



CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC

FRANCHISE DISCLOSURE DOCUMENT

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FRANCHISE DISCLOSURE DOCUMENT

	CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC a Kansas limited liability company 15230 W. 105 th Terrace Lenexa, KS 66219 866-887-4029 www.gocitywide.com soddo@gocitywide.com
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CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC, (“**CITY WIDE**”) is a franchise system offering commercial janitorial services, commercial janitorial supplies, carpet cleaning, window washing, construction clean-up, blind cleaning, hard surface floor care, pest control, upholstery cleaning, concrete coatings, and other commercial services to a variety of commercial customers, all of which are conducted in the territory in which Franchisee is designated to operate.

The total initial investment necessary to operate a CITY WIDE franchise ranges from \$229,729 - \$410,730. This includes \$137,625-\$181,960 that must be paid to the franchisor or its affiliate.

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, CITY WIDE or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Savannah Oddo at 15230 W. 105th Terrace, Lenexa, KS 66219, 913.888.5700.

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

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

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

Issuance Date: April 1, 2026

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on your right to join an association of franchisees.
- (b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits CITY WIDE to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits CITY WIDE to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to CITY WIDE and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) you are 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 you do not receive at least 6 months' advance notice of CITY WIDE's intent not to renew the franchise.
- (e) A provision that permits CITY WIDE 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 successor provision.
- (f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits CITY WIDE to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent CITY WIDE from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet CITY WIDE's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of CITY WIDE or CITY WIDE's sub franchisor.

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

(iv) Your or proposed transferee's failure to pay any sums owing to CITY WIDE or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to CITY WIDE items that are not uniquely identified with CITY WIDE. This subdivision does not prohibit a provision that grants to CITY WIDE 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 CITY WIDE the right to acquire the assets of a franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits CITY WIDE to directly or indirectly convey, assign, or otherwise transfer CITY WIDE's obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to:

Department of Attorney General
Corporate Oversight Division
Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 5th Floor
Lansing, Michigan 48933
(517) 335-7567

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit 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 A 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 City Wide business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a City Wide franchisee?	Item 20 or Exhibit 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 territory, the franchisor may have the right to compete with you in your territory.

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Kansas. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Kansas than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.
3. **Sales Performance Required.** 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.
4. **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 both you and your spouse's marital and personal assets, perhaps including your house, at risk of your franchise fails.
5. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

As used in this Disclosure Document, “CITY WIDE” or “Franchisor” refers to CITY WIDE Franchise Company Enterprises, LLC. “You” refers to Franchisee, which may be a corporation, or limited liability company. If the franchisee is a corporation, or limited liability company, then “you” also means the shareholders, members, partners, or any other owners of that entity.

The Franchisor

The home office of CITY WIDE is 15230 W. 105th Terrace, Lenexa, KS 66219. The registered agent for CITY WIDE for service of process in the State of Kansas is CT Corporation System, 112 South West Seventh Street, Suite C, Topeka, KS 66603. **Exhibit E** lists CITY WIDE’s registered agents in other states. CITY WIDE is a Kansas limited liability company formed on June 4, 2025.

Parents

Our parent company is Oddo Enterprises, LLC, a Delaware limited liability company, (“**Parent Co.**”) formed on May 30, 2025. It is located at 15230 W. 105th Terrace, Lenexa, KS 66219.

Predecessors

City Wide Franchise Company, Inc., a Kansas corporation (“Predecessor”), located at 15230 W. 105th Terrace, Lenexa, KS 66219, began offering franchises in May 2001 until April 1, 2026.

Affiliates

The following are our Affiliates and are CITY WIDE franchisees that own and operate businesses similar to the franchise offered by us

CW Northern Virginia Enterprises, LLC, a Kansas limited liability company, formed on May 29, 2025, owns and operates a CITY WIDE franchise in Northern Virginia.

City Wide Maintenance Company Enterprises, LLC., a Missouri limited liability company, formed on May 30, 2025, owns and operates a CITY WIDE franchise in Kansas. This affiliate shares our office at 15230 W. 105th Terrace, Lenexa, KS 66219.

CW South Florida Enterprises, LLC, a Kansas limited liability company, formed on May 29, 2025, owns and operates a CITY WIDE franchise in Florida.

CW Silicon Valley Enterprises, LLC, a Kansas limited liability company, formed on May 29, 2025, owns and operates a CITY WIDE franchise in California.

CW Minnesota Enterprises, LLC, a Kansas limited liability company, formed on June 4, 2025, owns and operates a CITY WIDE franchise in Minnesota.

CW Salt Lake City, LLC, a Kansas limited liability company, formed on November 7, 2025, owns and operates a CITY WIDE franchise in Utah.

Additional Affiliates

All of these Affiliates share our office at 15230 W. 105th Terrace, Lenexa, KS 66219.

City Wide Staffing Solutions Enterprises, LLC, a Kansas limited liability company, formed on May 29, 2025, operates a facility maintenance company in Pennsylvania.

CW Enterprise Account, LLC, a Kansas limited liability company, formed on October 2, 2025, operates our National Business Development Program to attract and service clients with a regional or national presence.

Areté Facility Maintenance Enterprises, LLC, a Kansas limited liability company, formed on May 30, 2025, provides services to our national clients in geographical areas in which there are no CITY WIDE franchised businesses or when a CITY WIDE franchised business is unable to provide such services.

City Wide Franchise Holding Company Enterprises, LLC, a Kansas limited liability company, formed on May 30, 2025, owns the trademarks, trade names, service marks and logos, as well as copyright materials and other intellectual property which is licensed to CITY WIDE and CITY WIDE's franchisees.

Description of Franchise

CITY WIDE grants you the right to operate one CITY WIDE franchise according to specifications, standards, and marketing techniques CITY WIDE developed ("**Franchised Business**"), under a franchise agreement ("**Franchise Agreement**") attached to this Disclosure Document as **Exhibit B**. The CITY WIDE franchise system offers commercial janitorial services, commercial janitorial supplies, carpet cleaning, window washing, construction clean-up, blind cleaning, hard surface floor care, pest control, upholstery cleaning, concrete coatings, and other commercial services to a variety of commercial customers, all of which are conducted in the territory in which Franchisee is designated to operate.

The franchise operates under a system of methods, procedures, promotional and marketing methods, and other unique operating methods ("**System**"). The franchise will operate under the marks "CITY WIDE" and "CITY WIDE FACILITY SOLUTIONS" and associated marks and trademarks that CITY WIDE designates as part of the System ("**Marks**"). Franchisees are offered the right to operate in a protected territory ("**Designated Territory**").

Market Competition

The market which you will serve is located in commercial and government office buildings, retail stores and other commercial buildings within your Designated Territory. As of the date of this Disclosure Document, the market for commercial janitorial services, carpet cleaning, window washing, and maintenance services for commercial and retail buildings is highly competitive. You will be competing with other national and local businesses offering janitorial and maintenance-related services, and franchises offering similar services. You will also face normal business risks that could have an adverse effect on your Franchised Business. These include industry developments, such as pricing policies of competitors, and supply and demand. Another risk factor is CITY WIDE's dependence on key personnel, the loss of whom could have an adverse effect on CITY WIDE. CITY WIDE's ability to fulfill CITY WIDE's obligations under the Franchise Agreement depends in part on CITY WIDE's present and future financial condition. Litigation risks also exist, which may not be foreseeable.

Regulations

You must comply with all local, state and federal laws and regulations in operating your Franchised Business. CITY WIDE is not aware of any special laws covering the commercial janitorial business, but every municipal body or state may have local laws governing the right to do business in their locale. Certain services that your Franchised Business will provide or certain geographic locations within which you operate your Franchised Business may be governed by state and local licensing laws. For example, the state in which you will operate your CITY WIDE franchise may require you to obtain a general contractor's license. You must obtain all such licenses before opening your business and you agree to maintain all such licenses at all times during the term the Franchise Agreement.

You will be solely responsible for ensuring that all of your employees, contractors and subcontractors, including any individuals providing services on your behalf, are legally authorized to work in the United States. You shall comply with all applicable immigration, employment and labor laws including but not limited to the verification of employment eligibility and citizenship status as required by law.

ITEM 2 BUSINESS EXPERIENCE

Founder: Frank Oddo

Mr. Frank Oddo is the Founder and former CEO of City Wide Maintenance Company, Inc., of Lenexa, Kansas, since its incorporation on March 1, 1965. Mr. Oddo now serves on each of the boards of directors of the Affiliates set forth in ITEM 1.

Founder and CEO: Jeffrey B. Oddo

Mr. Jeff Oddo is the CEO of CITY WIDE since June 2025. Mr. Oddo is the Founder and the CEO of Predecessor. Mr. Oddo is on the Board of our Parent Co. Mr. Oddo also serves as an officer and director on each of the boards of directors and is an owner of the Affiliates outlined in ITEM 1.

President: Michael Karp

Mr. Karp serves as President of CITY WIDE since July 2025. Mr. Karp served as President of our Predecessor from January 2025 until June 2025. Mr. Karp is also a limited partner at Pacific Lake Partners, a private equity firm based in Boston, Massachusetts, specializing in the search fund investment space. From July 2016 to January 2025, he served as an investor and part-time CEO of BEX Technology Solutions, a technology-enabled real estate firm operating a nationwide real estate lead generation portal. From 2011 to 2016, Mr. Karp served as an investor and key executive at Liazon Inc., the country's leading private benefits exchange, which was acquired by Towers Watson, located in Buffalo, New York.

General Counsel: Nile Kaya

Ms. Kaya serves as General Counsel of CITY WIDE since July 2025. Ms. Kaya served as General Counsel of our Predecessor from January 2025 to June 2025. From May 2022 to October 2024, she worked as General Counsel / Chief Legal Officer for ELM Home & Building Solutions in East Brunswick New Jersey. From December 2017 to May 2022, Ms. Kaya served as General Counsel & Vice President for Aucera (formerly known as Dial America Marketing) located in Mahwah, New Jersey.

Chief Financial Officer: Molly Schaar

Ms. Schaar serves Chief Financial Officer of CITY WIDE since July 2025. Ms. Schaar served as Chief Financial Officer of our Predecessor from February 2025 to June 2025. She held various finance, strategy, and leadership roles at C.H. Robinson (NASDAQ: CHRW) Eden Prairie, Minnesota from January 2014 to January 2025.

Vice President of Franchise Performance: Bob Christian

Mr. Christian serves as the Vice President of Franchise Performance of CITY WIDE since July 2025. Mr. Christian served as the Vice President of Franchise Performance of our Predecessor from January 2025 to June 2025. Prior to that, he was a Deputy Sheriff in Vancouver, Washington, from September 2022 to January 2025. From December 2015 to February 2022, Mr. Christian was the Senior Director of Anywhere Real Estate, in Madison, New Jersey.

Director of Franchise Development: Savannah Oddo

Ms. Oddo serves as the Director of Franchise Development of CITY WIDE since July 2025. Ms. Oddo served as the Director of Franchise Development of our Predecessor from January 2025 to June 2025. Prior to that, Ms. Oddo was the Franchise Development Coordinator of CITY WIDE from January 2022 to December 2024. Prior to this, Ms. Oddo was a Registered Nurse at Sarah Cannon Cancer Center in Nashville, TN from 2019 to December 2021.

Senior Vice President of HR Strategy & Culture: Willie Ramirez

Mr. Ramirez serves as the Senior Vice President of HR Strategy & Culture for CITY WIDE since July 2025. Mr. Ramirez served as the Senior Vice President of HR Strategy & Culture of our Predecessor from March 2025 to June 2025. Prior to that, Mr. Ramirez served as the Vice President of Operations of CITY WIDE from June 2020 to February 2025. Prior to that, Mr. Ramirez served as the Director of People and Culture of CITY WIDE from February 2016 to June 2020.

**ITEM 3
LITIGATION**

The following disclosure is a litigation matter involving our Predecessor.

COMPLETED PREDECESSOR LITIGATION:

Dauntless Enterprises, Inc. and Kenneth Ayers v. City Wide Franchise Company, Inc. (United States District Court for the District of Kansas, Case No. 2:23-cv-02273, filed June 16, 2023). Dauntless Enterprises, Inc., a CITY WIDE franchisee (“Dauntless”), and Kenneth Ayers, its owner (“Ayers”), filed this suit against our Predecessor seeking a preliminary injunction in connection with the expiration of Dauntless’ franchise agreement. Plaintiffs alleged that Dauntless satisfied each of the renewal conditions set forth in the franchise agreement with our Predecessor and was therefore entitled to a 10-year renewal term of the franchise agreement. Our Predecessor disagreed that Dauntless satisfied all renewal conditions (although our Predecessor had agreed to provide a step-up renewal if Dauntless met certain financial and operational milestones). In their Complaint, plaintiffs alleged breach of contract against our Predecessor and further sought to enjoin our Predecessor from: (i) refusing to renew Dauntless’ franchise agreement and (ii) terminating the franchise agreement upon the expiration of the initial 15-year term on June 19, 2023, pending a final ruling on plaintiffs’ claims in arbitration. Our Predecessor opposed plaintiff’s motion for preliminary injunction. On or around June 22, 2023, Dauntless and Ayers filed a demand for arbitration

alleging breach of contract and breach of the covenant of good faith and fair dealing, seeking to require our Predecessor to specifically perform the franchise agreement by entering into a new franchise agreement for a 10-year term. The parties settled all claims on July 7, 2023. Under a definitive settlement agreement dated July 28, 2023, the parties extended the initial term of the franchise agreement through December 31, 2026 (the “2026 Calendar Year”) and provided Dauntless with the option to obtain a successor term from January 1, 2027, through April 3, 2033, if Dauntless satisfies certain renewal conditions. The renewal conditions vary depending on the amount of Gross Sales that Dauntless will achieve in the 2026 Calendar Year. Pursuant to the settlement agreement, Dauntless also agreed to retain at least four sales executives throughout the term of the franchise agreement, including any successor term. On August 1, 2023, the arbitration and federal court case were both dismissed with prejudice.

Other than the action described above, no litigation is required to be disclosed in this ITEM.

ITEM 4 BANKRUPTCY

No bankruptcies are required to be disclosed in this ITEM.

ITEM 5 INITIAL FEES

Initial Fees

Upon your execution of the Franchise Agreement, you must pay to CITY WIDE the initial franchise fee (“**Initial Franchise Fee**”) of \$70,000 for the right to operate one CITY WIDE franchise. The Initial Franchise Fee is imposed uniformly on all franchisees (including franchisees who purchase existing territories). You must also pay an initial training fee (“**Initial Training Fee**”) in the amount of \$7,500.

To honor those men and women who have served in the U.S. military, the Veterans Transition Franchise Initiative, known as “VetFran,” was developed to help those individuals’ transition to civilian life. This initiative is a voluntary effort of International Franchise Association (IFA) member-companies and is designed to encourage franchise ownership by offering financial incentives to honorably discharged veterans. CITY WIDE offers a ten percent (10%) discount off the Initial Franchise Fee if you are majority-owned by a veteran.

In addition to the Initial Franchise Fee and Initial Training Fee, upon your execution of the Franchise Agreement, you must pay to **CITY WIDE** an initial territory fee (“**Initial Territory Fee**”), which is based upon your Designated Territory’s population as set forth below:

TERRITORY SIZE	INITIAL TERRITORY FEE
Less than 1,000,000 population	\$15,000
1,000,001 to 1,499,999 population	\$30,000
1,500,000 – 1,999,999	\$35,000
2,000,000 and above	\$50,000

All population determinations shall be based upon the latest United States Census information available for the proposed Designated Territory, including any data available at <https://www.census.gov>, as interpreted and applied by CITY WIDE. An initial technology fee (“**Initial Technology Fee**”) of \$12,500 is payable to CITY WIDE. The Initial Technology Fee is for the establishment of CITY WIDE proprietary operating software systems.

CITY WIDE refers to the Initial Franchise Fee, Initial Training Fee, Initial Territory Fee and the Initial Technology Fee (collectively, “**Initial Fees**”). Initial Fees are due upon execution of the franchise agreement. Since this is the first year CITY WIDE began offering franchises, CITY WIDE has not collected any Initial Fees. In this most recent fiscal year, the range of Initial Fees our Predecessor collected was \$98,000 to \$125,000.

Non-Refundability of Initial Fees

Initial Fees paid to CITY WIDE are fully earned and non-refundable under any circumstances unless specifically stated otherwise.

a. If you or your designees do not successfully complete the required initial training program or fail to secure an acceptable site for your Franchised Business’s office within 120 days of the signing of the Franchise Agreement, as determined by CITY WIDE, at its sole and absolute right, CITY WIDE may terminate the Franchise Agreement and refund to you your Initial Fees, less expenses incurred by CITY WIDE, which will not exceed \$10,000.

ITEM 6 OTHER FEES

Type of Fee (See Notes 1&2)	Amount	Due Date	Remarks
Royalty Fee (See Note 3)	The greater of 5% of total Gross Sales or the Minimum Royalty Fee,	Payable monthly on the 20 th day of the previous month’s Gross Sales.	Payable to CITY WIDE via ACH.
National Marketing Fund	Up to 1% of total Gross Sales (“Marketing Fee”)	Payable monthly on the 20 th of the month following the invoice date.	Payable to CITY WIDE via ACH. The National Marketing Fund is used to fund a variety of lead-generation and national business development activities.
Local Advertising	\$1,200 per year	When incurred	Payable to third parties directly by you. You must spend at least this amount for advertising and promoting the Franchised Business in your local market.
Late Fee & Interest	\$75 or 1.5% interest on the overdue amount each month, whichever is higher.	On payment of past due amount.	Payable to CITY WIDE via ACH. If you are late in making any payment, interest shall accrue from the date of underpayment.
Accounting Services (See Note 4)	\$2,500 per month	Payable monthly on the 20 th day of the month following the invoice date.	Payable to CITY WIDE via ACH. You are required to use the Franchisor’s accounting systems for the first 12 months from Open Date. CITY WIDE offers additional services that are optional and incur an additional fee.
IT As A Service	\$130 per user, per month.	Payable monthly on the 20 th day of the	Payable to CITY WIDE via ACH. You must use CITY

Type of Fee (See Notes 1&2)	Amount	Due Date	Remarks
		month following the invoice date.	WIDE's IT As A Service for the first 36 months from Open Date.
Computer Hardware	Between \$1,600 - \$2,300 per user. Laptop must be purchased from City Wide and will be billed at the current market rates.	Payable on the 20 th day of the month following the invoice date.	Payable to CITY WIDE via ACH.
Business Development Services	\$3,500 per month	Payable monthly on the 20 th day of the month following the invoice date.	Payable via ACH to CITY WIDE. You must use the Business Development Services for the first 12 months from Open Date. Provides Business Development Services to franchisee at the local level.
Transfer Fee	\$25,000	Due at the closing of the Purchase and Sale Agreement.	Due from Seller - Transfer Fee and any other fees which may be due to CITY WIDE. The Transfer Fee is in addition to any initial fees payable by the buyer under the franchise agreement including the Initial Fees. The Transfer Fee is in addition to any third-party broker fee. No Transfer Fee is assessed for a transfer to your survivor.
Payroll Services	\$154 to \$1,070 per month	As Arranged	Required Suppliers
Audit	Amount of underpayment, plus interest at highest legal rate, not to exceed 10%. If underpayment is 2% or more, you must reimburse CITY WIDE for its audit costs. Audit costs may run as much as \$6,000.	Upon billing by CITY WIDE.	Payable only if audit shows an understatement of at least 2% of Gross Sales for any month.
Successor Fee	50% of the then-current Initial Franchise Fee	At the time of signing the Successor Franchise Agreement.	Payable via ACH to CITY WIDE.
Additional Franchisee In-Person Training or On-site Assistance or Supervision	\$330 - \$750 per person per day plus actual expenses.	At time of training.	Payable if you request or require additional training or request on-site assistance or supervision, for yourself or any of your personnel. These charges may vary based upon the actual time spent by CITY WIDE's staff and the duration

Type of Fee (See Notes 1&2)	Amount	Due Date	Remarks
			of the training or assistance provided.
Additional Franchisee Online Training	Up to \$600 per month.	At time of training.	Payable if you request or require additional training for yourself or any of your personnel relating to online training.
CITY WIDE's Operation of Franchised Business	\$500 per day plus actual management expenses	30 days after date of billing.	CITY WIDE may elect to operate the Franchised Business upon your death, incapacity or illness.
Legal Fees and Indemnification	Actual costs of suit, attorneys and accountants' fees incurred by CITY WIDE.	Upon billing by CITY WIDE.	You must hold harmless and indemnify CITY WIDE for damages from the operation of your Franchised Business.
National Meetings	\$700 national attendance fee, plus the actual costs of travel, food, and hotels. If you or your designee, approved by CITY WIDE, fails to attend without CITY WIDE's consent, you will be charged a non-attendance fee of \$2,000, or the then current fee stated in the Operating Manual.	Due at the time of the registration.	Payable to CITY WIDE via ACH. You are required to attend one National Meeting per year, or you will incur the non-attendance fee.
Franchise Advisory Council ("FAC") Expenses	All actual costs incurred by the FAC, which may range from \$300 to \$500 per year, per Franchisee.	Payable monthly on the 20 th day of the month following the invoice date.	Payable to CITY WIDE via ACH. Travel meetings of the FAC occur no more than three times a year. The actual travel expenses are divided evenly among all franchisees.
Technology Development Fee	\$2,300 per month.	Payable monthly on the 20 th day of the month following the invoice date.	Payable to CITY WIDE via ACH. Expenses and materials involving the design, development, testing, and deployment of technology.
Predictive Index – Certification	\$750 one-time certification fee. \$350 per year, per user fee.	At the time of invoicing.	Payable to CITY WIDE via ACH. (If you elect to use this service).
City Wide YOU	\$1,000	Annually Pro-rated year 1, then billed annually.	Payable to CITY WIDE via ACH.
Technology License fees per user	\$26.25 to \$350 per user, per month, depending on role.	Payable monthly on the 20 th day of the month following the invoice date.	Payable to CITY WIDE via ACH for the use of selected software licenses and subscriptions.
Recruiter Engagement Fee & Placement Fee	\$5,000 - \$10,000	Payable monthly on the 20 th day of the month following the invoice date.	Payable to CITY WIDE via ACH if you choose to utilize this service.

NOTES:

- (1) All costs and fees set forth in Item 6 above are current as of the issuance date of this franchise disclosure document. However, CITY WIDE reserves the right to increase or decrease, in its discretion, the amount of such costs and fees. Changes to costs and fees shall be set forth in the Operating Manual.
- (2) Fees are uniformly imposed by and are payable to CITY WIDE, unless stated otherwise. All Fees due and payable to CITY WIDE are nonrefundable unless specifically stated otherwise.
- (3) **Royalty Fee:** You are required to pay to CITY WIDE a royalty fee (“**Royalty Fee**”) the greater of 5% of total Gross Sales or the minimum Royalty Fee (“**Minimum Royalty Fee**”). “**Gross Sales**” includes all of the Franchised Business’s revenues invoiced by anyone and in anyway resulting from the conduct and operation of your Franchised Business, or from any business which is derived from or similar to the business activities embodied by the Franchised Business You will be responsible for any applicable taxes that may apply. The Minimum Royalty Fee is determined as follows:

Minimum Royalty Fee Chart

Months in Operation	Minimum Royalty Fee
1-6 months	No Minimum Royalty Fee
7-9 months	\$1,000/mo.
10-12 months	\$1,400/mo.
13-15 months	\$1,800/mo.
16-18 months	\$2,250/mo.
19-21 months	\$2,700/mo.
22 + months	\$5,000/mo.

CITY WIDE will administer a royalty rebate program (“**Royalty Rebate Program**”) through which you may be able to receive a royalty rebate (“**Royalty Rebate**”) in a given calendar year if you exceed certain thresholds in Gross Sales in your Designated Territory and comply with CITY WIDE’s system standards. If the Franchised Business has verifiable Gross Sales generated solely in the Designated Territory in any calendar year of \$10,000,000 or greater, Franchisee will receive a one percent (1%) Royalty Rebate on Royalty Fees paid in that calendar year.

- (4) “Open Date” means the first day of the week of grand opening.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FRANCHISE AGREEMENT

Type of Expenditure (See Notes 1)	Amount	Method of payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (See Note 2)	\$70,000	Lump Sum	At Signing of Franchise Agreement	CITY WIDE

Type of Expenditure (See Notes 1)	Amount	Method of payment	When Due	To Whom Payment is to be Made
Initial Training Fee (see Note 3)	\$7,500	Lump Sum	At Signing of Franchise Agreement	CITY WIDE
Initial Territory Fee (See Note 4)	\$15,000 to \$50,000	Lump Sum	At Signing of Franchise Agreement	CITY WIDE
Initial Technology Fee (See Note 5)	\$12,500	Lump Sum	At Signing of Franchise Agreement	CITY WIDE
Travel and Living Expenses While Training (See Note 6)	\$4,000 to \$10,000	As Incurred	During Training / Before Opening	Airlines, hotels, Restaurants, Car Rental Companies, and other vendors
Rent & Security Deposit (See Note 7)	\$6,000 to \$12,000	As Arranged	Before Opening	Your Landlord
Leasehold Improvements (See Note 8)	\$250 to \$5,000	As Arranged	Before Opening	Landlord, Contractors, and Vendors
Signage (See Note 9)	\$700 to \$2,500	As Arranged	Before Opening	Suppliers and Vendors
Utility (See Note 10)	\$100 to \$3,000	As Arranged	Before Opening	Landlord and Utility Companies
Furniture, Fixtures, and Equipment (See Note 11)	\$2,000 to \$16,000	As Arranged	Before Opening	Supplier of your choice
Computer Hardware, Software and Peripherals (See Note 12)	\$1,600 - \$2,300 per user	As Arranged	Before Opening	CITY WIDE
Technology Systems Licensing Fees (See Note 13)	\$26.25 to \$350 per user, per month, based on user's role	Monthly	Before Opening	CITY WIDE
IT As A Service (See Note 14)	\$130 per user, per month for the first thirty-six months of operations	Monthly	Before Opening	CITY WIDE
Accounting Services (See Note 15)	\$2,500 per month	Monthly	Upon Opening	CITY WIDE
Business Development Services (See Note 16)	\$3,500 per month	Monthly	Upon Opening	CITY WIDE
Technology Development Fee (See Note 17)	\$2,300 per month	Monthly	Upon Opening	CITY WIDE
Office Supplies and Stationery (See Note 18)	\$50 to \$2,100	Monthly	Upon Opening	Various Providers
Recruitment Advertising and Services (See Note 19)	\$1,000 - \$13,500	As Arranged	As Arranged	CITY WIDE and Various Providers
Insurance (See Note 20)	\$1,900 to \$5,700	Installment	Monthly, As Arranged, A Portion Before Opening	Insurance Company

Type of Expenditure (See Notes 1)	Amount	Method of payment	When Due	To Whom Payment is to be Made
Payroll Services (See Note 21)	\$154 to \$1,070	As Arranged	Before Opening	Required Suppliers
Professional Fees and License Fees (See Note 22)	\$1,000 to \$10,000	As Arranged	As Incurred	Approved Suppliers, Governmental Agencies, Accountants, Attorneys
Additional Funds (See Note 23)	\$75,000 to \$150,000	As Incurred	As Incurred	Various Providers, Suppliers and Employees
TOTAL (See Note 24)	\$229,729 - \$410,730			

NOTES:

(1) Type of Expenditure: All fees are uniformly imposed by and are payable to CITY WIDE, unless otherwise noted. Any interest owed begins to accrue from the date of underpayment. Any fees paid to CITY WIDE are nonrefundable unless otherwise noted. CITY WIDE relied on its Predecessor's experience in the business, and that of CITY WIDE's Affiliates, to compile these estimates. You should review these estimates carefully with a business advisor before making any decisions to purchase the Franchised Business.

(2) Initial Franchise Fee: Due upon your execution of the Franchise Agreement and deemed to be fully earned and non-refundable unless specifically stated otherwise.

(3) Initial Training Fee: Due upon your execution of the Franchise Agreement and deemed to be fully earned and non-refundable unless specifically stated otherwise.

(4) Initial Territory Fee: Due upon your execution of the Franchise Agreement and deemed to be fully earned and non-refundable unless specifically stated otherwise.

(5) Initial Technology Fee: Due upon your execution of the Franchise Agreement and deemed to be fully earned and non-refundable unless specifically stated otherwise.

(6) Travel and Living Expenses While Training: You and your Manager must participate in CITY WIDE's initial training programs. You must plan for and pay all expenses for yourself and any persons attending the training program on your behalf. This includes transportation, lodging, meals and wages. The amount will depend, in part, on the distance you must travel and the type of accommodation you choose. The estimate is for attendance by two people.

(7) Rent & Security Deposit: This estimate includes your first three months' rent and any security deposit that may be required. You must rent office space between 1,000 and 2,000 square feet in a commercial office building located within the granted territory. The space should be in a reputable and easily accessible area close to major highways.

(8) Leasehold Improvements: The cost of construction and leasehold improvements depend upon the size and condition of the premises, the local cost of contract work and the location of the Franchised Business's office.

(9) Signage: You must have at least one interior and one exterior signage bearing the Marks as required by CITY WIDE. You must obtain logo files from CITY WIDE.

(10) Utility: You may be responsible for paying for utility services, including telephone, internet, and gas, electricity, and related services.

(11) Furniture, Fixtures and Equipment: These amounts will vary depending on the types of furniture, fixtures, and equipment you may choose to purchase for your office. Other than computer hardware and software, you are not required to purchase any furniture, equipment or fixtures, from CITY WIDE or any specified source.

(12) Computer Hardware, Software, and Peripherals: You must purchase your initial computer and hardware from CITY WIDE. CITY WIDE will load all required software and related licensing you are required to purchase to meet CITY WIDE's technology specifications and requirements. The range of estimated costs shown is for purchasing the hardware. If you decide to purchase additional equipment or software, your costs will increase accordingly. The costs stated above may increase based upon the increase in the cost of software and related licensing from third-party vendors.

(13) Technology Systems License Fees: You must purchase your licenses from CITY WIDE. This would include Email, Email Bundles and Software Licenses (CRM, BC, FS, Power BI, Solver, and is based on access level).

(14) IT As A Service: CITY WIDE will provide you with desktop monitoring, troubleshooting assistance, software updates and technology support of your CITY WIDE technology systems required for the first 36 months.

(15) Accounting Services: CITY WIDE will provide you with various financial accounting, processing and reporting services, and other financial services in support of your CITY WIDE Franchised Business required for the first 12 months.

(16) Business Development Services: CITY WIDE will provide you with assistance in outbound prospecting and developing appointments, as well as social media management in support of your CITY WIDE Franchised Business. Additional Business Development Service packages are available at an additional fee. This is required for the first 12 months of operation.

(17) Technology Development Fee: Technology development fees are incurred for the proprietary software programs required to be used in connection with the Franchised Business. The Technology Development Fee encompasses fees for discrete identified IT projects that require a separate capital budget, such as the work order management/portal development project.

(18) Office Supplies and Stationery: A start-up collateral kit will be supplied to you after you complete your initial training, at no charge to you. Additional stationery and marketing collateral must be ordered via CITY WIDE's online ordering portal. This amount also includes miscellaneous other supplies from other vendors.

(19) Recruitment Advertising and Services: The range is based on the CITY WIDE placement fee of one to three roles.

(20) Insurance: You must obtain and maintain the required insurance coverage. The cost of insurance will vary based on types and limits of insurance purchased, location of the Franchised Business, terms available and other related factors. The estimate provided is for your insurance deposit.

(21) Payroll Services Providers: You must use ADP Payroll Services for your payroll services. You may not use payroll services from any other provider. Franchisor will have “read only” access to your payroll records for the sole purpose of aggregating data for analyzing and reporting purposes.

(22) Professional Fees and License Fees: This range of estimated costs includes CPA expenses, legal, incorporation, and other professional expenses that you may incur in connection with any review of your Franchise Agreement or the establishment of your Franchised Business. Other fees considered in this category include the costs associated with obtaining business licenses and permits, training costs, and other “soft” costs incurred by you. Professional fees vary dramatically depending on the individual or firm, the market, and the experience of the professionals. You must pay business license fees and other similar fees before commencing operations of your Franchised Business. Such fees will vary depending upon local or state government requirements.

(23) Additional Funds: This is an estimate of the additional funds you will need during the initial period of operation, which we define as three months from the opening of your Franchised Business. These figures are estimates, and we cannot guarantee that you will not have additional expenses for starting your business. Your costs will depend on many factors, such as how closely you follow our procedures and processes, your management skills, experience, business acumen as well as local economic conditions; the local market for our services; and competition. This is the amount of working capital projected sufficient to cover operating expenses for the first three months. You may need additional working capital over the first three months, which is not included in the range on the above table.

(24) Total: In compiling these estimates we relied on our predecessors’ more than twenty years of experience in franchising. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. The upper range of the total includes three months of expenditures.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Franchise Office and Location

CITY WIDE does not provide any site selection assistance. You must secure a location and open your Franchised Businesses within 120 days from the execution of the franchise agreement. You must submit to CITY WIDE the proposed lease for CITY WIDE’s approval prior to signing. The Location must meet CITY WIDE’S guidelines. If you want to relocate your office, you must give us a minimum of ninety (90) days' advanced written notice. You must obtain CITY WIDE’s prior written approval for your new Location (as described below).

Specifications and Standards

To maintain the high standards of the quality assurance program and ensure compliance with products specifications, we encourage you to purchase, lease, or license any inventory, products, fixtures, furniture, equipment, signs, stationery, supplies, and other items or services necessary to operate the Franchised Business (“**Approved Suppliers**”) from manufacturers, suppliers, and distributors previously approved in writing by CITY WIDE (“**Approved Suppliers**”). All items must conform to current CITY WIDE standards. You must comply with CITY WIDE specifications for brands and types of equipment used in operation of the Franchised Business. From time to time, CITY WIDE will provide you with a list of Approved Suppliers authorized for the Franchised Business (“**Approved Suppliers List**”) and a list of Approved Supplies (“**Approved Supplies List**”).

From time to time as set forth in the Operating Manual, CITY WIDE may designate suppliers Approved Suppliers List as required suppliers (“**Required Suppliers**”) from whom you must purchase inventory, products, services, or other items and services. Currently, on the list of Required Suppliers is ADP Payroll Services. You may not use payroll services from any other provider. We, or our affiliates, are a Required Supplier for your Technology Systems (defined below). CITY WIDE is also the Required Supplier of various financial accounting, processing and reporting services (“Financial Systems”). CITY WIDE is also a Required Supplier for all Support Center Services which include IT As A Service (defined above), Accounting Services (defined above), and Business Development Services (defined above).

The suggested or mandatory specifications, product lines, standards, operating procedures, and rules required for Locations may also appear in the Operating Manual. CITY WIDE may periodically modify the Operating Manual to reflect changes in the specifications, product lines, standards, operating procedures, and rules. Similarly, CITY WIDE may revise the Approved Suppliers List and Approved Suppliers List from time to time in at sole and absolute right. Any changes to or modifications of the System, the Operating Manual, the Approved Suppliers List, Approved Suppliers List, or any standard will be promptly communicated to all Franchisees.

We encourage you to use in the operation of your Franchised Business only those providers and products which are approved by CITY WIDE and listed on the Approved Suppliers List, Approved Suppliers List, or in the Operating Manual. CITY WIDE will be the sole approved supplier of various financial accounting, processing and reporting services, and other financial services, which you are required to use for the first twelve months after you have completed the initial training program

If you propose to use at your Location any equipment or any brand of product which is not currently approved by CITY WIDE, or to purchase any product from a supplier that is not then designated by CITY WIDE as an Approved Supplier on CITY WIDE's Approved Suppliers List, you must first notify CITY WIDE and must, upon request by CITY WIDE, submit samples or other information as CITY WIDE requires for examination and testing or to otherwise determine whether the proposed supply or supplier meets CITY WIDE's specifications and quality standards. A charge not to exceed the reasonable cost of CITY WIDE's inspection and evaluation, which CITY WIDE generally anticipates to range not to exceed \$250, plus the actual cost of any test will be paid to CITY WIDE by you or the supplier. Factors CITY WIDE will consider in reviewing a request includes but is not limited to supplier's ability to make the product; production and delivery capability; and integrity of supplier. CITY WIDE will notify you within 45 business days whether it approves or disapproves of the proposed supply or supplier. If CITY WIDE approves the proposed supply or supplier, you will be permitted to purchase that supply or use that supplier in connection with your Franchised Business unless such approval is revoked. CITY WIDE reserves the right at its option, to re-inspect the facilities and products of any supplier of an approved item and to revoke its approval of any item which fails to continue to meet any of CITY WIDE's criteria.

CITY WIDE may receive a rebate from multiple suppliers, based upon the dollar amount of purchases made by franchisees. CITY WIDE currently receives a rebate from multiple suppliers, based upon the dollar amount of purchases made by franchisees. In 2025, our Predecessor received \$306,373.23 in total rebates, with supplier and amount detail are as follows: NSA \$241,450.82, Essity \$10,447.37, Vistaprint \$9,274.98, Spartan Chemical \$9,677.18, BASYS \$2,1644.46, Unifirst \$285.13, ProTeam 2,722.12, ADP \$573.00, Bennett \$6,300.77, Foley \$1,500.00, and Sunbelt \$21,977.40. Neither CITY WIDE nor any officer or shareholder of CITY WIDE has any ownership interest in any of the vendors above.

CITY WIDE may negotiate purchase arrangements for all Franchisees with various suppliers, for the mutual benefit of all Franchisees, which may include price terms. There are no purchasing or distribution cooperatives associated with CITY WIDE.

CITY WIDE does not provide material benefits of any kind to any Franchisees based on a Franchisee's use of designated or approved sources.

Except as stated in this ITEM 8, neither CITY WIDE nor any persons affiliated with CITY WIDE are currently Approved Suppliers of any required goods or services, although CITY WIDE and its Affiliates reserve the right to become Approved Suppliers. CITY WIDE also reserves the right to derive revenues as a result of required purchases or leases by you in accordance with CITY WIDE specifications or from suppliers approved by CITY WIDE. CITY WIDE does not provide you with any benefits based on your use of any particular supplier.

We estimate that 50% to 60% of your purchases and leases of goods and services to establish the franchised Location will be from CITY WIDE or its affiliates.

Since CITY WIDE just started offering franchises, we have not received any revenue from franchisees for purchases of services, software licenses or products. For the fiscal year which ended December 31, 2025, our Predecessor received approximately \$10.6 million in revenue from franchisees for purchases of services, software licenses and products, which represents approximately 20.7% of our Predecessor's total revenue of \$51.0 million for the fiscal year which ended December 31, 2025.

Bookkeeping and Records

CITY WIDE owns all business records, accounts, books, data, licenses, reports, and contracts ("**Business Records**") with respect to customers, employees, independent contractors, and other service professionals of, and related to, the Franchised Business including, without limitation, all databases (whether in print, electronic or other form), including all names, addresses, phone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other Business Records created and maintained by you. At all times during and after the termination, expiration or cancellation of the Franchise Agreement, CITY WIDE may access such Business Records, and may utilize, transfer, or analyze such Business Records as CITY WIDE determines to be in the best interest of the System, at CITY WIDE's sole and absolute right. You are required to maintain for not less than three years original, full, and complete Business Records which will accurately reflect all particulars relating to Franchisee's Franchised Business and such other statistical and other information as CITY WIDE may reasonably require.

You will acquire and maintain a license per user for the CITY WIDE financial reporting and budgeting platform, CITY WIDE Bid Module, specified business intelligence and reporting software, and operations platform software programs from CITY WIDE only for use in your franchise office. You will subscribe to the CITY WIDE monthly technology development program outlined in ITEM 11. You will use this software to establish and maintain a bookkeeping, accounting and record-keeping system conforming to all CITY WIDE requirements, as may be periodically revised. You will submit periodic reports, forms, and records as specified in writing by CITY WIDE in the Franchise Agreement or the Operating Manual or otherwise. All required reports will be generated by these required software programs. Additionally, you will purchase software programs for use in your franchise office as recommended by CITY WIDE.

National Business Development Program

CITY WIDE has established a program focused on attracting and servicing clients that have a regional or national presence ("**National Business Development Program**"). While CITY WIDE has the right to establish and maintain such a program, it has no obligation to do so; CITY WIDE reserves the right

to modify or discontinue the National Business Development Business Program at any time upon written notice to you.

Notably, there are two aspects of the National Business Development Program. CITY WIDE may establish various national accounts (“**National Accounts**”) to be serviced by multiple franchisees in different Designated Territories, but not necessarily in all Designated Territories. CITY WIDE has established national accounts with national companies with locations all over the United States with whom CITY WIDE typically negotiates one contract for each account (“**National Account Contract**”) for the provision of facility maintenance services for all of the national account's locations (“**Top Down Account**”). CITY WIDE also might be designated a preferred vendor by a regional or national account (“**Preferred Vendor Account**”).

Insurance Requirements

You must obtain and maintain, at your own expense, the insurance coverage that CITY WIDE periodically requires and satisfy other insurance-related obligations. Where permissible, all insurance policies must name City Wide Franchise Company Enterprises, LLC as an additional insured. The current required insurance types and minimum coverage as further described below and in the Operating Manual, which may change from time to time, include but are not limited to the following:

Insurance Types and Minimum Coverages:

- Comprehensive General Liability \$1,000,000 per occurrence
- Aggregate \$2,000,000 per occurrence
- Hired/Non-Owned Auto Coverage \$1,000,000 per occurrence
- Cyber Insurance \$1,000,000 per occurrence
- Crime/Employee Dishonesty \$100,000 per occurrence
- Employment Practices liability insurance
- Worker’s Compensation Statutory Benefits (must at least satisfy the minimum obligations of the state in which you operate)
- Business Interruption Insurance coverage for actual losses sustained, as calculated by the franchisee.

Recommended (required if client requires it):

- General Liability Umbrella \$5,000,000 (recommended, required if client requires it)
- Employee Honesty Bond \$50,000 (recommended, required if client requires it)
- Errors and Omissions insurance (recommended)

If you provide service to a National Account, you must carry the types and coverages of insurance required by each National Account Contract and you are solely responsible to ensure that any subcontractors you use to perform the services to a National Account also carries the required types and coverages of insurance.

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.

FRANCHISE AGREEMENT

Obligation		Section in Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition /lease	Section 6 Attachment B	ITEM 12
b.	Pre-opening Purchases/leases	Sections 6, 7, 10, and 17	ITEM 8
c.	Site development and other pre-opening requirements	Sections 4, 6, and 10	ITEM 12
d.	Initial & ongoing training	Sections 4 and 7	ITEM 11
e.	Opening	Sections 4 and 7	ITEM 7
f.	Fees	Sections 3, 10, 11, and 13	ITEM 5
g.	Compliance with standards and policies/Operating Manual	Sections 6, 7, 8, 9, 10, 11, 12 and 18	ITEM 8
h.	Trademarks and proprietary information	Sections 5, 8, and 9	ITEM 13
i.	Restrictions on products/ services offered	Section 7	ITEMS 8 and 16
j.	Warranty and Customer Service Requirements	Section 7	ITEM 8
k.	Territory development and sales quotas	Section 6	ITEM 12
l.	Ongoing product/service purchases	Section 7	ITEM 8
m.	Maintenance, appearance and remodeling requirements	Sections 2, 6, and 7	ITEM 8 & 11
n.	Insurance	Section 17	ITEMS 7 and 8
o.	Advertising	Sections 3 and 10	ITEM 11
p.	Indemnification	Section 19	Not Applicable
q.	Owner's participation management/staffing	Sections 7 and 12	ITEM 15
r.	Records and reports	Section 11	Not Applicable
s.	Inspections and audits	Section 11.7	ITEM 6
t.	Transfer	Section 13	ITEM 17
u.	Renewal	Section 2	ITEM 17
v.	Post-termination obligations	Section 15	ITEM 17
w.	Non-competition covenants	Section 12, Non-Compete Agreement, and Attachment F	ITEM 17
x.	Dispute Resolution	Section 27	ITEM 17
y.	Guarantee and Assumption of Obligations	Attachment A	ITEM 15

ITEM 10 FINANCING

CITY WIDE does not offer direct or indirect financing. CITY WIDE does not guarantee your note, lease or obligation.

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

Except as listed below, CITY WIDE is not required to provide any assistance to you.

Before you open your business, CITY WIDE will:

1. Provide you with a mandatory initial training program (See Section 4.1 of the Franchise Agreement);
2. Provide you with electronic access the confidential Operating Manual on CITY WIDE You for use during the term of the Franchise Agreement (See Section 4.5 of the Franchise Agreement); and
3. Provide you with the required CITY WIDE hardware, software, peripherals, and related licenses at or before initial training.

During the operation of your business, CITY WIDE will:

1. Provide you with ongoing assistance and supervision that CITY WIDE considers necessary and appropriate (See Section 4.2 of the Franchise Agreement);
2. Provide specifications for equipment and other components for the Franchised Business (See Section 4.3 of the Franchise Agreement);
3. Provide you with continuing advisory assistance in the operation of the Franchised Business (See Section 4.4 of the Franchise Agreement);
4. Advise you concerning operating problems, new techniques and administrative, bookkeeping, accounting and operating methods disclosed by reports to or inspections made by CITY WIDE (See Section 4.6 of the Franchise Agreement);
5. Provide assistance as CITY WIDE, at its sole and absolute right, may consider required, including advice and guidance with respect to new and improved methods of operation or business procedures developed by CITY WIDE, use of the Operating Manual, management material, promotional material, advertising forms, and the Marks (See Section 4.6 of the Franchise Agreement); and
6. Review all promotional and advertising materials you intend to use before you use them (See Section 4.10 of the Franchise Agreement).

Advertising & Marketing (See Section 10 of the Franchise Agreement)

CITY WIDE utilizes both traditional and digital approaches, including public relations/media outreach, search engine optimization (SEO), digital advertising, and search engine marketing (SEM), to drive system-wide awareness and generate leads. As the support center, CITY WIDE provides centralized advertising for brand awareness and lead generation, develops and places media and marketing materials

funded by the National Marketing Fund, administers the Fund and its accounting, and makes annual Fund financial statements available to franchisees upon request. CITY WIDE also supplies pre-approved marketing collateral and creative templates for localization (such as merchandising materials, sales aids, social posts, and special promotions), and delivers training and playbooks designed to guide your local marketing efforts to work in collaboration with the efforts of the support center.

Through funding from the National Marketing Fund, CITY WIDE will build and maintain a microsite for the franchise location on gocitywide.com as well as establish and maintain digital directory listings on relevant outlets (e.g., Yelp, Bing Yellow Pages, Better Business Bureau) and will create a Google Business Profile (GBP) account for each new franchise location. For the protection of its franchise locations, CITY WIDE shall be the designated Owner of all CITY WIDE GBP accounts, both established and new. Each franchisee should have Manager access to their respective GBP account; other Managers can be added at the franchisee's request. You are required to notify CITY WIDE if your physical address changes so these listings can be updated; you are responsible for the cost to make changes to already established listings. You can claim the listings established on your behalf. As GBP is an important part of local SEO, franchisees should maintain their GBP accounts in accordance with the SEO Playbook and the provided SEO training. Franchisees are not permitted to have a website for their location other than the one provided by CITY WIDE.

Franchisees are expected to augment CITY WIDE's centralized efforts with local advertising to promote their individual Franchised Business and increase local demand. Franchisees should use CITY WIDE's pre-approved collateral and templates; if a franchisee chooses to produce additional materials, at your own cost, you must consult with CITY WIDE and obtain CITY WIDE's approval before producing or distributing any such materials. Franchisees should conduct local advertising only in forms, content, and media approved by CITY WIDE and must make every reasonable effort to promote both their own business and the system in conformity with requirements set forth periodically in the Operating Manual and official Brand Guide. CITY WIDE will review and approve or disapprove all promotional and advertising materials prior to franchisee's use and within three business days of CITY WIDE's receipt of such materials.

Franchisees must use CITY WIDE's approved email marketing systems and templates and must not bulk send unsolicited or spam emails. All email communications must honor recipient opt-outs and unsubscribe requests immediately and must be sent only in accordance with CITY WIDE's provided templates and the calendar of approved sending days. Franchisees are responsible for ensuring their email practices comply with CITY WIDE policies and applicable anti-spam and privacy laws and are expected to update CRM and email systems with any requests to unsubscribe.

The National Marketing Fund ("**Fund**") is used to fund centralized marketing activities and national business development and national account management, media and ad placement, creation of marketing materials, promotion and marketing of the franchise system, and development of the National Business Development Program. It is funded by the franchisees. The Fund is currently 1% of your total gross sales, or as set forth in the Operating Manual. CITY WIDE does not contribute to the Fund on the same basis as the franchisees. CITY WIDE is not required to spend any amount on advertising in the designated territory where the franchise is located. No expenditures from the Fund will be devoted principally to the sale of new franchises. Any amounts remaining in the Fund at the end of the Fund fiscal year will be carried over to the following year. Since CITY WIDE just began offering franchises, it has not spent any Funds. We will not spend the Fund on soliciting new franchise sales. Our Predecessor, during CITY WIDE's last fiscal year which ended on December 31, 2025, CITY WIDE spent 63.4% of the Fund on the National Business Development Program; 35.1% on general marketing activities and 1.5% on local sales consulting and coaching. The entire amount was spent on other purposes such as sales staff expenses, sales activities, digital marketing, marketing staff, NBD operations and accounting and customer appreciation. None of these funds were spent to solicit new franchise sales.

CITY WIDE has the right to require cooperatives to be formed, dissolved or merged, and may designate a local or regional advertising coverage area in which a franchisee's business and at least one other franchisee's business is located for purposes of developing a cooperative local or regional advertising or promotional program. If 50% or more of the franchised businesses within the designated market, (DMA) agree to a cooperative program, participating franchisees with each franchisee's share allocated in proportion to its Gross Sales during the preceding twelve-month period, (or portion of) that period. Such payments will be in addition to and exclusive of any other sums you are required to spend on advertising. Currently, however, CITY WIDE has no franchisee cooperatives, but does have one franchisor-owned outlet. CITY WIDE owned outlets do not have controlling voting power on fees imposed by any franchisee cooperatives formed in the future.

You will not advertise or use in advertising or any other form of promotion the Marks or commercial symbols of CITY WIDE without appropriate registration marks or the designations TM or SM where applicable. You will conform all advertising or promotional uses of the Marks to the guidelines set forth in the Operating Manual, Brand Guide and other documentation provided by CITY WIDE.

Under the Franchise Agreement, you must obtain CITY WIDE's prior written consent before you establish a presence on or market your Franchised Business using the Internet. CITY WIDE retains the sole and absolute right to market on the Internet, including the use of social media websites (including but not limited to Facebook, LinkedIn, Instagram, X and YouTube), communication devices (including but not limited to mobile phones), domain names, uniform resource locators, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. You may be requested to provide content for CITY WIDE's Internet marketing and you must follow CITY WIDE's Internet usage rules, policies, and requirements as contained in the Operating Manual. CITY WIDE retains the sole and absolute right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements.

You will participate actively with the Franchise Advisory Council ("**FAC**") and participate in all FAC programs approved by CITY WIDE. The purposes of the FAC include the exchanging ideas and problem-solving methods, advising CITY WIDE on expenditures for marketing and advertising development, providing back-up support and staffing for lobbying and community influence, and coordinating System franchisee efforts. You will pay all FAC assessments levied by the FAC. CITY WIDE has the right to enforce this obligation. Amounts and expenditures may vary periodically due to variations in FAC costs as determined by the FAC and as approved by CITY WIDE. A group may be formed by CITY WIDE and franchisees at a time that CITY WIDE deems the formation of a FAC to be appropriate. See also ITEMS 6, 8 and 9.

Computer Systems

You will not need an electronic point-of-sale system in the Franchised Business.

CITY WIDE has designed a certain compilation of computer software (the "**Software**") to install on hardware, such as a laptop, for use in the operation and management of your Franchised Business such Software and hardware collectively, ("**Technology System**"). The Technology System may include components licensed to CITY WIDE or to Franchisee directly by third parties ("**Suppliers**"). You will purchase from CITY WIDE a Technology System for you and each of your employees. The Initial Technology Fee is \$12,500, excluding the cost of the hardware for each of your employees.

CITY WIDE will also provide you with desktop monitoring, troubleshooting assistance, software updates and other technology-related assistance ("**IT As A Service**") for a monthly fee to support the

efficiency of your Technology Systems. You are required to use CITY WIDE's IT As A Service for the first thirty-six (36) months of operations, as further set forth in the IT As A Service Agreement on Attachment M to the Franchise Agreement.

You will be responsible for the costs of all computer hardware upgrades and replacements of all equipment required to operate the Franchised Business.

CITY WIDE will have independent access to the information generated and stored in City Wide Client Management System, hardware and software.

You must also maintain a functioning e-mail address (provided for you by CITY WIDE) for each employee in your business.

Operating Manual

The table of contents of the Operating Manual is Exhibit F to this disclosure document. This document is maintained online in City Wide YOU by City Wide. When downloaded and printed, the Operating Manual contains 271 pages.

During the term of the Franchise Agreement, CITY WIDE provides you access to its confidential operating manual ("Operating Manual") containing reasonable and mandatory specifications, standards, operating procedures, and rules prescribed periodically by CITY WIDE for Franchise Operations and information relative to other obligations of you and the operation of your Franchise. You must adhere to all the terms and conditions in the current Operating Manual. CITY WIDE's interpretation of the provisions of the current Operating Manual is controlling, and you must abide by CITY WIDE's interpretations. CITY WIDE will have the right to add to and otherwise modify the Operating Manual periodically to reflect changes in the specifications, standards, operating procedures, and rules required by CITY WIDE for Franchised Businesses, provided no addition or modification will change your fundamental status and rights under the Franchise Agreement.

Failure to follow the mandatory specifications and standards in the Operating Manual, as amended, may constitute a material breach of the Franchise Agreement. If a material breach is not cured within 30 days of receipt of the written notice from CITY WIDE, CITY WIDE may terminate the Franchise Agreement. (See Section 8 of the Franchise Agreement)

Site Selection Procedures (See Section 6 of the Franchise Agreement)

You must operate the Franchised Business from an office within your Designated Territory (See ITEM 12). You must submit to CITY WIDE a description of the proposed office site and surrounding areas ("**Location**"). If you are leasing the premises, you must provide CITY WIDE with a copy of the proposed lease and site plan, in which case CITY WIDE has a period of 72 hours upon receipt of the proposal to approve or disapprove the proposed Location. CITY WIDE evaluates proposed Locations based upon factors such as general location, must be within the designated territory, square footage, must be near major highways, and physical appearance. It is your responsibility to secure the premises for the Location of your Franchised Business prior to the Opening Date. You must secure an office site and obtain site approval from us within 120 days of the signing of the Franchise Agreement.

CITY WIDE anticipates the time between signing the Franchise Agreement and opening for business may take up to 120 days, depending on various factors like ease of obtaining equipment and licenses. You will commence operation of the Franchised Business not later than 120 calendar days after the execution and acceptance of the Franchise Agreement. (See Section 7 of the Franchise Agreement).

If you want to relocate, within 90 days before relocation you must submit to CITY WIDE a description of the proposed new Location and, if leasing, you must provide CITY WIDE with a copy of the proposed lease and site plan, in which case CITY WIDE has a period of 72 hours upon receipt of the proposal to accept or reject the proposed Location. Once you relocate, you must provide written notice to CITY WIDE of the address of your new Location.

Training Programs (See Section 4.1 of the Franchise Agreement)

At least one week prior to scheduling the initial training programs, you must successfully complete online training courses in CITY WIDE YOU.

Before you begin operating the Franchised Business, you must attend and complete the mandatory initial training program. You, or a person designated by you (Owner, General Manager, Director of Operations), must complete the mandatory initial training program, to our satisfaction within approximately 120 days of signing the Franchise Agreement. All training must be completed to CITY WIDE's satisfaction. If you and your employees do not satisfactorily complete the training program, City Wide may terminate the Franchise Agreement.

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TRAINING PROGRAM

The initial training program consists of the following:

Subject	Hours of Classroom Training Note 1	Hours of Virtual Training Note 2	Location
Foundations Academy for Owners	32 hours (includes assessment and homework)	0	Kansas City Metropolitan Area or virtual
Sales Academy	32 Hours (includes assessment and homework)	0	Kansas City Metropolitan Area or virtual
Field Operations Academy	32 Hours (includes assessment and homework)	0	Kansas City Metropolitan Area or virtual
Franchise Onboarding		20 Hours	Virtual
Review & Certification for Sales and Field Operations	8 Hours	0	Kansas City Metropolitan Area or virtual
Total	104 Hours	20 Hours	

NOTES:

- (1) Hours of Classroom Training: The length of time spent on a subject and nature of subjects taught may vary depending upon the individual Franchisee's experience and ability.
- (2) Hours of Virtual Training: Virtual Training may not be necessary for the full 20 Hours.

The initial training program will consist of both classroom instruction and virtual online training. The length of time spent on a subject and nature of subjects taught may vary depending upon the individual Franchisee's experience and ability. The initial training program is conducted at a designated training facility located in the Kansas City metropolitan area.

The initial training program is conducted by Mitch Brunette and Bob Christian. Mr. Christian has more than 30 years of business leadership experience and is responsible for the Foundations and Sales Academy. Mr. Brunette has more than 15 years of business leadership experience and is responsible for the Field Operations Academy. CITY WIDE reserves the right to make changes in its training staff as CITY WIDE deems it necessary and advisable, without prior notice.

The course fee included in the Initial Training Fee provides up to five (5) participants to attend the training academies. Two participant spots are for owner(s) to attend the Foundations, Sales, and Field Operations Academies within 120 days of franchise agreement execution. Two additional participant spots are for your sales executives to attend the Sales Academy within 365 days of franchise agreement execution. And one additional participant spot is for one Facility Solutions Manager (or other designated Operations professional) of the franchisee to attend the Field Operations Academy within 365 days of franchise agreement execution. CITY WIDE will make training available to additional managers or staff members designated by you, at your expense.

CITY WIDE conducts the Foundations, Sales and Field Operations Academy approximately four times per year. All training programs will be at times designated by CITY WIDE. For all required additional training courses, seminars and programs, CITY WIDE will provide instructors and training materials. You or your employees will be responsible for any and all other expenses incurred in connection with any courses, seminars and programs, including the costs of transportation, lodging, meals and wages.

Additional training programs will be held in the Kansas City metropolitan area, and will last for no more than five consecutive days and will not occur more than four times per year. CITY WIDE reserves the right to require you to attend additional training if, at any time during your first year of operations, your Franchised Business does not generate enough Gross Sales to pay a Royalty Fee that exceeds the Minimum Royalty Fee.

During both the initial training and any additional training, you must pay the travel, lodging and living expenses during training. For additional training programs, CITY WIDE may also charge a reasonable training fee.

As part of the Initial Fees, CITY WIDE may also conduct initial on-site start-up assistance for unique business circumstances, at your Location for a period not to exceed five (5) working days.

CITY WIDE conducts an annual convention and may periodically conduct additional conferences or training sessions (collectively, “**National Meetings**”) and, if CITY WIDE does, CITY WIDE will determine its duration, curriculum and location (which may be virtual). You must attend each annual convention. You will be responsible for any and all other expenses incurred in connection with any such meetings, including the costs of transportation, lodging, meals, and wages. If you do not attend the annual convention, you will be required to pay a non-attendance fee (currently \$2,000) or an amount specified in the current Operating Manual. In some circumstances, such as being in default of the franchise agreement, you may not be permitted to attend a National Meeting. In such circumstances, you will not be required to pay the non-attendance fee (currently \$2,000) or an amount specified in the current Operating Manual. Whether a Franchisee may or may not attend a National Meeting is in the sole and absolute discretion of the Franchisor. CITY WIDE may increase any non-attendance fee (currently \$2,000) or an amount specified in the current Operating Manual, based upon the venue, attendance level, speakers retained to speak and duration of the National Meeting.

Equipment, Signs, Fixtures, Opening Inventory and Supplies

Except as stated hereinabove or in your Franchise Agreement, or in the Operating Manual, you are not required to purchase any equipment, signs, fixtures, opening inventory or supplies from CITY WIDE or any specified source. However, all such items must meet CITY WIDE’s standards and specifications and must be approved by CITY WIDE. CITY WIDE will provide these standards and specifications to you but will not deliver or install these items.

Insurance

You must maintain certain types of insurance coverage as outlined in the Franchise Agreement and Operating Manual. If you do not, CITY WIDE may immediately obtain or reinstate those required coverages on your behalf, and you must promptly reimburse CITY WIDE for the costs of obtaining such insurance coverage and any additional costs incurred by it in obtaining your coverage or reinstatement.

If you provide service to a National Account, you must carry the types and coverages of insurance required by each National Account Contract and you are solely responsible to ensure that any subcontractors you use to perform the services to a National Account also carries the required types and coverages of insurance.

Accounting Services

For the first twelve (12) months from the Open Date, you must use CITY WIDE Accounting Services for a fee of \$2,500 per month. You must sign an Account Services Agreement, which is attached to the Franchise Agreement as **Attachment L**.

Business Development Services

For the first twelve (12) months from the Open Date, you must use the CITY WIDE Business Development Services for a fee of \$3,500 per month plus any applicable commissions and bonuses. You must sign a Business Development Services Agreement, which is attached to the Franchise Agreement as **Attachment K**.

IT As A Service

For the first thirty-six (36) months from the Open Date you must use CITY WIDE IT As A Service for a fee of \$130 per user, per month. You must sign the IT As A Service Agreement, which is attached to the Franchise Agreement as **Attachment M**.

ITEM 12 TERRITORY

Franchise Agreement

During the term of the Franchise Agreement, as long as you are not in breach of the Franchise Agreement, CITY WIDE will grant you the right to operate one Franchised Business in a designated territory (“**Designated Territory**”). There is no prescribed minimum area granted to you, as each Designated Territory is based upon various factors including population, density of population, whether the territory is categorized as residential or business, and other factors, including the number and density of office buildings in the proposed Designated Territory.

You must establish your office for the Franchised Business (“**Office**”) at a **Location**” within your Designated Territory prior to the commencement of any business or promotional activities. You may not change either the Office or the Location without CITY WIDE’s approval. You must give CITY WIDE at least 90 days’ prior written notice of any such change and CITY WIDE shall have 72 hours to review and approve, or disapprove the new location. You must provide a proposed lease and office site plan for CITY WIDE to review prior to establishing a new location.

At a minimum, your Office must include telephone service dedicated to the Franchised Business which will be answered by an employee, telephone answering service or voice mail (or combination thereof) and which will take calls from customers or employees 24 hours a day (See Section 6.3 of the Franchise Agreement). Your telephone line must meet the requirements for acceptable phone numbers for Google services (as specified in the Operating Manual), such as being active, functional, and directly connected to the business in the target region. It must be landline or major mobile carrier numbers, as VoIP, premium (1-900), fax, and virtual numbers are generally prohibited. Numbers must be under the business' direct control and allow verification, CITY WIDE reserves the right, from time to time, to establish additional requirements concerning the establishment and operation of the Office and you are required to promptly comply with such requirements upon receipt of notice from CITY WIDE.

You will receive an exclusive territory. Your exclusive territory may be modified if you fail to meet the Annual Revenue Per Capita Growth requirement discussed below.

Specifically, if you are an existing franchisee being granted a successor term or you are a franchisee signing the current franchise agreement, you will be required to grow the gross revenues generated by your CITY WIDE Franchised Business to no less than \$0.20 per person per year in your Designated Territory. The rate of \$0.20 is the current rate. On an annual basis beginning on the first day of the fiscal year the metric that we use to measure the annual revenue per capita growth (“**Annual Revenue Per Capita Growth**”) may be adjusted based upon the increase in the Consumer Price Index as currently measured by the Index as defined below, but not to exceed 3%. For purposes of this section, “Index” shall mean (i) the increase in the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor. When the rate is increased based upon the above measurement, CITY WIDE will notify you and the increase will appear in the Manual.

These Annual Revenue Per Capita Growth figures are not financial performance representations for your CITY WIDE Franchised Business. Other than as provided in ITEM 19, CITY WIDE does not furnish or authorize its salespeople to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a CITY WIDE Franchised Business. If your Franchise Agreement is renewed, your Annual Revenue Per Capita Growth must increase by the per capita growth as stated in the Manual and in the then-current Franchise Disclosure Document, generated in the immediately preceding two (2) years of operations.

To retain rights to the Designated Territory, you must meet the Annual Revenue Per Capita Growth in every year in the term of your Franchise Agreement. Specifically, you will be required to grow the gross revenues generated by the Franchised Business to no less than \$0.20 per person per year. You must meet CITY WIDE’S Annual Revenue Per Capita Growth requirement in the first 24 months of operations; from date the Franchised Business opens. If a new franchisee’s Annual Revenue Per Capita Growth is less than \$0.20 at the end of the 24-month period, CITY WIDE will issue a notice of default, and the Franchisee will have a 12-month cure period. If you fail to satisfy the Annual Revenue Per Capita Growth requirement by the end of the 36-month period, you will be deemed in material breach of the Franchise Agreement. You must meet this requirement each year; however, CITY WIDE will measure this requirement for the remainder of the Franchise Agreement using a three-year rolling average. Failure to meet the Annual Revenue Per Capita Growth requirement on a rolling 36-month basis (or on the 24th month for new franchisees) constitutes a material breach of the Franchise Agreement. If such a breach occurs and is not cured within the designated cure period, CITY WIDE will have the right to reduce the size of your Designated Territory, grant other franchisees within the Designated Territory by splitting the territory, or to terminate the Franchise Agreement, provided that there will be a period of not less than one (1) year to cure such a breach.

Furthermore, the license granted to you by CITY WIDE is limited to the right to develop and operate one Franchised Business at the Location located in the Designated Territory, and does not include (i) any right to market or sell products or services identified by the Marks at any location other than the Location, or through any other channels or methods of distribution, including the Internet (or any existing or future form of electronic commerce including but not limited to social media websites and mobile communication devices), except by policies stated in the Operating Manual; (ii) any right to sell products or services identified by the Marks to any person or entity for resale or further distribution; or (iii) any right to exclude, control, or impose conditions on CITY WIDE's development of future franchised, company, or Affiliate-owned Franchised Businesses at any time outside of the Territory.

You also acknowledge and agree that CITY WIDE and its Affiliates reserve the right to:

1. Establish and/or license other Franchised Businesses at any location outside of the Designated Territory as CITY WIDE deems appropriate.
2. Establish and license others to establish businesses under other systems using the Marks or other proprietary marks, which businesses may be located within or outside the Designated Territory, provided, however, that, except as specifically provided in the Franchise Agreement, CITY WIDE will not license or establish a business substantially similar to the Franchised Business and using the Marks within your Designated Territory.
3. Sell the services, products, materials and related equipment authorized for your Franchised Business under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and under terms CITY WIDE deems appropriate within and outside your Designated Territory.
4. Advertise and sell the services, products, materials, and related equipment authorized as associated with your Franchised Business under the Marks through dissimilar channels of distribution including, without limitation, by electronic means such as the Internet and websites CITY WIDE establishes and under terms CITY WIDE deems appropriate within and outside your Designated Territory.
5. Advertise the System on the Internet and create, operate, maintain and modify, or discontinue the use of one or more websites using the Marks.
6. Acquire the assets or ownership interest of one or more businesses providing services, products, materials and related equipment like those provided at your Franchised Business, and franchise under a service mark or trademark other than CITY WIDE's Marks, license or grant the right to others to operate those businesses once acquired, regardless of whether these businesses are located or operating within your Designated Territory.
7. Be acquired by a business providing services, products, materials and equipment like those provided at your Franchised Business, even if such business operates, franchises and /or licenses competitive businesses in your Designated Territory.
8. Maintain the National Business Development Program. If you are unable to fully service a National Account in your Designated Territory, CITY WIDE, an Affiliate, or a third party CITY WIDE designee (including another CITY WIDE franchisee) may provide the services necessary to fulfill a National Account in your Designated Territory and you will not be entitled to any compensation in connection with that transaction. CITY WIDE currently uses its affiliate, Areté Facility Management, LLC, to provide these services.

9. Engage in any other activities not expressly prohibited in the Franchise Agreement.

In consideration of CITY WIDE's agreement not to grant another CITY WIDE franchise in your Designated Territory, you must at all times use your best efforts to promote and increase the sales and service of the Franchised Business and to affect the widest and best possible distribution, sale and placement, solicitation and servicing of all potential clients for authorized CITY WIDE services throughout the Designated Territory.

Franchisee may solicit or accept accounts from clients outside of its Designated Territory, provided that such accounts or clients are not within the designated territory of another franchisee or affiliate-owned location, so long as Franchisee agrees to comply with all out-of-territory account protocols established by Franchisor or as set forth in the Operating Manual. If Franchisee accepts accounts outside of the Designated Territory, such as in a contiguous area and the area subsequently becomes the designated territory of another franchisee or affiliate-owned location, the new franchisee has exclusive rights to any accounts sold outside of the Designated Territory. At the new franchisee's discretion, the new franchisee has up to 12 months from its opening date to determine if it wants the accounts to be transferred to the new franchisee to service the accounts or allow Franchisee to continue to service the accounts. If the accounts are being transferred to the new franchisee, Franchisee must ensure it cooperates in the transfer of the accounts and provides best efforts to minimize loss of business. Both Franchisee and new franchisee must comply with all transfer protocols and requirements then set forth in the Operating Manual.

You have no options or rights of first refusal to acquire additional franchises outside the Designated Territory or in any contiguous territory. However, CITY WIDE will favorably consider granting additional territory to Franchisees who meet its qualifications.

ITEM 13 TRADEMARKS

CITY WIDE grants you the right to operate a Franchised Business under the trade name and service mark "CITY WIDE" and "CITY WIDE" and Design, and under any other trade names, trademarks, service marks, logotypes, or other commercial symbols ("**Marks**") currently authorized for use or that may thereafter be authorized by CITY WIDE for use in connection with the operation of Franchises under the System. Under a license agreement dated July 11, 2025, between CITY WIDE Franchise Holding Company Enterprises, LLC. and CITY WIDE, CITY WIDE has rights to the use of the Marks. The term of the license agreement is for successive 10-year terms.

CITY WIDE has registered the following Marks with the USPTO on the Principal Register:

Mark	Registration Date	Registration Number	Status
	March 17, 2009	Reg. No. 3,590,034	Registered on the Principal Register
	August 9, 2011	Reg. No. 4,009,441	Registered on the Principal Register

CITY WIDE FACILITY SOLUTIONS	March 16, 2021	Reg. No. 6,292,637	Registered on the Principal Register
	July 19, 2022	Reg. No. 6,791,952	Registered on the Principal Register
	July 19, 2022	6,791,953	Registered on the Principal Register
	February 21, 2023	6,987,575	Registered on the Principal Register

CITY WIDE has made all required renewal and affidavit filings (if any are due) for these registrations.

You are authorized to use the Marks appearing in the table above, or other Marks subsequently developed and designated by CITY WIDE, in the operation of your Franchised Business, if you do so following CITY WIDE's standards and specifications.

No state registrations of any of the Marks have been applied for or granted

CITY WIDE is not aware of any presently effective determinations of the United States Patent and Trademark Office, the trademark administrator of any state, or any court, or of any pending interference, opposition, or cancellation proceeding, or any pending material litigation concerning any of the Marks.

There are no infringing uses known to CITY WIDE that could materially affect your use of the Marks in this state or in any other state in which the Franchised Businesses are located. There are no agreements currently in effect that significantly limit the rights of CITY WIDE to use or license the use of the Marks, trade names, logotypes or other commercial symbols in any manner material to the franchise, except as set forth herein.

CITY WIDE may change or modify the System presently identified by the Marks including the adoption and use of new or modified trade names, service marks, trademarks or copyrighted materials, new programs or systems for the franchise system, new product lines, new employee training, new equipment or new techniques and you shall accept, use and display any changes in the System as if they were part of the Franchise Agreement at the time of its execution.

All usage of the Marks by you and any goodwill established thereby will inure to the exclusive benefit of CITY WIDE and its Licensor.

You shall promptly notify CITY WIDE of any claim, demand, or cause of action based upon or arising from any attempt by any other person, firm or corporation to use the Marks or any colorable imitation thereof. You shall notify CITY WIDE of any action, claim, or demand against you relating to the

Marks, within 10 calendar days after you receive notice of said action, claim, or demand. Upon receipt of timely notice of an action, claim, or demand against you relating to the Marks, CITY WIDE or its Licensor, shall have the sole and absolute right to defend any action. CITY WIDE or its Licensor shall have the exclusive right and obligation to contest or bring action against any third party regarding the third party's use of any of the Marks and shall exercise this right at its sole and absolute right. In any defense or prosecution of any litigation relating to the Marks or components of the System undertaken by CITY WIDE or its Licensor, you shall cooperate with CITY WIDE, or its Licensor sign any documents and take all actions as may be desirable or necessary in the opinion of CITY WIDE's or Licensor's counsel, to carry out this defense or prosecution. All parties will make every effort consistent with the foregoing to protect, maintain, and promote the Marks as identifying the System. CITY WIDE makes no representation or warranty, express or implied, as to the use, exclusive ownership, validity, or enforceability of the Marks.

CITY WIDE has no obligation, under the Franchise Agreement or other agreement to indemnify you for damages if you are a party to any administrative or judicial proceeding involving the Marks.

You may not use any of the Marks as part of any corporate or trade name, or in any modified form or in connection with the sale of any unauthorized product or service. You must comply within a reasonable time if CITY WIDE notifies you that the use of any Mark be discontinued or modified.

CITY WIDE or its agents shall, at all reasonable times, and in a reasonable manner, have the right of entry and inspection of your Franchised Business. CITY WIDE shall have the right to observe the manner in which you are rendering services and conducting operations and to inspect equipment, merchandise, accessories, products, supplies, reports, forms, documents, and related data for test of content and evaluation purposes to make certain that your Franchised Business is being operated in accordance with the quality control provisions and performance standards established by CITY WIDE.

In the highly unlikely event that CITY WIDE would lose the right to license the Mark, CITY WIDE would promptly initiate an effort to acquire and provide the use thereof to you of an appropriate Mark or Marks to replace the "CITY WIDE" Mark, at no additional cost to you, except for stationery and other supplies.

Your use of the trademarks, service marks, or commercial symbols of CITY WIDE in any advertising or in any form of promotion shall conform to the guidelines stated in Section 5 of the Franchise Agreement, Attachment D to the Franchise Agreement, and the Operating Manual, and as that Attachment D to the Franchise Agreement is periodically modified in the Operating Manual.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

CITY WIDE owns no registered patents that are material to the System. If, at the sole and absolute right of CITY WIDE, it becomes advisable at any time to acquire additional patents or copyrights, you shall be obligated to use this patent or copyright as prescribed by CITY WIDE.

CITY WIDE claims common law rights and copyright protection for the signage, promotional materials, Operating Manual, training materials, agreements, bid sheet, bid system, and any other documents and materials used in connection with the operation of the System and CITY WIDE facilities and Franchised Businesses.

There are no pending patent applications that are material to the franchise.

Proprietary Information

You are prohibited from duplication of the CITY WIDE System and shall not disclose or cause to be disclosed any part of the CITY WIDE System or Operating Manual.

Your entire knowledge of the operation of the Franchised Business is derived from information disclosed to you by CITY WIDE and certain information is proprietary, confidential, and a trade secret of CITY WIDE. “**Trade Secret**” includes the Business Records and the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures, and/or improvements regarding the Franchised Business that is valuable and secret in the sense that it is not generally known to competitors of CITY WIDE. You shall maintain the absolute confidentiality of all trade secret information during and after the term of the franchise and will not use any information in any other business or in any manner not specifically authorized or approved in writing by CITY WIDE. However, your obligation to maintain proprietary information confidential should not include the following exceptions: (i) information as previously known by you before disclosure by CITY WIDE if you identify any information as previously known; (ii) information disclosed to you by a third party, unless the third party is under a duty not to disclose or use the information, or unless the third party is not in rightful possession of any information; or (iii) information generally known in the pertinent trade. Information shall be deemed generally known only if you can establish that the full particulars of the proprietary information in the combination disclosed to you are well known or generally used within the trade or industry.

Exceptions (i) - (iii) above shall only apply if you notify CITY WIDE of the pertinent exception (i) - (iii) within 30 days after disclosure of CITY WIDE to you of any confidential proprietary information.

Proprietary information shall not be deemed to be within the foregoing exceptions merely because this information is embraced by part of or more general information in the public domain or in your possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain and are in your possession, but only if the combination itself, its principal of operation, knowledge, or know-how are in the public domain or in your possession.

You will divulge confidential information and trade secrets only to those of your employees as they must have access to it in order to operate the Franchised Business. Any and all information, knowledge and know-how, including, specifications and materials concerning commercial janitorial services, commercial janitorial supplies, carpet cleaning, window washing, construction clean-up, blind cleaning, hard surface floor care, pest control, upholstery cleaning, concrete coatings, and other commercial services concepts, and the CITY WIDE System, systems and activities, and other data which CITY WIDE designates as confidential shall be deemed confidential for purposes of the Franchise Agreement.

CITY WIDE is entitled to immediate equitable remedies, including restraining orders and injunctive relief, in order to safeguard the proprietary, confidential, unique, and special information of CITY WIDE. All of your employees having access to the confidential and proprietary information of CITY WIDE shall sign a confidentiality agreement in a form acceptable to CITY WIDE.

CITY WIDE has no obligations under the Franchise Agreement or otherwise to protect any or all rights that you have or may acquire to use a patent, patent application, or copyright which CITY WIDE may have or obtain.

There is no infringing use known to CITY WIDE or its affiliates, which would materially affect your use of proprietary and/or copyrighted materials.

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

You are required to personally oversee the day-to-day operations of the Franchised Business and must reside full-time, year-round, within the Designated Territory. If the Franchisee wishes to appoint a full-time Manager (“**Manager**”) to handle daily operations at a specific location, you must first obtain approval from CITY WIDE. The Manager must be a trained and competent employee, possess the necessary experience to operate the Franchised Business in accordance with the Operating Manual, and reside full-time, year-round within the Designated Territory. Additionally, the Manager must hold at least 20% ownership interest in the Franchisee and meet the current qualifications CITY WIDE requires for new franchisees. If a Manager is appointed, you are expected to fully support them in their role. CITY WIDE reserves the right to request proof of residency for you or your Manager, as well as documentation verifying the Manager’s ownership interest. The Manager must sign the Guaranty and Assumption of Obligations, the Confidentiality Agreement, and the Non-Compete Agreement, attached hereto as Attachments A, E, and F respectively prior to attending training. CITY WIDE’s approval of the Manager may be withdrawn if Franchisee is in default of the Franchise Agreement. From time to time, CITY WIDE may modify the criteria outlined herein and establish new criteria as it relates to the appointment of the Manager.

You must comply with CITY WIDE’s staffing requirements which are detailed in the Operating Manual. Your failure to comply with these requirements will constitute a material breach of the Franchise Agreement and will permit CITY WIDE to terminate the Franchise Agreement.

You must submit underlying documents executed and filed by the State under which the legal entity was formed. For a limited liability company, you must submit your operating agreement; for a corporation, you must submit your articles of incorporation. These documents must be submitted before you attend training. Any and all owners, including but not limited to shareholders, directors, and officers, or members must sign an agreement guaranteeing Franchisee’s obligations under the Franchise Agreement (See Section 12.3 of the Franchise Agreement and **Attachment A** to the Franchise Agreement). Each partner, shareholder, director, officer, or member of a Franchisee and, if applicable, any spouses or domestic partners of each partner, shareholder, director, officer, or member of Franchisee and Manager must sign the Non-Compete Agreement contained in the Franchise Agreement.

See also ITEMS 14 and 17 of this Franchise Disclosure Document.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell those services that consist solely of providing commercial janitorial services, commercial janitorial supplies, carpet cleaning, window washing, construction clean-up, blind cleaning, hard surface floor care, pest control, upholstery cleaning, concrete coatings, and other commercial services to a variety of commercial customers typically through the use of independent contractors.

CITY WIDE may change or add additional authorized services or items and there are no limits to CITY WIDE’s rights to do so.

See also ITEMS 8, 9 and 12 of this Franchise Disclosure Document.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2	10 years.
b. Successor or extension of the term	Section 2	Two (2) additional consecutive terms of five (5) years each.
c. Requirements for you to renew or extend	Section 2	Your Successor Franchise right permits you to remain as a franchise after the initial term of your Franchise Agreement expires only for the additional terms and only if you meet the renewal conditions. If you wish to do so, and you satisfy the pre-conditions to obtaining a Successor Franchise, the Franchisor will offer you the right to obtain two additional consecutive terms of 5 years each. You must be in good standing, including compliance with the Annual Revenue Per Capita Growth and Operating Manual; notify CITY WIDE in writing 12 months before the Franchise Agreement expires that you want a Successor Term; sign CITY WIDE's then-current form of Franchise Agreement, which may materially differ from the terms of the original Franchise Agreement; pay a Successor Fee of 50% of the then-current Initial Franchise Fee; sign a general release of all claims you may have against CITY WIDE.; and provide proof to CITY WIDE that you have the right to remain at your Location.
d. Termination by you	Not Applicable	Not Applicable.
e. Termination by Franchisor without cause	Section 14	CITY WIDE cannot terminate without cause.
f. Termination by Franchisor with cause	Section 14	CITY WIDE can terminate only for cause.
g. "Cause" defined – defaults which can be cured	Section 14.2	Failure to operate the Franchised Business or forfeiture of the right to transact business in the jurisdiction containing the Designated Territory; violation of safety or other laws, regulations or ordinances; failure to meet financial obligations or timely submit reports; failure to comply with any

Provision	Section in Franchise Agreement	Summary
		provision of the Franchise Agreement or Operating Manual; misuse or impairment of the Marks or Software; copyright infringement; default under the Promissory Note; unauthorized transfer ; failure to comply with CITY WIDE requirements regarding Minimum Royalty Fee or Minimum Customer Retention; growth targets; or failure to have minimum staffing levels.
h. “Cause” defined – non-curable defaults	Section 14.1	Specified financial problems; conviction of a crime involving moral turpitude; falsification of books or records; inability to satisfactorily complete training; repeated defaults; failure to operate according to standards in the Operating Manual or the Franchise Agreement; any other franchise agreement between Franchisor and you is terminated; or abandonment.
i. Your obligations on termination/non-renewal	Section 15	You must stop using the Marks; pay any monies you owe under the Agreement; delete from your computer’s hard drive and/or destroy all downloaded, paper copies of Operating Manual and other CITY WIDE materials; change all phone numbers; provide all Business Records to CITY WIDE; assign to CITY WIDE or its designee any assumed name or equivalent registration which contains the name “CITY WIDE” or any other Mark; pay to CITY WIDE all damages, costs, and expenses, including reasonable attorneys’ fees, incurred by CITY WIDE subsequent to termination or expiration in connection with obtaining injunctive or other relief under the Franchise Agreement; provide all signage to CITY WIDE; and take further action as may be required by the Operating Manual or reasonably requested by CITY WIDE; and, if due to your default, forfeit any royalty rebate.
j. Assignment of contract by Franchisor	Section 13	No restriction on CITY WIDE’s right to assign.
k. “Transfer” by you – definition	Section 13	“Transfer” means to give away, sell, assign, pledge, lease, sublease, devise, or otherwise transfer, either directly or by operation of law or in any other manner, all or any portion of this Agreement; any of Franchisee’s rights or obligations under this Agreement, the Franchised Business; or any shares of stock, partnership interest, or interest of any kind or nature in Franchisee or any Affiliated Company. Includes transfer of contract or assets or changes in ownership.

Provision	Section in Franchise Agreement	Summary
l. Franchisor's approval of transfer by you	Section 13	You may not transfer except with CITY WIDE's express written consent.
m. Conditions for Franchisor's approval of transfer	Section 13	You must ask CITYWIDE at least 60 days before to approve a transfer; you must pay a Transfer Fee equal to \$25,000 and pay any applicable third-party broker fee; you must be in compliance with the Franchise Agreement and Operating Manual; transferee must meet CITY WIDE's standards,, sign the current form of franchise agreement, and pay all required fees (including Initial Fees). If you transfer your Franchised Business, you are not allowed to engage in competing business for at least two years from the time of the closing date of the transfer. You must sign a General Release in favor of City Wide (Attachment N to the Franchise Agreement); provide us with written notice to the landlord; and pay in full any money owed to City Wide.
n. Franchisor's right of first refusal to acquire your business	Section 20	If you propose to sell the Franchised Business, its assets or part of the ownership of Franchisee, CITY WIDE will have a right of first refusal for 60 days to purchase for the price, terms and conditions offered to you (except CITY WIDE may substitute cash for payment terms).
o. Franchisor's option to purchase your business	Section 20	When the Agreement terminates or expires, CITY WIDE will have an option, but not an obligation, to purchase from you any assets of the Franchised Business and any materials containing the Marks at the lower of fair market value or your cost; CITY WIDE must notify you within 60 days after the termination or expiration. CITY WIDE shall have up to six months to pay the entirety of the agreed-upon purchase price.
p. Your death or disability	Sections 13 & 21	Survivor or estate may continue to operate if it meets CITY WIDE standards, completes training, and signs an agreement that the survivor or estate agrees to be bound by the Franchise Agreement; Survivor will have up to 60 days to elect to acquire or retain such interest (subject to CITY WIDE's written approval). If Survivor does not desire to acquire or retain such interest, then Survivor will thereafter have six (6) months to make a transfer to

Provision	Section in Franchise Agreement	Summary
		a transferee approved by CITY WIDE, subject to compliance with the transfer restrictions above; provided, however, that the Survivor will, throughout such period, fulfill all duties of Franchisee under this Agreement. The 6 months will be extended by up to 60 days to account for CITY WIDE's right of first refusal under described above. Failure to so dispose of the interest within such time will constitute a material breach of the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 12; Attachment F	You cannot be involved in a competing business, subject to applicable state law. You cannot attempt to circumvent the competing business restriction by engaging in prohibited activity indirectly through any other person or entity, including your spouse and other family members, subject to applicable state law..
r. Non-competition covenants after the franchise is terminated or expires	Section 12; Attachment F	You cannot be involved in a competing business in your Designated Territory for 2 years after the Franchise Agreement terminates or expires, within the Standard Metropolitan Statistical Area (SMSA) where the Franchised Business Location is located, or within 150 miles of any other CITY WIDE location, whether franchised or operated by CITY WIDE or one of its franchisees or affiliates, subject to applicable state law.
s. Modification of the agreement	Section 22	The Franchise Agreement cannot be modified unless both parties have signed the modifications in writing, but Operating Manual may be changed by CITY WIDE. However, if, at any time during the Term, 60% or more of the franchisees then operating within the CITY WIDE System provide their written consent to a written request by CITY WIDE to modify a provision in the Franchise Agreement, you are deemed to have provided your assent to such a modification to the Franchise Agreement.
t. Integration/merger clause	Section 30.7	Only the terms of the Franchise Agreement are binding (subject to state law). Other terms in other documents may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 27	You must arbitrate all disputes in Johnson County, Kansas.
v. Choice of forum	Section 27	Must arbitrate in Johnson County, Kansas (subject to applicable state law).

Provision	Section in Franchise Agreement	Summary
w. Choice of law	Section 29	Kansas law applies. (subject to applicable state law).

ITEM 18 PUBLIC FIGURES

CITY WIDE does not use public figures to promote the business or the franchise system.

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.

The financial data represented in this Item 19 is based on historical information provided by CITY WIDE franchisees to our Predecessor for the periods ending December 31 of each presented period.

Kansas City is not included in Tables 2(a), 3(a), 4(a) and 5(a), which address revenue ramp rate for the first sixty months.

Introduction to Table No. 1

The figures below in **Table No. 1** represent the average Gross Sales (“**Average Gross Sales**”) generated by the sale of CITY WIDE services made by the franchisees that satisfied the Average Gross Sales Reporting Criteria (defined below) during the twelve month periods ending December 31, 2024, and December 31, 2025.

**TABLE NO. 1
AVERAGE GROSS SALES FOR 2024 AND 2025**

	2024 Gross Sales	2025 Gross Sales
High	\$51,628,184	\$50,560,080
Low	\$461,984	\$660,695
Median	\$4,798,193	\$5,518,501
Average	\$8,938,134	\$9,821,794

Notes to Table No. 1:

(1) As of December 31, 2024, Our Predecessor had 99 CITY WIDE franchisees operating in the CITY WIDE System. Of the total number of CITY WIDE franchisees operating, 93 CITY WIDE franchisees met all of the following criteria (“**Average 2024 Gross Sales Reporting Criteria**”): each CITY WIDE franchise was operated under a standard Franchise Agreement, had been open and operating for at

least one full 12 month period by December 31, 2024 (“**Average 2024 Gross Sales Reporting Period**”), had submitted required Royalty Fee reports, and had operated continuously during the period between January 1, 2024 and December 31, 2024. The results of the remaining six CITY WIDE franchisees did not satisfy one or more of the Average 2024 Gross Sales Reporting Criteria. All CITY WIDE franchisees that satisfied the Average 2024 Gross Sales Reporting Criteria are included in this table.

(2) As of December 31, 2025, our Predecessor had 103 CITY WIDE franchisees operating in the CITY WIDE System. Of the total number of CITY WIDE franchisees operating, 99 CITY WIDE franchisees met all of the following criteria (“**Average 2025 Gross Sales Reporting Criteria**”): each CITY WIDE franchise was operated under a standard Franchise Agreement, had been open and operating for at least one full 12 month period by December 31, 2025 (“**Average 2025 Gross Sales Reporting Period**”), had submitted required Royalty Fee reports, and had operated continuously during the period between January 1, 2025 and December 31, 2025. The results of the remaining four CITY WIDE franchisees did not satisfy one or more of the Average 2025 Gross Sales Reporting Criteria. All CITY WIDE franchisees that satisfied the Average 2025 Gross Sales Reporting Criteria are included in this table.

(3) Of the 93 CITY WIDE franchisees who satisfied the Average 2024 Gross Sales Reporting Criteria, 31 met or exceeded the average 2024 Gross Sales figure above of \$8,938,134 in 2024 Gross Sales.

(4) Of the 99 CITY WIDE franchisees who satisfied the Average 2025 Gross Sales Reporting Criteria, 36 met or exceeded the average 2025 Gross Sales figure above of \$9,821,794 in 2025 Gross Sales.

(5) The Average Gross Sales were prepared from the sales records and reports, as generated by our Predecessor’s required accounting software, and submitted to our Predecessor by franchisees, based on prices charged for CITY WIDE services by the managers or owners of each of the CITY WIDE franchisees satisfying the Average 2024 Gross Sales Reporting Criteria or the Average 2025 Gross Sales Reporting Criteria, as applicable.

(6) The Average Gross Sales figures are derived from the aggregate sales of CITY WIDE services, prepared from sales records and reports, as generated by our Predecessor’s required accounting software, and submitted to our Predecessor by the CITY WIDE franchisees satisfying the Average 2024 Gross Sales Reporting Criteria or the Average 2025 Gross Sales Reporting Criteria.

(7) We have written substantiation in our possession to support the information appearing in this ITEM 19. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request. Franchisees or former franchisees listed in this disclosure document may also be a source of information.

(8) This information has not been audited, and CITY WIDE has not independently verified any of the franchisee-supplied figures reported in this ITEM 19.

Introduction to Table No. 2 through Table No. 5

Table No. 2, Table No. 3, Table No. 4, and Table No. 5 contain information about the financial performance of the 93 franchised locations that satisfied the Quartile Reporting Criteria during the twelve-month period ending December 31, 2024, and the 99 franchised locations that satisfied the Quartile Reporting Criteria during the twelve-month period ending December 31, 2025. Specifically, the information in the four tables is organized into four quartiles (“**Quartiles**”) which were determined based on the Gross

Sales generated by those franchised locations during our Predecessor’s respective fiscal year in descending order.

The first quartile is comprised of the 23 franchised locations that generated the most Gross Sales during our Predecessor’s 2024 fiscal year and the 25 franchised locations that generated the most Gross Sales during our Predecessor’s 2025 fiscal year (“**First Quartile**”); the second quartile is comprised of the next 23 franchised locations for our Predecessor’s 2024 fiscal year and the next 25 locations for our Predecessor’s 2025 fiscal year (“**Second Quartile**”); the third quartile is comprised of the next 23 franchised locations for our Predecessor’s 2024 fiscal year and the next 25 franchised locations for our Predecessor’s 2025 fiscal year (“**Third Quartile**”); and the fourth quartile is comprised of our Predecessor’s remaining 24 franchised locations for the 2024 fiscal year and the remaining 24 franchised locations for our Predecessor’s 2025 fiscal year (“**Fourth Quartile**”).

The figures in **Table No. 2(a)**, **Table No. 3(a)**, **Table No. 4(a)**, and **Table No. 5(a)** represent Monthly Gross Sales generated, and Net Royalties paid by franchisees during the first 12 months, 24 months, 36 months, 48 months, and 60 months of operations. The information is broken down by franchisee growth Quartiles as they existed on **December 31, 2025**.

The figures in **Table No. 2(b)(i) and (ii)**, **Table No. 3(b)(i) and (ii)**, **Table No. 4(b)(i) and (ii)**, and **Table No. 5(b)(i) and (ii)** represent Annual Gross Sales experienced by franchisees in each of the four Quartiles **for our Predecessor’s 2024 and 2025 fiscal years** resulting from the sale of CITY WIDE services during our Predecessor’s 2025 fiscal year.

The figures in **Table No. 2(c)(i) and (ii)**, **Table No. 3(c)(i) and (ii)**, **Table No. 4(c)(i) and (ii)**, and **Table No. 5(c)(i) and (ii)** represent Independent Labor Costs and Gross Margin as a percentage of Gross Sales experienced by franchisees relating to the sale of CITY WIDE services during our Predecessor’s **2024 and 2025 fiscal years**.

TABLE NO. 2 FIRST QUARTILE

**Table No. 2(a)
Monthly Gross Sales and Net Royalties in Specific Time Frames at December 31, 2025**

Monthly Gross Sales - Specific Time Frames	At the 12th Month	At the 24th Month	At the 36th Month	At the 48th Month	At the 60th Month
High - Monthly Revenue	\$334,339	\$513,714	\$1,372,575	\$1,008,543	\$1,085,144
Low – Monthly Revenue	\$88,955	\$178,081	\$260,078	\$266,053	\$357,497
Average Monthly Gross Sales	\$158,430	\$275,003	\$421,636	\$430,235	\$528,925
Number of Locations That Met or Exceeded Average Monthly Gross Sales	8	9	6	7	6
Median Monthly Gross Sales	\$141,353	\$235,942	\$360,243	\$398,214	\$469,891
Average Monthly Net Royalties	\$7,922	\$13,750	\$21,082	\$21,512	\$26,446
Median Monthly Net Royalties	\$7,068	\$11,797	\$18,012	\$19,911	\$23,495

Monthly Gross Sales - Specific Time Frames	At the 12th Month	At the 24th Month	At the 36th Month	At the 48th Month	At the 60th Month
Number of Locations That Met or Exceeded Average Monthly Net Royalties	8	9	6	7	6

Table No. 2(b)(i)
2024 Annual Revenue for 23 Locations

	Annual Revenue
High	\$51,628,184
Low	\$11,799,482
Median	\$19,912,140
Average (met or exceeded by 8 locations, or 35%)	\$22,736,949

Table No. 2(b)(ii)
2025 Annual Revenue for 25 Locations

	Annual Revenue
High	\$50,560,080
Low	\$14,101,471
Median	\$20,173,592
Average (met or exceeded by 9 locations, or 36%)	\$24,352,332

Table 2(c)(i)
2024 Costs as a Percentage of Annual Revenue for 23 Locations

	Independent Labor Cost as a Percentage of Total Revenue	Gross Margin as a Percentage of Total Revenue
Average	66.39%	33.42%
Number of Locations That Met or Exceeded Average	9	12
Median	65.92%	34.19%

Table 2(c)(ii)
2025 Costs as a Percentage of Annual Revenue for 25 Locations

	Independent Labor Cost as a Percentage of Total Revenue	Gross Margin as a Percentage of Total Revenue
Average	61.54%	33.88%
Number of Locations That Met or Exceeded Average	14	16
Median	61.78%	34.42%

**TABLE NO. 3
SECOND QUARTILE**

**Table 3(a)
Monthly Gross Sales and Net Royalties in Specific Time Frames at December 31, 2025**

Monthly Gross Sales - Specific Time Frames	At the 12th Month	At the 24th Month	At the 36th Month	At the 48th Month	At the 60th Month
High - Monthly Revenue	\$86,457	\$174,316	\$250,875	\$265,797	\$350,178
Low - Monthly Revenue	\$51,443	\$95,843	\$144,831	\$175,124	\$203,339
Average Monthly Gross Sales	\$65,007	\$135,039	\$197,301	\$214,759	\$281,670
Number of Locations That Met or Exceeded Average Monthly Gross Sales	11	12	9	8	8
Median Monthly Gross Sales	\$63,724	\$131,573	\$193,658	\$209,876	\$282,040
Average Monthly Net Royalties	\$3,250	\$6,752	\$9,865	\$10,738	\$14,084
Number of Locations That Met or Exceeded Average Monthly Net Royalties	11	12	9	8	8
Median Monthly Net Royalties	\$3,186	\$6,579	\$9,683	\$10,494	\$14,102

**Table 3(b)(i)
2024 Annual Revenue for 23 Locations**

	Annual Revenue
High	\$11,650,211
Low	\$5,319,988
Median	\$7,911,982
Average (met or exceeded by 10 locations, or 48%)	\$8,265,141

**Table 3(b)(ii)
2025 Annual Revenue for 25 Locations**

	Annual Revenue
High	\$13,245,279
Low	\$5,518,501
Median	\$8,208,942
Average (met or exceeded by 11 locations, or 44%)	\$8,919,915

**Table 3(c)(i)
2024 Costs as a Percentage of Annual Revenue for 23 Locations**

	Independent Labor Cost as a Percentage of Total Revenue	Gross Margin as a Percentage of Total Revenue
Average	65.34%	34.34%
Number of Locations That Met or Exceeded Average	17	7
Median	66.35%	33.42%

Table 3(c)(ii)
2025 Costs as a Percentage of Annual Revenue for 25 Locations

	Independent Labor Cost as a Percentage of Total Revenue	Gross Margin as a Percentage of Total Revenue
Average	62.09%	33.30%
Number of Locations That Met or Exceeded Average	12	13
Median	62.09%	33.37%

TABLE NO. 4
THIRD QUARTILE

Table 4(a)
Monthly Gross Sales and Net Royalties in Specific Time Frames at December 31, 2025

Monthly Gross Sales - Specific Time Frames	At the 12th Month	At the 24th Month	At the 36th Month	At the 48th Month	At the 60th Month
High - Monthly Revenue	\$51,100	\$93,874	\$135,510	\$167,999	\$192,822
Low - Monthly Revenue	\$29,311	\$63,378	\$85,431	\$107,139	\$142,717
Average Monthly Gross Sales	\$39,464	\$77,246	\$109,450	\$136,013	\$164,024
Number of Locations That Met or Exceeded Average Monthly Gross Sales	13	12	10	9	6
Median Monthly Gross Sales	\$39,757	\$79,024	\$106,733	\$139,336	\$160,052
Average Monthly Net Royalties	\$1,973	\$3,862	\$5,473	\$6,801	\$8,201
Number of Locations That Met or Exceeded Average Monthly Net Royalties	13	12	10	9	6
Median Monthly Net Royalties	\$1,979	\$3,951	\$5,337	\$6,967	\$8,003

Table 4(b)(i)
2024 Annual Revenue for 23 Locations

	Annual Revenue
High	\$4,798,193
Low	\$2,477,895
Median	\$3,802,680

	Annual Revenue
Average (met or exceeded by 13 locations, or 57%)	\$3,574,971

Table 4(b)(ii)
2025 Annual Revenue for 25 Locations

	Annual Revenue
High	\$5,319,215
Low	\$2,806,673
Median	\$3,775,419
Average (met or exceeded by 12 locations, or 48%)	\$4,054,363

Table 4(c)(i)
2024 Costs as a Percentage of Annual Revenue for 23 Locations

	Independent Labor Cost as a Percentage of Total Revenue	Gross Margin as a Percentage of Total Revenue
Average	63.48%	36.13%
Number of Locations That Met or Exceeded Average	19	5
Median	65.61%	33.57%

Table 4(c)(ii)
2025 Costs as a Percentage of Annual Revenue for 25 Locations

	Independent Labor Cost as a Percentage of Total Revenue	Gross Margin as a Percentage of Total Revenue
Average	61.89%	34.02%
Number of Locations That Met or Exceeded Average	14	9
Median	62.64%	33.27%

TABLE NO. 5
FOURTH QUARTILE

Table 5(a)
Monthly Gross Sales and Net Royalties in Specific Time Frames at December 31, 2025

Monthly Gross Sales - Specific Time Frames	At the 12th Month	At the 24th Month	At the 36th Month	At the 48th Month	At the 60th Month
High - Monthly Revenue	\$48,782	\$63,036	\$82,729	\$104,893	\$139,615
Low - Monthly Revenue	\$8,138	\$18,897	\$24,251	\$52,565	\$22,747
Average Monthly Gross Sales	\$22,339	\$42,740	\$60,027	\$78,345	\$89,379

Monthly Gross Sales - Specific Time Frames	At the 12th Month	At the 24th Month	At the 36th Month	At the 48th Month	At the 60th Month
Number of Locations That Met or Exceeded Average Monthly Gross Sales	14	12	11	7	9
Median Monthly Gross Sales	\$23,859	\$43,581	\$62,068	\$76,118	\$93,221
Average Monthly Net Royalties	\$1,117	\$2,137	\$3,001	\$3,917	\$4,469
Number of Locations That Met or Exceeded Average Monthly Net Royalties	14	12	11	7	9
Median Monthly Net Royalties	\$1,193	\$2,179	\$3,103	\$3,806	\$4,661

Table 5(b)(i)
2024 Annual Revenue for 24 Locations

	Annual Revenue
High	\$2,464,606
Low	\$461,984
Median	\$1,344,221
Average (met or exceeded by 10 locations or 42%)	\$1,498,917

Table 5(b)(ii)
2025 Annual Revenue for 24 Locations

	Annual Revenue
High	\$2,804,316
Low	\$660,695
Median	\$1,498,290
Average (met or exceeded by 10 locations or 4%)	\$1,633,013

Table 5(c)(i)
2024 Costs as a Percentage of Annual Revenue for 24 Locations

	Independent Labor Cost as a Percentage of Total Revenue	Gross Margin as a Percentage of Total Revenue
Average	67.60%	30.87%
Number of Locations That Met or Exceeded Average	9	12
Median	66.62%	30.88%

Table 5(c)(ii)
2025 Costs as a Percentage of Annual Revenue for 24 Locations

	Independent Labor Cost as a Percentage of Total Revenue	Gross Margin as a Percentage of Total Revenue
Average	62.56%	33.32%
Number of Locations That Met or Exceeded Average	16	6
Median	64.79%	32.29%

Notes to Table No. 2 through Table No. 5 above:

(1) As of December 31, 2025, our Predecessor had 103 CITY WIDE franchisees operating in the CITY WIDE System (including six franchised outlets owned by our Predecessor’s principals which are not materially different from outlets operated by franchisees). Of the total number of CITY WIDE franchisees operating, 99 CITY WIDE franchisees met all of the following criteria (“**2025 Quartile Reporting Criteria**”): each CITY WIDE franchise was operated under a standard Franchise Agreement, had been open and operating for at least one full 12-month period by December 31, 2025 (“**2025 Quartile Reporting Period**”), had submitted required Royalty Fee reports, and had operated continuously during the period between January 1, 2025, and December 31, 2025. In addition, during the 2025 Quartile Reporting Period, our Predecessor had 94 CITY WIDE franchisees that had been operating at least 24 full months, 86 CITY WIDE franchisees that had been operating at least 36 full months, 70 CITY WIDE franchisees that had been operating at least 48 months, and 67 CITY WIDE franchises that had been operating at least 60 months. The results of the remaining CITY WIDE franchisee did not satisfy one or more of the Quartile Reporting Criteria. All CITY WIDE franchisees that satisfied the Quartile Reporting Criteria are included in this table.

(2) As of December 31, 2024, our Predecessor had 99 CITY WIDE franchisees operating in the CITY WIDE System (including three of six franchised outlets owned by our Predecessor’s principals). Of the total number of CITY WIDE franchisees operating, 93 CITY WIDE franchisees met all of the following criteria (“**2024 Quartile Reporting Criteria**”): each CITY WIDE franchise was operated under a standard Franchise Agreement, had been open and operating for at least one full 12-month period by December 31, 2024 (“**2024 Quartile Reporting Period**”), had submitted required Royalty Fee reports, and had operated continuously during the period between January 1, 2024, and December 31, 2024. In addition, during the 2024 Quartile Reporting Period, our Predecessor had 85 CITY WIDE franchisees that had been operating at least 24 full months, 69 CITY WIDE franchisees that had been operating at least 36 full months, 66 CITY WIDE franchisees that had been operating at least 48 months, and 60 CITY WIDE franchises that had been operating at least 60 months. The results of the remaining CITY WIDE franchisee did not satisfy one or more of the Quartile Reporting Criteria. All CITY WIDE franchisees that satisfied the Quartile Reporting Criteria are included in this table.

(3) The Monthly Gross Sales and Monthly Net Royalties were prepared from the sales records and reports, as generated by our Predecessor’s required accounting software, and submitted to our Predecessor by franchisees, based on prices charged for CITY WIDE services by the managers or owners of each of the CITY WIDE franchisees satisfying the Quartile Reporting Criteria. However, these Monthly Gross Sales and Monthly Net Royalties numbers have not been audited and CITY WIDE has not independently verified any of the figures reported in this chart.

(4) The Monthly Gross Sales and Monthly Net Royalties figures are derived from the aggregate sales of CITY WIDE services and supplies, prepared from sales records and reports, as generated by our

Predecessor's required accounting software, and submitted to our Predecessor by the CITY WIDE franchisees satisfying the Quartile Reporting Criteria. A franchisee's Monthly Gross Sales is likely to be lower in its first year of business.

(5) Independent Labor Cost as a Percentage of Total Annual Revenues is calculated by deducting the cost of independent labor ("**Independent Labor Cost**") incurred on an annual basis from total Annual Revenue where an Independent Contractor, generally under contract, performed such work. Revenue generated by each CITY WIDE franchisee and reported by managers or owners of each of the CITY WIDE franchisees satisfies the Quartile Reporting Criteria. Independent Labor Cost is comprised of all costs and expenses paid by CITY WIDE franchisees that satisfied the Quartile Reporting Criteria to outside vendors who performed services for customers of CITY WIDE franchisees. Neither the Annual Revenue associated with Independent Contractors, nor the annual Independent Labor Cost figures have been audited and CITY WIDE has not independently verified these average monthly sales or cost numbers.

(6) Gross Margin as a Percentage of Total Annual Revenue is determined by deducting the Independent Labor Cost and additional cost of goods sold, as a Percentage of Total Annual Revenue from Total Annual Revenue reported by managers or owners of each of the CITY WIDE franchises satisfying the Quartile Reporting Criteria.

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

Other than the preceding financial performance representation of our Predecessor's franchisees, CITY WIDE 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 franchisors management by contacting Molly Schaar at 15230 W. 105th Terrace, Lenexa, KS 66219, 913-850-8485, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	82	89	+7
	2024	89	93	+4
	2025	93	98	+5
Company-Owned*	2023	4	6	+2
	2024	6	6	+0
	2025	6	6	+0
Total Outlets	2023	86	95	+9
	2024	95	99	+4

	2025	99	104	+5
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The data represented in this Item 20 is based on historical information provided by CITY WIDE franchisees to our Predecessor for the periods ending December 31, 2025.

* These are outlets operated by affiliates of Franchisor as identified in Item 1.

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TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
California	2023	1
	2024	1
	2025	0
Connecticut	2023	1
	2024	0
	2025	0
New Jersey	2023	0
	2024	1
	2025	0
Illinois	2023	0
	2024	1
	2025	0
New York	2023	1
	2024	0
	2025	2
Pennsylvania	2023	0
	2024	1
	2025	0
Florida	2023	0
	2024	1
	2025	0
South Carolina	2023	0
	2024	0
	2025	1
TOTAL	2023	3
	2024	5
	2025	3

The data represented in this Item 20 is based on historical information provided by CITY WIDE franchisees to our Predecessor for the periods ending December 31, 2025.

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TABLE NO. 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased-Operations - Other Reasons	Outlets at End of the Year
Alabama	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Arkansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arizona	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
California	2023	9	2	0	0	1	0	10
	2024	10	2	0	0	0	0	12
	2025	12	0	0	0	0	0	12
Colorado	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Connecticut	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Delaware	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	6	1	0	0	0	0	7
	2024	7	1	0	0	1	0	7
	2025	7	0	0	0	0	0	7
Georgia	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Illinois	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Idaho	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased-Operations - Other Reasons	Outlets at End of the Year
Indiana	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kentucky	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Louisiana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maryland	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Massachusetts	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Michigan	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Missouri	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Nebraska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nevada	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Hampshire	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Jersey	2023	4	1	0	0	0	0	5
	2024	5	1	0	0	1	0	5
	2025	5	0	0	0	0	0	5

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased-Operations - Other Reasons	Outlets at End of the Year
New York	2023	2	1	0	0	1	0	3
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
North Carolina	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Ohio	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Oklahoma	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Oregon	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Pennsylvania	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
South Carolina	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Tennessee	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Texas	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Utah	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	1	0	0
Virginia	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Washington	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased-Operations - Other Reasons	Outlets at End of the Year
Wisconsin	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
TOTAL	2023	82	9	0	0	2	0	89
	2024	89	7	0	0	2	0	93
	2025	93	6	0	0	1	0	98

The data represented in this Item 20 is based on historical information provided by CITY WIDE franchisees to our Predecessor for the periods ending December 31, 2025.

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TABLE NO. 4
Status of Company-Owned Outlets
For Years 2023 To 2025*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2023	1	0	1	0	0	2
	2024	2	0	0	0	1	1
	2025	1	0	0	0	0	1
Florida	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
	2025	1	0	0	0	0	1
Kansas	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Minnesota	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
New Jersey	2023	0	0	0	0	0	0
	2024	0	0	1	0	1	0
	2025	0	0	0	0	0	0
New York	2023	0	0	1	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0
Utah	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
Virginia	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
TOTAL	2023	4	0	2	0	0	6
	2024	6	0	2	0	2	6
	2025	6	0	1	0	1	6

* These are outlets operated by affiliates of Franchisor as identified in Item 1.

The data represented in this Item 20 is based on historical information provided by CITY WIDE franchisees to our Predecessor for the periods ending December 31, 2025.

TABLE NO. 5
Projected Openings as of December 31, 2025

State/Country	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets Opening in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
California	2	2	0
Nevada	1	1	0
Ohio	1	1	0
South Dakota	1	1	0
Tennessee	1	1	0
Total	6	6	0

NOTE: This is a projection of the number of new franchises CITY WIDE expects will open in the next fiscal year. It is, however, only a projection. The chart shows those states which CITY WIDE considers priority states; however, CITY WIDE does not plan to sell franchises in all of those states in the upcoming year. CITY WIDE continues to look for new franchisees throughout the United States and will open locations in any state in which CITY WIDE finds qualified franchisees. Therefore, the actual number of new franchisees in any state that open in the next fiscal year could vary from the number described above.

Exhibit C lists the names of all current franchises and the addresses and telephone numbers of their outlets as of December 31, 2025.

Exhibit D lists the name, city and state, and the current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement with our Predecessor on or before December 31, 2025, or who has not communicated with CITY WIDE within 10 weeks of the issuance 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.

CITY WIDE has not been in business for three years, but since the issuance date of this Disclosure Document, CITY WIDE has not signed any confidentiality clauses with a current or former franchisee, except for the Confidentiality Agreements attached to this Disclosure Document, as **Attachment E** to the Franchise Agreement.

Our Predecessor organized, sponsored and endorsed the CITY WIDE FRANCHISE ADVISORY COUNCIL, which we continue to sponsor and endorse. The address, telephone number, e-mail address and Web address, (to the extent known) of this advisory council is as follows:

City Wide Franchise Advisory Council
15230 W. 105th Terrace
Lenexa, KS 66219
913-888-5700

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The following independent franchisee organization has asked to be included in this disclosure document. CW Strategic Partners Association, Inc. (“**CWA**”) is a nonprofit corporation incorporated under Florida law and is formed as an independent franchisee association of City Wide franchisees. The address, telephone number, and email address of CWA is as follows:

CW Strategic Partners Association Inc.
8950 9th Street North, Suite 103
St. Petersburg, FL 33702
858-505-0202 ext. 500
iHossfeld@gocitywide.com

ITEM 21

FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as **Exhibit A** are the audited financial statements as of December 31, 2025. Our fiscal year end is December 31.

ITEM 22

CONTRACTS

The following agreements are attached as exhibits to this Franchise Disclosure Document:

Exhibit B: Form of Franchise Agreement
Attachment A-1: Guaranty and Assumption of Obligations
Attachment A-2: Spousal Guaranty and Assumption of Obligations
Attachment B: Designated Territory
Attachment E: Confidentiality Agreement
Attachment F: Non-Compete Agreement
Attachment G: Acknowledgement Regarding Ownership
Attachment H: ACH Recurring Payment Authorization Form
Attachment I: SBA Addendum
Attachment J: Successor Addendum
Attachment K: Business Development Services Agreement
Attachment L: Accounting Services Agreement
Attachment M: IT As A Service Agreement
Attachment N: General Release

Exhibit G: State Specific Addenda
Exhibit H: Statement of Franchisee

ITEM 23

RECEIPT

The last page of this Disclosure Document, **Exhibit I**, is a detachable Receipt to be signed by you, dated, and delivered to CITY WIDE. A copy of the Receipt for your records is also included in **Exhibit I**.



EXHIBIT A

FINANCIAL STATEMENTS



City Wide Franchise Company Enterprises, LLC

Independent Auditor's Report, Consolidated Financial Statements, and Supplementary Information

December 31, 2025



City Wide Franchise Company Enterprises, LLC
Contents
December 31, 2025

Independent Auditor's Report	1
Consolidated Financial Statements	
Balance Sheet	3
Statement of Income and Comprehensive Income	4
Statement of Member's Equity	5
Statement of Cash Flows	6
Notes to Financial Statements	7
Supplementary Information	
Consolidating Schedule – Balance Sheet	17
Consolidating Schedule – Statement of Income (Loss) and Comprehensive Income (Loss).....	18

Independent Auditor's Report

Board of Directors
City Wide Franchise Company Enterprises, LLC
Lenexa, Kansas

Opinion

We have audited the consolidated financial statements of City Wide Franchise Company Enterprises, LLC (the Company), which comprise the consolidated balance sheet as of December 31, 2025, and the related consolidated statements of income and comprehensive income, member's equity, and cash flows for the period from July 14, 2025 to December 31, 2025, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements that collectively comprise the Company's consolidated financial statements. The consolidating schedules listed in the table of contents are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements.

The consolidating schedules have not been subjected to the auditing procedures applied in the audit of the consolidated financial statements and accordingly, we do not express an opinion or provide any assurance on it.

Forvis Mazars, LLP

Kansas City, Missouri
March 26, 2026

City Wide Franchise Company Enterprises, LLC
Consolidated Balance Sheet
December 31, 2025

ASSETS

Current Assets

Cash and cash equivalents	\$ 30,277,527
Accounts receivable	6,125,191
Due from parent	142,057
Deferred franchise costs, current portion	158,807
Prepaid expenses	1,110,802
Inventory	129,058

Total Current Assets	<u>37,943,442</u>
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Property, Equipment, and Cloud Computing Arrangements, net	<u>2,299,601</u>
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Right-of-Use Asset - Operating Leases, Net	<u>506,934</u>
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Other Assets

Deferred franchise costs, net of current portion	626,097
Cash surrender value of life insurance	2,437,127

Total Other Assets	<u>3,063,224</u>
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Total Assets	<u>\$ 43,813,201</u>
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LIABILITIES AND MEMBER'S EQUITY

Current Liabilities

Accounts payable	\$ 19,552,642
Accrued expenses	2,138,761
Current portion of operating lease liabilities	188,516
Deferred franchise revenue, current	816,272
Other deferred income	1,294,920

Total Current Liabilities	<u>23,991,111</u>
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Long-Term Liabilities

Operating lease liabilities, less current portion	787,841
Deferred franchise revenue, net of current portion	4,142,321
Deferred compensation	1,536,290
Other liabilities	80,217

Total Long-Term Liabilities	<u>6,546,669</u>
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Total Liabilities	<u>30,537,780</u>
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Member's Equity

Member's equity	578,466
Accumulated other comprehensive income	90,706
Retained earnings	12,606,249

Total Member's Equity	<u>13,275,421</u>
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Total Liabilities and Member's Equity	<u>\$ 43,813,201</u>
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City Wide Franchise Company Enterprises, LLC
Consolidated Statement of Income and Comprehensive Income
Period from July 14, 2025 to December 31, 2025

Revenues

Royalties	\$ 16,950,575
Franchise fees	315,572
Other franchise goods and services	<u>6,869,605</u>

Total Revenues

24,135,752

Expenses

Advertising and marketing	685,368
Cost of service and supplies	2,113,775
Depreciation	103,202
Dues and subscriptions	187,899
Facilities	159,113
Franchise meetings and awards	39,022
Miscellaneous	77,644
Office supplies	24,095
Professional fees and services	938,952
Salaries and benefits	7,124,304
Taxes and licenses	(70,732)
Training	7,003
Travel and meals	<u>218,523</u>

Total Expenses

11,608,168

Operating Income

12,527,584

Other Income (Expense)

Management fee	(297,742)
Interest income	454,159
Interest expense	(2,490)
Other income	<u>590,806</u>

Total Other Income

744,733

Net Income

13,272,317

Other comprehensive income

16,145

Comprehensive Income

\$ 13,288,462

City Wide Franchise Company Enterprises, LLC
Consolidated Statement of Member's Equity
Period from July 14, 2025 to December 31, 2025

	City Wide Franchise Company Enterprises, LLC			
			Accumulated Other Comprehensive	
	Members' Equity	Retained Earnings	Income (Loss)	Total
Balance, July 14, 2025	\$ 578,466	\$ 3,741,731	\$ 74,561	\$ 4,394,758
Net income	-	13,272,317	-	13,272,317
Other comprehensive income	-	-	16,145	16,145
Distributions	-	(4,407,799)	-	(4,407,799)
Balance, December 31, 2025	<u>\$ 578,466</u>	<u>\$ 12,606,249</u>	<u>\$ 90,706</u>	<u>\$ 13,275,421</u>

City Wide Franchise Company Enterprises, LLC
Consolidated Statement of Cash Flows
Period from July 14, 2025 to December 31, 2025

Operating Activities

Net income	\$ 13,272,317
Items not requiring (providing) cash	
Depreciation	103,202
Bad debt expense	10,837
Noncash operating lease cost	49,042
Deferred compensation	342,984
Income from settlement of refundable advance	(422,723)
Changes in	
Accounts receivable	2,085,517
Deferred franchise costs and prepaid expenses	(478,243)
Inventory	(8,521)
Accounts payable	5,271,339
Accrued expenses	(193,433)
Operating lease liabilities	(95,911)
Deferred franchise revenue and other deferred income	538,286

Net Cash Provided by Operating Activities 20,474,693

Investing Activities

Purchase of property, equipment and cloud computing arrangements	(813,229)
Increase in cash value of life insurance	(29,924)
Payments received on notes receivable	31,988
Payments received on receivables from parent	4,229,825

Net Cash Provided by Investing Activities 3,418,660

Financing Activity

Distributions to members	(4,407,799)
--------------------------	-------------

Net Cash Used in Financing Activity (4,407,799)

Effect of Exchange Rates 16,145

Increase in Cash and Cash Equivalents 19,501,699

Cash and Cash Equivalents, Beginning of Period 10,775,828

Cash and Cash Equivalents, End of Period \$ 30,277,527

Note 1. Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

City Wide Franchise Company Enterprises, LLC offers franchise opportunities for commercial janitorial services, commercial janitorial supplies, carpet cleaning, window washing, construction clean-up, blind cleaning, hard surface floor care, pest control, upholstery cleaning, concrete coatings, and other commercial services to a variety of commercial customers, all of which are conducted in the territory in which the franchisee is designated to operate. The Company was formed in May 2025 as part of a reorganization by the predecessor entity, City Wide Franchise Company, Inc., which contributed substantially all operating assets and liabilities to City Wide Franchise Company Enterprises, LLC in exchange for membership interest.

Principles of Consolidation

The consolidated financial statement include the accounts of City Wide Franchise Company Enterprises, LLC, and its wholly-owned subsidiary, City Wide Franchise Company of Canada, Inc. (an entity domiciled in British Columbia, Canada) collectively "the Company." All significant intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

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

Cash and Cash Equivalents

The Company considers all liquid investments with original maturities of three months or less to be cash equivalents. Cash and cash equivalents consisted primarily of deposit accounts with financial institutions.

At December 31, 2025, the Company's cash accounts exceeded federally insured limits by approximately \$1,065,000.

Accounts Receivable

Accounts receivable are stated at the amount of consideration from customers of which the Company has an unconditional right to receive. The Company provides an allowance for credit losses, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions as of balance sheet date. At December 31, 2025, the Company evaluated potential credit loss and determined no allowance was necessary.

Accounts receivable are ordinarily due upon the issuance of the invoice. Delinquent receivables are written off based on individual credit evaluation and specific circumstances of the customer.

Inventories

Inventories consist of preprinted marketing materials and specialty cleaning equipment for sale to franchisees. Inventories are stated at the lower of cost or net realizable value.

City Wide Franchise Company Enterprises, LLC
Notes to Consolidated Financial Statements
December 31, 2025

Deferred Franchise Costs

Deferred franchise costs relate to the Company's consideration of relevant costs incurred to obtain a new contract, namely brokerage fees paid to external referral sources for new franchisee agreements. The asset is recognized over the expected life of the contract with annual consideration for impairment.

During the period ended December 31, 2025, there were no impairment losses for terminated agreements.

Property, Equipment and Cloud Computing Arrangements

Property, equipment and cloud computing arrangement acquisitions are stated at cost, less accumulated depreciation and amortization. Depreciation and amortization is charged to expense on the straight-line basis over the estimated useful life of each asset.

The estimated useful lives for each major depreciable classification of property and equipment are as follows:

Leasehold improvements	Shorter of lease term or useful life
Automobiles	5 years
Office furniture and equipment	3 to 5 years
Computer equipment	5 years
Computer software	3 to 10 years
Telephone equipment	5 years

Long-Lived Asset Impairment

The Company evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset are less than the carrying amount of the asset, the asset cost is adjusted to fair value, and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value.

No asset impairment was recognized during the period ended December 31, 2025.

Leases

The Company determines if an arrangement is a lease or contains a lease at inception. Leases result in the recognition of right-of-use (ROU) assets and lease liabilities on the consolidated balance sheets. ROU assets represent the right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Company determines lease classification as operating or finance at the lease commencement date.

The Company combines lease and nonlease components, such as common area and other maintenance costs, in calculating the ROU assets and lease liabilities for all leases.

At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The ROU asset equals the lease liability adjusted for any initial direct costs, prepaid or deferred rent, and lease incentives. The Company has made a policy election to use a risk-free rate (the rate of a zero-coupon U.S. Treasury instrument) for the initial and subsequent measurement of all lease liabilities. The risk-free rate is determined using a period comparable with the lease term.

The lease term may include options to extend or to terminate the lease that the Company is reasonably certain to exercise. Lease expense is generally recognized on a straight-line basis over the lease term.

City Wide Franchise Company Enterprises, LLC
Notes to Consolidated Financial Statements
December 31, 2025

The Company has elected not to record leases with an initial term of 12 months or less on the consolidated balance sheets. Lease expense on such leases is recognized on a straight-line basis over the lease term.

Deferred Revenue

Deferred revenue, a contract liability, represents the Company's obligation to transfer services to a customer when consideration has already been received from the customer. Deferred revenue is primarily composed of contract consideration attributable to the franchise right, training, and other technology services.

Revenue Recognition

Revenue is recognized when control of the promised services is transferred to the Company's customers, in an amount that reflects the consideration that it expects to be entitled to in exchange for those goods or services. The amount and timing of revenue recognition varies based on the nature of the services provided and the terms and conditions of the customer contract. See Note 2 for additional information about the Company's revenue.

Marketing Fund

The Company has the contractual right to charge a fixed percentage of franchisees gross sales amounts to be used for research and development, placement of media and creation of national and international marketing and advertising materials, promotion and marketing of the franchise system, and development of the National Business Development Program. All amounts collected are recorded as other services revenue to the extent that expenses have been incurred. Contributions collected but not yet expended are reflected as deferred income on the consolidated balance sheets. To the extent the marketing fund is overspent at year-end and the Company has not billed the maximum fixed percentage allowed for under the franchise agreements, a corresponding receivable is recorded at year-end. To the extent the marketing fund is underspent at year-end, a corresponding liability is recorded at year-end. Amounts accrued to be spent for marketing funds at December 31, 2025, was approximately \$241,000.

Taxes Collected from Customers and Remitted to Governmental Authorities

Taxes collected from customers and remitted to governmental authorities are presented in the accompanying consolidated statement of income and comprehensive income on a gross basis.

Share-Based Compensation

At December 31, 2025, the Company has a share-based employee compensation plan, which is described more fully in Note 7. The Company's accounting policy is to recognize forfeitures as they occur.

Income Taxes

The Company is not directly subject to income taxes under the provisions of the Internal Revenue Code and applicable state laws. Therefore, taxable income and loss is reported to the individual members for inclusion in their respective tax returns and no provision for federal and state income taxes have been included in the accompanying consolidated financial statements.

Foreign Currency Translation and Transactions

The functional currency for the Canadian operation, which is included in the consolidated financial statements, is the local currency. The accompanying statement of income are translated into U.S. dollars using the average exchange rates for the year. Assets and liabilities are translated into U.S. dollars using the current exchange rate at December 31, 2025, and the net currency translation adjustment is recorded in accumulated other comprehensive income. Gains and losses that arise from exchange rate changes on transactions denominated in a currency other than the functional currency of an entity are included in the consolidated statement of income and comprehensive income as incurred.

City Wide Franchise Company Enterprises, LLC
Notes to Consolidated Financial Statements
December 31, 2025

Comprehensive Income

Comprehensive income consists of net income and other comprehensive income. Other comprehensive income is comprised of gains and losses resulting from foreign currency translations.

Refundable Advance

In response to the economic impact of the COVID-19 pandemic, Congress introduced the Employee Retention Credit (ERC). The ERC is a refundable payroll tax credit available to eligible employers who meet either the gross receipts test or a government mandate test. The tax credit is equal to a specified percentage of qualified wages paid to employees subject to certain limits.

Laws and regulations concerning the ERC are complex and subject to varying interpretation. These credits may be subject to retroactive audit and review. Payments representing the full balance with interest, totaling approximately \$2,041,000 were received by the Company during the period ended December 31, 2023.

During 2025, the Company recognized approximately \$423,000 in other income in the accompanying consolidated statement of income and comprehensive income due to the lapse of the audit period for ERC claims.

Note 2. Revenue from Contracts with Customers

Performance Obligations

The Company's franchise arrangement is documented in the form of a franchise agreement. The franchise arrangement requires the Company to perform various activities to support the brand that do not directly transfer services to the franchisee, but instead represent a single performance obligation, which is the transfer of the franchise license. The intellectual property subject to the franchise license is symbolic intellectual property as it does not have significant standalone functionality, and substantially all of the utility is derived from its association with the Company's past or ongoing activities.

The nature of the Company's promise in granting the franchise license is to provide the franchisee with access to the brand's symbolic intellectual property over the term of the license. The services provided by the Company are highly interrelated with the franchise license and as such are considered to represent a single performance obligation. The transaction price in a standard franchise arrangement primarily consists of initial franchise fees, renewal and transfer fees, royalties, and marketing fees. Since the Company considers the licensing of the franchising right to be a single performance obligation, no allocation of the transaction price is required.

The Company has elected the revenue recognition practical expedient established by ASU 2021-02, ***Franchisors – Revenue from Contracts with Customers: Practical Expedient***. Under the expedient, certain pre-opening services including training and technology are determined to be distinct performance obligations and recognized separately. The Company also provides other complementary services, such as administrative services, that are a separate performance obligation.

City Wide Franchise Company Enterprises, LLC
Notes to Consolidated Financial Statements
December 31, 2025

Franchise Right Performance Obligation

Initial Franchise and Territory Fees

Upon the initial sale of a franchise, the Company is obligated to provide franchisees access to certain proprietary programs, written materials, trademarks, and tools and support associated with their franchise business. Initial franchise fees have been recognized as the Company satisfies the performance obligation over the franchise term on a straight-line basis. The unrecognized portion of initial franchise fees is recorded as deferred franchise revenue. Similarly, broker fees are an incremental cost of obtaining a contract under and are capitalized as deferred franchise costs and amortized over the term of the franchise agreement.

Renewal and Transfer Franchise Fees

Franchisees have the option to renew the franchise agreement at the end of the initial franchise term subject to certain conditions and franchisor acceptance. When a franchisee chooses to renew their agreement, a nonrefundable renewal fee is charged to the franchisee similar to the initial franchise fee. Renewed franchise fees are recognized ratably on a straight-line basis over the term of the renewed franchise agreement. Transfer fees determined to not be a contract modification are charged when ownership transfers for an existing franchisee. These fees are recognized ratably over the remaining franchise term. If transfer fees are determined to be a contract modification, the existing contract is considered terminated and unrecognized consideration is combined with the new contract consideration and allocated over the performance obligations.

Royalties

Royalties from franchisees are calculated as defined in the franchise agreements as a percentage of monthly franchisee gross sales over the term of the franchise agreement. The franchise agreement royalties represent sales-based royalties and are related entirely to the Company's performance obligation under the franchise agreement. Contract consideration pertaining to royalties are not estimated at contract inception, instead royalties are recognized as franchisee sales occur in accordance with the sales-based royalty methodology of revenue recognition.

The Company also offers annual royalty rebate programs where franchisees may earn rebates based on franchisee gross sales during a calendar year. When rebate thresholds are achieved, the rebate is recognized as contra-revenue. Rebate programs are measured on an annual basis, in line with the Company's fiscal year.

Marketing Fees

As discussed in Note 1, the Company charges a fixed percentage of franchisees gross sales amounts to be used for research and development, placement of media, and creation of national and international marketing and advertising materials, promotion and marketing of the franchise system, and development of the National Business Development Program. All amounts collected are recorded as other services revenue to the extent that expenses have been incurred. Marketing fees revenue and expenses are recorded gross and generally has no impact on operating income or net income.

Other Goods and Services

Other goods and services revenue are for technology and hosting fees, training, and professional services, such as IT, call centers, and accounting. The revenue is recognized as services are performed.

Disaggregation of Revenue

Substantially all of the Company's revenue is recognized over time for the period ended December 31, 2025.

City Wide Franchise Company Enterprises, LLC
Notes to Consolidated Financial Statements
December 31, 2025

The Company has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are primarily affected by the enterprise size of the customer.

Contract Balances

The following table provides information about the Company's receivables and deferred revenue from contracts with customers:

Accounts receivable, beginning of period	\$	8,263,967
Accounts receivable, end of period	\$	6,125,191
Deferred revenue, beginning of period	\$	5,715,227
Deferred revenue, end of period	\$	6,253,513

Significant Judgments

For contracts where control is transferred over time, the Company recognizes revenue over time as progress is made toward satisfying the performance obligations of each contract in a variety of manners. Fixed consideration for the franchise right derived from initial franchise and territory fees is recognized straight-line over the franchise period, as the Company continuously provides access to the symbolic intellectual property. Variable consideration for the franchise right derived from royalties and the marketing fund are measured under the sales-based royalty approach. Contract consideration attributable to other services are recognized as performed, in proportion to the overall service period.

Accounting Policies and Practical Expedients Elected

For incremental costs of obtaining a contract, the Company elected a practical expedient, which permits an entity to recognize incremental costs to obtain a contract as an expense when incurred if the amortization period is less than one year. Costs to obtain a contract primarily relate to broker expenses incurred by the Company and are presented as deferred franchise costs in the accompanying consolidated balance sheets.

The Company is also applying an accounting policy election, which allows an entity to exclude from revenue any amounts collected from customers on behalf of third parties, such as sales taxes and other similar taxes the Company collects concurrent with revenue-producing activities. Therefore, revenue is presented net of sales taxes and similar revenue-based taxes.

Note 3. Franchise Ownership

The Company has the right, but not the obligation to buy back franchises previously sold at a purchase price based on an offer that the franchisee has obtained.

City Wide Franchise Company Enterprises, LLC
Notes to Consolidated Financial Statements
December 31, 2025

The following changes in franchise ownership occurred during the period ended December 31 in the United States:

Franchises Operating, Beginning of Period	103
Newly Established Franchises	-
Repurchased Franchises	-
Terminated Franchises	-
Franchises Operating, End of Period	103
New Established Franchises Since End of Period	2
Terminated Franchises Since End of Period	(1)
Franchises Operating, Financial Statement Issue Date	<u>104</u>

There are several franchises that are owned and operated by member's of the Company.

For the period ended December 31, 2025 there were four franchises operating in Canada, which are not reflected in the table above. There are no active franchises in other international markets.

Note 4. Property, Equipment and Cloud Computing Arrangements

Property, equipment and cloud computing arrangements consists of the following at December 31, 2025:

Leasehold improvements	\$ 1,290,702
Automobiles	43,294
Office furniture and equipment	375,830
Computer equipment	148,679
Software and cloud computing arrangements	6,733,428
Telephone equipment	6,976
	8,598,909
Accumulated depreciation	(6,299,308)
Property, equipment and cloud computing arrangements	<u>\$ 2,299,601</u>

Note 5. Leases

Nature of Leases

The Company has entered into the following lease arrangements:

The Company leases office space at its headquarters that expires in 2030, under an operating lease with a related party. The lease contains a renewal option for an additional five years. Lease payments have an escalating fee schedule consistent with individual lease contract rates. Termination of the leases is generally prohibited unless there is a violation under the lease agreement.

City Wide Franchise Company Enterprises, LLC
Notes to Consolidated Financial Statements
December 31, 2025

The Company's lease agreement does not contain any material residual value guarantees or material restrictive covenants.

As of December 31, 2025, the Company has not entered into additional operating leases that have not yet commenced.

Quantitative Disclosures

The lease cost and other required information for the period ended December 31, 2025 are:

Operating lease cost	\$	47,884
Operating cash flows from operating leases	\$	87,365
Weighted-average remaining lease term operating leases		4.75 years
Weighted-average discount rate on operating leases		1.63%

Future minimum lease payments and reconciliation to the consolidated balance sheet at December 31, 2025, are as follows:

	Operating Leases
2026	\$ 213,748
2027	213,748
2028	213,748
2029	213,748
2030	160,311
Total future undiscounted lease payments	1,015,303
Interest	(38,946)
Lease liabilities	\$ 976,357

Note 6. Profit-Sharing Plans

The Company has a 401(k) profit-sharing plan with entities related through common ownership covering substantially all employees. The Company's contributions to the plan are discretionary, to be determined by the Company annually. Contributions to the plan was approximately \$88,500 for the period ended December 31, 2025.

Note 7. Deferred Compensation and Share Based Compensation Agreements

Supplemental Executive Retirement Plan

The Company has an unfunded deferred compensation agreement with selected officers that provides benefit upon achievement of five years of service, as defined in the plan. The liability for the discretionary, declared employer contributions are being accrued using the straight-line method over the remaining years to the full eligibility date. Expense for the period ended December 31, 2025 was approximately \$223,000.

City Wide Franchise Company Enterprises, LLC
Notes to Consolidated Financial Statements
December 31, 2025

Long-Term Incentive Plan

During 2025, the Company created the City Wide Franchise Company, Inc. Long-Term Incentive Plan (the Plan), which is accounted for under ASC 718, ***Stock Based Compensation***. The Plan grants awards to certain employees that provides a cash benefit incremental to growth in equity value of the parent of the Company over a baseline value, on a formulaic basis as defined in the award agreements. Awards are not unitized, instead are escalating percentages of the valuation of the parent, and there is no contractual limit to the quantity of awards that can be issued. Payment events are defined in the Plan with settlement at the earliest of employee separation, a change in control or January 1, 2031. Awards typically vest over five years of continuous service; however, vesting can be adjusted in the event of separation under certain criteria. The Company has elected to account for the liability-classified awards at their intrinsic value.

Expense for the period ended December 31, 2025 was approximately \$120,000, which relates to guaranteed payments to certain award holders. The intrinsic value of all other awards was determined to be zero at December 31, 2025 due to the equity value of the parent being below the baseline value.

Note 8. Related-Party Transactions

The Company has approximately \$760,000 of accounts receivable from related parties in the ordinary course of business as of December 31, 2025.

The Company regularly performs services for related parties that are in the Company's normal course of business. The Company recognized revenue of approximately \$323,000 in other franchise goods and services for the period ended December 31, 2025. The Company recognized revenue of approximately \$1,970,000 in royalties for the period ended December 31, 2025.

The Company rents office space under an operating lease with a related party of the Company. The lease expires in September 2030. Lease payments for the period ended December 31, 2025 were \$110,800.

For the period ended December 31, 2025, approximately \$300,000, was recorded in management fee expense.

Note 9. Significant Estimates

Accounting principles generally accepted in the United States of America require disclosure of certain significant estimates. Those matters include the following:

General Litigation

The Company is subject to claims and lawsuits that arose primarily in the ordinary course of business. It is the opinion of management the disposition or ultimate resolution of such claims and lawsuits will not have a material adverse effect on the consolidated financial position, results of operations and cash flows of the Company. Events could occur that would change this estimate materially in the near term.

Note 10. Subsequent Events

Subsequent events have been evaluated through March 26, 2026, which is the date the consolidated financial statements were available to be issued.

Supplementary Information

City Wide Franchise Company Enterprises, LLC
Consolidating Schedule – Balance Sheet
December 31, 2025

	City Wide Franchise Company Enterprises, LLC	City Wide Franchise of Canada, Inc.	Eliminating Entries	Consolidated
ASSETS				
Current Assets				
Cash and cash equivalents	\$ 29,960,165	\$ 317,362	\$ -	\$ 30,277,527
Accounts receivable, net of allowance 2025 - \$0	6,813,982	73,345	(762,136)	6,125,191
Due from parent	142,057	-	-	142,057
Deferred franchise costs, current portion	152,207	6,600	-	158,807
Prepaid expenses	1,110,802	-	-	1,110,802
Inventory	129,058	-	-	129,058
Total Current Assets	38,308,271	397,307	(762,136)	37,943,442
Property, Equipment, and Cloud Computing Arrangements, Net				
	2,299,601	-	-	2,299,601
Right-of-Use Asset - Operating Leases, Net				
	506,934	-	-	506,934
Other Assets				
Deferred franchise costs, net of current portion	584,728	41,369	-	626,097
Cash surrender value of life insurance	2,437,127	-	-	2,437,127
Total Other Assets	3,021,855	41,369	-	3,063,224
Total Assets	\$ 44,136,661	\$ 438,676	\$ (762,136)	\$ 43,813,201
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)				
Current Liabilities				
Accounts payable	\$ 19,489,307	\$ 825,471	\$ (762,136)	\$ 19,552,642
Accrued expenses	2,138,761	-	-	2,138,761
Current portion of operating lease liabilities	188,516	-	-	188,516
Deferred franchise revenue, current	781,082	35,190	-	816,272
Other deferred income	1,274,500	20,420	-	1,294,920
Total Current Liabilities	23,872,166	881,081	(762,136)	23,991,111
Long-term Liabilities				
Operating lease liabilities, less current portion	787,841	-	-	787,841
Deferred franchise revenue, net of current portion	3,845,638	296,683	-	4,142,321
Deferred compensation	1,536,290	-	-	1,536,290
Other liabilities	80,217	-	-	80,217
Total Long-term Liabilities	6,249,986	296,683	-	6,546,669
Total Liabilities	30,122,152	1,177,764	(762,136)	30,537,780
Member's Equity (Deficit)				
Member's equity	578,466	-	-	578,466
Accumulated other comprehensive income	-	90,706	-	90,706
Retained earnings (accumulated deficit)	13,436,043	(829,794)	-	12,606,249
Total Member's Equity (Deficit)	14,014,509	(739,088)	-	13,275,421
Total Liabilities and Member's Equity	\$ 44,136,661	\$ 438,676	\$ (762,136)	\$ 43,813,201

City Wide Franchise Company Enterprises, LLC
Consolidating Schedule – Statement of Income (Loss) and Comprehensive Income (Loss)
Period Ended December 31, 2025

	City Wide Franchise Company Enterprises, LLC	City Wide Franchise of Canada, Inc.	Total	Eliminating Entries	Consolidated
Revenues					
Royalties	\$ 16,950,571	\$ 4	\$ 16,950,575	\$ -	\$ 16,950,575
Franchise fees	358,940	16,350	375,290	(59,718)	315,572
Other franchise goods and services	6,738,258	131,347	6,869,605	-	6,869,605
Total Revenues	24,047,769	147,701	24,195,470	(59,718)	24,135,752
Expenses					
Advertising and marketing	685,368	274	685,642	(274)	685,368
Cost of service and supplies	2,113,775	320,000	2,433,775	(320,000)	2,113,775
Depreciation	103,203	-	103,203	-	103,203
Dues and subscriptions	191,384	(3,485)	187,899	-	187,899
Facilities	159,113	-	159,113	-	159,113
Franchise meetings and awards	30,434	8,588	39,022	-	39,022
Miscellaneous	75,885	1,758	77,643	-	77,643
Office supplies	24,095	-	24,095	-	24,095
Professional fees and services	903,694	35,258	938,952	-	938,952
Salaries and benefits	7,124,304	18,510	7,142,814	(18,510)	7,124,304
Taxes and licenses	42,411	(113,143)	(70,732)	-	(70,732)
Training	7,003	-	7,003	-	7,003
Travel and meals	218,523	-	218,523	-	218,523
Total Expenses	11,679,192	267,760	11,946,952	(338,784)	11,608,168
Operating Income (Loss)	12,368,577	(120,059)	12,248,518	279,066	12,527,584
Other Income (Expense)					
Management fee	(297,742)	-	(297,742)	-	(297,742)
Interest income	454,159	-	454,159	-	454,159
Interest expense	(2,490)	-	(2,490)	-	(2,490)
Other income	869,832	40	869,872	(279,066)	590,806
Total Other Income (Expense)	1,023,759	40	1,023,799	(279,066)	744,733
Net Income (Loss)	13,392,336	(120,019)	13,272,317	-	13,272,317
Other comprehensive income	-	16,145	16,145	-	16,145
Comprehensive Income (Loss)	\$ 13,392,336	\$ (103,874)	\$ 13,288,462	\$ -	\$ 13,288,462



EXHIBIT B

FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

Date: _____

By and Between

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC
FRANCHISOR

and

FRANCHISEE
d/b/a City Wide Facility Solutions _____

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC
FRANCHISE AGREEMENT
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CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the **Agreement**) is made and entered into on _____, by and between **CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC**, a Kansas limited liability company whose principal place of business is 15230 W. 105th Terrace, Lenexa, KS 66219 (“**CITY WIDE**” or “**Franchisor**,” “**we**” or “**us**”) and _____ a _____ (state) (corporation – partnership - limited liability company) whose principal place of business is _____ (“**Franchisee**,” “**you**” or “**your**”). Franchisee, you, or your means the corporation or limited liability company and all of its owners.

RECITALS

CITY WIDE is engaged in the business of operating, developing, and licensing others to use the CITY WIDE system of commercial facility maintenance services including, but not limited to, commercial janitorial services and the distribution of commercial janitorial supplies, under the trade name and service mark, “CITY WIDE” and “CITY WIDE FACILITY SOLUTIONS (“**Franchised Business**”); and

CITY WIDE has developed a business plan and method of establishing and conducting the Franchised Business utilizing certain standards, specifications, methods, procedures, techniques, management techniques, proprietary marks and information, specifications and commercial symbols, and trade dress and other confidential information, as they may be changed, improved, and further developed from time to time by CITY WIDE (“**System**”); and

The distinguishing characteristics of System include the trade names, trademarks, and service marks and associated logos and symbols found on **Attachment C** attached to and made a part of this Agreement and any other marks CITY WIDE may develop from time to time and designate for use in connection with the System (“**Marks**”); the trade dress of the facilities, if any, associated logos and commercial symbols, together with the goodwill associated with them; as well as commercial cleaning equipment and the proprietary commercial cleaning methods, commercial cleaning products, janitorial supplies, commercial cleaning specifications, formulae, exclusively designed signage, other equipment, furnishings and materials; the proprietary and confidential operating manual and other guides and manuals, including CITY WIDE’s written system standards (collectively referred to as the “**Operating Manual**”); uniform operating methods, procedures and techniques; methods and techniques for cost controls, record keeping and reporting, personnel management, purchasing, sales promotion, marketing and advertising, all of which CITY WIDE may change, improve and further develop from time to time; and all those Marks and other distinguishing characteristics being owned solely and exclusively by CITY WIDE; and

CITY WIDE has developed the System through the expenditure of time, money, and effort and has maintained high standards of quality and service for the System, because of which the System has acquired valuable goodwill and a favorable reputation; and

CITY WIDE has and continues to develop, use, protect, and control the Marks for the benefit and exclusive use of itself and its franchisees to identify for the public the source of the products and/or services marketed under the System and to represent the System’s high standards of quality; and

Franchisee desires to operate and has applied for a franchise to operate a business or facility according to the CITY WIDE System and using the Marks, and CITY WIDE has approved Franchisee’s application in reliance upon all of representations made in Franchisee’s application; and

Franchisee desires, upon the terms and conditions contained in this Agreement, to enjoy the benefits of operating under the System and of using the Marks and to be licensed to conduct the Franchised Business in strict accordance with the standards and specifications of the System; and

Franchisee acknowledges that it is essential to the maintenance of the high standards of the System, and to the preservation of the integrity of the System, Marks, and goodwill of CITY WIDE, that each franchisee in the System maintain and adhere to certain uniform standards, procedures and policies described in this Agreement, and operate the Franchised Business in strict conformity with the CITY WIDE standards and specifications; and

CITY WIDE is willing to grant Franchisee a license under the System and the Marks to operate a Franchised Business, subject to Franchisee's strict compliance with the terms and conditions of this Agreement; and

CITY WIDE expressly disclaims the making of, and Franchisee acknowledges that Franchisee has not received nor relied upon, any warranty or guaranty, express or implied, as to: (a) the validity, exclusive ownership or enforceability of any Mark; (b) the validity or enforceability of any copyright, patent, or trade secret.

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt of which is acknowledged, the parties to this Agreement agree as follows:

The Recitals stated above are incorporated herein by reference into this Agreement.

SECTION 1. Grant of Franchise

1.1 Subject to all the terms and conditions contained in this Agreement, CITY WIDE grants Franchisee the exclusive right and license to operate a Franchised Business using the System, Software (as defined in Section 11), and Marks solely in the territory ("**Designated Territory**") as outlined in **Attachment B**, which is attached to and made a part of this Agreement by reference. Franchisee accepts such right and license, subject to such terms and conditions, and agrees to operate the Franchised Business and to use the System, Software and Marks solely in connection with the Franchised Business.

1.2 So long as this Agreement is in force and effect and Franchisee is not in material default under any of its terms, Franchisee will have the exclusive right to operate a Franchised Business in the Designated Territory. Other than in the Designated Territory described in **Attachment B**, CITY WIDE may itself operate or license to others the right to operate Franchised Businesses utilizing the System and the Marks.

1.3 The CITY WIDE System is a comprehensive system for operating businesses under the trade name and service mark "CITY WIDE" and "CITY WIDE FACILITY SOLUTIONS" respectively, which specialize in analyzing client facility maintenance needs and matching independent contractors with those clients to meet their needs. Independent contractors identified by CITY WIDE franchisees are experts in the fields of over twenty-five (25) maintenance services and operate under the trade name and service mark "CITY WIDE" and "CITY WIDE FACILITY SOLUTIONS." Any service outside of facility maintenance to be offered by Franchisee as a franchisee of CITY WIDE shall be subject to a separate agreement. The CITY WIDE System is the essence and foundation of this Agreement. Franchisee's strict adherence to the CITY WIDE standards and policies providing for the uniform operation of all CITY WIDE Franchised Businesses, including standards for quality, service and operational integrity, is essential and mandatory. Franchisee's obligations as a Franchisee include, but are not limited to, the use of only

prescribed equipment, layouts, and designs; strict adherence to the use of the proprietary information and Operating Manual; and selling of only designated service and product lines. Franchisee's compliance with the CITY WIDE standards and policies in conjunction with the Marks provides the basis for valuable goodwill.

1.4 Moreover, the establishment and maintenance of a close personal working relationship with CITY WIDE in the conduct of Franchisee's Franchised Business, Franchisee's accountability for the performance of the obligations contained in this Agreement, and Franchisee's adherence to the tenants of the System constitute the essence of this Agreement.

1.5 The provisions of this Agreement will be interpreted to give effect to the intent of the parties stated in this section so that the Franchised Business will be operated in conformity with the CITY WIDE System through strict adherence to CITY WIDE standards and policies as they exist now, and as CITY WIDE may modify them from time to time in its Operating Manual. Franchisee acknowledges this understanding of CITY WIDE basic business policy outlined in this Agreement.

SECTION 2. Initial Term and Successor Term

2.1 Initial Term. This Agreement will take effect on the date of execution of this Agreement ("**Effective Date**"). The initial term ("**Initial Term**") will expire on the **tenth anniversary** of the Effective Date, unless earlier terminated according to Section 14 of this Agreement.

2.2 Successor Term.

2.2.1 Franchisee may enter into **two (2) consecutive five (5) year Successor Terms** of this Agreement (each a "**Successor Term**") ("**Initial Term**" and "**Successor Term**" collectively may be referred to as the "**Term**" of this Agreement), subject to the conditions set forth in Section 2.2.3 below. If this is a Successor Term, this Agreement shall commence on the expiration of the Initial Term or the immediately preceding Successor Term and will continue until the end of the Successor Term.

2.2.2 Upon the expiration of the second Successor Term, you will have no right to renew this Agreement or sign a new franchise agreement for a Successor Term unless we are required to grant you the right by the laws of the state of your Franchised Business location.

2.2.3 Any grant of a successor franchise is subject to the following terms and conditions being fully satisfied:

(a) This Agreement is in full force and effect on the last day of any Term and has not expired;

(b) Franchisee must give CITY WIDE written notice of Franchisee's desire to enter into a Successor Term not less than one (1) year before the expiration of the current Term; upon receipt of Franchisee's notice, CITY WIDE will have sixty (60) days to respond to such request.

2.2.4 At least ninety (90) days before the Term is set to expire, CITY WIDE will inspect the Franchised Business and notify Franchisee of all required maintenance, refurbishing, renovating, remodeling, and equipment upgrades; Franchisee agrees to complete at Franchisee's expense and to the satisfaction of CITY WIDE, all such maintenance, refurbishing, renovating, and remodeling upgrades no later than thirty (30) days after the respective Term expires.

2.2.5 Franchisee must not be in default of any provision of this Agreement, any amendment to this Agreement, or any other agreement between CITY WIDE or its respective subsidiaries or affiliates, and at all times Franchisee must have substantially complied with all the terms and conditions of this Agreement and any other agreements between the parties during the respective Terms, including but not limited to then current Annual Revenue Per Capita Growth requirement (See Section 6.5).

2.2.6 Franchisee's operation of the Franchised Business must be in full compliance with the standards, specifications, requirements, instructions set forth in this Agreement and in the Operating Manual of CITY WIDE.

2.2.7 Franchisee's operations under all other Franchise Agreements, if any, must be in full compliance with the standards, specifications, requirements, instructions set forth under all other Franchise Agreements and in the Operating Manual of CITY WIDE.

2.2.8 Franchisee must have satisfied all monetary obligations Franchisee owes to CITY WIDE and its subsidiaries and affiliates and timely met such obligations throughout the respective Term.

2.2.9 Franchisee must execute the form of franchise agreement being used by CITY WIDE at the time Franchisee renews, including the Successor Addendum (See Attachment J) (collectively, "**Successor Franchise Agreement**"), which Successor Franchise Agreement will in all respects supersede this Agreement and the terms of which may differ from the terms of this Agreement, including, without limitation, a higher percentage Royalty Fee (See Section 3.7.1) and Marketing Fee (See Section 3.7.2(a).

2.2.10 Franchisee must pay CITY WIDE the then current renewal fee ("**Successor Fee**") as set forth in the Franchise Disclosure Document at the time Franchisee executes the Successor Franchise Agreement which amount will be instead of payment of a new Initial Franchise Fee.

2.2.11 Franchisees must comply with CITY WIDE's then-current criteria for operating a Franchised Business, including CITY WIDE's then-current franchisee qualification and training requirements.

2.2.12 Franchisee must execute a general release, in a form CITY WIDE prescribes, releasing any claims against CITY WIDE or its subsidiaries, affiliates, officers, directors, agents, and employees which Franchisee may have or assert at time of renewal; and

2.2.13 Franchisee must present evidence satisfactory to CITY WIDE that Franchisee has the right to remain in possession of the Location of the Office (See Item 12) for the Term, or a mutually acceptable alternative Location.

If Franchisee elects not to enter into a Successor Franchise Agreement for any reason or fails to sign the Successor Franchise Agreement before the expiration of the Term, then Franchisee must sell Franchisee's rights to the Designated Territory to CITY WIDE, or a third party buyer approved by CITY WIDE, in accordance with the requirements outlined in the Operating Manual, and such sale must close before the expiration of the Term. For the avoidance of any confusion, Franchisee acknowledges and agrees that CITY WIDE always maintains its right of first refusal relating to the sale by Franchisee of any rights relating to the Designated Territory, and such right of first refusal does not in any way require CITY WIDE to purchase from Franchisee such rights relating to the Designated Territory.

2.3 Interim Period. If Franchisee does not sign a Successor Franchise Agreement before the expiration of this Agreement and Franchisee continues to accept the benefits of this Agreement after the

expiration of this Agreement, then at CITY WIDE's sole and absolute right, this Agreement may be treated either as (i) expired as of the date of expiration with Franchisee then operating without a license to do so and in violation of CITY WIDE's rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period (unless applicable state law requires a longer notice period). In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

SECTION 3. Franchise Fees and Ongoing Payment Obligations of Franchisee

3.1 Initial Fees. Contemporaneously with Franchisee's execution of this Agreement, Franchisee must pay CITY WIDE an initial franchise fee ("**Initial Franchise Fee**") of Seventy Thousand Dollars (\$70,000); plus, an initial training fee ("**Initial Training Fee**") of Seven Thousand Five Hundred Dollars (\$7,500) plus an initial territory fee ("**Initial Territory Fee**") in the amount set forth on Attachment B plus an initial technology fee ("**Initial Technology Fee**") of Twelve Thousand Five Hundred Dollars (\$12,500) as set forth below. Initial Franchise Fee, Initial Training Fee, Initial Territory Fee and Initial Technology Fee are collectively referred to herein as the "**Initial Fees.**"

The determination of a Designated Territory's size and the Initial Territory Fee to be paid for such Designated Territory shall be at the sole and absolute right of CITY WIDE.

Franchisee must pay by ACH (Attachment H) or by other payment methods as designated at CITY WIDE's sole and absolute right.

If the majority owner of the Franchisee served in the U.S. Military and was honorably discharged, the Initial Franchise Fee will be discounted by ten percent (10%) ("**Veteran Discount**"). The Veteran Discount applies only to the Initial Franchise Fee and to no other Initial Fees. Franchisee must provide a valid certificate of discharge and/or other documents reasonably requested by Franchisor to demonstrate the veteran's honorable discharge.

3.2 Initial Technology Fee. The Technology Fee of \$12,500 includes payment for the set-up of the CITY WIDE enterprise software. This fee does not include the cost to procure hardware, which you must purchase from Franchisor, or the required monthly licensing fees paid by Franchisee as incurred.

3.3 Proof of Sufficient Assets. Within thirty (30) days after the execution of this Agreement, Franchisee must obtain, secure and furnish adequate proof of financing or furnish proof of the existence of assets in Franchisee's sole control, that is sufficient and in acceptable form to CITY WIDE, to fully and completely discharge the obligations of this Agreement (except Franchisee's continuing Royalty Fee and Marketing Fee contributions, and any other continuing obligation Franchisee owes CITY WIDE during the term of this Agreement, as defined and outlined in this Agreement). CITY WIDE will have the sole and absolute right to determine the sufficiency of all such proof of financing or assets. CITY WIDE will not begin training until Franchisee satisfies this requirement.

3.4 Refunds. The Initial Fees will be deemed fully earned upon their payment and are non-refundable, except as provided below:

3.4.1 If Franchisee or its designees do not successfully complete the required initial training program or fail to secure an acceptable site for the Franchised Business's office, as determined by CITY WIDE, at its sole and absolute right, CITY WIDE may terminate this Agreement and refund to

Franchisee the Initial Fees, less training and other expenses incurred by CITY WIDE, which shall not exceed Ten Thousand Dollars (\$10,000).

3.5 Definition of Gross Sales. The term “**Gross Sales**” shall mean all Franchised Business’s revenues invoiced by anyone and in any way resulting from the conduct and operation of Franchisee’s business, less any sales of merchandise for which cash has been refunded, and any applicable sales, use or service taxes collected and paid to the appropriate taxing authority in any week from any source. Gross Sales include all amounts received in the form of cash, credit coupons, rebates, agreements to pay, or other consideration, including the actual value of any goods or services traded, bartered, or otherwise received by Franchisee in exchange for any form of monetary or non-monetary consideration, and whether or not payment is received at the time of sale or any such amounts prove uncollectible. Gross Sales also include all amounts that arise from or are derived by Franchisee or by any other person under the Franchised Business or from any business conducted or which originates in, on, from, or through the Franchised Business, whether such business is conducted in compliance with or in violation of the terms of the Franchise Agreement, or from any business which is derived from or similar to the business activities embodied by the Franchised Business.

3.6 National Business Development Program. CITY WIDE has established a program focused on attracting and servicing clients that have a regional or national presence (“**National Business Development Program**”). All clients identified or generated by the National Business Development Program belong to CITY WIDE. As of the date of this Agreement, there are two aspects of the National Business Development Program:

3.6.1 CITY WIDE has established national accounts (“**National Account**”) with national companies with locations all over the United States with whom CITY WIDE typically negotiates one contract for each personal account (“**National Account Contract**”) for the provision of facility maintenance services for all the national account’s locations (“**Top Down Account**”). CITY WIDE also might be designated a preferred vendor by a regional or national account (“**Preferred Vendor Account**”). Top-Down Accounts and Preferred Vendor Accounts are serviced either by CITY WIDE’S franchisees or by an affiliate of CITY WIDE, Arete Facility Maintenance Enterprises, LLC (“Arete”). A Top-Down Account or a Preferred Vendor Account may not exist in your Designated Territory at the time this Agreement is signed, but a relationship with a Top-down Account or a Preferred vendor Account might be established by CITY WIDE after you enter into this Agreement.

Under the Top-Down Account, CITY WIDE may engage in any distribution channel to secure an order (“**Order**”) for any System product or service calling for delivery or performance in Franchisee’s Designated Territory. In the event CITY WIDE secures an Order in Franchisee’s Designated Territory, CITY WIDE will first offer the Order to Franchisee at the price CITY WIDE established with the Top-Down Account. If Franchisee is unwilling or unable to fulfill the Order CITY WIDE’s affiliate, Arete or a third party CITY WIDE designee (including another franchisee) may fulfill that particular Order. Franchisee will not receive compensation for any Order Franchisee does not service.

If a Top-Down Account is in your Designated Territory and is serviced by either Arete or another franchisee in an adjacent territory to your Designated Territory, you will pay a fee to either Arete or another franchisee in the event you wish to take over servicing that Order. The fee you will pay is as outlined in the Operating Manual. . If the National Account is being serviced by Arete, the fee you pay to Arete will be contributed to the National Marketing Fund.

The key characteristics of the aspects of the National Business Development Program are further described and outlined in the current Operating Manual.

Franchisee acknowledges and agrees Franchisee is required to participate and cooperate in the National Business Development Program, including by refraining from certain channels of marketing and distribution. The details of the National Business Development Program are included in the Operating Manual and other written communications from CITY WIDE. While CITY WIDE has the right to establish and maintain such a program, it has no obligation to do so; CITY WIDE reserves the right to modify or discontinue the National Business Development Business Program at any time upon written notice to Franchisee.

If Franchisee provides services to a National Account, Franchisee must carry the types and coverages of insurance required by each National Account Contract and Franchisee is solely responsible to ensure that any subcontractors Franchisee uses to perform the services to a National Account also carries the required types and coverages of insurance.

3.7 Recurring Fees. Beginning on the first day of the week of grand opening (“**Open Date**”) and continuing through the Term of this Agreement, Franchisee must pay CITY WIDE the following recurring fees without offset, credit or deduction of any nature:

3.7.1 Royalty Fee. A monthly royalty fee (“**Royalty Fee**”) equal to the greater of five percent (5%) of the Gross Sales or the minimum Royalty Fee (“**Minimum Royalty Fee**”), as outlined in the appropriate chart below:

Minimum Royalty Fee Chart*

Months in Operation	Minimum Royalty Fee
1-6 months	No Minimum Royalty Fee
7-9 months	\$1,000/mo.
10-12 months	\$1,400/mo.
13-15 months	\$1,800/mo.
16-18 months	\$2,250/mo.
19-21 months	\$2,700/mo.
22 + months	\$5,000/mo.

*As designated by City Wide at its sole and absolute right

If Franchisee’s monthly Royalty Fees from all sources total less than the Minimum Royalty Fees outlined in the Minimum Royalty Fee charts outlined in Section 3.7.1 above, then the applicable Minimum Royalty Fees shall be paid by Franchisee to CITY WIDE.

3.7.2 Marketing Fee.

(a) Marketing Fund. A marketing fee (“**Marketing Fee**”) will be used to fund centralized marketing activities and national business development and national account management, placement of media and creation of national marketing materials, promotion and marketing of the franchise system, and development of the National Business Development Program in an amount equal to up to one percent (1%) of Franchisee’s monthly Gross Sales, or as outlined in the Operating Manual. Franchisee must make all such payments to the CITY WIDE National Marketing Fund (“**Fund**”). CITY WIDE or its designee may expend amounts in the Fund by the terms of Section 10 of this Agreement.

(b) Local Advertising. Franchisee must spend at least \$1,200 annually on Franchisee's own advertising and promotion as outlined in the Operating Manual.

3.7.3 Accounting Services Fee. Franchisee is required to use Franchisor's financial reporting, bookkeeping and other accounting services for the first twelve (12) months from the Open Date under the terms and conditions outlined in the Accounting Services Agreement (Attachment L) which is incorporated herein by reference. The current Accounting Services Fee is \$2,500 per month.

3.7.4 Business Development Services Fee. Franchisee is required to use Franchisor's Business Development Services to assist Franchisee in prospecting and developing clientele for the first twelve (12) months from the Open Date under the terms and conditions of the Business Development Services Agreement (Attachment K) which is incorporated by reference herein. The current Business Development Services Fee is \$3,500 per month.

3.7.5 Technology Development Fee. Franchisee agrees to pay to Franchisor \$2,300 per month for the costs associated with Franchisee's participation in Franchisor's design, development, testing and deployment technology capabilities utilized in the operations of the Franchised Business.

3.7.6 IT As A Service Fee. Franchisee is required to use Franchisor's IT As A Service for the first thirty-six (36) months from the Open Date The IT As A Service Agreement (**Attachment M**) which is incorporated by reference herein. The current IT As A Fee is \$130 per month per user, however it may be greater based upon the level of services you elect. This does not include the cost of any hardware or software.

3.7.7 City Wide YOU Fee. Franchisee will pay Franchisor \$1,000 per year for access to the City Wide YOU intranet portal.

3.8 Timing of Payments; ACH Electronic Withdrawals. Unless otherwise provided in the Operating Manual, although calculated on a monthly basis, Franchisee must pay CITY WIDE the Royalty Fees and Marketing Fees and other amounts due to CITY WIDE under this Agreement, fully close monthly financial statements and submit any reports due CITY WIDE under this Agreement every month, on or before the twentieth (20th) day of each month. All such Royalty Fees, Marketing Fees and other fees and amounts due shall be tendered to CITY WIDE via ACH electronic withdrawal on or before their respective due dates. By entering the ACH Recurring Payment Authorization Form outlined in **Attachment H**) to this Agreement, you hereby consent to pay all such Royalty Fees, Marketing Fees, and other amounts due to CITY WIDE via ACH electronic withdrawal. All reports due to CITY WIDE shall be transmitted to CITY WIDE in the manner CITY WIDE may designate in the Operational Manual or otherwise in writing.

3.9 Taxes and Royalty Fee. At all times after Franchisee executes this Agreement, Franchisee must pay CITY WIDE as an additional Royalty Fee a sum equal to any excise, sales, or privilege tax that any government or governmental agency levies or imposes on CITY WIDE on account of this Agreement or any consideration or fee Franchisee pay under this Agreement (but the taxes contemplated by the preceding clause do not include any income or corporate franchise tax imposed on CITY WIDE).

3.10 Beginning of Week and Month. For purposes of calculating the Royalty Fees and all other Fees, a week begins at 12:01 a.m. on Monday and ends at midnight the following Sunday; a month begins at 12:01 a.m. on the first day of each calendar month or a portion for the first month of operation and ends at midnight on the last day of each calendar month. Franchisee agrees to comply with any other schedule or method of making payments or reports that CITY WIDE may require from time to time in the Operating Manual. Franchisee's obligation to pay any fees that are earned, accrue, or become due during the Term of this Agreement will survive the Term of this Agreement.

3.11 Late Payments. If any report is not made or any fee or any other amount due under this Agreement is not delivered or paid to CITY WIDE on or before the date due, Franchisee must pay the greater of Seventy Five Dollars (\$75) or 1.5% interest on the overdue amount each month whichever is higher. . Such non-payment or non-delivery will be considered a material breach of this Agreement. Any resulting termination, interest due and service charges will be in addition to any other remedies CITY WIDE may have because of such default. If Franchisee is late in making any two payments of any Royalty Fee or Marketing Fee or any other fees due under this Agreement, CITY WIDE may, at its option, require Franchisee to make all subsequent payments of Royalty Fees and Marketing Fees and any other fees using a direct deposit, bank draft, automatic electronic transfer or wire transfer or other similar means of payment. Based on this Agreement and any other documentation Franchisee must sign Attachment H acknowledging that CITY WIDE is authorized without any further grant of authority from Franchisee, to send a bank wire deducting the amount of such fees from Franchisee's bank account and deposit such Fees in CITY WIDE's bank account. In the case of such bank transfers, CITY WIDE is entitled to recover from Franchisee CITY WIDE's costs in sending the bank draft, wire, or electronic transfer fee. If the bank draft, wire or electronic transfer is returned for insufficient funds, CITY WIDE may charge Franchisee a service charge of ten percent (10%) of the bank draft or wire in addition to any transfer fees and costs incurred.

3.12 Verification. CITY WIDE has the right to establish reasonable procedures for verifying figures and collecting Royalty Fees, Marketing Fees, including all other recurring fees.

3.13 Order for Application of Fees. CITY WIDE will apply for Franchisee's payments under this Section 3 to Franchisee's obligations to CITY WIDE in such order as CITY WIDE may designate from time to time. Franchisee agrees that Franchisee may not designate an order for application of any fees different from that which CITY WIDE designates. Franchisee expressly acknowledges and agrees that CITY WIDE may accept fees Franchisee pays under different instructions without any obligation to follow such instructions, even if Franchisee makes such payment conditional on CITY WIDE following such instructions. This provision may be waived only by a written agreement signed by CITY WIDE, which written agreement must be separate and distinct from the check or other document constituting payment.

3.14 Royalty Rebate Program. Franchisor, at its sole and absolute right, may offer a rebate of a certain percentage of Royalty Fees paid by Franchisee ("**Royalty Rebate**") and administer a royalty rebate program ("**Royalty Rebate Program**") to eligible franchisees. The Royalty Rebate Program includes, but is not limited to, the following guidelines, which guidelines are supplemented by the Operating Manual and are subject to change.

3.14.1 If the Franchised Business has verifiable Gross Sales generated solely in the Designated Territory in any calendar year of \$10,000,000 or greater, Franchisee will receive a one percent (1%) Royalty Rebate on the verifiable Gross Sales over \$10,000,000 on which Royalty Fees paid in that calendar year.

3.14.2 A qualifying rebate for any qualifying calendar year shall be made by CITY WIDE to Franchisee no later than the close of the second quarter of the following calendar year. CITY WIDE may deduct any amounts that Franchisee owes CITY WIDE, and CITY WIDE will have no obligation to remit any Royalty Rebates if the Franchise Agreement is terminated or expired at the time the Royalty Rebate is to be paid.

3.14.3 Each designated territory granted to Franchisee (if Franchisee is granted more than one) must qualify individually and cannot be combined with other designated territories owned by Franchisee or its affiliate.

3.14.4 Franchisee must re-qualify for the Royalty Rebate Program each year for each Designated Territory. There is no carryover of eligibility for the Royalty Rebate from one calendar year to the next, nor is there any carryover of eligibility for any designated territory in any manner.

3.14.5 National Accounts and the corresponding Royalty Fees paid by Franchisee are included in the Royalty Rebate Program and the calculation for eligibility for the Royalty Rebate. Except as stated in the Royalty Rebate Program, benefits described in Section 3.13 are personal to Franchisee and not transferrable or assignable.

3.14.6 Franchisee must be in good standing under all agreements with CITY WIDE and its affiliate and not be in breach of any term of this Agreement beyond any cure period at the end of the calendar year for which the Royalty Rebate is measured nor at the time the Royalty Rebate is scheduled to be paid. If, at the time the Royalty Rebate is owed to Franchisee and Franchisee has an outstanding balance due to the Franchisor or its affiliates, the Franchisor shall have the right to offset any amount owed to the Franchisor or its affiliates against any the Royalty Rebate owed to Franchisee.

SECTION 4. Duties and Covenants of Franchisor and Training

CITY WIDE agrees to provide Franchisee with the services set forth below. Franchisee and CITY WIDE agree that CITY WIDE may contract or arrange with third parties, including a Representative (as hereinafter defined) appointed by CITY WIDE under Section 16 of this Agreement, to provide some or all services if those services are of the promised quantity and quality.

4.1 **Initial Training.** Initial training is required for all new CITY WIDE franchisees, including new franchisees entering the CITY WIDE system through a transfer of a Franchised Business. The initial training program will consist of both classroom instruction and virtual online training. The length of time spent on a subject and nature of subjects taught may vary depending upon the individual Franchisee's experience and ability. The initial training program is conducted at a designated training facility located in the Kansas City metropolitan area. CITY WIDE will provide mandatory initial training programs for up to five participants to attend the initial training. Two participant spots are for owner(s) to attend the Foundations, Sales, and Field Operations Academies within 120 days of Agreement execution. Two additional participant spots may be utilized for sales executives to attend the Sales Academy within 365 days of Agreement execution. One additional participant spot may be utilized for a Facility Solutions Manager (or other designated Operations professional) of Franchisee to attend the Field Operations Academy within 365 days of Agreement execution. CITY WIDE will make training available to additional managers or staff members designated by you, at your expense.

CITY WIDE conducts the Foundations, Sales and Field Operations Academy training approximately four times per year. All training programs will be at times designated by CITY WIDE. For all required additional training courses, seminars and programs, CITY WIDE will provide instructors and training materials. You or your employees will be responsible for any and all expenses incurred in connection with any courses, seminars and programs, including the costs of transportation, lodging, meals and wages.

CITY WIDE may elect not to provide such initial training if CITY WIDE determines, at its sole and absolute right, that such training is not required. Training will not begin until Franchisee has executed the Agreement. Before or at the commencement of the initial training program, CITY WIDE will procure and configure laptop hardware for Franchisee and its employees, for use in the operation and management of your Franchised Business (such Software and hardware collectively, "**Technology System**"). CITY WIDE may also make available such other required or optional training programs as CITY WIDE deems necessary and appropriate. The initial training program will cover material aspects of the operation of the Franchised Business, including but not limited to:

- Manual.
- 4.1.1 Understanding of CITY WIDE's conceptual plans outlined in the Operating Manual.
 - 4.1.2 General knowledge with respect to promotion, advertising and marketing techniques.
 - 4.1.3 Business operating procedures such as budgets and staffing.
 - 4.1.4 General office and Professional practice operations and procedures.
 - 4.1.5 Implementation of the CITY WIDE System.
 - 4.1.6 Use of essential software; and
 - 4.1.7 Communication of standards.

(a) CITY WIDE will provide such assistance at its sole and absolute right as CITY WIDE determines is required in connection with the opening of the Franchised Business, including planning and developing of pre-opening and promotional programs. During this period, CITY WIDE's representative will also assist Franchisee in establishing and standardizing procedures and techniques essential to the operation of a Franchised Business and may provide assistance in training Franchisee's personnel. If Franchisee requests additional assistance from CITY WIDE to facilitate the opening of the Franchised Business, and if CITY WIDE deems it necessary and appropriate, Franchisee will reimburse CITY WIDE for CITY WIDE's expense of providing such additional assistance.

(b) If CITY WIDE at its sole and absolute right determines that Franchisee (as defined and designated under Section 25 of this Agreement), Franchisee's salespersons, or Franchisee's designees are unable to satisfactorily complete the initial training program described above, CITY WIDE will have the right to terminate this Agreement. If CITY WIDE terminates this Agreement under this paragraph, CITY WIDE will return to Franchisee the Initial Franchise Fee paid by Franchisee to CITY WIDE minus the training and other expenses CITY WIDE incurred, but such expenses will be no more than Ten Thousand Dollars (\$10,000). When CITY WIDE has returned this amount to Franchisee, Franchisee will fully and forever release CITY WIDE and its affiliates, subsidiaries, directors, officers and agents from any claims or causes of action Franchisee may have under this Agreement and Franchisee will have no further right, title or interest in the Marks, Software, or the System.

(c) At all times Franchisee must employ trained individuals. If Franchisee designates new or additional managers, outside salespersons or quality-control persons after the initial training program, CITY WIDE may require and provide training to such persons to the extent that CITY WIDE can accommodate such managers in its regularly scheduled training course. Franchisee will be responsible for all expenses Franchisee or Franchisee's trainees incur to attend such training. CITY WIDE will be under no obligation to provide individual training to Franchisee's managers, outside salespersons, or quality-control persons, but if such training is provided, it shall be Franchisee's responsibility to pay Franchisor Five Hundred Dollars (\$500) per day per person for such training, in addition to any and all expenses incurred by Franchisee's trainees to attend such training.

(d) CITY WIDE from time to time may provide and may require that previously trained and experienced franchisee, their managers and/or designated employees attend and successfully complete refresher training programs or seminars to be conducted at CITY WIDE's home office, or at such location CITY WIDE has designated. Franchisee will be solely responsible for the expenses attendant to such refresher training programs or seminars; provided, however, that attendance will

not be required at more than two (2) such programs in any calendar year and will not collectively exceed eight (8) calendar days in duration during any calendar year.

4.2 On-Site Assistance and Supervision. CITY WIDE will from time to time provide on-site assistance and supervision, to the extent that CITY WIDE, at its sole and absolute right, deems advisable. Concerning the initial on-site opening assistance and supervision provided by CITY WIDE, CITY WIDE will be responsible for the travel and other living expenses for each representative provided by CITY WIDE. CITY WIDE will provide other assistance and supervision at the sole and absolute right of CITY WIDE. In the event Franchisee requests additional on-site assistance or supervision CITY WIDE may charge Franchisee a fee, as outlined in the Operating Manual. Franchisee acknowledges and agrees that any evaluation or inspection conducted by CITY WIDE under this section is not intended to exercise, and does not constitute, control over Franchisee's day-to-day operation of the Franchised Business or to assume any responsibility for Franchisee's obligations under this Agreement.

4.3 Specifications. Specifications for fixtures, signs, furnishings, and other components and accessories for the Franchised Business which Franchisee will purchase at Franchisee's expense for Franchisee to use in conducting the Franchised Business at the Location will be as outlined in the Operating Manual. CITY WIDE may from time to time provide Franchisee with a comprehensive list of established sources of supplies necessary for the operation of a Franchised Business (See Section 7.9).

4.4 Continuing Advisory Assistance. CITY WIDE will provide continuing advisory assistance to Franchisee in the operation of the Franchised Business, as CITY WIDE at its sole and absolute right determines is necessary. CITY WIDE may also provide Franchisee newsletters and bulletins from time to time.

4.5 Confidential Operating Manual. Upon execution of this Agreement, CITY WIDE will provide an electronic copy of, or electronic access to, the confidential Operating Manual which will govern the operation of the Franchised Business at the Location. CITY WIDE may make changes and additions from time to time to the Operating Manual which will be available electronically to Franchisee.

4.6 Standards of Quality. Franchisee will continually maintain the highest standards of quality, cleanliness, appearance, and service provided by the System, thereby maintaining the public image and reputation of the System and the demand for the products and services provided under this Agreement, and to that end:

4.6.1 CITY WIDE may from time to time conduct evaluations of the Franchised Business at the Office and at Franchisee's customer sites, and evaluations of the services rendered, and the personnel Franchisee employs.

4.6.2 CITY WIDE will provide Franchisee advice concerning operating problems, new techniques and administrative, bookkeeping, accounting and operating methods disclosed by reports to or inspections made by CITY WIDE as CITY WIDE at its sole and absolute right, may deem appropriate; and

4.6.3 CITY WIDE will help, as CITY WIDE at its sole and absolute right may deem reasonably required, including advice and guidance with respect to new and improved methods of operation or business procedures developed by CITY WIDE, use of the Operating Manual, management material, promotional material, advertising forms, updates to Software, and the Marks.

4.7 No Responsibility or Liability. CITY WIDE will not, by any approvals, advice, or services provided to Franchisee, assume responsibility or liability to Franchisee or to any third party to which it would not otherwise be subject.

4.8 National Meetings. CITY WIDE may offer to conduct national or regional franchisee meetings (“**National Meetings**”) as outlined in Section 7.23 below.

4.9 Franchise Advisory Council. CITY WIDE has established a franchise advisory council (“**Franchise Advisory Council**”) to which Franchisee may be elected. All franchisees within CITY WIDE’s franchise system share in the expenses related to the Franchise Advisory Council. Amounts and expenditures may vary from time to time due to variations in FAC costs as determined by CITY WIDE. Accordingly, regardless of whether Franchisee is elected to the Franchise Advisory Council, Franchisee will be required to pay Franchisee’s proportionate share of travel and lodging costs of elected Franchise Advisory Council members. CITY WIDE will invoice Franchisee for Franchisee’s share of such costs.

4.10 Review of Promotional and Advertising Materials. CITY WIDE must review all promotional and advertising materials Franchisee intends to use before Franchisee uses them under the provisions of Section 10 of this Agreement. As described in Section 10 of this Agreement, CITY WIDE agrees to provide to Franchisee reasonable amounts of such advertising and promotional materials as CITY WIDE has prepared and used in connection with other Businesses in the System owned or licensed by CITY WIDE, at a price equal to CITY WIDE’s cost, including allocable overhead, plus up to ten percent (10%).

SECTION 5. Marks

5.1 Franchisee acknowledges that CITY WIDE is the licensee of the Marks found in **Attachment C** to this Agreement. Franchisee further acknowledges that CITY WIDE has disclosed fully to Franchisee that the Marks licensed hereunder are owned by CITY WIDE FRANCHISE HOLDING COMPANY ENTERPRISES, LLC, an affiliate (See Section 13.2) of CITY WIDE. Franchisee additionally acknowledges that CITY WIDE has disclosed fully to Franchisee that CITY WIDE has the exclusive right throughout the United States, Canada and Mexico, under its License Agreement with CITY WIDE FRANCHISE HOLDING COMPANY ENTERPRISES, LLC., to sub-license the use of the Marks for use as outlined in this Agreement. Franchisee further acknowledges that Franchisee’s right to use the Marks is derived solely from this Agreement and is limited to Franchisee’s conduct of the Franchised Business under and in compliance with this Agreement and all applicable standards, specifications, and operating procedures CITY WIDE prescribes from time to time during the term of the franchise. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of CITY WIDE in and to the Marks. Franchisee acknowledges that all Franchisee’s usage of the Marks and any goodwill established by Franchisee’s use of the Marks will inure to the exclusive benefit of CITY WIDE and that this Agreement does not confer on Franchisee any goodwill or other interests in the Marks. Franchisee will not, at any time during the Term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks. All provisions of this Agreement applicable to the Marks also apply to any additional trademarks, service marks, and commercial symbols CITY WIDE authorizes Franchisee to use during the Term of this Agreement.

5.2 Franchisee will not use any of the Marks or portion of any of the Marks as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form. Franchisee will not use any Mark in connection with the sale of any unauthorized product or service or in any other manner CITY WIDE has not expressly authorized in writing. Franchisee will give such notices of trademark and service mark registrations as CITY WIDE specifies and obtain such fictitious or assumed name registrations as may be required under applicable law.

5.3 Franchisee will promptly notify CITY WIDE of any claim, demand, or cause of action based upon or arising from any attempt by any other person, firm or corporation to use the Marks or any colorable imitation of them. Franchisee will notify CITY WIDE of any action, claim or demand against Franchisee relating to the Marks, within ten (10) calendar days after Franchisee receives notice of any action, claim, or demand. Upon receipt of a timely notice of an action, claim or demand against Franchisee relating to the Marks, CITY WIDE will have the sole and absolute right to defend any such action. CITY WIDE will have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Marks and will exercise such right at its sole and absolute right. In any defense or prosecution of any litigation relating to the Marks or components of the System undertaken by CITY WIDE, Franchisee will cooperate with CITY WIDE and execute any documents and take all actions as may be desirable or necessary in the opinion of CITY WIDE's counsel, to conduct such defense or prosecution. Both parties will make every effort consistent with the foregoing to protect, maintain, and promote the Marks as identifying the System. CITY WIDE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE MARKS.

5.4 If it becomes advisable at any time, at CITY WIDE's sole and absolute right, for CITY WIDE and/or Franchisee to modify or discontinue the use of any of the Marks, and/or use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, Franchisee will comply with CITY WIDE's directions within a reasonable time after Franchisee receives notice from CITY WIDE, and CITY WIDE will have no liability or obligation whatsoever to Franchisee concerning CITY WIDE's modification or discontinuance of any of the Marks.

5.5 In order to preserve the validity and integrity of the Marks, copyrights, patents (which copyrights and/or patents may be identified by CITY WIDE in writing), Software (as defined in Section 11.10) and Confidential Information (as defined in Section 9.1) licensed under this Agreement and to assure that Franchisee is properly employing the same in the operation of Franchisee's Franchised Business, CITY WIDE or its agents will have the right to enter and inspect Franchisee's Location at all reasonable times and in a reasonable manner and will also have the right to observe the manner in which Franchisee is rendering services and conducting Franchisee's activities and operations and to inspect equipment, merchandise, accessories, products, supplies, reports, forms and documents and related data for test of content and evaluation purposes to make certain that the Franchised Business is being operated in accordance with the quality control provisions and performance standards established by CITY WIDE.

5.6 Franchisee understands and agrees that any use of the Marks other than as expressly authorized by this Agreement, without CITY WIDE's prior written consent, is an infringement of CITY WIDE's rights and a material breach of this Agreement and that the right to use the Marks granted under this Agreement does not extend beyond the end of the Term of this Agreement. Franchisee expressly covenants that, during the Term of this Agreement and after any termination or expiration, Franchisee will not, directly, or indirectly, commit any act of infringement or contest or aid others in contesting the validity of CITY WIDE's right to use the Marks or take any other action in derogation of CITY WIDE's rights.

5.7 Franchisee will not license or attempt to license any other person or entity to use the System, Software or the Marks or allow any other person or entity to use the System, Software or Marks, other than Franchisee's employees or agents and only in connection with the Franchised Business.

5.8 Franchisee may use the Marks only to identify the Franchised Business and the products and services specifically identified as a part of the System from time to time in the Operating Manual.

5.9 Franchisee will not interfere in any manner with, or attempt to prohibit, the use of the Marks or the System by CITY WIDE or by any of CITY WIDE's other franchisees or licensees.

5.10 Franchisee further agrees and covenants to operate and advertise only under the name or names from time to time designated by CITY WIDE for use by similar System franchisees; to adopt and use the Marks in the manner prescribed by CITY WIDE at its sole and absolute right; to refrain from using the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may, in any way, subject CITY WIDE to liability; to observe all laws with respect to the registration of trade names and assumed or fictitious names, to include in any application for such names a statement that Franchisee's use of the Marks is limited by the terms of this Agreement, and to provide CITY WIDE with a copy of any such application and other registration document(s); to observe such requirements with respect to trademark and service mark registrations and copyright notices as Franchisee may, from time to time, require, including, without limitation, affixing "SM," "TM," or "R" in a circle adjacent to all such Marks in any and all uses thereof; and, to utilize such other appropriate notice of ownership, registration, and copyright as CITY WIDE may require.

5.11 Franchisee's use of the Marks in any advertising or in any form of promotion will conform to the guidelines as attached as **Attachment D**, and as Attachment D is from time to time modified in the Operating Manual.

SECTION 6. Franchised Business Location and Signs

6.1 Franchisee acknowledges and agrees that this Agreement entitles Franchisee to operate only one (1) Franchised Business, and Franchisee agrees to operate that Franchised Business only in the Designated Territory specified in Sections 1.1 and 1.2 of this Agreement. The license granted hereunder is an exclusive license to operate the Franchised Business within the Designated Territory, as described and outlined in **Attachment B**, from the Office as outlined in Section 6.3, subject to the reservation of rights set forth in Section 6.7 below.

6.2 Franchisee is not permitted to make material alterations to the trade dress, equipment, fixtures, signs or other materials or items bearing the Marks of the Franchisor in the Designated Territory, without prior written approval by CITY WIDE.

6.3 Franchisee shall establish an office for the Franchised Business ("**Office**") within the Designated Territory prior to the commencement of any business or promotional activities. which will typically be between 1,000 to 2,000 square feet. At a minimum, such Office shall include telephone service dedicated to the Franchised Business which will be answered by an employee, telephone answering service or voice mail (or combination thereof) and which will take calls from customers or employees twenty-four (24) hours a day and include a specific reference that identifies the number as being associated with CITY WIDE. These telephone numbers, lines and the services related thereto (collectively, "**Telephone Line**") will be the sole and exclusive property of CITY WIDE). Your telephone line must meet the requirements for acceptable phone numbers for Google services. The number must be dedicated and used solely for the Franchised Business and meet Google's requirements for Google services. (Franchisee shall always be solely responsible for any expenses and debts incurred with respect to the Telephone Line. Franchisee does hereby irrevocably convey, assign and transfer to CITY WIDE all the rights relative to the termination and/or changing of the Telephone Line should the franchise arrangement and/or relationship between the parties cease at any time for any reason. Additionally, Franchisee does hereby irrevocably convey, assign and transfer to CITY WIDE all the rights to place forwarding instructions upon the Telephone Line to whatever numbers and to any persons CITY WIDE desires, should the franchise arrangement and/or relationship cease at any time for any reason. This includes the assignment of the Telephone Line or forward instructions if Franchisee is using a Telephone Line tied to a cellular, mobile or other portable phone to operate the Franchised Business. All expenses in terminating, changing and forwarding the Telephone Line always times be the sole responsibility of Franchisee. CITY WIDE may, from time to time, establish such

further reasonable requirements concerning the establishment and operation of the Office and Franchisee shall promptly comply with such requirements upon receipt of notice thereof.

6.4 Franchisee shall notify CITY WIDE of the location (“**Location**”) of the Office during the Term or any Successor Term as outlined in the Operating Manual. Franchisee shall not change the Location without CITY WIDE’s approval. Franchisee shall give CITY WIDE at least ninety (90) days prior written notice of any such change and CITY WIDE shall have 72 hours within which to approve such Location and the proposed décor and signage. If CITY WIDE does not approve of such Location, décor or signage within such thirty (30) day period, same shall be deemed disapproved. It is Franchisee’s sole responsibility to ensure that CITY WIDE is timely notified of Franchisee’s current Location.

6.5 To retain rights to the Designated Territory, you must meet the annual revenue per capita growth (“**Annual Revenue Per Capita Growth**”) in every year in the term of this Agreement. Specifically, you will be required to grow the gross revenues generated by the Franchised Business to no less than \$0.20 per person per year. You must meet CITY WIDE’S Annual Revenue Per Capita Growth requirement in the first 24 months of operations from Open Date. If a new franchisee’s Annual Revenue Per Capita Growth is less than \$0.20 at the end of the 24-month period, CITY WIDE will issue a notice of default, and the Franchisee will have a 12-month cure period. If Franchisee fails to satisfy the Annual Revenue Per Capita Growth requirement by the end of the 36-month period from Open Date, you will be deemed in material breach of the Franchise Agreement. You must meet this requirement each year; however, CITY WIDE will measure this requirement for the remainder of the Agreement using a 36-month rolling average. Failure to meet the Annual Revenue Per Capita Growth requirement on a rolling 36-month basis (or on the 24th month for new franchisees) constitutes a material breach of the Franchise Agreement. If such a breach occurs and is not cured within the designated cure period, CITY WIDE will have the right to reduce the size of your Designated Territory, grant other franchisees within the Designated Territory by splitting the territory, or to terminate the Agreement, provided that there will be a period of not less than one (1) year to cure such a breach.

6.6 Franchisee will receive an exclusive Designated Territory, subject to the exceptions outlined below. The license is limited to the right to develop and operate one Franchised Business at the Location within the Designated Territory, and does not include (i) any right to market or sell products or services identified by the Marks at any location other than the Location, or through any other channels or methods of distribution, including the Internet (or any existing or future form of electronic commerce including but not limited to social media, websites, mobile communication devices and 3D virtual worlds), except in accordance with policies stated in the Operating Manual; (ii) any right to sell products or services identified by the Marks to any person or entity for resale or further distribution; or (iii) any right to exclude, control, or impose conditions on CITY WIDE’s development of future franchised, company, or affiliate-owned Franchised Businesses at any time outside of the Territory.

6.7 Franchisee also acknowledges and agrees that CITY WIDE and its affiliates reserve the right to:

6.7.1 Establish and/or license other Franchised Businesses at any Location outside of the Designated Territory as CITY WIDE deems appropriate;

6.7.2 Establish and license others to establish businesses under other systems using the Marks or other proprietary marks, which businesses may be located within or outside the Designated Territory, provided, however, that, except as specifically provided in the Franchise Agreement, CITY WIDE will not license or establish a business substantially like the Franchised Business and using the Marks within Franchisee’s Designated Territory;

6.7.3 Sell the services, products, materials and related equipment authorized for Franchisee's Franchised Business under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and under terms CITY WIDE deems appropriate within and outside Franchisee's Designated Territory;

6.7.4 Advertise and sell the services, products, materials and related equipment authorized as associated with Franchisee's Franchised Business under the Marks through dissimilar channels of distribution including, without limitation, by electronic means such as the Internet, websites and other digital media or platforms we establish and pursuant to terms we deem appropriate within and outside Franchisee's Designated Territory;

6.7.5 Advertise the System on the Internet and create, operate, maintain, modify, or discontinue the use of one or more websites using the Marks;

6.7.6 Acquire the assets or ownership interest of one or more businesses providing services, products, materials, and related equipment similar to those provided at Franchisee's Franchised Business, and franchise under a service mark or trademark other than our Marks, license, or grant the right to others to operate those businesses once acquired, regardless of whether these businesses are located or operating within Franchisee's Designated Territory;

6.7.7 Be acquired by a business providing services, products, materials and equipment like those provided at Franchisee's Franchised Business, even if such business operates, franchises and /or licenses competitive businesses in Franchisee's Designated Territory;

6.7.8 Maintain the National Business Development Program. If Franchisee does not participate in the National Business Development Program or is unable to fully service a National Account in its Designated Territory, CITY WIDE, an affiliate, or a third party CITY WIDE designee (including another CITY WIDE franchisee) may provide the services necessary to fulfill a National Account in Franchisee's Designated Territory and Franchisee will not be entitled to any compensation in connection with the transaction; and

6.7.9 Engage in any other activities not expressly prohibited in this Agreement.

SECTION 7. Standards of Operation

Franchisee shall comply with all requirements contained in this Agreement, the Operating Manual and other written policies CITY WIDE supplies to Franchisee. Mandatory specifications, standards, operating procedures and rules CITY WIDE prescribes from time to time in the Operating Manual or otherwise communicated to Franchisee in writing will constitute provisions of this Agreement as if fully outlined in this Agreement. Any required standards set forth herein, the Operating Manual exist to protect CITY WIDE's interests in the System and the Marks and not to establish any control or duty to take control over those matters that are reserved to Franchisee. All references to this Agreement will include all such mandatory specifications, standards and operating procedures and rules. Franchisee's failure to comply with requirements set forth in this Agreement concerning quality and performance will constitute a material breach of and cause for termination of this Agreement. Franchisee will comply with the entire System including, but not limited to:

7.1 Commencing Operations. Franchisee will commence operation of the Franchised Business no later than one hundred twenty (120) calendar days after the execution and acceptance of this Agreement. Franchisee shall apply to all appropriate government authority for such permits, licenses and/or approvals which may be required to operate Franchisee's Franchised Business within the Designated Territory for

Franchisee's Franchised Business by the Open Date. Such permits, licenses, and/or approvals may include, but not be limited to, a general contractor's license.

7.1.1 Prior to the Open Date of the Franchised Business, Franchisee will have complied with all CITY WIDE's pre-opening standards and specifications. If for any reason Franchisee fails to commence operation as provided in this Agreement, such failure will be considered a default and CITY WIDE may terminate this Agreement.

7.2 Permits and Certification. Before commencing operation of the Franchised Business, Franchisee will, at Franchisee's expense, furnish CITY WIDE, for its approval, the following:

7.2.1 Copies of all permits and certifications that may be required for the lawful operation of the Franchised Business, together with copies of any building inspection reports and certifications from all governmental authorities having jurisdiction over the Designated Territory and the Franchised Business showing that all necessary permits have been obtained and that all requirements for operation have been met.

7.3 Condition and Appearance of Office; Right of Inspection. Franchisee will maintain the condition and appearance of the Office of the Franchised Business consistent with CITY WIDE standards, as set forth in the Operating Manual and otherwise in writing. Franchisee will maintain such premises as CITY WIDE may from time to time require to maintain or improve the appearance and efficient operation of the Franchised Business, including, but not limited to, replacement of worn out or obsolete fixtures and signs, and repair of the Location. If any time in CITY WIDE's judgment the general state of repair or the appearance of the premises of the Franchised Business or its equipment, fixtures, or signs does not meet CITY WIDE's standards, CITY WIDE will so notify Franchisee and specify the action Franchisee must take to correct such deficiency. If Franchisee fails or refuses to initiate within thirty (30) calendar days after receipt of such notice, and continues to fail to implement a bona fide program to complete any required maintenance, CITY WIDE will have the right, in addition to all other remedies, to enter upon the premises of the Franchised Business and effect such repairs, painting, maintenance or replacements of equipment, fixtures or signs on Franchisee's behalf and Franchisee will repay CITY WIDE the entire costs on demand. If Franchisee fails to make any such payments or remedy operational deficiencies, such failure will constitute a material breach of this Agreement and CITY WIDE may terminate this Agreement. Except for those repairs that would constitute a public health or safety hazard, or are required by any governmental agency, any such remodeling requirement will be imposed only in a nondiscriminatory manner upon (i) all comparably situated CITY WIDE franchisees and (ii) all comparably situated CITY WIDE-owned businesses; provided further that any capital expenditure otherwise required under this Agreement in excess of Twenty Five Thousand Dollars (\$25,000) will only be required to be made by Franchisee if sufficient time remains in the Initial or any Successor Terms to fully amortize or depreciate such expenditure under the Internal Revenue Code ("**Code**"), as amended, and all applicable regulations under the Code.

7.4 Cleanliness and Safety. Franchisee must maintain and operate the Franchised Business in a good, clean, and safe manner in compliance with standards prescribed by CITY WIDE.

7.5 No Duplication or Disclosure. Franchisee is prohibited from duplication of the CITY WIDE System and Software and will not disclose or cause to be disclosed any part of the CITY WIDE System or Operating Manual.

7.6 No Material Alterations. Franchisee will make no material alterations to the premises of the Franchised Business nor will Franchisee make material replacements of or alterations to the equipment, fixtures, furniture, or signs of the Franchised Business without the prior written approval by CITY WIDE.

7.7 Uniform Standards. Franchisee recognizes that it is essential to the proper marketing of the System and the designated service and product lines and to the preservation and promotion of their reputation and acceptance by the public at large, that uniform standards of quality of services, products and merchandise be maintained. Franchisee will promote, offer, sell and dispense all merchandise, products, trademarked product and service lines as prescribed by CITY WIDE as part of the System. Franchisee acknowledges that failure to abide by this provision will result in diffusing the CITY WIDE public image to the detriment of all franchisees using the System.

7.8 Pricing. CITY WIDE may, as it deems advisable from time to time, advise or offer guidance to Franchisee with respect to prices for products or services offered for sale by the Franchised Business, the charging of which, in CITY WIDE's judgment, constitutes good business practice. Franchisee is not obligated to accept any such advice or guidance, and Franchisee has the sole right to determine prices to be charged by the Franchised Business, if Franchisee's prices are consistent with the CITY WIDE concept.

7.9 Approved Suppliers and Approved Supplies. From time to time, CITY WIDE will provide to Franchisee either in the Operating Manual or posted on CITY WIDE'S internal website ("**CW You**") a list of approved manufacturers, suppliers and distributors authorized for the Franchised Business ("**Approved Suppliers List**") and a list of approved inventory, products, fixtures, furniture, equipment, signs, stationery, supplies, and other items or services necessary to operate the Franchised Business ("**Approved Supplies List**"). From time to time as set forth in the Operating Manual, CITY WIDE may designate suppliers on the Approved Suppliers List as required suppliers ("**Required Suppliers**") from whom you must purchase inventory, products, services or other items and services. Currently, on the list of Required Supplier is ADP Payroll Services which you are required to use for your payroll services. You may not use payroll services from any other provider. Such lists will specify the manufacturer, supplier and distributor and the inventory products, fixtures, furniture, equipment, signs, stationery, supplies and services which CITY WIDE has approved to be carried or used in the System. CITY WIDE may revise the Approved Suppliers List and Approved Supplies List from time to time at its sole and absolute right. Such approved lists will be submitted to Franchisee as CITY WIDE deems advisable. If Franchisee proposes to use at the Location any equipment or any brand of product which is not then approved by CITY WIDE as meeting its minimum specifications and quality standards, or to purchase any product from a supplier that is not then designated by CITY WIDE as an Approved Supplier on the Approved Suppliers List, Franchisee must first notify CITY WIDE and must, upon request by CITY WIDE, submit samples and such other information as CITY WIDE requires for examination and testing or to otherwise determine whether the proposed supply or supplier meets CITY WIDE's specifications and quality standards. CITY WIDE will not consider requests by Franchisee or any affiliate of Franchisee to become Approved Suppliers. CITY WIDE shall notify Franchisee whether it approves or disapproves of the proposed supply or supplier. If CITY WIDE approves the proposed supply or supplier, Franchisee may purchase that supply or use that supplier in connection with the Franchised Business, unless CITY WIDE notifies Franchisee that such approval has been revoked. CITY WIDE reserves the right, at its option, to re-inspect the facilities and products of any supplier of an approved item and to revoke its approval of any item which fails to continue to meet any of CITY WIDE's criteria.

7.10 Other Products and Items. All inventory, products and materials, and other items and supplies used in the operation of the Franchised Business which are not specifically required to be purchased in accordance with CITY WIDE's Approved Supplies List and Approved Suppliers List will conform to the specifications and quality standards established by CITY WIDE from time to time.

7.11 Supervision. Franchisee will diligently and fully exploit the rights in this Agreement by devoting its full time and best efforts to the Franchised Business. At all times, Franchisee will be directly engaged in the day-to-day management and oversight of the Franchised Business for the purpose of

generating business and increasing the inherent value of the Franchised Business and the System. Franchisee must live year-round and full-time in the Designated Territory. If more than one (1) individual has executed this Agreement as Franchisee, Franchisee must designate, in Attachment G to this Agreement, one (1) individual who will devote his or her full-time and will be directly involved in the operation of the Franchised Business. If the individual designated in Attachment G ceases to live in the Designated Territory year-round or ceases to engage in the day-to-day management of the Franchised Businesses full-time, you must provide immediate written notice to City Wide. Furthermore, if there is more than one individual who has executed this Agreement as Franchisee, then another individual must then become the designated person in Attachment G. In the alternative, you may be able to appoint an operating manager if you meet the requirements of City Wide as outlined below. Franchisee will always faithfully, honestly, and diligently perform Franchisee's obligations under this Agreement and will not engage in any business or other activities that will conflict with Franchisee's obligations under this Agreement.

7.11.1 If the Franchised Business is in the top twenty-five percent (25%) of the System in terms of Annual Revenue Per Capita Growth or a similar metric established from time to time by CITY WIDE, Franchisee may designate a trained and competent employee to be a full-time manager ("**Manager**") to run the day-to-day operations of the Franchised Business, subject to CITY WIDE'S sole and absolute discretion and the conditions set forth below. Where a Franchisee is wishing to designate a Manager, the following minimum conditions must be met:

(a) Manager must meet the then-criteria used by CITY WIDE for approving new franchisees.

(b) Manager must have the necessary experience in accordance with the Operating Manual to operate the Franchised Business.

(c) Manager must have at least a twenty percent (20%) ownership interest of the entity that owns the Franchised Business;

(d) Manager must live in the Designated Territory and must devote full-time, year round and best efforts to supervising the operation of the Franchised Business on a daily basis. CITY WIDE reserves the right to request proof of residency of either Franchisee or your Manager, as applicable, and proof of your Manager's ownership interest, if you nominate a Manager.

(e) You must submit to us your operating agreement if you are an LLC or articles of incorporation if you are a corporation showing that the proposed Manager has at least 20% ownership interest.

(f) The Manager must sign the Guaranty and Assumption of Obligations, the Confidentiality Agreement, and the Non-Compete Agreement, attached hereto as Attachments A, E and F respectively. In addition, you must also execute the acknowledgment regarding ownership (Attachment G).

(g) The Franchised Business must remain in the top twenty-five percent (25%) of the System in terms of rolling thirty-six (36) months Annual Revenue Per Capita Growth or a similar metric established from time to time by CITY WIDE, or alternatively the longest metric available (24 months of 12-months) for the market being evaluated.

(h) Within five (5) business days of the Manager's separation from day-to-day operations of the Franchised Business, the Franchisee will assume the day-to-day responsibilities of operating the Franchised Business unless or until a replacement Manager is appointed, in accordance to and

subject to terms of this Agreement and the Operating Manual. City Wide must approve the replacement Manager.

7.11.2 CITY WIDE's approval of the Manager may be withdrawn if Franchisee is in default of this Agreement.

7.11.3 From time to time, CITY WIDE may modify the criteria outlined herein and in the Operating Manual to establish new criteria as it relates to the appointment of the Manager.

7.12 Full Compliance. Franchisee will secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and will operate the Franchised Business in full compliance with all applicable ordinances and regulations, including without limitation, all government laws and regulations relating to occupational hazards and health, EEOC laws, Americans with Disabilities Act, consumer protection, trade regulations, workers compensation, unemployment insurance and withholding, and payment of federal and state income taxes, social security taxes and sales, use and property taxes.

7.13 High Moral and Ethical Standard. Franchisee will maintain a high moral and ethical standard in the operation and conduct of the Franchised Business so as to create and maintain goodwill among the public for the Marks and supervise and evaluate the performance of Franchisee's professional and other staff to ensure that each renders competent, efficient and quality service.

7.14 Completion of Training. Franchisee agrees they will satisfactorily complete all mandatory training programs required by CITY WIDE, including but not limited to the initial training referred to in Section 4.1 of this Agreement. CITY WIDE, at its sole and absolute right, will determine if the individuals who participate in such programs on Franchisee's behalf have satisfactorily completed the training programs. If by virtue of pre-training evaluation or during or at the end of the initial training program CITY WIDE, in its sole and absolute right, determines that any of those persons have not or will not be able to satisfactorily complete the training program, then CITY WIDE will notify Franchisee of that determination, and Franchisee will promptly designate a substitute trainee who meets the requirements set forth in Section 4.1 to participate in and complete the training program. If CITY WIDE, at its sole and absolute right, determines that such substitute does not or will not be able to satisfactorily complete the training program, then CITY WIDE will notify Franchisee of that determination and Franchisee will promptly designate a second substitute trainee who meets the requirements set forth in Section 4.1 to participate in and complete the training program. If CITY WIDE, at its sole and absolute right, determines that such second substitute trainee does not or will not be able to satisfactorily complete the training program, then CITY WIDE may elect to terminate this Agreement pursuant to Section 14.1.6 below, without any additional cure period. If CITY WIDE, at its sole and absolute right, at any time determines that Franchisee have not satisfactorily completed any mandatory training program, then CITY WIDE may suspend Franchisee's rights pursuant to this Agreement, including the right to operate the Franchised Business, until such programs have been satisfactorily completed, as determined by CITY WIDE at its sole and absolute right, regardless of whether or not CITY WIDE has exercised its right to terminate pursuant to Section 14.1.6. Franchisee further agrees that all sales representatives and facility services managers employed by Franchisee will attend all requisite training programs at CITY WIDE's home office.

7.15 Revenue and Profit Maximization; Budget and Strategic Plan. Franchisee will always use Franchisee's best efforts to diligently operate the Franchised Business so as to maximize the revenues and profits and will do all things reasonably requested by CITY WIDE to maximize revenues and profits. Franchisee always agrees and covenants to comply with CITY WIDE's minimum staffing requirements as set forth in the Operating Manual. Franchisee acknowledges and agrees that Franchisee's failure to comply

with this requirement shall constitute a material default of this Agreement for which CITY WIDE may terminate this Agreement or:

- (a) reduce Franchisee's Designated Territory size;
- (b) require Franchisee to attend additional training at Franchisee's expense;
- (c) prohibit Franchisee from attending any annual conference, convention, or training session that CITY WIDE may periodically conduct;
- (d) deem Franchisee ineligible for any awards bestowed upon franchisees by CITY WIDE; and
- (e) reduce or eliminate the level of support and services CITY WIDE provides to Franchisee.

Franchisee agrees to complete and submit to CITY WIDE on an annual basis a budget and strategic business plan before the end of Franchisee's fiscal year via CITY WIDE's budgeting platform. In the event CITY WIDE exercises its right in 7.15(a) above, the portion of the Designated Territory that is no longer part of the Designated Territory ("**Eliminated Portion**") may be granted by CITY WIDE to another franchisee to develop, own and operate a franchised business. If CITY WIDE grants the Eliminated Portion to another franchisee, Franchisee acknowledges and agrees that Franchisee's duties and obligations under this Agreement relating to operating the Franchised Business in the remaining part of the Designated Territory will continue in full force and effect so long as this Agreement is in effect. Notwithstanding the above, CITY WIDE will provide Franchisee with a period not to exceed one (1) year to cure a breach under this section 7.15.

Franchisee acknowledges and agrees there exists a direct correlation between sales staffing and the financial success of a Franchised Business. Accordingly, Franchisee is required to meet the minimum staffing levels as set forth in the Operating Manual.

7.16 Promotions. Franchisee will use only business stationery, business cards, marketing materials, advertising materials, printed materials, and forms which have been supplied by a supplier designated or approved by CITY WIDE pursuant to Section 7.9 of this Agreement and which meet all standards of quality and other specifications of CITY WIDE. Franchisee will not employ any person to act as a representative of Franchisee in connection with the local promotion of the Franchised Business in any public media without the prior written approval of CITY WIDE. Franchisee will submit to CITY WIDE in a timely manner, all promotional and advertising materials to be used by Franchisee, which must be approved by CITY WIDE before their use. Such submission will give CITY WIDE a minimum of seven (7) business days to review and approve such material.

7.17 Independent Ownership. In all advertising displays and materials used in the Franchised Business and in Franchisee's Designated Territory, Franchisee will, in such form and manner as may be specified by CITY WIDE in the Operating Manual, notify the public that Franchisee is independently owned and is operating the business licensed under this Agreement as a franchisee of CITY WIDE and will identify Franchisee's Location in the manner specified by CITY WIDE in the Operating Manual.

7.18 Marketing Efforts. Franchisee will at all times actively promote the sale of System products and services at the Location and will use Franchisee's primary and best efforts to cultivate, develop, and expand the market for such products and services. Franchisee must participate in and cooperate in any

marketing or promotional campaigns conducted by CITY WIDE unless Franchisee obtains prior written approval from CITY WIDE to opt out of any such campaign.

7.19 Total Revenue Retention Requirement. The total revenue retention of Franchisee's Franchised Business must not fall below seventy-seven and five-tenths percent (77.5%) for any rolling thirty-six (36) month period for Franchisee's Business, or alternatively the longest evaluation period available [twenty-four (24) or twelve (12) month] for the market being evaluated ('Minimum Total Revenue Retention Requirement'), as determined by CITY WIDE in its sole and absolute discretion. Franchisee acknowledges and agrees that Franchisee's failure to comply with the Minimum Total Revenue Retention Requirement shall constitute a material default of this Agreement for which CITY WIDE may terminate this Agreement. In the event that Franchisee fails to comply with the Minimum Total Revenue Retention Requirement, CITY WIDE also reserves the right to take corrective action with respect to Franchisee's Franchised Business, which may include the implementation of a plan with which Franchisee agrees to comply. Franchisor may adjust the Minimum Total Revenue Retention Requirement upon a 30-day prior written notice to Franchisee. The Minimum Total Revenue Retention Requirement may be re-established at the thirty-six (36) month rolling TRR rate equal to the 10th percentile market (or the bottom 10% of markets on a stacked ranking list) within the system at time of notice. Any such adjustment shall not require Franchisee to maintain a total revenue retention in excess of eighty-five percent (85%). When the rate is-increased, CITY WIDE will notify you and the increase will appear in the Operating Manual.

7.20 Notification Requirements. Franchisee will provide written notice to CITY WIDE thirty (30) days in advance of taking any legal action against any customer, supplier or independent contractor. Franchisee will provide written notice to CITY WIDE within five (5) days of any legal action of any kind or nature, filed against Franchisee by anyone during the term or extension of this Agreement.

7.21 No Warranties. All products and goods sold, licensed, or leased by or through CITY WIDE to Franchisee will be sold, licensed, or leased in accordance with the terms expressly set forth in the Operating Manual or as otherwise provided for in writing by CITY WIDE or the manufacturer of such products and goods. EXCEPT AS EXCLUSIVELY SET FORTH IN WRITING AND SIGNED BY CITY WIDE, CITY WIDE MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH PRODUCTS AND GOODS, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT RESTRICTED TO, THE IMPLIED WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES WILL CITY WIDE'S LIABILITY IN CONNECTION WITH ANY SUCH PRODUCTS OR GOODS EXCEED THE DOLLAR AMOUNT OF THE PURCHASE PRICE OR LICENSE FEE PAID BY FRANCHISEE FOR ANY SUCH PRODUCTS OR GOODS. IN NO EVENT WILL CITY WIDE BE LIABLE TO ANY PARTY, INCLUDING BUT NOT LIMITED TO, FRANCHISEE AND FRANCHISEES CUSTOMERS, FOR ANY TORT DAMAGES OR INDIRECT, SPECIAL, GENERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS AND LOSS OF GOODWILL, ARISING IN CONNECTION WITH THE USE (OR INABILITY TO USE) SUCH PRODUCTS AND/OR GOODS FOR ANY PURPOSE WHATSOEVER, EVEN IF CITY WIDE IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES.

7.22 Best Interest of the System. Franchisee will not engage in any activity, conduct or practice that is contrary to the best interest of CITY WIDE or Franchisee or that is reasonably anticipated to result in litigation with Franchisee's suppliers or customers, or in public criticism of CITY WIDE or the Franchised Business generally.

7.23 National Meetings. Franchisee, personally or through authorized representative(s) approved in advance by CITY WIDE, will attend and participate annually in any National Meetings sponsored or arranged by CITY WIDE (including remote meetings). Franchisee agrees to use Franchisee's best efforts to attend and participate personally or through such authorized representative(s) in all other National Meetings of System franchisees as designated by CITY WIDE from time to time. All expenses incurred by Franchisee in association with such National Meetings, including, without limitation, the cost of travel, room, board, and wages of the person(s) participating therein, will be borne by Franchisee. If Franchisee fails to attend a National Meeting without the prior written consent of CITY WIDE, Franchisee will be assessed a non-attendance fee of \$2,000, or the then current fee as stated in the Operating Manual, which Franchisee agrees to promptly pay. In some circumstances, such as being in default of the Franchise Agreement, Franchisee may not be permitted to attend a National Meeting. In such circumstances, Franchisee will not be required to pay the non-attendance fee. Whether a Franchisee is eligible to attend a National Meeting is in the sole and absolute discretion of the Franchisor. CITY WIDE may increase this fee based upon the venue, level of attendance, speakers retain to speak and duration of the National Meeting.

7.24 Purchase Money Security Interest. Franchisee grants CITY WIDE a purchase money security interest in all products and goods, and any proceeds in items Franchisee purchased from CITY WIDE or CITY WIDE licensed to Franchisee. That security interest will secure the payment to CITY WIDE of the purchase price or license fee for all such products and goods, all obligations relating to such purchases or licenses, and all costs, expenses, future advances and liabilities that may be made or incurred by CITY WIDE in the administration and collection of any such amounts.

7.25 Security Agreement. This Agreement will constitute a security agreement, and upon request by CITY WIDE, Franchisee will execute any additional instruments required to perfect this security interest including, without limitation, a standard Uniform Commercial Code ("**UCC**") financing statement. Franchisee authorizes CITY WIDE to file a copy of this Agreement, a UCC financing statement, and any other documents that may be necessary to perfect that security interest. Franchisee shall provide CITY WIDE with at least ten (10) business days' written notice prior to entering into a loan agreement ("**Loan Agreement**") with any bank or other lender (the "**Lender**"). In the event such Loan Agreement requires CITY WIDE to agree to subordinate its security interest to the security interest of the Lender, CITY WIDE may impose conditions to its consent in its sole discretion.

7.26 Copyright Notice. Franchisee will cause the proper copyright notice to appear on all copies of all materials promulgated by CITY WIDE, including any printed copies of CITY WIDE's Operating Manual.

7.27 Insurance. Franchisee shall keep the Franchised Business, and all proprietary equipment and other equipment adequately insured with the coverages and policy limits as set forth in the Operating Manual, and as from time to time modified by CITY WIDE therein and as required by National Account Contracts.

7.28 CITY WIDE's Right to Enter. Franchisee hereby grants to CITY WIDE and its agents the right to enter upon the Location, without notice, at any reasonable time for the purpose of conducting inspections of the Location, Franchise Owner's Business Records (as defined in Section 11) including but not limited to its books, and records, and Franchisee agrees to render such assistance as may reasonably be requested and to take such steps as may be necessary immediately to correct any deficiencies detected during such an inspection upon the request of CITY WIDE or its agents.

7.29 Possible Variability. Because complete and detailed uniformity under many varying conditions may not be possible or practical, and in order to remain competitive and respond to new technology, customer needs and market conditions, CITY WIDE specifically reserves the right and

privilege, at its sole and absolute right and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any franchise owner based upon the peculiarities of a particular site or circumstance, density of population, business potential, population of trade area, existing business practices or any other conditions which CITY WIDE deems to be of importance to the successful operation of such Franchisee's business. Franchisee shall have no recourse against CITY WIDE on account of any variation from standard specifications and practices granted to any franchise owner and shall not be entitled to require CITY WIDE to grant Franchise Owner a like or similar variation hereunder.

7.30 Replacement Equipment or Software. Franchisee agrees that CITY WIDE shall install, update or replace any equipment (hardware and/or peripherals) or Software (as defined in Section 11.10) as designated by CITY WIDE for use pursuant to the CITY WIDE System.

7.31 CITY WIDE's Right to Manage. Franchisee hereby grants to CITY WIDE the right to take such steps as are necessary to manage the Franchised Business for the account of Franchisee in the event of Franchisee's death or in the event that an independent third party (such as a medical doctor) reasonably determines that Franchisee is incapacitated or incapable of running the Franchised Business, and to receive a reasonable fee for such services.

7.32 Tax Documentation. Franchisee shall submit copies of all tax returns, tax filing documents, tax withholding documents, proofs of insurance, certificates of good standing, and other documentation as required and set forth in the Operating Manual, and as from time to time modified therein.

7.33 Privacy Laws. In the operation of the CITY WIDE Franchised Business, Franchisee will receive "Customer Data." "Customer Data" is information, records, lists or data that may contain "Personal Information." "Personal Information" includes information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, potential consumer, individual or household, as such term may be further defined or amended by applicable federal, state and local statutes, regulations, ordinances and requirements, including, but not limited to, the California Consumer Privacy Act. Personal Information is collected, maintained, or generated in the operation of the CITY WIDE Franchised Business, including through the use of a point of sale system.

Franchisee agrees, at its sole cost and expense, to always:

7.33.1 comply with the data protection, collection, maintenance and use requirements for Customer Data set out in the Operating Manual and this Franchise Agreement, including all policies, procedures and controls that Franchisor implements now or in the future.

7.33.2 comply with all applicable federal, state and local statutes, regulations, ordinances and requirements, including but not limited to, the California Consumer Privacy Act, relating to the data protection, collection, maintenance and use of Customer Data (collectively, "Privacy Laws");

7.33.3 assist and otherwise cooperate with Franchisor to ensure Franchisor's and Franchisee's compliance with applicable Privacy Laws.

7.33.4 promptly notify Franchisor in writing of any Security Incident (defined below) that Franchisee becomes aware of or discovers. Franchisee will assist and otherwise cooperate with Franchisor to investigate any such Security Incident and will take all required steps, as determined by Franchisor, to remedy Franchisee's noncompliance with applicable Privacy Laws, this Agreement, or the Operating Manual. For purposes of this Section 7.34.4, "Security Incident" means any actual or suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data in violation of applicable Privacy Laws, this Agreement or the Operating Manual.

7.33.5 promptly provide Franchisor with the ability to delete, access or copy Customer Data in Franchisee's possession or control.

7.33.6 promptly notify Franchisor of any request regarding Customer Data received by Franchisee from a "consumer" as defined by applicable Privacy Laws.

7.33.7 adopt policies, procedures, and controls, including those set out in the Operating Manual, if any, that enable Franchisee to respond, and to cause its agents and employees to respond, promptly to any rights request made pursuant to applicable Privacy Laws, including any disclosure request, deletion request, or opt-out request.

7.33.8 adopt policies, procedures, and controls, including those set out in the Operating Manual, if any, that limit access to Customer Data to only those employees that have a need-to-know basis based on specific job function or role. Franchisee will provide data privacy and security training to employees who have access to Customer Data or who operate or have access to system controls and will require employees to adhere to data confidentiality terms providing for the protection of Customer Data in accordance with this Agreement and the Operating Manual; and

7.33.9 maintain Customer Data in confidence in accordance with Section 9 of this Franchise Agreement.

7.34 Compliance; Indemnification. Franchisee hereby covenants to always comply with all federal, state, and local laws, rules, and regulations governing the utilization of subcontractors in the performance of delivering services to Franchisee's customers, and Franchisee agrees to hold CITY WIDE harmless and indemnify CITY WIDE from liability for failure to comply with such laws, rules and regulations.

7.35 Franchisee will be solely responsible for ensuring that all of its employees, contractors and subcontractors, including any individuals providing services on Franchisee's behalf, are legally authorized to work in the United States. Franchisee shall comply with all applicable immigration, employment and labor laws including but not limited to the verification of employment eligibility and citizenship status as required by law. Franchisee hereby agrees to maintain appropriate records and, upon request, provide Franchisor with evidence of such compliance.

7.36 Best Efforts. In consideration of CITY WIDE's agreement to grant the franchise, Franchisee will at all times use Franchisee's best efforts to promote and increase the sales and service of the System and to affect the widest and best possible promotion and service to potential customers for the Franchised Business's products and designated service and product lines. Franchisee's failure to devote Franchisee's best efforts to adequately represent the Marks and the System at Franchisee's Location will be deemed to be just cause for CITY WIDE to terminate this Agreement.

CITY WIDE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, VALIDITY OR ENFORCEABILITY OF ANY COPYRIGHTS REFERENCED IN THIS AGREEMENT.

SECTION 8. Confidential Operating Manual

8.1 During the Term CITY WIDE will provide Franchisee with access to CITY WIDE's current confidential Operating Manual, containing reasonable and mandatory specifications, standards, operating procedures and rules prescribed from time to time by CITY WIDE for the Franchised Business and information relative to Franchisee's other obligations under this Agreement and the operation of the

Franchised Business. CITY WIDE will have the right to add to and otherwise modify and replace the Operating Manual from time to time, provided that no such addition or modification will alter Franchisee's fundamental status and rights under this Agreement.

8.2 The Operating Manual will always remain the sole property of CITY WIDE and Franchisee will promptly cease to use any electronic versions, delete any downloaded copies, and destroy any printed copies upon the expiration or other termination of this Agreement. Franchisee agrees and covenants that Franchisee will not disclose, duplicate, or otherwise use in an unauthorized manner any portion of the Operating Manual.

8.3 The Operating Manual contains proprietary information of CITY WIDE and is considered Confidential Information (as defined in Section 9). The Operating Manual will be kept confidential by Franchisee both during and after the expiration or termination of this Agreement. For the elimination of doubt, the entire Operating Manual is designated as confidential.

8.4 Failure to follow the mandatory specifications and standards set forth in the Operating Manual, as amended from time to time, constitute a material breach of this Agreement. If such material breach is not cured within thirty (30) days of receipt of the written notice of default from CITY WIDE, CITY WIDE may terminate this Agreement.

SECTION 9. Confidential Information

9.1 Franchisee acknowledges that Franchisee's entire knowledge of the operation of a Franchised Business, including the knowledge, or know-how regarding the specifications, standards and operating procedures of the services and activities, is derived from information disclosed to Franchisee by CITY WIDE and that certain of such information is proprietary, confidential and a trade secret of CITY WIDE (**'Confidential Information'**). Franchisee will maintain absolute confidentiality of all such Confidential Information during and after the Term and will not use any such information in any other business or in any manner not specifically authorized or approved in writing by CITY WIDE. However, Franchisee's obligation to maintain the confidentiality of such Confidential Information is subject to the following exceptions: (i) such information was previously known by Franchisee prior to disclosure by CITY WIDE if Franchisee identifies such information as previously known; (ii) information disclosed to Franchisee by a third party, unless the third party is under a duty not to disclose or use the information, or unless the third party is not in rightful possession of such information; or (iii) information generally known in the pertinent trade; such information shall be deemed generally known only if Franchisee can establish that the full particulars of the proprietary information in the combination disclosed to Franchisee is well known or generally used within the trade or industry.

Exceptions (i) to (iii) above will apply only if Franchisee notifies CITY WIDE of the pertinent exception within thirty (30) days after CITY WIDE discloses to Franchisee any Confidential Information.

In this Section, Confidential Information will not be considered to fall within the exceptions above merely because such information is embraced by or is part of more general information in the public domain or in Franchisee's possession. In addition, any combination of features will not be deemed to be within the foregoing exceptions merely because individual features are in the public domain and are in Franchisee's possession, but only if the combination itself, its principal of operation, knowledge or ability are in the public domain or in Franchisee's possession.

9.2 Franchisee will divulge such Confidential Information only to the extent and only to those of Franchisee's employees who must have access to operate the Franchised Business. All information, knowledge and know-how, including, without limitation, specifications and standards concerning the

operation of the Franchised Business and other data which CITY WIDE designates as Confidential Information, will be deemed confidential for purposes of this Agreement.

9.3 Due to the special and unique nature of the Confidential Information, Marks, Operating Manual and Software, Franchisee acknowledges that CITY WIDE will be entitled to immediate equitable remedies, including but not limited to, restraining orders and injunctive relief in order to safeguard such proprietary, confidential, unique, and special information of CITY WIDE and that money damages alone would be an insufficient remedy with which to compensate CITY WIDE for any breach of the terms of Sections 5, 8 and 9 of this Agreement. **CITY WIDE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALIDITY OR ENFORCEABILITY OF ANY TRADE SECRET.**

SECTION 10. Marketing Fund

Recognizing the value of standardized marketing, research, and development to the furtherance of the goodwill and public image of the System, the parties agree as follows:

10.1 CITY WIDE may establish, maintain, and administer any marketing and national business development fund for national, regional, and/or local marketing and national business development, public relations and marketing programs, marketing support materials, market research relating to the System, and, printed materials, and any similar materials derived from any such market research (“**Marketing**”), and will direct all such Marketing and national business development at its sole and absolute right over the concepts, materials, staffing, and media used. The Fund will consist of all amounts paid by Franchisee pursuant to Section 3.6.2(a) of this Agreement . CITY WIDE is under no obligation, however, to expend amounts in the Fund at any specific time and may accrue amounts in the Fund from time to time. Franchisee understands and acknowledges that the Fund is intended to maximize general public recognition and acceptance of the Marks and develop national business relationships for the benefit of the System as a whole and that CITY WIDE and its designee undertake no obligation in administering the Fund to insure that any particular franchisee benefits directly or pro rata from the Marketing; provided. However, in determining the distribution of the benefits of the Fund, CITY WIDE will use its best efforts to balance its interest in promoting the System with each Franchised Business’s proportionate contribution to the Fund. CITY WIDE, in its sole and absolute right, agrees to exclude salaries and compensation for all “C” and “VP” titled employees serving on Franchisor’s management team (typically leadership positions reporting directly to CITY WIDE’s CEO or President). Franchisee agrees that the Fund may otherwise be used to meet any and all costs incident to such Marketing and national business development; provided, however, that no part of the Fund will be used by CITY WIDE to defray any of its general operating expenses other than (i) those reasonably allocable to such Marketing or national business development, or (ii) other activities reasonably related to the administration or direction of the Fund and its related programs.

10.2 The Fund will be maintained by CITY WIDE in a separate bank account which will be designated as a “Trust Account,” and which will not be commingled with any funds of CITY WIDE. Any interest that may accrue or be earned on the Fund will be added to and become a part of the Fund. An annual accounting of the Fund will be prepared at the Fund’s expense and made available to Franchisee upon request.

10.3 CITY WIDE shall review and approve or disapprove all promotional and advertising materials prior to Franchisee’s use and within seven (7) days of CITY WIDE’s receipt of such materials. If CITY WIDE does not respond to Franchisee’s request within that time, Franchisee’s proposed materials will be deemed disapproved. From time to time CITY WIDE may provide Franchisee with local advertising and marketing materials, including without limitation, merchandising materials, sales aids, special

promotions, and similar marketing materials, at a price equal to their cost, including allocable overhead, to CITY WIDE plus ten percent (10%).

10.4 Through funding from the National Marketing Fund to be paid pursuant to Section 3.7.2(a) above, CITY WIDE establishes on Franchisee's behalf a directory listing on relevant outlets (e.g., Yelp, Bing Yellow Pages, Better Business Bureau) within the Designated Territory to promote and increase the demand for the products and services of the Franchised Business and of other franchisees under the System, and agree to conduct Franchisee's local advertising in conformity with the requirements set forth from time to time in the Operating Manual. Franchisee agrees to notify CITY WIDE if Franchisee's physical address changes so these listings can be updated. Franchisee is responsible for the cost to amend to already established listings.

10.5 CITY WIDE may designate a local or regional advertising coverage area in which Franchisee's Franchised Business and at least one (1) other CITY WIDE Franchised Business is located for purposes of developing a cooperative local or regional advertising or promotional program. Franchisee will contribute Franchisee's share to such cooperative advertising and promotional program agreed upon by fifty percent (50%) or more of the CITY WIDE Franchised Businesses within the designated dominant market area ("DMA") as defined by Nielsen Media Research, a company of the Dun & Bradstreet Corporation, or comparable industry designation. The cost of the program will be allocated among each CITY WIDE Franchised Business in such area and each franchisee's share will be in proportion to its Gross Sales during the preceding twelve (12) month period, or portion of that period. Such payments will be in addition to and exclusive of any other sums Franchisee is required to spend on advertising.

10.6 Franchisee shall not advertise or use in advertising or any other form of promotion, the Marks or commercial symbols of CITY WIDE without the appropriate ® registration mark or the designations TM or SM where applicable. Franchisee will conform all advertising or promotional uses of the Marks to the guidelines set forth in **Attachment C** to this Agreement, and as that **Attachment C** is from time to time modified in the Operating Manual.

10.7 Franchisee must obtain CITY WIDE's prior written consent before Franchisee establishes a presence on, or markets, Franchisee's Franchised Business using the Internet or develops and utilizes Franchisee's own website. CITY WIDE retains the sole and absolute right to market on the Internet, including the use of social media websites (including but not limited to Facebook, LinkedIn, X, and YouTube), communication devices (including but not limited to mobile phones), domain names, uniform resource locators, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for CITY WIDE's Internet marketing and Franchisee must follow CITY WIDE's Internet usage rules, policies and requirements. CITY WIDE retains the sole and absolute right to use the Marks on the Internet, including on websites, as domain names, directory addresses, search terms and meta-tags, and in connection with linking, marketing, co-branding and other arrangements. Franchisee shall use and participate in any Intranet system or other related technology hosting system that CITY WIDE establishes.

SECTION 11. Statements and Records Maintained by Franchisee

11.1 CITY WIDE's Ownership of Business Records. Franchisee acknowledges and agrees that CITY WIDE is the exclusive owner of all business records, accounts, books, data, licenses, reports, and contracts ("**Business Records**") with respect to customers and other service professionals of, and related to, the Franchised Business including, without limitation, all databases (whether in print, electronic or other form), including all names, addresses, phone numbers, e-mail addresses, customer purchase records, and all other records contained in the database, and all other Business Records created and maintained by Franchisee. Franchisee further acknowledges and agrees that, always during and after the termination,

expiration or cancellation of this Agreement, CITY WIDE may access such Business Records, and may utilize, transfer, or analyze such Business Records as CITY WIDE determines to be in the best interest of the System, at CITY WIDE's sole and absolute right.

11.2 Maintenance of Business Records. Franchisee shall maintain for not less than six (6) years original, full, and complete Business Records which will accurately reflect all particulars relating to Franchisee's Franchised Business and such other statistical and other information as CITY WIDE may reasonably require.

11.3 Unaudited Financial Statements. Franchisee will deliver to CITY WIDE the following unaudited statements of Franchisee prepared in accordance with generally accepted financial principles:

11.3.1 Monthly profit and loss statements and balance sheets by the fifteenth (15th) day of the following month.

11.3.2 Quarterly profit and loss statements and balance sheets within thirty (30) days after each quarter ends; and

11.3.3 Annual statement of income and retained earnings, statement of changes in financial position, profit and loss statement, and balance sheet, all within 90 days after the end of each fiscal year.

Each statement must be itemized by revenue producing activity as specified from time to time by CITY WIDE, the Gross Sales for the preceding month, and such other information as CITY WIDE may require. The chief executive officer and chief financial officer of Franchisee must certify each financial statement as being true and correct in all material respects.

11.4 Certified Financial Statement. In addition, Franchisee, as well as any guarantor(s) of this Agreement, shall, within thirty (30) days after request from CITY WIDE, deliver to CITY WIDE a financial statement, certified as correct and current, in a form which is satisfactory to CITY WIDE, and which fairly represents the total assets and liabilities of Franchisee and any such guarantor(s).

11.5 Activity Report. By the tenth (10th) day of each month during the term of this Agreement, Franchisee shall provide CITY WIDE with an end of the month (EOM) activity report for the preceding month in a form approved by CITY WIDE, and as further set forth in the Operating Manual.

11.6 Local Advertising Report. Upon request, Franchisee shall deliver quarterly to CITY WIDE, no later than fifteen (15) days after the end of each of Franchisee's fiscal quarters, a report of the local advertising funds Franchisee spent, along with such supporting materials as may be required by CITY WIDE, on a form approved by CITY WIDE, for the preceding quarter's local advertising.

11.7 Inspection Rights of Business Records; Audit; Underpayment and Overpayment. CITY WIDE or its Representative (as defined in Section 16) will have the right at all reasonable times to examine and copy, at its expense, the Business Records. CITY WIDE may, at its sole and absolute right, require Franchisee to allow CITY WIDE daily access to the Business Records at reasonable times via electronic means. CITY WIDE will also have the right, at any time, to have an independent audit made of such Business Records or require Franchisee to submit annual audited or reviewed financial statements. If an audit or inspection should reveal that any payments to CITY WIDE have been understated in any report to CITY WIDE, then Franchisee will immediately pay CITY WIDE, upon demand, the understated amount plus interest at the maximum rate permitted by law, from the date such amount was due until paid. If an audit or inspection discloses an understatement of any such payment of two percent (2%) or more, then in

addition, Franchisee will also reimburse CITY WIDE for all costs and expenses connected with the audit or inspection (including, without limitation, reasonable accounting and attorneys' fees). The foregoing remedies will be in addition to any other remedies CITY WIDE may have. Any overpayment of any amounts by Franchisee to CITY WIDE discovered by such inspection will be credited by CITY WIDE against future amounts payable by Franchisee to CITY WIDE under this Agreement.

11.8 Inspection Rights regarding Franchisee Records. CITY WIDE or its Representative will have the right at all reasonable times to examine and copy, at its expense, the books, records, and tax returns of Franchisee's subcontractors. CITY WIDE may, at its sole and absolute right, require Franchisee to arrange for CITY WIDE to have access to the books and records of subcontractors in relation to all work performed for Franchisee as a CITY WIDE Franchisee, at reasonable times, not to exceed two (2) times during any calendar year.

11.9 Late Payments or Failure to Pay, Default. Franchisee acknowledges that nothing contained in this Agreement constitutes agreement by CITY WIDE to accept any payments after they are due or to extend credit to or otherwise finance Franchisee's operation of the Franchised Business. Further, Franchisee acknowledge that Franchisee's failure to pay all amounts when due will constitute a material default and grounds for termination of this Agreement.

11.10 Software. Franchisee will use exclusively and pay all sub-licensing fees to CITY WIDE for the software ("**Software**") in Franchisee's Franchised Business during the term of this Agreement, as set forth in the Operating Manual or otherwise in writing.

11.11 Internet Access and E-Mail Address. Franchisee will need to subscribe to a high speed Internet Access provider in accordance with CITY WIDE's standards and specifications as set forth in the Operating Manual. Franchisee must also use an e-mail address (to be provided for Franchisee by CITY WIDE) for Franchisee's Franchised Business. Any emails and data associated with any CITY WIDE email address are considered Business Records.

11.12 Cost of Upgrades. Franchisee will be responsible for the costs of all enterprise upgrades and replacements of all equipment required to operate the Software.

SECTION 12. Covenants of Franchisee

12.1 Franchisee is required to execute the Non-Compete Agreement attached to this Agreement as **Attachment F**.

12.2 Franchisee agrees to provide to CITY WIDE in the form attached to this Agreement as **Attachment A-1**, an unconditional guaranty of payment and performance of each and every undertaking, fee, agreement, duty, and covenant of Franchisee set forth in this Agreement, which guaranty must be executed by the principals, owners, directors, or stockholders of Franchisee, as the case may be, or by such other persons or entities as CITY WIDE may require. Additionally, spouses or domestic partners of principals, owners or stockholders will be required to provide a conditional guaranty of payment in the form attached to this Agreement as **Attachment A-2**.

12.3 Franchisee covenants that Franchisee has applied for, secured, and agrees to always maintain during the Term of this Agreement a general contractor's license, if required by state or local law, and any other permits, licenses, and/or approvals which may be required to operate Franchisee's Franchised Business within the Designated Territory.

12.4 Each of the foregoing covenants and the covenants of the Non-Compete Agreement will be construed as independent of any other covenant or provision of this Agreement. Franchisee and all guarantors expressly agree that the existence of any claim they may have against CITY WIDE, whether arising from this Agreement, will not constitute a defense to the enforcement by CITY WIDE of the covenants in this Section.

12.5 CITY WIDE has the right to require Franchisee to execute similar covenants, in a form satisfactory to CITY WIDE, with all of Franchisee's personnel who perform managerial or supervisory functions and all personnel who receive training from CITY WIDE.

SECTION 13. Transfer and Assignment of Agreement

13.1 Transfer by CITY WIDE. This Agreement and all rights and duties hereunder may be freely assigned or transferred by CITY WIDE and will be binding upon and inure to the benefit of CITY WIDE'S successors and assigns.

13.2 Transfer by Franchisee. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that CITY WIDE has granted the Franchise in reliance on Franchisee's business skill and financial capacity. It is important to CITY WIDE that Franchisee at all times be known to CITY WIDE and meet CITY WIDE's standards and requirements. Accordingly, except pursuant to the specific terms set forth in this Agreement, neither Franchisee, nor any corporation or other entity, domestic or foreign, which has the voting power and control to elect directly or indirectly through another corporation or entity or series of other corporations or entities a majority of the board of directors of Franchisee ("**Affiliated Company**"), nor any person possessing an interest or holding shares of stock of any kind or nature in Franchisee or any Affiliated Company ("**Owner**") will be permitted, without the prior written consent of CITY WIDE, to give away, sell, assign, pledge, lease, sublease, devise, or otherwise transfer, either directly or by operation of law or in any other manner, all or any portion of this Agreement; any of Franchisee's rights or obligations under this Agreement, the Franchised Business; or any shares of stock, partnership interest, or interest of any kind or nature in Franchisee or any Affiliated Company (any such transaction being referred to hereinafter as a "**Transfer**"). In order to secure compliance by Franchisee with the transfer restrictions contained in this Section, all share or stock certificates of any corporate Franchisee and any Affiliated Company will at all times contain a legend sufficient under applicable law to constitute notice of the restrictions on such stock contained in this Agreement and to allow such restrictions to be enforceable. Such legend will appear in substantially the following form:

"The sale, transfer, pledge, or hypothecation of this stock is restricted pursuant to an option, the terms of which are contained in a Franchise Agreement dated _____ between CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC, and _____."

Any purported assignment or transfer, by operation of law or otherwise, not having the prior written consent of CITY WIDE will be null and void and will constitute a material breach of this Agreement entitling CITY WIDE, at its sole and absolute right, to immediately terminate this Agreement; provided however, that CITY WIDE will not unreasonably withhold its approval of a Transfer to a proposed transferee who is of good moral character and whose business experience and aptitude, financial resources, and other qualifications meet CITY WIDE's standards, so long as Franchisee is in full compliance with this Agreement at the time of the proposed Transfer.

13.3 Transfer by Franchisee Resulting in No Loss of Control. Notwithstanding Section 13.2, if Franchisee or any Affiliated Company is a corporation, the terms and conditions of this Section 13 will not be deemed to apply to any Transfer of the voting stock of, or other ownership interest in, Franchisee or such Affiliated Company, which would not, alone or together with other related or unrelated, previous, simultaneous or proposed Transfers, result in a loss of Control (as defined below) of Franchisee or an Affiliated Company by the persons and/or entities listed on the Acknowledgment Regarding Ownership attached to this Agreement as **Attachment G**. For the purposes of this Section 13.3 and Section 13.6 of this Agreement, “**Control**” means:

13.3.1 If Franchisee, an Affiliated Company, or an Owner owns (1) possession or control, whether by ownership of voting securities or otherwise, of fifty-one percent (51%) or more of the voting power in Franchisee or an Affiliated Company, or (2) the contractual power to designate a majority of the directors of Franchisee or an Affiliated Company.

13.3.2 Franchisee’s eligibility for the Royalty Rebate Program will not be impacted by a Transfer permitted under Section 13.3. The Gross Sales generated during the calendar year in which a Transfer under Section 13.3 occurs will be calculated as if the Transfer under Section 13.3 did not occur.

13.4 Conditions for Transfer by Franchisee. If Franchisee, an Affiliated Company or an Owner desire to make a Transfer to a person or entity other than as described in Section 13.3 or 13.6, such person or entity must comply with the following terms, conditions, and procedures to effectuate a valid Transfer:

13.4.1 Franchisee will first notify CITY WIDE in writing of the proposed Transfer with a complete description of all terms of the proposed Transfer, including the prospective transferee’s name, address, financial qualifications, and previous five (5) years’ business experience.

13.4.2 The proposed transferee will then apply for a Franchised Business under the System and must meet all of CITY WIDE’s then current standards and requirements for becoming a franchisee.

13.4.3 CITY WIDE may, within sixty (60) days after receipt of such notice or application, whichever is later, exercise the right to purchase the interest being offered by Franchisee, an Affiliated Company, or any Owner (“**Option**”) by matching the monetary purchase price and payment schedule terms (without having to match any other non-monetary terms) of the proposed Transfer. In the event all or any part of the consideration offered to Franchisee, the Affiliated Company or Owner for such interest will consist of common or preferred stock or debt securities of any tendering entity, and in the event CITY WIDE is either a “public company” or a “public reporting company” as those terms are defined under the federal securities laws, CITY WIDE will be deemed to have matched any such offer by offering its common or preferred stock or debt securities with a market value equivalent to the market value of the securities of the entity making such offer to Franchisee, the Affiliated Company or Owner, or cash in an amount equal to the market value of the securities of the proposed transferee making such offer to Franchisee, the Affiliated Company or Owner. In the event CITY WIDE is privately owned, CITY WIDE may substitute cash for any form of payment proposed in such offer. In the event all or any portion of the consideration offered Franchisee, the Affiliated Company or Owner consists of unique assets, CITY WIDE will be deemed to have matched such offer by offering cash in an amount equivalent to the market value of the unique assets tendered by the entity making such offer to Franchisee, the Affiliated Company or Owner. Further, CITY WIDE’s creditworthiness will be deemed equal to the credit rating of any proposed transferee.

13.4.4 If CITY WIDE fails to exercise the Option to purchase the interest, CITY WIDE will, within thirty (30) days after the Option has expired, notify Franchisee in writing of its approval or disapproval of the prospective transferee.

13.4.5 If CITY WIDE approves the proposed transferee, Franchisee, the Affiliated Company, or the Owner may transfer the interest to the proposed transferee pursuant to a form of transfer or assignment approved in advance by CITY WIDE at a price and under terms and conditions which are not more favorable than the terms offered to CITY WIDE, but only after the proposed transferee has completed (to the satisfaction of CITY WIDE) the initial training then currently required of System franchisees and has paid CITY WIDE all fees associated with such training, as assessed by CITY WIDE at its sole and absolute right;

13.4.6 Prior to the consummation of any such Transfer, Franchisee will pay all amounts due to CITY WIDE and cure all other breaches of this Agreement and any other agreement with CITY WIDE, and Franchisee will execute and deliver to CITY WIDE a general and absolute release in a form satisfactory to CITY WIDE, of any and all claims against CITY WIDE or its affiliates, officers, directors, employees, agents, and representatives;

13.4.7 Franchisee will comply with all other applicable transfer requirements as designated in the Operating Manual or otherwise by CITY WIDE in writing.

13.4.8 Franchisee will be required to pay to CITY WIDE the Transfer Fee as set forth below in Section 13.5.

13.4.9 CITY WIDE may require any transferee of any shares of stock or interest of any kind or nature in Franchisee, any Affiliated Company, or the Owner and his/her spouse or domestic partner to guarantee the obligations of Franchisee under this Agreement or under any new Franchise Agreement entered pursuant to Section 13.4.10 below.

13.4.10 Prior to the consummation of any Transfer under this Section 13.4, Franchisee and the prospective transferee will jointly request that CITY WIDE inspect of the Location and of Franchisee's books and records. As a result of such inspection, CITY WIDE may prepare a list setting forth the necessary repairs, maintenance, or other upgrades of the Location which will be required before CITY WIDE approves the Transfer, and CITY WIDE may also require that Franchisee pay any additional fees due CITY WIDE which may be discovered as a result of the inspection.

13.4.11 The transferee will execute the then-current form of franchise agreement, pay all required fees (including Initial Fees) and will provide such additional guaranties of its obligations under such franchise agreement as CITY WIDE may require.

13.4.12 A Transfer where there is (a) a change in Control of Franchisee or the Franchised Business or where there is a sale of Franchisee or all or a majority of the assets of Franchised Business, and (b) the Franchised Business is eligible for a Royalty Rebate, based upon the criteria set forth in the Royalty Rebate Program, Franchisee and the transferee shall split the Royalty Rebate on a pro rata basis based upon the number of months each owned the Franchise Business. For purposes of calculating the Gross Sales, the aggregate of the Gross Sales of Franchisee before the Transfer will be added to the Gross Sales generated by the transferee after the Transfer. If eligible, the Royalty Rebate will be paid as stated herein and in the Operating Manual.

13.5 Transfer Fee. In the event CITY WIDE approves a Transfer, Franchisee shall pay to CITY WIDE a transfer fee ("**Transfer Fee**") which is equal to Twenty Five Thousand Dollars (\$25,000) and any

applicable third-party broker fee. Such Transfer Fee will be in addition to any Initial Franchise Fee due and owing under the then-current form of franchise agreement.

13.6 Transfer by Franchisee to or among Owners. If the proposed Transfer is to or among Owners or to or among the spouse or domestic partner or children of an Owner and will not result in a loss of Control as set forth in Section 13.3 above, then the terms and conditions of Sections 13.4 and 13.5 will not apply to such Transfer.

13.7 Death or Disability. Notwithstanding any other provision in this Section 13, if a surviving spouse, heir, or estate of any deceased or permanently incapacitated or incompetent person who was Franchisee or who owned stock or other interest in Franchisee or an Affiliated Company (“**Survivor**”), desires to acquire or retain the interest of that person and, if applicable, to continue to operate the Franchised Business pursuant to the System, upon approval by CITY WIDE after a face-to-face interview to determine Survivor’s suitability to acquire or retain such interest or to operate the business, Survivor may do so under the terms of this Agreement subject only to the execution and delivery to CITY WIDE of a written agreement that such parties will be bound by the terms of this Agreement, and of any guaranty of this Agreement that may be required by CITY WIDE, and the satisfactory completion by persons designated by CITY WIDE of the initial training provided by CITY WIDE pursuant to this Agreement. Survivor will have up to sixty (60) days to elect to acquire or retain such interest (subject to CITY WIDE’s approval). If Survivor does not desire to acquire or retain such interest, then Survivor will thereafter have six (6) months to make a Transfer to a transferee acceptable to CITY WIDE, subject to compliance with the procedures set forth in Section 13.4 above; provided, however, that the Survivor will, throughout such period, fulfill all duties of Franchisee under this Agreement. The six (6)-month period will be extended by up to sixty (60) days to account for CITY WIDE’s right of first refusal under Section 13.4.3. Failure to so dispose of the interest within such time will constitute a material breach of this Agreement.

13.8 No Waiver. CITY WIDE’s consent to a Transfer hereunder will not constitute a waiver of any claims CITY WIDE may have against Franchisee, any Affiliated Company, any Owner, or the transferring party or CITY WIDE’s right to demand exact compliance with any provision of this Agreement.

13.9 Temporary Operation by CITY WIDE. In order to prevent any interruption of the operation of the Franchised Business which would cause harm to that business and thereby depreciate the value of the Franchised Business, in the event that Franchisee is dead or absent or incapacitated as defined in this Agreement and is not, therefore, in the sole judgment of CITY WIDE, able to operate the Franchised Business, then CITY WIDE is authorized to operate the Franchised Business for so long as CITY WIDE deems necessary and practical, and without waiver of any other rights or remedies CITY WIDE may have under this Agreement; provided, however, that CITY WIDE will not be obligated to operate the Franchised Business. All monies from the operation of the Franchised Business during such period of operation by CITY WIDE will be kept in a separate account and the expenses of the Franchised Business, including reasonable compensation and expenses for CITY WIDE’s representative, will be charged to that separate account. If CITY WIDE temporarily operates the Franchised Business for Franchisee, Franchisee will indemnify and hold harmless CITY WIDE and any representative of CITY WIDE who may act hereunder, from all claims arising from the acts and omissions of CITY WIDE and its representative.

13.10 Capital Raise.

13.10.1 In the event Franchisee attempts to raise or secure funds by the sale of securities (including, without limitation, common or preferred capital stock, bonds, debentures, or partnership interests), whether in a private placement or through a public offering, Franchisee, recognizing that the offering literature used with respect thereto may reflect upon CITY WIDE, agrees to (a) give CITY WIDE

prior notice of such sale; (b) submit all such literature or prospectuses to CITY WIDE prior to the filing, distribution, dissemination or use of such literature or prospectuses; and (c) obtain the written approval of CITY WIDE of any information included in such literature or prospectuses to the extent such information describes CITY WIDE or the System in any manner prior to the filing, distribution, dissemination or use of such literature or prospectuses.

13.10.2 Each prospectus, circular, or other literature utilized in any such offering will, at CITY WIDE's sole and absolute right, contain the following language in bold face type on the first page of its text:

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC has not been asked to pass and has not passed upon the accuracy or adequacy of the statements made herein nor is it nor will it be responsible for the inaccuracy or inadequacy of the same. CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC will not share in any of the proceeds of this offering and makes no recommendation respecting the advisability of purchasing the investment contemplated by this offering.

13.10.3 Franchisee agree to indemnify and hold CITY WIDE, its officers, directors, employees, and agents harmless from any and all claims, demands, or liabilities arising from the offer or sale of such securities, whether asserted by a purchaser of any such securities or by a government agency. CITY WIDE will have the right to defend any such claims at Franchisee's expense.

13.11 CITY WIDE's Resale Assistance. If Franchisee requests CITY WIDE's assistance in locating a prospective buyer for the Franchised Business, CITY WIDE may, at CITY WIDE's sole option, provide assistance in accordance with the policies and procedures set forth in the Operating Manual. If CITY WIDE elects to assist Franchisee in finding a buyer for the Franchised Business in any way, CITY WIDE makes no promises or commitments to Franchisee that a buyer will be located or that anyone will be willing to purchase the Franchised Business at a price that is acceptable to Franchisee. CITY WIDE reserves the right to reject any proposed sale based on CITY WIDE's determination, at CITY WIDE's sole and absolute right, that the purchase price or purchase terms agreed to between Franchisee and any prospective buyer is excessive or will not enable the buyer to succeed as a franchisee in the Franchised Business, and by requesting CITY WIDE's assistance Franchisee waives any liability claims it may have against CITY WIDE for such rejection. If a sale of the Franchised Business is completed, Franchisee will adhere to the transfer conditions set forth in Section 13.4 above, including payment of the Transfer Fee and any thirty-party broker fee.

SECTION 14. Default and Termination

14.1 Immediate Termination. Franchisee will be deemed to be in default subject to immediate termination under this Agreement, without prior notice of the default from CITY WIDE and without an opportunity to cure the default, if any of the following events occur:

14.1.1 If Franchisee becomes insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against Franchisee and is not released within sixty (60) days or is consented to by Franchisee, or if Franchisee are adjudicated a bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver or other custodian for Franchisee or the Franchised Business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of the Franchised Business or a substantial part of the assets is appointed by any court of competent jurisdiction, or if a proceeding for a compromise with creditors under any state or federal law is instituted by or against Franchisee; or

14.1.2 If a final judgment against Franchisee remains unsatisfied or of record for ninety (90) days or longer (unless a supersedeas bond is filed), or if execution is levied against the Franchised Business or property, or suit to foreclose any lien or mortgage against Franchisee's Location or equipment is instituted against Franchisee and not dismissed within ninety (90) days; or

14.1.3 If any of Franchisee's real or personal property will be sold after levy upon it by any sheriff, marshal, or constable; or

14.1.4 If Franchisee or any officer, director, stockholder, or general partner of Franchisee is convicted of or admits to the commission of any felony or crime involving moral turpitude or any other crime that CITY WIDE reasonably determines could have an adverse effect on the Franchised Business, the System, or the Marks; or

14.1.5 If Franchisee knowingly maintains false books or records or make or have made any materially false statement or report to CITY WIDE in connection with this Agreement or Franchisee's application for this Franchise; or

14.1.6 If CITY WIDE, at its sole and absolute right, determines that Franchisee or any person Franchisee designates for mandatory training pursuant to Section 4.1 of this Agreement has not satisfactorily completed the training or been approved by CITY WIDE after a face-to-face interview and evaluation; or

14.1.7 If Franchisee commits two or more acts of default under this Agreement within any twelve (12) month period, regardless of whether such defaults are cured or waived; provided, however, that a default under Section 6.5 ("Annual Revenue Per Capita Growth") will not be counted for purposes of applying this subsection; or

14.1.8 If Franchisee fails to operate and equip the Franchised Business as provided in Sections 6 and 7 of this Agreement; or

14.1.9 Any purported Transfer (as defined in Section 13) that does not comply with Section 13.

14.1.10 If Franchisee is a party to any other franchise agreement with CITY WIDE which agreement CITY WIDE has terminated in accordance with the terms and conditions of such other franchise agreement (unless such termination is based solely on Franchisee's failure to meet the Annual Revenue Per Capita Growth requirements or similar growth requirements); or

14.1.11 If Franchisee fails to operate the Franchised Business during normal business hours for a period of seven (7) days or more without the prior written consent of CITY WIDE or any other circumstance which would lead a reasonable person to believe that Franchisee has permanently left the Franchised Business, and CITY WIDE will declare that Franchisee have abandoned the business for purposes of this Agreement.

14.2 Termination After Failure to Cure. Franchisee will be deemed to be in default under this Agreement and CITY WIDE may elect to terminate this Agreement and all rights granted under this Agreement if within thirty (30) days after CITY WIDE sends Franchisee written notification setting out the nature of the default ("**Notice to Cure**"), or within any such period set forth in this Agreement or permissible by law, Franchisee does not correct the default to CITY WIDE's satisfaction:

14.2.1 If Franchisee ceases to operate the Franchised Business in the Designated Territory, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; provided, however, that if any such loss of possession results from the governmental exercise of the power of eminent domain, or if, through no fault of Franchisee, the premises are damaged or destroyed by a disaster such that they cannot, in CITY WIDE's judgment, reasonably be restored, then, in either such event, no default will be deemed to have occurred if, within thirty (30) days after the damage or taking by eminent domain, Franchisee has applied to CITY WIDE for approval to relocate the Franchised Business for the remainder of the Term, which approval will not unreasonably be withheld, but which may be conditioned upon the payment of a service fee and a minimum royalty percentage to CITY WIDE during the period in which the Franchised Business is not in operation; or

14.2.2 If a threat or substantial danger to public health, safety, welfare or sanitation, or any notice of violation of any law, ordinance or regulation results from the construction, maintenance, or operation of the Franchised Business; or

14.2.3 If Franchisee fails, refuses, or neglects to pay any monies owing to CITY WIDE when due, or to submit the financial information or other reports required under this Agreement, and if such default is not cured within thirty (30) days after the giving of Notice of such default; or

14.2.4 If Franchisee fails to comply with any of the provisions of the Operating Manual or this Agreement, or to maintain any of the standards or procedures prescribed in this Agreement, the Operating Manual, or otherwise by CITY WIDE in writing, especially including, without limitation, failure to meet customer service and satisfaction standards; or

14.2.5 If by act or omission, Franchisee permits a violation in connection with the operation of the Franchised Business, of any law, ordinance, rule, or regulation of a governmental body or agency, unless Franchisee in good faith disputes the legal application of such law, ordinance, rule, or regulation and promptly resort to an appropriate administrative or judicial forum for relief; or

14.2.6 If Franchisee misuses or makes any unauthorized use of the Marks or Software, operates the Franchised Business in a manner contrary to or inconsistent with the Marks, or otherwise materially impairs the goodwill associated with the Marks or CITY WIDE's rights in the Marks or Software; or

14.2.7 If Franchisee engages in any business or markets any service or product under a name or mark which, in CITY WIDE's opinion, competes with or is confusingly similar to the System or the Marks; or

14.2.8 If Franchisee or any guarantor(s) of this Agreement defaults under this Agreement or fails to perform any covenant or term contained in any other agreement with CITY WIDE and if such default is not cured in accordance with the terms of such other agreement, without any further Notice being required under this Agreement; or

14.2.9 If Franchisee is convicted of or admits to or is determined in any civil litigation to have infringed on the copyright or trademark, trade name, or service mark of any third party or to have appropriated the trade secrets or confidential information of any third party; or

14.2.10 If Franchisee fails to pay Franchisee's debts and obligations as they mature in accordance with normal industry business practices; or

14.2.11 If Franchisee makes an unauthorized assignment of the Franchised Business, its assets or ownership of Franchisee; or

14.2.12 If Franchisee fails to comply with the Annual Revenue Per Capita Growth requirement as set forth in Section 6.5 of this Agreement; or

14.2.13 If Franchisee fails to comply with the Revenue and Profit Maximization requirements set forth in Section 7.15 of this Agreement; or

14.2.14 If Franchisee fails to comply with the Minimum Total Revenue Retention Requirement as set forth in Section 7.19; or

14.2.15 If Franchisee breaches any other covenant, agreement, obligation, term, warranty, condition contained in this Agreement.

14.3 Breach of Related Agreement. If Franchisee defaults under any term of any agreement material to the Franchised Business or any other Franchise Agreement, or other contract or agreement between CITY WIDE or its affiliates, on the one hand, and Franchisee or a Franchisee Affiliated Company, on the other hand, and such default is not cured within the time specified in such agreement, contract or other franchise agreement, such default shall be deemed a default under this Agreement.

14.4 Immediate Termination of Rights; Surviving Provisions. Upon the occurrence of any event of default enumerated in Sections 14.1 or 14.2 of this Agreement, or upon termination pursuant to Section 14.5 of this Agreement, and upon Franchisee's failure to cure such default within the applicable period for cure, if any, then subject to the expiration of any minimum time period provided for by applicable law, this Agreement and all Franchisee's rights under it will immediately terminate without further notice or action by CITY WIDE; provided; however, that the rights, duties, covenants, and obligations of the parties to this Agreement will survive the end of the Term of this Agreement only insofar as they set out obligations or duties owed by Franchisee to CITY WIDE ("**Surviving Provisions**"). Such Surviving Provisions include, but are not limited to, those relating to the use and protection of the Marks (Section 5), the confidentiality and use of the Confidential Information (Section 9), the maintenance of statements and records and inspection and auditing of records (Section 11), covenants relating to non-competition and other Franchisee covenants (Section 12), the post-termination obligations of Franchisee (Section 15), indemnification and independent contractor status (Section 19), the availability of equitable relief and payment of costs and expenses (Section 23), governing law and dispute resolution (Sections 27 & 29), severability and construction (Section 28), and acknowledgments (Section 30).

All obligations of the parties which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect notwithstanding its expiration or termination until they are satisfied or by their nature expire.

14.5 Rights of a Secured Party. Upon the occurrence of any event of default enumerated in Section 14.1 or 14.2 above, in addition to any other rights and remedies to which it may be entitled, CITY WIDE will have all rights and remedies of a secured party under the UCC as enacted in the State of Kansas, including but not limited to, the right to enter any premises of Franchisee to remove and repossess any products and goods in which CITY WIDE has been granted a security interest, without notice to Franchisee. Franchisee waives and releases CITY WIDE from all claims in connection with or arising from such entering and removal. At CITY WIDE's request following an event of default, Franchisee will assemble and make available to CITY WIDE all products and goods in which CITY WIDE has been granted a security interest, at a place to be designated by CITY WIDE which is convenient to both parties.

14.6 **No Waiver.** All acts of CITY WIDE undertaken in the course of efforts to resolve a termination dispute, or a dispute for which termination is a possible remedy, will be deemed to have been undertaken without prejudice to the rights asserted by CITY WIDE and will not constitute a waiver or relinquishment of those rights. In the event Franchisee continues to engage in the Franchised Business while the dispute is pending, that fact, and/or the receipt of monthly payments and the furnishing by CITY WIDE of information and services essential to such operation, will not constitute a waiver or relinquishment of CITY WIDE's rights. CITY WIDE may, at its option and without waiving its right to terminate, seek any form of relief or remedy available to it under common law or statute for any breach of this Agreement, including, but not limited to, the right to damages, injunctive relief, and declaratory orders for specific performance.

14.7 **Applicable Law.** To the extent that the provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation, non-renewal or the like other than in accordance with applicable law, to the extent such provisions are not in accordance with applicable law, they will not be effective, and CITY WIDE will comply with applicable law in connection with each of these matters.

14.8 **Right to Enter and Operate.** In addition to CITY WIDE's right to terminate this Agreement, and not in lieu of such right or any other rights against Franchisee, if Franchisee has not cured a default under this Agreement within the time allotted by CITY WIDE after receipt of the Notice to Cure from CITY WIDE, CITY WIDE may, at its option, enter the premises of the Franchised Business and exercise complete authority with respect to its operation until such time as CITY WIDE determines that Franchisee's default has been cured and that there is compliance with the requirements of this Agreement. Franchisee specifically agrees that a Representative (as defined in Section 16) of CITY WIDE may take over, control, and operate the business, and that Franchisee will pay CITY WIDE a service fee of not less than Five Hundred Dollars (\$500) per day plus all travel expenses, room and board and other expenses reasonably incurred by such Representative so long as it will be required by the Representative to enforce compliance. Franchisee further agrees that if, as herein provided, CITY WIDE temporarily operates for Franchisee the business franchised herein, Franchisee will indemnify and hold harmless CITY WIDE and any Representative of CITY WIDE who may act hereunder, respecting any and all acts and omissions which CITY WIDE may perform, or fail to perform as regards the interests of Franchisee or third parties.

14.9 If this Agreement is terminated by the Franchisor due to an uncured breach by Franchisee, Franchisee will forfeit all rights Franchisee may have otherwise had in and to any Royalty Rebate if the Agreement were not terminated.

SECTION 15. Post-Termination Obligations of Franchisee.

15.1 Termination of this Agreement will not relieve Franchisee of any right, duty, covenant, or obligation relating to the use of the Marks, the Software, the confidentiality and use of the Confidential Information, the maintenance of statements and records and inspection and auditing of records, covenants relating to non-competition, and other Franchisee covenants, Franchisee's post-term obligations, indemnification, and independent contractor status, the availability of equitable relief and payment of costs and expenses, governing law and dispute resolution, severability and construction, and acknowledgments under the Franchise Agreement or any other Agreement.

15.2 Upon termination of this Agreement for any reason, Franchisee shall immediately and permanently cease holding itself out as a City Wide franchisee and shall promptly take all actions necessary to completely de-identify itself from CITY WIDE. Without limitation, Franchisee will immediately do each of the following:

15.2.1 Cease to be a franchisee of CITY WIDE and cease to operate the former Franchised Business or any other business using any part of the System or Marks. After that Franchisee will not, directly or indirectly, represent to the public that the former Franchised Business is or was operated in any way connected with the System or hold itself out as a franchisee of CITY WIDE. This includes full digital and online de-identification, including but not limited to, the removal of Marks and any reference to CITY WIDE from all websites, domain names, email addresses, social media accounts, online directories, digital advertising, and any other internet-based platforms controlled by or accessible to Franchisee.

15.2.2 Pay all sums owing to CITY WIDE. Upon termination of this Agreement for any default by Franchisee, such sums will include lost Royalties Fees, Marketing Fees and other fees for the remainder of the Term, and other damages, costs, and expenses incurred by CITY WIDE as a result of the default.

15.2.3 Cease to use and destroy all tangible copies of the Operating Manual, the Software, and all other Confidential Information together with all equipment and other property owned by CITY WIDE. Franchisee will retain no copy or record of any of the foregoing.

15.2.4 Cancel or transfer all telephone numbers, listings, and directory advertisements associated with the Franchised Business that references the Marks or CITY WIDE affiliation, and take any actions reasonably required by CITY WIDE to prevent future association with CITY WIDE.

15.2.5 Provide CITY WIDE, within seven calendar days, a complete and accurate list of Franchisee's employees, sub-contractors and suppliers, their respective addresses, and any outstanding amounts Franchisee may owe to any third party.

15.2.6 Provide CITY WIDE with a complete and accurate list of all customers for the past three years, subcontractors, contacts names, and the like, including all address and telephone information for each name listed. Additionally, Franchisee shall provide upon CITY WIDE's request, copies of all of Franchisee's files, correspondence, billing records, bid sheets, and all other records of the Franchised Business including, but not limited to, all client agreements, all investment recaps, and all Schedule A details of service. This list must be provided within seven (7) days of the termination.

15.2.7 Upon CITY WIDE's request, assign and resell to CITY WIDE at depreciated market value Franchisee's interest in any proprietary equipment and items bearing the Marks or other intellectual property belonging to CITY WIDE, or furnish CITY WIDE with evidence satisfactory to CITY WIDE of compliance with such obligation by selling such Proprietary items to a CITY WIDE approved buyer or by proper destruction and disposal of such items within thirty (30) days after termination or expiration hereunder.

15.2.8 Take such action as may be necessary to release or assign to CITY WIDE or its designee any assumed name or equivalent registration which contains the name "CITY WIDE" or any other Mark. Franchisee will furnish CITY WIDE with evidence satisfactory to CITY WIDE of compliance with such obligation within thirty (30) days after termination or expiration of this Agreement. This includes any DBA or assumed names for Franchised Business.

15.2.9 Pay to CITY WIDE all damages, costs, and expenses, including reasonable attorneys' fees, incurred by CITY WIDE after termination or expiration in connection with obtaining injunctive or other relief under this Agreement.

15.2.10 Present to CITY WIDE all signs and sign faces bearing the Marks and allow CITY WIDE access to the Designated Territory and any and all storage locations to obtain them.

15.2.11 Take such further action as may be required by the Operating Manual or reasonably requested by CITY WIDE.

SECTION 16. Franchisor's Representative.

CITY WIDE may from time to time name one or more representative(s) (“**Representative**”) to perform some or all the duties and to exercise some or all of the rights of CITY WIDE arising under this Agreement. Franchisee acknowledges and agrees that (1) any Representative will be deemed for all purposes to be an independent contractor of CITY WIDE and not CITY WIDE’s agent or employee; (2) no Representative will have the authority to cancel, rescind, terminate, amend, alter, or supplement this Agreement or any other agreement between Franchisee and CITY WIDE; and (3) CITY WIDE will not be liable for any act, omission, representation, or warranty of any Representative to the relative extent that such damages do not result from CITY WIDE’s negligence, wrongful acts or willful failure to act. The naming of any Representative by CITY WIDE will be made by written designation to Franchisee, which designation may limit or specify the Representative’s duties and responsibilities. CITY WIDE may, at its sole and absolute right, terminate the services of any Representative at any time without prior notice to Franchisee. If a named Representative who is providing Franchisee with services is terminated, however, CITY WIDE will advise Franchisee of the termination within a reasonable period after termination occurs and either will name a new Representative or will itself perform the services required under this Agreement until and unless a new Representative is named.

SECTION 17. Insurance

17.1 Franchisee will procure, at Franchisee’s sole expense and maintain in full force and effect during the Term of this Agreement, an insurance policy or policies protecting Franchisee and CITY WIDE, and their officers, directors, partners and employees against any loss, liability, personal injury, death, or property damage or expense whatsoever arising or occurring upon or in connection with the Franchised Business, as CITY WIDE may reasonably require for its own and Franchisee’s protection. Franchisee must name CITY WIDE as an additional insured in such policy or policies.

17.2 Such policy or policies will be written by an insurance company satisfactory to CITY WIDE in accordance with standards and specifications set forth in the Operating Manual or otherwise in writing, and will include, at a minimum (except as different coverages and policy limits may reasonably be specified for all franchisees from time to time by CITY WIDE in the Operating Manual or otherwise in writing) the following: comprehensive general liability insurance, hired/non-hired auto coverage, general liability umbrella policy, cyber insurance, employee dishonesty/crime policy, errors and omissions insurance, employment practices liability insurance, workers’ compensation insurance (as determined by state of Franchised Business location), and business interruption insurance. The insurance afforded by the policy or policies respecting liability will not be limited in any way by reason of any insurance which may be maintained by CITY WIDE. Within six (6) months after the signing of this Agreement, but in no event later than the date on which Franchisee acquires an interest in the real property on which Franchisee will develop and operate the Franchised Business, Franchisee must furnish CITY WIDE for approval a certificate of insurance showing compliance with the foregoing requirements. Such certificate will state that such policy or policies will not be canceled or altered without at least thirty (30) days prior written notice to CITY WIDE and will reflect proof of payment of premiums. Franchisee will also submit copies of such insurance policies. Maintenance of such insurance and the performance by Franchisee of the obligations under this Section 17.3 will not relieve Franchisee of liability under the indemnity provision set forth in

this Agreement. Minimum coverage limits may be published in the Operating Manual and may be modified from time to time, as conditions require, by written notice from CITY WIDE to Franchisee.

17.3 If you provide service to a National Account, you must carry the types and coverages of insurance required by each National Account Contract and you are solely responsible to ensure that any subcontractors you use to perform the services to a National Account also carries the required types and coverages of insurance.

17.4 Should Franchisee, for any reason, not procure and maintain such insurance coverage as required by this Agreement, CITY WIDE will have the right and authority (without, however, any obligation to do so) immediately to procure such insurance coverage and to charge Franchisee for such coverage, which charges, together with a reasonable fee for expenses incurred by CITY WIDE in connection with such procurement, will be payable by Franchisee immediately upon notice.

Franchisee will promptly notify CITY WIDE of any actual, potential, or threatened claim under any such insurance policy, and will permit CITY WIDE at CITY WIDE's sole and absolute right, to assume the defense of any such claim.

SECTION 18. Taxes, Permits, and Indebtedness

18.1 Franchisee will promptly pay when due all federal, state, and local taxes, including without limitation, employment, unemployment and sales taxes, levied or assessed with respect to any services or products furnished, sold, used, or licensed pursuant to this Agreement.

18.2 Franchisee will promptly pay when due all debts, obligations, accounts, or other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business.

18.3 Franchisee will comply with all federal, state, and local laws, rules, and regulations and timely obtain all permits, certificates, and licenses required for the full and proper conduct of the Franchised Business.

18.4 Franchisee expressly covenant and agree to accept full and sole responsibility for all debts and obligations incurred in the operation of the Franchised Business.

SECTION 19. Indemnification and Independent Contractor

19.1 This Agreement does not create a fiduciary relationship between the parties, nor does it constitute Franchisee as an agent, legal representative, joint venturers, partner, employee, or servant of CITY WIDE for any purpose whatsoever; and it is understood between the parties that Franchisee will be an independent contractor and are in no way authorized to make any contract, agreement, warranty or representation on behalf of CITY WIDE to incur any debt, or to create any obligation, express or implied, on behalf of CITY WIDE.

19.2 During the Term of this Agreement, Franchisee will hold itself out to the public as an independently owned and operated business as a franchisee of CITY WIDE pursuant to a franchise agreement. Franchisee will take such affirmative action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the premises of the Franchised Business and on all forms, stationery, or other written materials, the content of which CITY WIDE reserves the right to specify.

19.3 Franchisee will defend at Franchisee's own cost and indemnify and hold harmless CITY WIDE, its general partners (if ever any) and their shareholders, directors, officers, employees and agents, from and against any and all loss, costs, expenses (including, without limitation, reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs and other litigation expenses and travel and living expenses), damages and liabilities, however caused, resulting directly or indirectly from or pertaining to the use, condition, or construction, equipping, decorating, maintenance or operation of the Franchised Business, including the sale of any service sold from the Franchised Business and violation of Privacy Laws. Such loss, claims, costs, expenses, damages and liabilities will include, without limitation, those arising from latent or other defects in the Franchised Business, whether or not discoverable by CITY WIDE, and those arising from the death or injury to any person or arising from damage to the property of Franchisee or CITY WIDE, their respective agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages, or liabilities were actually or allegedly caused wholly or in part through the negligence of CITY WIDE or any of its agents or employees or resulted from any strict liability imposed on CITY WIDE or any of its agents or employees. All such indemnification will survive termination of this Agreement.

19.4 CITY WIDE will not, by virtue of any approvals, advice or services provided to Franchisee, assume responsibility or liability to Franchisee or any third parties to which CITY WIDE would not otherwise be subject.

SECTION 20. Franchisor's Right to Purchase Business/Right of First Refusal

20.1 Upon termination or expiration of this Agreement, CITY WIDE will have an option, but not an obligation, to purchase from Franchisee all or any assets of the Franchised Business, including, without limitation all supplies, equipment, advertising materials, and other indicia bearing CITY WIDE's Marks, at fair market value. CITY WIDE may exercise this option ("**Option to Purchase**") by giving Franchisee written notice within sixty (60) calendar days after such termination. If the parties cannot agree on fair market value within a reasonable time, an independent appraiser acceptable to Franchisee will be designated by CITY WIDE, whose determination will be binding. If CITY WIDE elects to exercise any Option to Purchase as provided, it will have the right to set off all amounts due from Franchisee under this Agreement, and the cost of the appraisal, if any, against any payment. CITY WIDE shall have up to twelve (12) months to pay the entirety of the agreed upon purchase price, upon its exercise of its Option to Purchase the business contained herein. CITY WIDE must pay at fifty percent (50%) of the purchase price at the time of exercising its Option to Purchase to defer payment of the remainder over a six (6) month period.

20.2 If Franchisee or its owners propose to sell the Franchised Business (or its assets) or part or all of the ownership of Franchisee, Franchisee or its owners will deliver a bona fide, executed written offer to purchase same to CITY WIDE, who will, for a period of sixty (60) days from the date of delivery of such offer, have the right, but not the obligation, exercisable by written notice to Franchisee or its owners, to purchase the Franchised Business (or its assets) or such ownership for the price and payment terms contained in such bona fide offer, provided that CITY WIDE may substitute cash for any form of payment proposed in such offer and may require Franchisee to enter into an asset purchase agreement or similar agreement containing the terms and conditions that are customary for such a transaction ("**Right of First Refusal**"). If CITY WIDE does not exercise its Right of First Refusal, the offer may be accepted by Franchisee or its owners, subject to the prior written approval of CITY WIDE, as provided in Section 22 of this Agreement; provided that if such offer is not so accepted by Franchisee within one hundred twenty (120) calendar days of the date of such offer, or if the offer is modified in any material way from the original bona fide offer presented to CITY WIDE, CITY WIDE will again have this Right of First Refusal. Should a transferee franchisee assume the rights and obligations under this Agreement, such transferee franchisee will likewise be subject to CITY WIDE's Right of First Refusal under the terms and conditions as set forth in this Agreement.

SECTION 21. Operation In the Event Of Absence, Incapacity Or Death

In order to prevent any interruption of the operation of the Franchised Business which would cause harm to or depreciate its value, in the event that Franchisee is absent, dies or becomes incapacitated as defined in this Agreement, and in the sole and absolute judgment of CITY WIDE is not able to operate the Franchised Business, Franchisee authorizes CITY WIDE to operate the Franchised Business for so long as CITY WIDE deems necessary and practical, and without waiver of any other rights or remedies CITY WIDE may have under this Agreement; provided, however, that CITY WIDE will not be obligated to operate the Franchised Business. All monies from the operation of the Franchised Business during such period of operation by CITY WIDE will be kept in a separate account and the expenses of the business, including reasonable compensation and expenses for CITY WIDE's Representative, will be charged to that account. If CITY WIDE temporarily operates the Franchised Business for Franchisee, Franchisee will indemnify and hold harmless CITY WIDE and any Representative of CITY WIDE who may act under this section, from all claims arising from the acts and omissions of CITY WIDE and its Representative.

SECTION 22. Written Approvals, Waivers, and Amendment

22.1 Whenever this Agreement requires CITY WIDE's prior approval, Franchisee will make a timely written request for that approval. Unless a different time period is specified in this Agreement, CITY WIDE will respond to the request with its approval or disapproval within fifteen (15) days. If CITY WIDE does not respond to Franchisee's request within that time, Franchisee's request will be deemed disapproved. In addition, CITY WIDE agrees not to unreasonably withhold any consent or approval.

22.2 No failure of CITY WIDE to send any Notice of Cure or to exercise any power reserved to it under this Agreement, or to insist upon strict compliance by Franchisee with any obligation or condition under this Agreement, and no custom or practice of the parties in variance with the terms of this Agreement, will constitute a waiver of CITY WIDE's right to demand exact compliance with the terms of this Agreement. Waiver by CITY WIDE of any particular default by Franchisee will not be binding unless in writing and executed by the party sought to be charged and will not affect or impair CITY WIDE's right with respect to any subsequent default of the same or of a different nature; nor will any delay, waiver, forbearance, or omission of CITY WIDE to exercise any power or rights arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants of this Agreement, affect or impair CITY WIDE's rights nor will such constitute a waiver by CITY WIDE of any right or of the right to declare any subsequent breach or default. Subsequent acceptance by CITY WIDE of any payment(s) due to it will not be deemed to be a waiver by CITY WIDE of any preceding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

22.3 No amendment, change, or variance from this Agreement will be binding upon Franchisee or CITY WIDE, except by mutual written agreement executed by Franchisee and CITY WIDE. If an amendment of this Agreement is executed at Franchisee's request, any legal fees, or costs of preparation in connection with that amendment will be paid by Franchisee. Notwithstanding the foregoing, Franchisee acknowledges and agrees that if, at any time during the Term, sixty percent (60%) or more of the franchisees then operating within the CITY WIDE System provide their written consent to a written request by CITY WIDE to modify a provision in this Agreement, Franchisee will be deemed to have been provided its assent to any such modification to this Agreement.

SECTION 23. Enforcement, Force Majeure

23.1 Right to Inspect. To ensure compliance with this Agreement and to provide consultation with Franchisee, Franchisee agrees that CITY WIDE and any named Representative will be permitted, with or without advanced notice, full and complete access during regular business hours to inspect the

1.1 Franchised Business to review, copy, download, and/or remove all Business Records including, but not limited to, records relating to Franchisee's suppliers, employees, and agents. Franchisee will cooperate fully with CITY WIDE and any Representative. CITY WIDE agrees that any such inspection will be conducted in such a manner so as not to unduly disrupt the Franchised Business.

1.2 Breach of Covenants by Franchisee. Franchisee acknowledges and agrees that breach of the covenants made by Franchisee under this Agreement would cause irreparable injury to CITY WIDE which could not sufficiently be remedied by monetary damages, and therefore that CITY WIDE will be entitled to obtain, without bond, such equitable relief as declarations; temporary, preliminary, and permanent injunctions; and orders of specific performance for the following purposes, among any other purposes: to enforce the covenants made by Franchisee and any guarantors thereof pursuant to this Agreement, including but not limited to, those relating to Franchisee's use of the Marks and the non-competition covenants contained in Sections 5 and 12 of this Agreement, to enforce Franchisee's obligations upon termination or expiration of this Agreement; to prevent assignment of the Franchise or ownership interests of Franchisee in the business without the prior written consent of CITY WIDE, to prohibit any act or omission by Franchisee or Franchisee's employees that constitutes a breach of any term or provision of this Agreement or a violation of any applicable law or regulation; to prohibit any act or omission that is dishonest or misleading to prospective or current customers of businesses operated under the System; to prohibit any act or omission that constitutes a danger to other franchisees, employees, customers, or the public; or to prohibit any act or omission that may tend to impair the goodwill associated with the Marks.

1.3 Responsibility of Costs. If CITY WIDE secures any declaration, injunction or order of specific performance pursuant to the preceding paragraph, or if any provision of this Agreement is enforced at any time by CITY WIDE, or if any amounts due from Franchisee to CITY WIDE are, at any time, collected by or through an attorney at law or collection agency, Franchisee will be liable to CITY WIDE for all costs and expenses of enforcement and collection including, but not limited to, court costs, reasonable attorneys' fees, and reasonable accountants' fees.

1.4 Force Majeure. Whenever a period of time is provided in this Agreement for either party to do or perform any act or thing, except the payment of monies, neither party will be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, pandemics, war, governmental regulation or control or other causes beyond the reasonable control of the parties, and in any event the time period for the performance of an obligation under this Agreement will be extended for the amount of time of the delay. This clause will not apply or not result in an extension of the Term of this Agreement.

SECTION 2. Notices

2.1 Any written notice to be given to CITY WIDE or Franchisee will be by certified mail, return receipt requested, delivered by a recognized courier service, receipt acknowledged or upon rejection of delivery, or by electronic mail and receipt is acknowledged by intended recipient, to:

Franchisor:	CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC 15230 W. 105 th Terrace Lenexa, Kansas 66219 Attention: Nile Kaya, General Counsel Email: CWFLegal@gocitywide.com
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Copy to:	Akerman LLP 1900 16 th Street, Suite 950 Denver, CO 80202
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Attention: Kevin Hein
Kevin.hein@akerman.com

Franchisee: Location as set forth on Attachment B

2.2 Either Franchisee or CITY WIDE may change their respective addresses for notice by giving written notice of the new address for notice. If Franchisee's Location changes, it is Franchisee's sole responsibility to ensure that Franchisee provides timely notice to CITY WIDE of Franchisee's current Location. Any notice to be given under this Agreement will be deemed to be given on the earliest of (i) five (5) business days after such notice is delivered, postage prepaid, for mailing by the United States Postal Service by certified mail, return receipt requested, (ii) two (2) business days after sent by overnight commercial delivery with all charges prepaid, or (iii) when it is actually received by the recipient.

2.3 No failure of CITY WIDE to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of CITY WIDE's right to demand exact compliance with any of the terms herein. No waiver or approval by CITY WIDE of any particular breach or default by Franchisee nor any delay, forbearance or omission by CITY WIDE to act or give notice of default or to exercise any power or right arising by reason of such default hereunder, nor acceptance by CITY WIDE of any payments due hereunder shall be considered a waiver or approval by CITY WIDE of any preceding or subsequent breach or default by Franchisee of any term, covenant or condition of this Agreement.

2.4 Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees to exercise Franchisor's right reasonably or in good faith, Franchisor will satisfy Franchisor's obligations whenever Franchisor exercises reasonable business judgment (**'Reasonable Business Judgment'**) in making Franchisor's decision or exercising Franchisor's rights. Franchisor's decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Franchisor's financial or other individual interest. Examples of items that will promote or benefit the System, include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing, or encouraging modernization, and improving the competitive position of the System.

2.5 No warranty or representation is made by CITY WIDE that all CITY WIDE System franchise agreements heretofore or hereafter issued by CITY WIDE do or will contain terms substantially like to those contained in this Agreement. Further, Franchisee recognizes and agrees that CITY WIDE may, in its Reasonable Business Judgment, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other CITY WIDE System franchise owners in a non-uniform manner, unless otherwise required by this Agreement or by law.

2.6 No amendment, change or variance from this Agreement shall be binding upon either CITY WIDE or Franchisee except by mutual written agreement. If an amendment of this Agreement is executed at Franchise Owner's request, any legal fees or costs of preparation in connection therewith shall, at the option of CITY WIDE, be paid by Franchisee.

SECTION 3. Franchisee Defined and Guaranty

As used in this Agreement, the terms "Franchisee" and "Franchisees" will include all persons who succeed to the interest of the original Franchisee by transfer or operation of law.

If Franchisee is a legal entity, then at least one natural person will have at least a majority ownership interest in Franchisee.

By their signatures to this Agreement, all partners, shareholders, officers, and directors of the entity that sign this Agreement as Franchisee acknowledge and accept the duties and obligations imposed upon each of them, individually, by the terms of this Agreement. The singular usage includes the plural, and the masculine usage includes the feminine. All partners, shareholders, officers, and directors of the entity executing the Franchise Agreement are required to execute attachments to the Franchise Agreement, including but not limited to the Guaranty and Assumption of Obligations, which is attached to this Franchise Agreement as **Attachment A-1**. Additionally, spouses or domestic partners of principals, owners or stockholders will be required to provide a spousal guaranty of payment in the form attached to this Agreement as **Attachment A-2**.

SECTION 26. Caveat.

THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED TO BE UNDERTAKEN BY FRANCHISEE BY VIRTUE OF THIS AGREEMENT IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESSMAN, AND FRANCHISEE'S ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE FRANCHISED BUSINESS, AS WELL AS OTHER FACTORS. CITY WIDE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL SUCCESS OF THE FRANCHISED BUSINESS.

SECTION 27. Arbitration and Dispute Resolution

27.1 All controversies, disputes or claims arising between Franchisee and CITY WIDE in connection with, arising from, or with respect to: (1) any provision of this Agreement or in any other agreement related to this Agreement between the parties; (2) the relationship of the parties; (3) the validity of this Agreement or any other agreement related to this Agreement between the parties, or any provisions of those agreements; or (4) any specification, standard or operating procedure relating to the establishment or operation of the Franchised Business (except controversies, disputes or claims relating to the Marks or any lease or sublease or real estate) which is not resolved within fifteen (15) calendar days after either party notifies the other in writing of such controversy, dispute or claim, will be submitted for binding arbitration in accordance with the Commercial Rules ("**Rules**") of the American Arbitration Association or its successor. Arbitration will take place at an appointed time and place in Lenexa, Kansas, or such other location designated by CITY WIDE in the Kansas City, Missouri Metropolitan area.

27.2 The parties shall select an arbitrator pursuant to the Rules, or its successors, within the time required by such Rules, following the initial arbitration request or application, and such arbitration shall be governed by such Rules. Judgment upon any award of the arbitrator will be binding and will be entered in a court of competent jurisdiction. The award of the arbitrator may grant any relief which might be granted by a court of general jurisdiction, including, without limitation, by reason of enumeration, award of damages and/or injunctive relief, and may, in the discretion of the arbitrator, assess, in addition, the costs of the arbitration, including the reasonable fees of the arbitrator and reasonable attorneys' fees, against either or both parties, in such proportions as the arbitrator will determine.

27.3 Nothing contained in this section will bar the right of either party to seek and obtain temporary injunctive relief from a court of competent jurisdiction in accordance with applicable law against threatened conduct that will cause loss or damage, pending completion of the arbitration.

27.4 It is the intent of the parties that any arbitration between Franchisee and CITY WIDE will be of Franchisee's individual claim and that the claim subject to arbitration will not be arbitrated on a class wide basis.

27.5 This arbitration provision shall be deemed to be self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

27.6 The Franchisee agrees that arbitration shall be conducted solely on an individual basis, and not in a class, collective, consolidated, or representative action. Franchisee shall not have the right or authority to: (a) arbitrate any claim as a class action, representative action or mass arbitration, (b) join or consolidate claims in arbitration with other franchisees or third parties; or (c) participate in any collective or coordinated proceeding in arbitration or in court. The arbiter shall have no authority to hear or decide any such prohibited claims.

27.7 CITY WIDE and Franchisee agree that any arbitration proceeding arising out of or relating to this Agreement shall be kept confidential and will not be disclosed to any third party except as required by law or to the parties' legal, financial, or other professional advisors.

SECTION 28. Severability and Construction

28.1 Each paragraph, part, term and provision of this Agreement will be considered severable, and if, for any reason, any paragraph, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such will not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties; and the invalid sections, parts, terms and/or provisions will be deemed not part of this Agreement; provided, however, that if CITY WIDE determines that the finding of illegality adversely affects the basic consideration of this Agreement, CITY WIDE may, at its option, terminate this Agreement.

28.2 Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than CITY WIDE or Franchisee and such of their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under or by reason of this Agreement.

28.3 Franchisee expressly will be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision of this Agreement, as though it were separately stated in and made a part of this Agreement, that may result from striking from any of the provisions any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which CITY WIDE is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

28.4 All captions in this Agreement are intended solely for the convenience of the parties, and none will be deemed to affect the meaning or construction of any provision.

28.5 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and which counterparts together will constitute one and the same instrument.

SECTION 29. Applicable Law

A. THIS AGREEMENT TAKES EFFECT UPON ITS ACCEPTANCE AND EXECUTION BY CITY WIDE IN THE STATE OF KANSAS AND WILL BE INTERPRETED AND CONSTRUED

UNDER THE LAWS OF KANSAS, WHICH LAWS WILL PREVAIL IN THE EVENT OF ANY CONFLICT OF LAW.

B. FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT IS ENTERED INTO IN JOHNSON COUNTY, KANSAS, AND THAT ANY ACTION SOUGHT TO BE BROUGHT BY EITHER PARTY, EXCEPT THOSE CLAIMS REQUIRED TO BE SUBMITTED TO ARBITRATION, WILL BE BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS, OR THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS, AND THE PARTIES EACH WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSES OF CARRYING OUT THIS PROVISION.

C. NO RIGHT OR REMEDY CONFERRED UPON OR RESERVED TO FRANCHISEE OR CITY WIDE BY THIS AGREEMENT IS INTENDED TO BE, NOR WILL BE DEEMED, EXCLUSIVE OF ANY OTHER RIGHT OR REMEDY OR BY LAW OR EQUITY PROVIDED OR PERMITTED, BUT EACH WILL BE CUMULATIVE OF EVERY OTHER RIGHT OR REMEDY.

D. NOTHING CONTAINED IN THIS AGREEMENT WILL BAR CITY WIDE'S RIGHT TO OBTAIN INJUNCTIVE RELIEF AGAINST THREATENED CONDUCT THAT WILL CAUSE IT LOSS OR DAMAGES, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS.

SECTION 30. Acknowledgments

30.1 Franchisee understands and acknowledges that the Franchised Business involves business risks; that Franchisee's sales volume, profit, income, and success is dependent on Franchisee's ability as an independent business operator.

30.2 CITY WIDE expressly disclaims the making of, and Franchisee acknowledge that Franchisee have not received from CITY WIDE or its employees, agents, or representatives, any warranty or guaranty, express or implied, as to the potential sales volume, profit, income, or success of the Franchised Business, EXCEPT THOSE CONTAINED IN ITEM 19 OF THE FRANCHISE DISCLOSURE DOCUMENT FURNISHED TO FRANCHISEE AT LEAST FOURTEEN (14) DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT.

30.3 Franchisee acknowledges that either CITY WIDE or its Representative has provided Franchisee with a Franchise Disclosure Document at least fourteen days (14) days before Franchisee executed this Agreement or before Franchisee made any payment or gave any consideration for the Franchise to CITY WIDE or any Affiliated Company, granted under this Agreement or any rights arising from this Agreement. Franchisee further acknowledges that Franchisee has read that Franchise Disclosure Document; understands its contents; that CITY WIDE has fully and adequately explained the provisions of it to Franchisee's satisfaction; and that CITY WIDE has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

30.4 Franchisee acknowledges that Franchisee has had sufficient opportunity to consult with Franchisee's own attorneys, accountants and other advisors and that the attorneys for CITY WIDE have not advised or represented Franchisee with respect to this Agreement or the relationship created by this Agreement.

30.5 Franchisee acknowledges that Franchisee is not, nor is Franchisee intended to be, a third party beneficiary of any other agreement or contractual relationship to which CITY WIDE is a party.

30.6 Franchisee acknowledges that the success of the Franchised Business contemplated by this Agreement depends, to a large extent, upon Franchisee as an independent businessperson having complete control and direction over Franchisee's business operations and employees, subject only to the conditions and obligations contained in this Agreement and that this Agreement does not constitute or create a security.

30.7 FRANCHISEE ACKNOWLEDGES THAT THIS AGREEMENT, ANY EXHIBIT ATTACHED TO THIS AGREEMENT AND THE DOCUMENTS REFERRED TO IN THIS AGREEMENT, WILL BE CONSTRUED TOGETHER AND CONSTITUTE THE ENTIRE, FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, AND SUPERSEDES ALL PRIOR WRITTEN OR ORAL AGREEMENTS RELATING TO THIS AGREEMENT. FRANCHISEE UNDERSTAND AND AGREE THAT NO PERSON REPRESENTING OR PURPORTING TO REPRESENT CITY WIDE HAS ANY ACTUAL, IMPLIED, OR APPARENT AUTHORITY TO MAKE ANY REPRESENTATION OR STATEMENT TO FRANCHISEE CONCERNING THE SYSTEM OR THIS FRANCHISE AGREEMENT, OR ANY SUBJECT RELATED TO THIS AGREEMENT, WHICH IN ANY MANNER DIFFERS FROM THE SPECIFIC TERMS OF THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT. FRANCHISEE AFFIRMATIVELY COVENANTS AND WARRANTS THAT NO COVENANTS, WARRANTS, AGREEMENTS, UNDERSTANDINGS, STATEMENTS, OR REPRESENTATIONS OTHER THAN THOSE SPECIFICALLY MADE IN THIS AGREEMENT OR IN THE FRANCHISE DISCLOSURE DOCUMENT HAVE INDUCED FRANCHISEE TO EXECUTE THIS AGREEMENT. FRANCHISEE FURTHER UNDERSTANDS THAT CITY WIDE IS RELYING ON FRANCHISEE'S COVENANTS AND WARRANTIES IN EXECUTING THIS AGREEMENT. NO AMENDMENT, CHANGE, OR VARIANCE FROM THE TERMS OF THIS AGREEMENT WILL BE BINDING ON THE PARTIES UNLESS MUTUALLY AGREED TO BY THE PARTIES AND EXECUTED BY THEM IN WRITING. NOTHING IN THIS AGREEMENT, OR ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS MADE IN THE FRANCHISE DISCLOSURE DOCUMENT, ITS EXHIBITS AND AMENDMENTS.

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ THE DOCUMENT CAREFULLY WITH THE ASSISTANCE OF A TRUSTED ADVISOR SUCH AS AN ACCOUNTANT OR ATTORNEY.

CITY WIDE HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, OR INDUCEMENTS, EXPRESS OR IMPLIED, TO FRANCHISEE CONCERNING PROJECTED PROFITS.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

FRANCHISOR:

FRANCHISEE:

**CITY WIDE FRANCHISE COMPANY
ENTERPRISES, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT A-1 TO THE FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION OF OBLIGATIONS

Attachment A-1-1

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS (“**Guaranty**”), made and entered into on _____, by _____, _____ (collectively, “**Guarantors**”), in favor of CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC, a Kansas limited liability company (“**CITY WIDE**”).

WHEREAS, the Guarantors, and each of them, desire to guarantee the obligations of _____, a _____ [corporation / limited liability company] (“**Franchisee**”), under that certain Franchise Agreement by and between Franchisee and CITY WIDE of even date herewith (“**Franchise Agreement**”); and

WHEREAS CITY WIDE desires to accept such guarantee.

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, and in order to induce CITY WIDE to enter into the Franchise Agreement, the Guarantors, and each of them, hereby agree, for the benefit of Franchisee, its successors and assigns, as follows:

SECTION 1. Guaranty. Guarantors and each of them hereby unconditionally guarantee the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all obligations of Franchisee now or hereafter existing under the Franchise Agreement, whether for fees, expenses, interest, or otherwise (such obligations being “**Obligations**”), and agree to pay any and all expenses (including attorney fees and expenses) incurred by CITY WIDE in enforcing any rights under this Guaranty.

SECTION 2. Guaranty Absolute. Guarantors and each of them guarantee that the Obligations will be paid strictly in accordance with the terms of the Franchise Agreement, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of CITY WIDE with respect thereto. The liability of the Guarantors under this Guaranty will be absolute and unconditional irrespective of:

- (i) any lack of validity or enforceability of the Franchise Agreement or any other agreement or instrument relating thereto.
- (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to departure from the Franchise Agreement.
- (iii) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Obligations; or
- (iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Franchisee or a Guarantor.

This Guaranty will continue to be effective or be reinstated, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by CITY WIDE upon the insolvency, bankruptcy or reorganization of Franchisee or otherwise, all as though such payment had not been made.

SECTION 3. Waiver. Guarantors hereby waive promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Guaranty and any requirement that CITY WIDE

protect, secure, perfect or ensure any security interest or lien or any property subject thereto or exhaust any right or take any action against Franchisee or any other person or entity or any collateral.

SECTION 4. Waiver of Subrogation. Notwithstanding anything to the contrary in this Guaranty, Guarantors hereby irrevocably waive all rights they may have at law or in equity, to the extent that such rights may interfere with any claim or demand by CITY WIDE under the Franchise Agreement or this Guaranty (including, without limitation, any law subrogating the Guarantors to the rights of CITY WIDE), to seek contribution, indemnification, or any other form of reimbursement from Franchisee, any other Guarantor, or any other person now or hereafter primarily or secondarily liable for any obligations of Franchisee to CITY WIDE, for any disbursement made by the Guarantors under or in connection with this Guaranty or otherwise. If (i) Guarantors will make payment to CITY WIDE of all or any part of the Obligations and (ii) all the Obligations will be paid in full, CITY WIDE will, at Guarantors' request, execute and deliver to Guarantors appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to Guarantors of an interest in the Obligations resulting from such payment by Guarantors.

SECTION 5. Amendments, Etc. No amendment or waiver of any provision of this Guaranty nor consent to any departure by the Guarantors therefrom will in any event be effective unless the same will be in writing and signed by CITY WIDE, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given.

SECTION 6. No Waiver; Remedies. No failure on the part of CITY WIDE to exercise, and no delay in exercising any right hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 7. Continuing Guaranty: Transfer of Franchise Agreement. This Guaranty is a continuing guaranty and will (i) remain in full force and effect until payment in full of the Obligations and all other amounts payable under this Guaranty, (ii) be binding upon the Guarantors, their successors and assigns, and (iii) inure to the benefit of and be enforceable by CITY WIDE and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), CITY WIDE may assign or otherwise transfer the Franchise Agreement to any other person or entity, and such other person or entity shall thereupon become vested with all the rights in respect thereof granted to CITY WIDE herein or otherwise.

SECTION 8. Governing Law. This Guaranty will be governed by, and construed in accordance with, the laws of the State of Kansas.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the date first above written.

GUARANTOR(S):

Signature

Name - Typed Or Printed

Percentage Ownership In Franchisee:_____

Signature

Name - Typed Or Printed

Percentage Ownership In Franchisee:_____

Signature

Name - Typed Or Printed

Percentage Ownership In Franchisee:_____

Signature

Name - Typed Or Printed

Percentage Ownership In Franchisee:_____



ATTACHMENT A -2 TO THE FRANCHISE AGREEMENT
SPOUSAL GUARANTY AND ASSUMPTION OF OBLIGATIONS

Attachment A-2 - 1

SPOUSAL GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS SPOUSAL GUARANTY AND ASSUMPTION OF OBLIGATIONS (“Guaranty”), made and entered into on _____, by _____, (“**Spousal Guarantor**”), in favor of CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC, a Kansas limited liability company (“**CITY WIDE**”).

WHEREAS, Spousal Guarantor is either married to or otherwise legally recognized as the spouse or domestic partner of an owner of _____ (“**Franchisee**”), a _____ [corporation/limited liability company], which has entered into that certain Franchise Agreement with CITY WIDE, dated as of even date herewith (“**Franchise Agreement**”); and

WHEREAS, Spousal Guarantor desires to personally and unconditionally guarantee the obligations of Franchisee under the Franchise Agreement, subject to the limitations set forth in this Guaranty guarantee.

WHEREAS, CITY WIDE desires to accept such guarantee.

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, and in order to induce CITY WIDE to enter into the Franchise Agreement, the Spousal Guarantor hereby agrees as follows:

SECTION 1. Guaranty. Spousal Guarantor hereby unconditionally guarantees the punctual payment when due, whether at stated maturity, by acceleration, or otherwise, of all obligations of Franchisee now or hereafter existing under the Franchise Agreement, whether for fees, expenses, interest, or otherwise (collectively, “**Obligations**”), and agrees to pay any and all expenses (including attorney fees and expenses) incurred by CITY WIDE in enforcing any rights under this Guaranty, except to the extent limited by Section 5 below.

SECTION 2. Guaranty Absolute. Spousal Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Franchise Agreement, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of CITY WIDE with respect thereto. The liability of Spousal Guarantor under this Guaranty is absolute and unconditional irrespective of:

- (i) Any lack of validity or enforceability of the Franchise Agreement or any other agreement or instrument relating thereto;
- (ii) Any change in the time, manner, or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of, or any consent to departure from, the Franchise Agreement;
- (iii) Any exchange, release, or non-perfection of any collateral, or any release or amendment or waiver of, or consent to departure from, any other guaranty for all or any of the Obligations; or
- (iv) Any other circumstance which might otherwise constitute a defense available to, or a discharge of, Franchisee or Spousal Guarantor.

This Guaranty will continue to be effective, or be reinstated, if at any time any payment of the Obligations is rescinded or must otherwise be returned by CITY WIDE upon the insolvency, bankruptcy, or reorganization of Franchisee or otherwise, all as though such payment had not been made.

SECTION 3. Waiver. Spousal Guarantor hereby waives promptness, diligence, notice of acceptance, and any other notice with respect to any of the Obligations and this Guaranty, as well as any requirement that CITY WIDE protect, secure, perfect, or insure any security interest or lien or any property subject thereto or exhaust any right or take any action against Franchisee or any other person or entity or any collateral, subject to Section 5 of this Guaranty.

SECTION 4. Waiver of Subrogation. Notwithstanding anything to the contrary in this Guaranty, Spousal Guarantor irrevocably waives all rights that might otherwise interfere with any claim or demand by CITY WIDE under the Franchise Agreement or this Guaranty (including, without limitation, any law subrogating Spousal Guarantor to the rights of CITY WIDE), to seek contribution, indemnification, or any other form of reimbursement from Franchisee or any other person now or hereafter primarily or secondarily liable for any obligations of Franchisee to CITY WIDE, for any disbursement made by Spousal Guarantor under or in connection with this Guaranty or otherwise.

SECTION 5. Limitation on Liens Against Spousal Property. Notwithstanding any other provision of this Guaranty:

- (i) CITY WIDE agrees and covenants that it will not seek to place or enforce any lien, security interest, or other encumbrance upon Spousal Guarantor's ownership interest in any residences or any motor vehicles owned or jointly owned by Spousal Guarantor and/or Franchisee;
- (ii) CITY WIDE agrees it will not seek to place or enforce any lien, security interest, or other encumbrance upon any 401(k), pension, IRA, or other retirement accounts owned or jointly owned by Spousal Guarantor; and
- (iii) Except as expressly limited in Sections 5(i) and 5(ii) of this Guaranty, CITY WIDE retains all rights and remedies at law or in equity, including the right to collect directly from Spousal Guarantor in satisfaction of the Obligations to the extent permitted by applicable law.

SECTION 6. Amendments, Etc. No amendment or waiver of any provision of this Guaranty nor consent to any departure by Spousal Guarantor therefrom will be effective unless it is in writing and signed by CITY WIDE. Any waiver or consent will be effective only in the specific instance and for the specific purpose for which given.

SECTION 7. No Waiver; Remedies. No failure on the part of CITY WIDE to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 8. Continuing Guaranty: Transfer of Franchise Agreement. This Guaranty is a continuing guaranty and will (i) Remain in full force and effect until payment in full of the Obligations and all other amounts payable under this Guaranty; (ii) Be binding upon Spousal Guarantor and his/her successors and permitted assigns; and (iii) Inure to the benefit of and be enforceable by CITY WIDE and its successors, transferees, and assigns. Without limiting the generality of the foregoing, CITY WIDE may assign or otherwise transfer the Franchise Agreement to any other person or entity, and such other person or entity

will thereupon become vested with all the rights in respect thereof granted to CITY WIDE herein or otherwise.

SECTION 9. Governing Law. This Guaranty will be governed by, and construed in accordance with, the laws of the State of Kansas.

IN WITNESS WHEREOF, Spousal Guarantor has executed this Guaranty as of the date first above written.

SPOUSAL GUARANTOR(S):

Name of Spousal Guarantor

Signature of Spousal Guarantor

Name of Guarantor

Name of Spousal Guarantor

Signature of Spousal Guarantor

Name of Guarantor

Name of Spousal Guarantor

Signature of Spousal Guarantor

Name of Guarantor



ATTACHMENT B TO THE FRANCHISE AGREEMENT
DESIGNATED TERRITORY

Attachment B-1

INITIAL TERRITORY FEE AND DESIGNATED TERRITORY

1. **Franchisee (Name of Legal Entity):** _____ (“You”).
You also means the shareholders, members, partners, or any other owners of that entity.

2. Names of shareholders, members, partners, or any other owners of that entity:

3. **Location:**

Population: _____ Designated Territory Name: _____

Geographic Boundaries SEE ATTACHMENT: DESIGNATED TERRITORY (maps and zips)

4. **Initial Territory Fee.** The Initial Territory Fee of \$_____ is based upon the chart set forth below. All population determinations are based upon the latest United States Census information, as interpreted and applied by City Wide, available for the proposed Designated Territory, including any data available at <https://www.census.gov>.

TERRITORY SIZE	TERRITORY FEE
Less Than 1,000,000 population	\$15,000
1,000,001 to 1,499,999 population	\$30,000
1,500,000 to 2,000,000 population	\$35,000
2,000,001 and above	\$50,000

Franchisee may solicit or accept accounts from clients outside of its Designated Territory, provided that such accounts or clients are not within the designated territory of another franchisee or affiliate-owned location, so long as Franchisee agrees to comply with all out-of-territory account protocols established by Franchisor or as set forth in the Operating Manual. If Franchisee accepts accounts outside of the Designated Territory, such as in a contiguous area and the area subsequently becomes the designated territory of another franchisee or affiliate-owned location, the new franchisee has exclusive rights to any accounts sold outside of the Designated Territory. At the new franchisee’s discretion, the new franchisee has up to 12 months from its opening date to determine if it wants the accounts to be transferred to the new franchisee to service the accounts or allow Franchisee to continue to service the accounts. If the accounts are being transferred to the new franchisee, Franchisee must ensure it cooperates in the transfer of the accounts and provides best efforts to minimize loss of business. Both Franchisee and new franchisee must comply with all transfer protocols and requirements then set forth in the Operating Manual.

Franchisee does have the right to use other channels of distribution, such as telemarketing or other direct marketing to make sales outside of Franchisee’s Designated Territory but only until such time as the outside territory wherein the sale takes place becomes a designated territory of another franchisee or the designated territory of an affiliate-owned location.

FRANCHISOR:

**CITY WIDE FRANCHISE COMPANY
ENTERPRISES LLC**

By: _____

Name: Michael Karp

Title: President

Date: _____

FRANCHISEE:

ENTITY NAME

By: _____

Name: _____

Title: _____

Date: _____



ATTACHMENT C TO THE FRANCHISE AGREEMENT

MARKS

MARKS

The term Marks means the following marks for the designated use:

Mark	Registration Date	Registration Number	Status
	March 17, 2009	3,590,034	Registered on the Principal Register
	August 9, 2011	4,009,441	Registered on the Principal Register
CITY WIDE FACILITY SOLUTIONS	June 29, 2020	6292637	Registered on Principal Register
	July 19, 2022	6,791,952	Registered on Principal Register
	July 19, 2022	6,791,953	Registered on Principal Register
	February 21, 2023	6,987,575	Registered on Principal Register

Franchisee shall be authorized to utilize only such Marks as from time to time are authorized hereunder.



ATTACHMENT D TO THE FRANCHISE AGREEMENT

MARK USE GUIDELINES

MARK USE GUIDELINES

Proper use of a mark involves some basic rules which center around ensuring that the mark is recognized by the public as an indication of single source and is distinguished from the mere name of a product or service. Although these rules will vary for several types of marks and use situations, the recommended guidelines are presented below. CITY WIDE may modify such guidelines and impose additional restrictions with respect to such Marks at its sole and absolute right.

Use the mark only as a proper adjective followed by a noun, and not as a possessive, a description (noun), a plural or a verb. Make sure that the symbol “TM” (designating trademark used to indicate source of products) or “SM” (designating service mark used to indicate source of services), or ® designating use of a federally registered Mark, as appropriate, prominently appears at least once in close association with the mark.

Make the mark stand out from the rest of the text (**bolder type**, ALL CAPS, *italics*, underline, etc.)

Avoid variations in spelling or display. By way of example, the following is proper:

CITY WIDE or CITY WIDE FACILITY SOLUTIONS

The following is not proper:

Take Franchisee’s family to CITY WIDE, or CITY WIDE FACILITY SOLUTIONS. (noun, no special typography, no service mark indication)

There are numerous CITY WIDES or CITY WIDE FACILITY SOLUTIONS around the country. (noun, plural, no special typography, variation, no service mark symbol)

CITY WIDE’s services (possessive, variation, no service mark symbol)

It is not necessary that the SM, TM, or ® be used so often as to become obtrusive, once or twice in a short document is enough. When it is not obvious from the text, it is important that a legend indicating ownership of the marks appears somewhere reasonably visible on the document; namely, CITY WIDE, CITY WIDE and design and CITY WIDE FACILITY SOLUTIONS and design, are trademarks and service marks of CITY WIDE FRANCHISE HOLDING COMPANY ENTERPRISES, LLC., as licensed to CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC



ATTACHMENT E TO THE FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

NAME OF FRACHISEE: _____

DBA NAME: _____

TERRITORY NAME: _____

YOUR NAME: _____

ASSOCIATION TO FRANCHISEE: _____

HOME ADDRESS (address/city/state/zip): _____

This Confidentiality Agreement made and entered into on _____, by and between CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC, a limited liability company formed and operating under the laws of the State of Kansas, having its principal place of business at 15230 W. 105th Terrace, Lenexa, KS 66219 (hereinafter “**CITY WIDE**”) and _____ (“**You**”).

RECITALS

A. WHEREAS CITY WIDE has developed and owns a unique system relating to the establishment, development and operation of businesses known and operated under the trade name and service mark “CITY WIDE”; and

B. WHEREAS, CITY WIDE owns confidential, proprietary, and trade secret information, including, without limitation, operational methods, manuals, training materials, marketing strategies, financial information, and other system standards (“Confidential Information” as further defined below);

C. WHEREAS, You desire to receive access to certain Confidential Information in connection with (i) evaluating a potential franchise opportunity, (ii) attending training, and/or (iii) owning or operating a franchised business pursuant to a Franchise Agreement, if executed;

D. WHEREAS, CITY WIDE is willing to disclose such Confidential Information solely on the condition that Recipient agrees to protect and not misuse such information as set forth herein;

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other, hereby agree as follows:

1. **Confidential Information** . I acknowledge that my entire knowledge of the operation of the City Wide Franchise, including the knowledge, or know-how, regarding the specifications, standards and operating procedures of the services and activities, is derived from information disclosed to Franchisee by CITY WIDE and that certain of such information is proprietary, confidential and a trade secret of CITY WIDE (“**Confidential Information**”). I will maintain the absolute confidentiality of all such Confidential Information during and after the Term and will not use any such information in any other business or in any manner not specifically authorized or approved in writing by CITY WIDE. However, my obligation to maintain the confidentiality of such Confidential Information is subject to the following exceptions: (i) such information was previously known by Franchisee prior to disclosure by CITY WIDE if Franchisee identifies such information as previously known; (ii) information disclosed to Franchisee by a third party, unless the third party is under a duty not to disclose or use the information, or unless the third party is not in rightful possession of such information; or (iii) information generally known in the pertinent trade; such

information shall be deemed generally known only if Franchisee can establish that the full particulars of the proprietary information in the combination disclosed to Franchisee is well known or generally used within the trade or industry.

2. **Injunctive Relief.** Any breach of provisions of this Agreement will cause irreparable harm to CITY WIDE, and therefore, in the event of a breach or threatened breach of the provisions of this Confidentiality Agreement, CITY WIDE will be entitled to an injunction restraining You from disclosing or appropriating in whole or in part, the Confidential Information, or from rendering any services to any person, firm, corporation, association or other entity to whom such confidential information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein will be construed as prohibiting CITY WIDE from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages.

3. **Term.** This Confidentiality Agreement shall remain in effect during the term of the Franchise Agreement and for a period of five (5) years after the expiration or termination; however, provided that trade secrets shall remain confidential for so long as they qualify as trade secrets under applicable law.

3. **Return of Materials.** Upon expiration or termination of the Franchise Agreement, you shall immediately return or destroy all Confidential Information, including manuals, electronic files you may have downloaded, and any copies thereof.

4. **Survival.** This Confidentiality Agreement shall survive the expiration or termination of the Franchise Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereunder have duly executed, sealed, and delivered this Agreement on the day and year set forth above.

**CITY WIDE FRANCHISE COMPANY
ENTERPRISES, LLC**

Name of Individual

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT F TO THE FRANCHISE AGREEMENT

NON-COMPETE AGREEMENT

Attachment F-1

NON-COMPETE AGREEMENT

This Non-Compete Agreement made and entered into on _____, by and between CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC, a Kansas limited liability company, having its principal place of business at 15230 W. 105th Terrace, Lenexa, KS 66219, (**"CITY WIDE"**), and _____ (**"Franchisee"**).

RECITALS:

A. CITY WIDE and Franchisee have entered into a CITY WIDE Franchise Agreement dated of even date herewith. ("Franchise Agreement").

B. CITY WIDE and Franchisee understand and acknowledge that the recitals (stated in the Franchise Agreement and as captioned "WITNESSETH"), all definitions, all acknowledgments, and all warranties stated in the Franchise Agreement are incorporated herein by reference; and

C. CITY WIDE and Franchisee desire to enter into a Non-Compete Agreement as provided herein.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other set forth in the Franchise Agreement, hereby agree as follows:

1. Unless otherwise specified, the meaning of the term "Franchisee" as used herein will include, collectively and individually, all officers, directors, and holders of a beneficial interest, at any time during the term of this Non-Compete Agreement, of the securities of Franchisee, and of any corporation directly or indirectly controlling Franchisee, if Franchisee is a corporation; and the general partners and any limited partner owning any percentage of Franchisee if a partnership.

2. For the purposes of this agreement, the term "**Franchised Business**" (as defined in the Franchise Agreement) will be further modified to mean use of CITY WIDE's System and Marks at the following location ("**Location**"):

The franchise Territory consists solely of the following:

ATTACHMENT B TO THE FRANCHISE AGREEMENT - DESIGNATED TERRITORY

3. Franchisee covenants that during the term of this Non-Compete Agreement, except as otherwise approved in writing by CITY WIDE, Franchisee will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation:

- a. Divert or attempt to divert any business or customers of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with CITY WIDE's Marks and the System; or
- b. Own, maintain, engage in, consult with, or have any material interest in any competitive business (including any business operated by Franchisee prior to entry into the Franchise Agreement) specializing, in whole or in part, in providing the same or similar services or products or activities of any type or nature, targeted at a retail market of a type the same as

or similar to the type of programs offered or provided or markets targeted in or by the System.

4. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable training and confidential information, including, without limitation, CITY WIDE's past, present or prospective client list, pricing formulas, policies, bids, quotes, proposals, profitability, margin strategies, presentation strategies and techniques, business plans, training materials, and additional information regarding the promotional, operational, sales and marketing methods and techniques of CITY WIDE and the System. Accordingly, Franchisee covenants that, except as otherwise approved in writing by CITY WIDE, Franchisee will not, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for himself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, engage in, consult with or have any interest in any business specializing, in whole or in part, in providing the same or similar services or products or activities of any type or nature, targeted at a market of a type the same as or similar to the type of programs offered or provided or markets targeted in or by the System:

- a. Within a radius of 150 miles of Franchisee's Franchised Business Location.
- b. Within the metropolitan statistical area where Franchisee's Franchised Business is located;
or
- c. Within a radius of 150 miles of the Location of any other business using the System, whether franchised or owned by CITY WIDE.

5. Each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Non-Compete Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which CITY WIDE is a party, Franchisee will be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Non-Compete Agreement.

6. Franchisee understands and acknowledges that CITY WIDE will have the right, in its sole and absolute discretion, to reduce the scope of any covenant set forth in Paragraphs 3 and 4 in this Non-Compete Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee will comply forthwith with any covenant as so modified, which will be fully enforceable notwithstanding any contrary provisions of the Franchise Agreement, if any.

7. CITY WIDE will have the right to require Franchisee to enter into similar covenants with all of Franchisee's personnel performing managerial or supervisory functions and all personnel receiving training relating to the CITY WIDE System, in a form satisfactory to CITY WIDE.

8. Franchisee acknowledges, covenants and agrees that CITY WIDE will be entitled to immediate equitable remedies, including but not limited to, restraining orders in order to safeguard such proprietary, confidential, unique and special information of CITY WIDE and that money damages alone would be an insufficient remedy with which to compensate CITY WIDE for any breach of the terms of this Non-Compete Agreement.

Attachment F-3

Nothing herein shall, however, be construed as prohibiting CITY WIDE from pursuing any other remedies available to CITY WIDE for such breach or threatened breach, including recovery of damages from the franchisee.

Furthermore, unless prohibited by law, CITY WIDE shall be entitled to recover as additional damages all expenses and costs, including reasonable attorneys' fees, incurred by it in pursuing its legal and equitable remedies hereunder, whether suit be brought or not. It is understood that Franchisee shall fully protect, indemnify, and hold CITY WIDE and its employees and agents harmless from any and all claims, demands, suits, losses, liabilities, actions, expenses and/or damages, including reasonable attorneys' fees, arising as a result of a breach of this Agreement by Franchisee.

9. Paragraphs 3 and 4 will not apply to ownership by Franchisee of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation which is registered under the Securities Exchange Act of 1934.

10. Any disputes that arise under this Non-Compete Agreement shall be subject to the dispute resolution provisions set forth in the Franchise Agreement.

11. All capitalized terms used in this Non-Compete Agreement shall have the same meaning as in the Franchise Agreement unless otherwise stated.

12. This Agreement will commence upon the Effective Date of the Franchise Agreement and will be effective throughout and will survive the Term of the Franchise Agreement, including any Successor Terms. In the event of the expiration or termination of the Franchise Agreement, then all applicable time periods set forth in this Agreement will commence as of the date of the termination or expiration of the Franchise Agreement.

IN WITNESS WHEREOF, the parties have executed this Non-Compete Agreement on the date above.

**CITY WIDE FRANCHISE COMPANY
ENTERPRISES LLC**

**FRANCHISEE:
ENTITY NAME**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment F-4



EXHIBIT G

TO THE FRANCHISE DISCLOSURE DOCUMENT

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC

STATE SPECIFIC ADDENDA

Exhibit G-1

EXHIBIT G

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, and Statement of Franchisee.

CALIFORNIA

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

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

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

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

ITEM 1 is amended by the addition of the following language to the original language:

“Because you collect information from customers, it may contain personal information of individuals which is protected by law. You are also responsible for complying with all applicable current and future federal, state and local laws, regulations and requirements, including the California Consumer Privacy Act (as applicable), pertaining to the collection, protection, use, sale, disposal and maintenance of such personal information. Personal information includes information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, potential consumer, individual or household, as such term may be further defined or amended by applicable federal, state and local laws, regulations and requirements. You may also be required to comply with opt-in requirements on your website.”

ITEM 8 is amended by the addition of the following language to the original language:

“City Wide Franchise Company Enterprises, LLC and/or any of its subsidiaries, affiliates, parents agree that it has/or will obtain any required permits and licenses in the State of California to offer or provide the type of goods/services offered/listed in the FDD, and it hereby represents and undertakes to comply with any and all such licensing requirements.”

ITEM 13 is amended by the addition of the following language to the original language:

“We are aware of a company that is currently operating under the name “City Wide Maintenance Company” in the greater Los Angeles area and Orange County. This company provides painting

contractors to landlords, homeowners, and management companies. This company's right to use the City Wide name predates that of ours in the Los Angeles area and Orange County. To date this company has not objected to our use of the City Wide name in the Los Angeles area and Orange County, and we are not aware of any claims of consumer confusion, but we cannot promise you that this will not become an issue in the future."

ITEM 13 is further amended by deleting the first sentence in the fourth paragraph under the table of trademarks and replacing it with the following language:

"Other than the instance disclosed above, there are no infringing uses actually known to us that could materially affect your use of the Marks in this state or in any other state in which the Franchised Businesses are to be located.

ITEM 17 is amended by the addition of the following language to the original language:

The following language is added as a second section before the chart/columns.

THE FRANCHISE AGREEMENT REQUIRES FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON RENEWAL OR TRANSFER OF THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 PROVIDES THAT ANY CONDITION, STIPULATION OR PROVISION PURPORTING TO BIND ANY PERSON ACQUIRING ANY FRANCHISE TO WAIVE COMPLIANCE WITH ANY PROVISION OF THAT LAW OR ANY RULE OR ORDER THEREUNDER IS VOID.

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

The Franchise Agreement and the Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement and the Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement and the Development Agreement require binding arbitration. The arbitration will occur only in the State of Kansas with the costs being borne by Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement and development agreement restricting venue to a forum outside the State of California.

The Franchise Agreement and the Development Agreement require application of the laws of the State of Kansas. This provision may not be enforceable under California law.

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

Exhibit G-3

The Franchisor may: (1) terminate the Franchise Agreement; (2) grant additional franchises with a franchisee's designated area; and (3) reduce the size of a franchisee's Designated Territory if the franchisee fails to meet its Annual Gross Revenue Per Capita or capture Market Share.

The Franchisor reserves the right to establish alternative channels of distribution within Franchisee's exclusive territory.

ITEM 19 is amended by the addition of the following language to the original language under the "CAUTION" section:

"The earnings claims figures (i.e., Net Billings) do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or form franchisees, listed in the disclosure document, may be one source of this information."

The RECEIPT Pages ("LAST PAGE"), are amended to add the following language:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

The following list reflects the status of the franchise registrations of the Franchisor in the states which require registration:

1. This proposed registration is effective in the following states: California, Hawaii, Illinois, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin
2. This proposed registration is or will shortly be on file in the following states: None
3. States which have refused, by order or otherwise, to register these franchises are: None
4. States which have revoked or suspended the right to offer the franchises are: None

States in which the proposed registration of these franchises has been withdrawn are: None

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

Exhibit G-5

ILLINOIS

Illinois Addendum to the Disclosure Document and Franchise Agreement

Illinois law governs the 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 form outside of the state of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

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

See the last page of this Exhibit G for your required signature.

[remainder of page blank]

Exhibit G-6

INDIANA

The first sentence of the first Risk Factor is amended to read as follows:

“INDIANA LAW IS CONTROLLING FOR INDIANA FRANCHISEES.”

ITEM 3 is amended by the addition of the following language to the original language that appears:

“Company is not involved in any pending arbitration and has not, during the ten (10) year period before the date of this Franchise Disclosure Document, been a party to any arbitration proceeding.”

ITEM 5 is amended by the addition of the following language to the original language that appears:

“Indiana law prohibits franchisors from requiring their franchisees to prospectively agree to a release, assignment, novation, waiver or estoppel that attempts to relieve any person from liability.”

ITEM 6 (“indemnification” reference) is amended by the addition of the following language to the original language as follows:

“(Indiana Code 23-2-2.7-1[5] prohibits this provision)”

ITEM 8 is amended by the addition of the following language to the original language that appears:

“Company retaining any rebates, commissions or other consideration paid by suppliers will not apply to any Indiana franchisee as stated in Indiana Code, Title 23, Article 2, Chapter 2.7-1(4).”

ITEM 14 is amended by the addition of the following language to the original language that appears:

“If there is an alleged breach of Section 15, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information.”

ITEM 17(c) is amended by the addition of the following language to the original language that appears:

“(Indiana Code Title 23-2-2.7-(5) prohibits this provision)”

ITEM 17(m) is amended by the addition of the following language to the original language that appears:

“(Indiana Code Title 23-2-2.7-(5) prohibits this provision)”

ITEM 17(t) is amended by the addition of the following language to the original language that appears:

“(subject to Indiana law)”

ITEM 17(v) is amended by the addition of the following language to the original language that appears:

“(Indiana Code Title 23-2-2.7-1(10) prohibits this provision)”

ITEM 17(w) is amended by the addition of the following language to the original language that appears:

“(subject to Indiana law)”

Exhibit G-7

ITEM 17 is further amended by the addition of the following language to the original language that appears:

“Indiana law prohibits franchisors from requiring their franchisees to prospectively agree to a release, assignment, novation, waiver or estoppel that attempts to relieve any person from liability.”

“Company will not permit a franchise to sell or renew without good cause or in bad faith. However, Indiana law does not prohibit a Franchise Agreement from providing that the agreement is not renewable on expiration or that the agreement is renewable if you meet certain conditions specified in the agreement.”

“Unilateral termination of the franchise is not permitted under Indiana law if the termination is without good cause or in bad faith. Good cause within the meaning of Indiana law includes any material violation of the Franchise Agreement.”

“Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee’s reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.”

“You are not responsible for tortious claims from Company’s gross negligence or willful misconduct in the making of or causing of the changes necessary in Company’s protection of its Marks.”

“Indiana prohibits covenants not to compete in an area greater than the Area of Primary Responsibility; therefore, you agree to abide by the covenants not to compete terms within the Designated Territory as defined in this Franchise Agreement.”

“If there is an alleged breach of Sections 6 or 7 of the Franchise Agreement, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information.”

“Indiana prohibits the limitation of litigation brought for breach of the Franchise Agreement in any matter. Any terms, which designate jurisdiction or venue or require you to agree to jurisdiction or venue in a forum outside of Indiana is void concerning any cause of action, which is otherwise enforceable in Indiana. The Franchise Agreement and all related agreements will be interpreted and construed under the Indiana Franchise Laws, except to the extent governed by the United States Trademark Act of 1946.”

“If there is an alleged breach of Section 15, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information.”

“Despite anything to the contrary in this provision, the franchisee does not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Uniform Franchise Offering Circular.”

MARYLAND

The Franchise Disclosure Document and Franchise Agreement are amended to include the following modifications:

Exhibit G-8

All representations requiring prospective franchisees to assent to a release, estoppel or waive of liability 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.

The first sentence of the “Summary” section of ITEM 17(c) of the Franchise Agreement chart entitled Requirements for You to Renew or Extend is deleted in its entirety and the following is substituted in its place.

“You must be in good standing, including compliance with the Annual Revenue Per Capita Growth or capture Market Share requirement; notify CITY WIDE in writing 12 months before the Franchise Agreement expires that you want a Successor Term; perform all required maintenance, refurbishing, renovating, remodeling, and equipment upgrades at your expense; sign CITY WIDE’s then-current form of Franchise Agreement, which may differ from the terms of the Franchise Agreement; pay a successor fee of 50% of your Initial Franchise Fee; sign a mutual release of all claims you may have against CITY WIDE (CITY WIDE will mutually release you), except for claims arising under the Maryland Franchise Registration and Disclosure Law; and a general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law; and provide proof to CITY WIDE that you have the right to remain at your Location.”

The “Summary” sections of ITEM 17(v) and 17(w) entitled Choice of Forum and Choice of Law, respectively, are amended by the addition of the following language:

“, except for claims arising under the Maryland Franchise Registration and Disclosure Law (Section 14-216[25]), including the right to submit matters to the jurisdiction of the courts of Maryland.”

The following sentence is added to the end of Section 2.2.5 of the Franchise Agreement:

“Provided, however, that the general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Laws.”

The following sentence is added to the end of Section 4.1.2 of the Franchise Agreement:

“Provided, however, that the general release required as a condition of the refund shall not apply to any liability under the Maryland Franchise Registration and Disclosure Laws.”

The following sentence is added to the end of Section 13.4.6 of the Franchise Agreement:

“Provided, however, that the general release required as a condition of transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Laws.”

ITEM 17 of the Franchise Disclosure Document and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration & Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

ITEM 17 of the Franchise Disclosure Document is hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Laws.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 *et seq.*).

Sections 30.1 through 30.4 and 30.6 of the Franchise Agreement are hereby deleted in their entirety.

Exhibit G-9

Section 30.7 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

"NOTHING IN THIS AGREEMENT, OR ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS MADE IN THE FRANCHISE DISCLOSURE DOCUMENT, ITS EXHIBITS AND AMENDMENTS."

Exhibit I to the Franchise Disclosure Document, The Statement of Franchisee is hereby deleted in its entirety.

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

MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Minnesota Stat. Sec. 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee can be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent of the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding use of the name. Minnesota considers it unfair not to protect the franchisee's right to use the trademarks. Refer to Minnesota Stat. Sec. 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Stat. Sec. 80C.17, Subd. 5.

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

Exhibit G-11

NEW YORK

The following information is added to the cover page of the Franchise Disclosure Document:

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.

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.

1. 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.

2. 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.

Exhibit G-12

3. 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.

NORTH DAKOTA

ITEM 17 of the Franchise Disclosure Document and corresponding Sections of the Franchise Agreement are amended by the addition of the following language to the original language or deleted as indicated:

“Requirements for you to renew or extend” (ITEM 17(c) of the Franchise Disclosure Document, and Section 2.2 of the Franchise Agreement) are amended to include the following language: “The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.”

“Your obligations on termination/non-renewal” (ITEM 17(i) and Section 15 of the Franchise Agreement) are amended to read:

“the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney fees.”

“Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.”

E. “Choice of Forum” (ITEM 17(v) of the Franchise Disclosure Document and Section 29 of the Franchise Agreement) is amended with the following language:

“Any action will be brought in the appropriate state or federal court in North Dakota.”

The “Choice of Law” (ITEM 17(w) of the Franchise Disclosure Document and Section 29 of the Franchise Agreement) is amended to read as follows:

“This Agreement takes effect upon its acceptance and execution by Company in North Dakota.”

“Applicable Law” (Section 29 of the Franchise Agreement) is amended to read as follows:

29(a) shall be deleted and amended to read as follows:

“This Agreement takes effect upon its acceptance and execution by Franchisor in North Dakota.”

“Acknowledgements” (Section 30 of the Franchise Agreement) is amended by the addition of the following language to the original language that appears therein to read as follows:

“Franchisee acknowledges that Franchisee received a copy of this Agreement, the attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) days prior to the date on which this Agreement was executed.”

“Covenants” (Section 12 of the Franchise Agreement) is amended by the addition of the following language to the original language that appears therein:

“Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by 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 by any

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

Exhibit G-15

RHODE ISLAND

The “Renewal, Termination, and Dispute Resolution” (ITEM 17) is amended by the addition of the following language to the original language:

“§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.]”

ITEM 17(v) is amended as follows:

“This Section is invalid under Rhode Island General Law Section (19.28.1-4)”

ITEM 17(w) is amended as follows:

“This Section is invalid under Rhode Island General Law Section (19-28.1-14)”

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

SOUTH DAKOTA

The “Summary” section of ITEM 17(g) entitled “Cause” Defined - Defaults Which Can Be Cured, is deleted in its entirety and the following is substituted in its place:

“If you fail to pay any amounts due to us or our affiliates and do not cure the breach within 30 days’ notice from us, you have 30 days to cure any other default (except those defaults listed in (h)).”

The “Summary” section of ITEM 17(r) of the Franchise Disclosure Document and Section 12 of the Franchise Agreement are amended as follows:

“Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.”

The “Summary” sections of ITEMS 17(v) and 17(w) entitled Choice of Forum and Choice of Law, respectively, are amended by the addition of the following language:

“Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of any other state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.”

“Pursuant to SDCL 37-5B, any condition, stipulation or provision purporting to waive compliance with any provision of this chapter or any rule or order thereunder is void. Any acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter.”

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

Exhibit G-17

VIRGINIA

The Franchise Disclosure Document is amended as follows:

Pursuant to the Virginia Retail Franchising Act ("VRFA"), the FTC cover page is modified by adding the words "or grant" at the end of the third sentence in the third Section so it reads as follows:

"You must receive this disclosure document at least fourteen (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 or grant."

ITEM 17 is amended by striking the first Section and replacing it with the following language:

"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."

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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

ITEM 17(h) is amended by the addition of the following language:

"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 does not constitute "reasonable cause", as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

Pursuant to the VRFA, the ITEM 23 Receipts at Exhibit L are modified by adding the word "calendar" between the words "14" and "days" and the words "or grant" at the end of the second Section so each reads as follows:

"If City Wide Franchise Company Enterprises, LLC offers you a franchise, City Wide Franchise Company Enterprises, LLC must provide the Franchise Disclosure Document to you 14 calendar days (commencing the day after delivery of this Franchise Disclosure Document) before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale or grant."

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 by any

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

WASHINGTON

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of the arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring actions or proceedings arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likely void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provision contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgement may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for courts costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.20, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earning 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 for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitation is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** 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.
16. **Questionnaires and Acknowledgements.** No statement, questionnaire, or acknowledgement 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 franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties to hereby acknowledge receipt of this Addendum.

Dated _____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

WISCONSIN

“The State of Wisconsin has not reviewed and does not endorse, approve, recommend, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.”

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

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the ____ day of _____, 20____, and of the Franchise Disclosure Document.

DATED this ____ day of _____, 20____.

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC, FRANCHISOR

By: _____
Authorized Officer/Director

FRANCHISEE: _____

By: _____

Name: _____

Title: _____

Exhibit G-24



ATTACHMENT H TO THE FRANCHISE AGREEMENT
ACH RECURRING PAYMENT AUTHORIZATION FORM

Attachment H-1

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC

15230 W. 105th Terrace | Lenexa, Kansas 66219 | 913-888-7500

ACH RECURRING PAYMENT AUTHORIZATION FORM

Schedule your payment to be automatically deducted from your checking or savings account.

Just complete this form below to get started.

Here's How Recurring Payments Work:

1. You authorize regularly scheduled charges to your checking or savings account by filling out the information below.
 2. You will receive email notification with details of the payment due from CWF at least 3 business days prior to the payment being processed.
 3. The charge will appear on your bank statement as an "ACH Debit".
-

I, _____, authorize City Wide Franchise Company Enterprises, LLC to charge my bank account, indicated below, on or around the 20th of each month, for payment of my Royalties due as of the 10th of the current month and invoices dated in the prior month.

Company Name: _____

Billing Address: _____

Phone: _____

City / State / Zip: _____

Email: _____

Account Type:

_____ *Indicate Checking or Savings*

Name on Account: _____

Bank Name: _____

Account Number: _____

Routing Number: _____

Bank City / State: _____



Signature: _____

Date: _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify City Wide Franchise Company Enterprises, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that City Wide Franchise Company Enterprises, LLC may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$30 charge or the interest at the highest rate of interest then permitted by applicable law of the state where the Franchised Business is located for each day such amount is past due which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.

Attachment H-2



ATTACHMENT I TO THE FRANCHISE AGREEMENT

SBA ADDENDUM

Attachment I-1

ATTACHMENT I TO THE FRANCHISE AGREEMENT

SBA ADDENDUM

This SBA Addendum (“**Addendum**”) is entered into as of _____ (“**Effective Date**”) by CITY WIDE FRANCHISE COMPANY ENTERPRISES LLC, (“**CITY WIDE**”) and _____ (“**Franchisee**”).

WHEREAS, the parties have entered into a franchise agreement dated as of _____ (“**Agreement**”) for the operation of the franchised business identified therein (“**Franchised Business**”).

WHEREAS, Franchisee may apply for an SBA-guaranteed loan (“**SBA Loan**”), and the parties wish to amend the Agreement to reflect SBA-mandated requirements if an SBA Loan is granted.

NOW, THEREFORE, in consideration of the recitals above and the terms below, the parties acknowledge and agree:

1. CITY WIDE may exercise any option to purchase or right of first refusal (ROFR) with respect to a partial interest in the Franchised Business, only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.

2. If CITY WIDE’S consent is required for any transfer (full or partial) of the Franchised Business, CITY WIDE will not unreasonably withhold such consent.

3. If Franchisee owns the real estate where the Franchised Business is operating, Franchisee will not be required to sell the real estate upon default or termination of the Agreement, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

4. If Franchisee owns the real estate where the Franchised Business is operating, CITY WIDE has not and will not during the term of the Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants, or environmental indemnification, control or use restrictions. If any such restrictions are currently recorded against Franchisee’s real estate by CITY WIDE, they must be removed in order for Franchisee to obtain SBA financial assistance.

5. If Franchisee owns the real estate where the Franchised Business is operating, the right of CITY WIDE to assume Franchisee’s lease has not and will not during the term of the Agreement be recorded against the real estate and may not include any attornment language unless it is subordinated to any SBA financial assistance.

6. For other than regularly scheduled payments and payments otherwise authorized in the Agreement, CITY WIDE does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.

7. The Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business by requiring Franchisee to comply with quality, marketing, and operations standards that govern Franchisee’s use of CITY WIDE system of operations. Meaningful oversight includes the authority to:

Attachment I-2

- i. Approve the annual budget;
- ii. Have control over the bank accounts; AND
- iii. Have oversight over the employees of Franchisee operating the Franchise Business (who must be employees of Franchisee).

8. If CITY WIDE'S brand is removed from the SBA Franchise Directory, Franchisee acknowledges that it will not be eligible to apply for SBA financial assistance after such removal. Any such removal will not affect the validity of any SBA financial assistance to Franchisee already funded.

9. This Addendum is effective and incorporated into the Agreement only if Franchisee obtains an SBA Loan for the Franchised Business. If Franchisee does not obtain an SBA Loan for the Franchised Business, this Addendum is of no force or effect.

10. Miscellaneous.

(a) If any provision of this Addendum conflicts with the Agreement or any related agreement, this Addendum controls, but only to the extent necessary to establish SBA financial assistance eligibility.

(b) Except as expressly amended by this Addendum, all terms and conditions of the Agreement remain unchanged and in full force and effect.

(c) This Addendum may be executed in counterparts, including by electronic signature, each of which is an original and all of which together constitute one instrument.

{SIGNATURE PAGE IMMEDIATELY FOLLOWING}

IN WITNESS WHEREOF, the parties have duly signed and delivered this Addendum as of the Effective Date.

FRANCHISEE:

By: _____

Name/Title: _____

Date: _____

By: _____

Name/Title: _____

Date: _____

CITY WIDE:

By: _____

Name/Title: _____

Date: _____

ATTACHMENT J TO THE FRANCHISE AGREEMENT

SUCCESSOR ADDENDUM

This Successor Addendum to the Franchise Agreement ("**Successor Addendum**") is made and entered into on _____, between City Wide Franchise Company Enterprises, LLC, a Kansas limited liability company located at 15230 W. 105th Terrace, Lenexa, Kansas 66219 (**CITY WIDE**), and _____, a _____ formed/incorporated under the laws of _____ located at _____ ("**Franchisee**").

RECITALS

A. On or about _____, Franchisee entered into a Franchise Agreement, ("**Original Franchise Agreement**") with CITY WIDE's predecessor, City Wide Franchise Company, Inc., pursuant to which Franchisee operated a City Wide franchise ("**Franchised Business**") in the Designated Territory described in the Original Franchise Agreement. By virtue of a transfer and assignment, City Wide Franchise Company, Inc. transferred its rights, title and interest in Original Franchise Agreement to CITY WIDE.

B. Franchisee has notified CITY WIDE of its desire to obtain successor term to continue to use the System and Marks in the operation of a Franchised Business.

C. Pursuant to the rights granted in the Original Franchise Agreement, Franchisee is willing to enter into a new franchise agreement with Franchisor on the terms and conditions of Franchisor's current form of franchise agreement, as modified by this Addendum (the "**Successor Franchise Agreement**").

D. Franchisee has had a full and adequate opportunity to be advised thoroughly of the terms and conditions of the Successor Franchise Agreement, including this Successor Addendum, by legal counsel or other advisors, and has had sufficient opportunity to evaluate and investigate the System, the financial investment requirements and the business risks associated with operating the Franchised Business.

In consideration of the foregoing and the covenants and consideration below, Franchisee and CITY WIDE agree to amend the Successor Franchise Agreement as follows:

1. Term of Successor Agreement. **Sections 2.1 and 2.2** of the Successor Franchise Agreement are deleted and replaced with the following:

Term. This Agreement will take effect on the date of execution of this Successor Franchise Agreement ("**Effective Date**") and will expire exactly five (5) years after the Effective Date of this Agreement ("**Successor Term**"), unless earlier terminated according to Section 14 of this Agreement.

Subject to the terms of this Successor Franchise Agreement, Franchisee will have the opportunity to apply for successor five (5) year renewal terms at the end of each of the then-current terms. Franchisor's present intention is to offer renewal rights to franchisees at the end of each Successor Term and Franchisee expressly acknowledges and agrees that such renewal franchises will only be offered to franchisees who are in good standing and who meet Franchisor's then-current operational, financial, staffing, and brand standards for Franchisee's market.

2. Franchise Fees and Ongoing Payment Obligations of Franchisee. **Section 3.1** of the Successor Franchise Agreement is deleted in its entirety and replaced with the following:

(a) Successor Fee. Contemporaneously with Franchisee's execution of this Agreement, Franchisee must pay CITY WIDE a Successor Fee equal to \$_____ for the right to continue operating the Franchised Business in the Designated Territory. The Successor Fee will be deemed fully earned upon its payment and is non-refundable.

3. Technology Provisioning Fee. **Section 3.2** of the Successor Franchise Agreement is deleted in its entirety. Reference to the Technology Provisioning Fee in Section 3.1 is hereby deleted.

4. Proof of Sufficient Assets. **Section 3.3** of the Successor Franchise Agreement is deleted in its entirety.

5. Recurring Fees. The paragraph comprising **Section 3.7** of the Successor Franchise Agreement is deleted in its entirety and replaced with the following:

3.7 Recurring Fees. Beginning on the first day that the Franchised Business is open for business to the public and continuing through the Term of this Agreement, Franchisee must pay CITY WIDE the following recurring fees without offset, credit or deduction of any nature:

6. Franchise Fees and Ongoing Payment Obligations of Franchisee. **Section 3.7.1** of the Successor Franchise Agreement is deleted in its entirety and replaced with the following:

a. The greater of five percent (5%) of the Gross Sales or the minimum Royalty Fee ("**Minimum Royalty Fee**") of \$5,000 per month.

7. Accounting Services Fee. **Section 3.7.3** of the Successor Franchise Agreement is deleted in its entirety.

8. Business Development Services Fee. **Section 3.7.4** of the Successor Franchise Agreement is hereby deleted in its entirety.

9. Information Technology Services Fee. **Section 3.7.6** of the Successor Franchise Agreement is hereby deleted in its entirety.

10. Duties and Covenants of Franchisor And Training. **Section 4.1** of the Successor Franchise Agreement is deleted in its entirety and replaced with the following:

(a) Training. Prior to or during the Initial Term, CITY WIDE's required mandatory initial training programs for three people: (1) Franchisee (or if Franchisee is not a natural person, for one (1) shareholder, partner, or officer of Franchisee as designated by Franchisee and approved by CITY WIDE) and two (2) other people of the Franchised Business in the Designated Territory. CITY WIDE may also make available such other required or optional training programs as CITY WIDE deems necessary and appropriate. CITY WIDE will provide such additional training, including training for substitute trainees pursuant to Section 7.14 of this Agreement, at Franchisee's expense. CITY WIDE will conduct such training programs at locations CITY WIDE may designate, and Franchisee must pay all travel, lodging, and other

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expenses incurred by the trainees in attending such initial and subsequent training programs.

(i) At all times Franchisee must employ trained individuals. If Franchisee designates new or additional managers, outside salespersons or quality-control persons who have not completed an initial training program, CITY WIDE may require and provide training to such persons to the extent that CITY WIDE can reasonably accommodate such managers in its regularly scheduled training course. Franchisee will be responsible for all expenses Franchisee or Franchisee's trainees incur to attend such training. CITY WIDE will be under no obligation to provide individual training to Franchisee's managers, outside sales persons, or quality-control persons, but if such training is provided, it shall be Franchisee's responsibility to pay \$330 - \$750 per person per day for such training, in addition to the expenses incurred by Franchisee's trainees to attend such training.

(ii) CITY WIDE from time to time may provide and may require that previously trained and experienced franchisees, their managers and/or designated employees attend and successfully complete refresher training programs or seminars to be conducted at CITY WIDE's home office, or at such location CITY WIDE has designated. Franchisee will be solely responsible for the expenses to attend such refresher training programs or seminars; provided, however, that attendance will not be required at more than two (2) such programs in any calendar year and will not collectively exceed four (4) calendar days in duration during any calendar year.

11. On-Site Assistance and Supervision. The second sentence of **Section 4.2** of the Successor Franchise Agreement is deleted in its entirety.

12. Franchised Business Location and Signs. The first sentence of **Section 6.3** of the Successor Franchise Agreement is deleted and replaced with the following:

Franchisee shall maintain an office for the Franchised Business ("**Office**") within the Designated Territory.

13. Standards of Operation. **Section 7.1** of the Successor Franchise Agreement is deleted and replaced with the following:

(a) Permits and Certification. Franchisee shall obtain and maintain all appropriate permits, licenses and/or approvals from the appropriate government authorities which may be required to operate Franchisee's Franchised Business within the Designated Territory.

14. Standards of Operation. **Section 7.2** of the Successor Franchise Agreement is deleted and replaced with the following:

(b) Proof of Permits and Certification. Before executing this Agreement, Franchisee will, at Franchisee's expense, furnish CITY WIDE, for its approval, the following:

Attachment J-3

(i) Copies of all permits and certifications as may be required for the lawful operation of the Franchised Business, together with copies of any building inspection reports and certifications from all governmental authorities having jurisdiction over the Designated Territory and the Franchised Business showing that all necessary permits have been obtained and that all requirements for operation have been met.

15. Standards of Operation. The first sentence of **Section 7.14** of the Successor Franchise Agreement is amended by deleting the following language:

, including but not limited to the initial training referred to in Section 4.1 of this Agreement

16. Capitalized Terms. Capitalized terms not otherwise defined in this Successor Addendum shall have the same meaning as in the Successor Franchise Agreement.

17. Addendum Binding. This Successor Addendum will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns.

18. No Further Changes. Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Successor Franchise Agreement will remain in full force and effect as originally written and signed.

19. Franchisee-Specific Addendum; Non-Assignable. The terms and conditions of this Successor Addendum are unique to Franchisee and have been negotiated based on Franchisee's specific circumstances. Accordingly, the provisions of this Successor Addendum may not be assigned or transferred under any circumstances.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

**CITY WIDE FRANCHISE COMPANY
ENTERPRISES, LLC**

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attachment J-4



**ATTACHMENT K TO THE FRANCHISE AGREEMENT
BUSINESS DEVELOPMENT SERVICES AGREEMENT**

Attachment K-1

**ATTACHMENT K TO
FRANCHISE AGREEMENT
CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC

BUSINESS DEVELOPMENT SERVICES AGREEMENT**

This Business Development Services Agreement (“**Agreement**”) dated _____ is entered into by and between City Wide Franchise Company Enterprises, LLC (“**City Wide**”) and _____ (“**Franchisee**”) (City Wide and Franchisee, collectively “**Parties**” or individually “**Party**”).

RECITALS

- A. City Wide and Franchisee are parties to that certain Franchise Agreement dated _____ (“**Franchise Agreement**”), pursuant to which Franchisee is granted the right to operate a City Wide franchise in the Designated Territory, as defined in the Franchise Agreement (“**Franchised Business**”).
- B. Franchisee desires to enlist the Services (defined below) of City Wide’s Business Development Center for the purpose of assisting in the prospecting and developing the local City Wide brand.
- C. City Wide desires to provide said Services to Franchisee and Franchisee wishes to engage City Wide to provide said Services, subject to the terms and conditions of this Agreement.

In consideration of the foregoing premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

AGREEMENT

1. Services. Subject to the terms of this Agreement and based on the information provided to City Wide by Franchisee, City Wide agrees to provide various business development services to Franchisee, pursuant to the selected package on the attached Business Development Services Packages (“**Exhibit A**”) attached hereto and made a part hereof (collectively, “**Services**”).

2. Term and Termination. The term of this Agreement will commence on the first day of the grand opening week (“**Open Date**”). The term shall be for twelve (12) months, (“**Initial Term**”), from the Open Date, and shall automatically renew in six (6) month increments (“**Renewal Term**”) unless you provide advanced written notice to City Wide, as stated in Section 13, a minimum of sixty (60) days prior to the expiration of the current term (“**Requisite Notice Period**”), whether it be an Initial Term or a Renewal Term. You will be responsible to pay for Services during the Requisite Notice Period.

3. Pricing. The fee structure (“**Business Development Fee**”) for the Services is as set forth on Exhibit A and shall be paid via ACH monthly electronic withdrawal pursuant to the monthly payments due and payable in connection with the Franchise Agreement.

4. Independent Contractor. It is understood and agreed by Franchisee that this Agreement and the provision of Services hereunder by City Wide does not create a fiduciary relationship between them,

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that the Parties will be independent contractors, and that nothing in this Agreement is intended to make either party a general or special agent, joint venture, partner or employee of the other for any purpose.

5. Results. City Wide does not guarantee results or a certain number of appointments, followers, leads or sales. Results are enhanced with regular communication between Franchisee or Franchisee's sales executive and the City Wide Business Development Center.

6. Process. Upon execution of this Agreement, the following process is initiated:

- a. Business Development Center will assign personnel and the team will meet with Franchisee to discuss kickoff of the program. The team will meet regularly with the Franchisee to discuss progress.
- b. Franchisee provides information on their territory and additional information, such as services or vertical markets they wish to not pursue.
- c. Business Development Specialist is trained for five (5) days – if applicable.
- d. Access to the franchisee's CRM, Emfluence, HubSpot and City Wide Social accounts are set up as necessary to provide services.
- e. Activities are completed based on the package selected to set appointments or generate incoming leads for the prospective Client.
- f. When an appointment is set, or a lead is created, via marketing activity, the Prospect's information along with appointment date and time (if applicable) are immediately provided to Franchisee with a lead record created in CRM.
- g. Franchisee or assigned staff member attends any appointment set with prospect, or places calls to follow up on the marketing lead and,
- h. Updates are provided on the lead in CRM, by converting it to an opportunity, providing the quote, and eventually marking the opportunity as won (or lost) in CRM.
- i. City Wide may change the personnel assigned to your account at any time for any reason, so long as the Services are unchanged and uninterrupted. If the personnel assigned to your location is unavailable to cover your Services, another Business Development Specialist will be assigned to cover that portion, or you will not be billed for that time.

7. Indemnification. Either Party shall indemnify and hold harmless the other Party from any third party claims, damages, or losses arising out of its breach of this BDC Agreement or negligence. Franchisee will indemnify, defend and hold harmless City Wide and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns and affiliates (collectively "**City Wide Indemnities**") from and against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs, including City Wide Indemnities' reasonable attorney's fees and in-house counsel fees, arising out of or based on any claim, action, judicial proceeding, administrative proceeding,

Attachment K-3

personal injury or damage to real or personal property brought or threatened in connection with City Wide's provision of Services, or otherwise related to or arising out of any breach of this Agreement by City Wide. City Wide will indemnify and hold Franchisee and its employees or agents ("**Franchisee Indemnities**") harmless from and against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs, including Franchisee Indemnities' reasonable attorney's fees, arising out of or based on any claim, action, judicial proceeding, administrative proceeding, personal injury or damage to real or personal property brought or threatened as a result of any negligence or willful misconduct by City Wide. All such indemnification will survive termination or expiration of this Agreement.

8. Applicable Law and Attorney's Fees. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas. Any action brought to enforce this Agreement, or any right granted in this Agreement will be brought in accordance with the dispute resolution provisions contained in the most current form of the Franchise Agreement between the Parties.

9. Severability. If any court of competent jurisdiction find any provision of this Agreement to be unenforceable or invalid, then the provision will be ineffective to the extent of the Court's finding, without affecting the enforceability or validity of this Agreement's remaining provisions.

10. Waiver. Upon a party's breach or default hereunder, the other party's failure, whether single or repeated, to exercise a right hereunder, will not be deemed to be a waiver of that right as to any future breach or default.

11. No Representations or Warranties. Neither City Wide nor any of its affiliates makes any representations or warranties with respect to the Services or otherwise and each of such persons hereby disclaims all warranties, express or implied.

12. Survival. Any terms of this Agreement that by their nature extend beyond its termination or expiration will remain in effect until fulfilled and apply to respective successors and permitted assignees.

13. Notice. Notice shall be in writing and deemed given when sent by email and acknowledged by the intended recipient below:

If to Franchisor:

To: City Wide Franchise Company Enterprises, LLC
Attn: Legal Department
Email: cwflegal@gocitywide.com
Cc : marketing@gocitywide.com

If to Franchisee:

To: ZEE ENTITY NAME
Attn: NAME,
Email:

14. Force Majeure. City Wide shall not be liable for delays or failure in performance due to events beyond its reasonable control. Performance will be excused only for the duration to the force majeure event.

Attachment K-4

15. Assignment. City Wide may sell, transfer, or assign this Agreement at any time and thereby be released from any further obligations to Franchisee. Franchisee may not sell, transfer, or assign Franchisee's rights to this Agreement without the prior written consent of City Wide.

16. Entire Agreement. This BDC Agreement contains the Parties' entire agreement with respect to the subject matter included and supersedes all prior understandings, both oral and written. This BDC Agreement may not be amended or modified except with the written consent of an authorized representative of both Parties.

The Parties hereby acknowledge and agree to all the terms hereinabove and have executed and delivered this Agreement on the day and year first written above.

CITY WIDE:

FRANCHISEE:

**CITY WIDE FRANCHISE COMPANY
ENTERPRISES, LLC**

ENTITY NAME
d/b/a City Wide Facility Solutions – LOCATION

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attachment K-5

EXHIBIT “A”
Business Development Services
FOUNDATIONS PACKAGE

Franchisee: _____

Initials: _____

DBA: _____

For packages that have PPC advertising included, they will pay the ad fees directly to Google via a CC set up with google.
Parties agree to modify pricing as needed with the selected Services upon thirty (30) days’ notice.

	Foundations Package
Price	\$3,500
Data	Database records updated as campaigns occur
Advertising	NOT INLCUDED (Available add on: Google PPC advertising (\$1,000/month spend)
Multi-channel lead generation	Grand opening campaign Appointment setting on centralized marketing leads
Outbound prospecting	Regular biz dev strategy discussions Segmented outbound calling Intent triggered calling Email prospecting cadences
Preferred account appointment setting	Preferred account campaign custom HubSpot landing pages
Social Posting	12 posts per month w/ quarterly results review
SEO	Rep. Management
Creative	Welcome Kit Grand Opening announcements
PR	New Franchise announcement Local PR Checklist for New Zees

Attachment K-6

EXHIBIT “B”
Business Development Services
COMMISSION AND BONUS TABLE

Franchisee: _____

Initials: _____

DBA: _____

Result	Bonus	Commissions if sold
JS Appointment	\$40 - per appointment	5% first month revenue
JS Appointments greater than 10 per month	\$50 bonus – One Time	N/A
OS Appointment	\$40 - per appointment	3% of revenue
OS Appointments greater than 10 per month	\$50 bonus – One Time	N/A
Sale of account over \$10,000	N/A	Additional 2% first month revenue

Attachment K-7



ATTACHMENT L TO THE FRANCHISE AGREEMENT

ACCOUNTING SERVICES AGREEMENT

ATTACHMENT L TO
FRANCHISE AGREEMENT
CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC
FRANCHISE ACCOUNTING SERVICES AGREEMENT

This Franchise Accounting Services Agreement (“**Agreement**”) dated _____ is entered into by and between City Wide Franchise Company Enterprises, LLC (“**City Wide**”) and _____ (“**Franchisee**”) (City Wide and Franchisee, collectively “**Parties**” or individually “**Party**”).

RECITALS

- A. City Wide and Franchisee are parties to that certain Franchise Agreement dated _____ (“**Franchise Agreement**”), pursuant to which Franchisee is granted the right to operate a City Wide franchise in the Designated Territory, as defined in the Franchise Agreement (“**Franchised Business**”).
- B. Franchisee desires to enlist the Services (defined below) of City Wide’s Accounting Services Department for the purpose of assisting in the financial reporting, bookkeeping, collecting, and budgeting, among other services, for the benefit of Franchisee and the Franchised Business.
- C. City Wide desires to provide said Services to Franchisee and Franchisee wishes to engage City Wide to provide said Services, subject to the terms and conditions of this Agreement.

In consideration of the foregoing premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

AGREEMENT

1. Services. Subject to the terms of this Agreement and based on the information provided to City Wide by Franchisee, City Wide agrees to provide the accounting and financial services to Franchisee, pursuant to the selected accounting package and/or selected accounting services on the attached Accounting and Financial Services Packages (“**Exhibit A**”) attached hereto and made a part hereof (collectively, “**Services**”). The provision of Services by City Wide will in no way imply or be interpreted as if City Wide is in any way responsible for Franchisee’s debts, obligations and other liabilities. It is understood by Franchisee that, in the event there is not sufficient cash flow to meet Franchisee’s financial obligations, City Wide is in no way obligated to contribute funds to Franchisee’s account nor pay Franchisee’s financial obligations.
2. Initial Term. The Term of this Agreement shall be one of the following three options:
- a. New. The term of this Agreement will commence on the first day of the grand opening week (“**Open Date**”).
 - b. Existing. Thirty (30) days after receipt of three (3) complete billing cycles, if the Franchised Business is already open prior to the Effective Date; or
 - c. Interim. As agreed to and described in the attached Exhibit B – Scope of Work,

All the above Terms will continue for a period of twelve (12) months, from the Open Date, unless otherwise agreed to in writing among the Parties, or terminated sooner in accordance with Section 3 of this Agreement (“**Initial Term**”). This Agreement will renew automatically for a period of six (6) months

(collectively, each six month term, “**Successor Term**”), unless terminated in accordance with Section 3 of this Agreement.

3. Termination. Unless otherwise agreed to by the Parties, at any time after the Initial Term, Either Party may terminate this Agreement by providing at least sixty (90) days advanced written notice (“**Requisite Notice Period**”) to the other Party. Should the franchisee not provide a minimum of 90 days advanced written notice, they will be responsible for payment of the monthly fee for the Requisite Notice Period

4. Pricing. The fee structure (“**Accounting Services Fee**”) for the Services is as set forth on Exhibit A.

5. Independent Contractor. It is understood and agreed by Franchisee that this Agreement and the provision of Services hereunder by City Wide does not create a fiduciary relationship between them, that the Parties will be independent contractors, and that nothing in this Agreement is intended to make either party a general or special agent, joint venture, partner or employee of the other for any purpose.

6. Process. Franchisee will be solely responsible for providing City Wide with all requested and required documents, data, contracts, account information and access and other information and access reasonably requested by City Wide so that City Wide can provide the Services to Franchisee. City Wide will not be responsible for the production of inaccurate information, records and billings or any other financial reports if the data submitted by Franchisee is inaccurate.

7. Indemnification. Franchisee will indemnify, defend and hold harmless City Wide and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns and affiliates (collectively “**City Wide Indemnities**”) from and against any and all expenses, damages, taxes, claims, suits, losses, actions, judgments, liabilities and costs, including City Wide Indemnities’ reasonable attorney’s fees and in-house counsel fees, arising out of or based on any claim, action, judicial proceeding, administrative proceeding, personal injury or damage to real or personal property brought or threatened in connection with City Wide’s provision of Services, or otherwise related to or arising out of any breach of this Agreement by City Wide. City Wide will indemnify and hold Franchisee and its employees or agents (“**Franchisee Indemnities**”) harmless from and against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs, including Franchisee Indemnities’ reasonable attorney’s fees, arising out of or based on any claim, action, judicial proceeding, administrative proceeding, personal injury or damage to real or personal property brought or threatened as a result of any negligence or willful misconduct by City Wide. All such indemnification will survive termination or expiration of this Agreement.

8. Applicable Law and Attorney’s Fees. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas. Any action brought to enforce this Agreement, or any right granted in this Agreement will be brought in accordance with the dispute resolution provisions contained in the most current form of the Franchise Agreement between the Parties. Should either party institute or participate in a legal or equitable proceeding against the other seeking to enforce or interpret this Agreement, the non-prevailing party in the proceeding will pay the prevailing party’s costs (whether by final judgment or out of court settlement), expert and professional fees, and attorney’s fees, including reimbursement of in-house counsel expenses at a reasonable rate comparable to fees generally charged in the legal community for outside counsel, and all costs and fees on appeal. Said obligation of the non-prevailing party will be deemed to accrue on the date of commencement of such proceedings.

9. Severability. If any court of competent jurisdiction find any provision of this Agreement to be unenforceable or invalid, then the provision will be ineffective to the extent of the Court’s finding, without affecting the enforceability or validity of this Agreement’s remaining provisions.

10. Waiver. Upon a party's breach or default hereunder, the other party's failure, whether single or repeated, to exercise a right hereunder, will not be deemed to be a waiver of that right as to any future breach or default.

11. No Representations or Warranties. Neither City Wide nor any of its affiliates makes any representations or warranties with respect to the Services or otherwise and each of such persons hereby disclaims all warranties, express or implied.

12. Survival. Any terms of this Agreement that by their nature extend beyond its termination or expiration will remain in effect until fulfilled and apply to respective successors and permitted assignees.

13. Notice. Any notice or report required or permitted by these terms and conditions will be deemed given if delivered by either party via email.

If to Franchisor:

To: City Wide Franchise Company Enterprises, LLC

Attn: Legal Department

Email: cwflegal@gocitywide.com

If to Franchisee:

To: ZEE ENTITY NAME

Attn: NAME

Email:

14. Force Majeure. City Wide shall not be liable for delays or failure in performance due to events beyond its reasonable control. Performance will be excused only for the duration to the force majeure event.

15. Assignment. City Wide may sell, transfer or assign this Agreement at any time and thereby be released from any further obligations to Franchisee. Franchisee may not sell, transfer or assign Franchisee's rights to this Agreement without the prior written consent of City Wide, which may be granted or denied.

16. Entire Agreement. This Agreement contains the Parties' entire agreement with respect to the subject matter included and supersedes all prior understandings, both oral and written. This Agreement may not be amended or modified except with the written consent of an authorized representative of both Parties.

The Parties hereby acknowledge and agree to all the terms hereinabove and have executed and delivered this Agreement on the day and year first written above.

CITY WIDE:

**CITY WIDE FRANCHISE COMPANY
ENTERPRISES, LLC**

By: _____

Name: _____

Title: _____

FRANCHISEE:

**ENTITY NAME
d/b/a City Wide Facility Solutions – Territory**

By: _____

Name: _____

Title: _____

EXHIBIT “A”
Accounting Services and Fees

*Pricing: Subject to be changed based upon revenue and business growth needs, as agreed by the Parties. **

Initials: _____

Standard Monthly Accounting Full Services Package	\$2,500
Perform Bank Reconciliation	X
Perform Balance Sheet Reconciliations	X
Bill Contracts	X
Bill Extra Charges	X
Bill Supply Items	X
Close Monthly Financials	X
Processing AP Checks	X
Processing IC Paychecks	X
Add New Supply Items	X
Perform Credit Card Reconciliations	X
Process End of Year CPA Entries	X
Post Accounts Payable Invoices	X
Process Cash Receipts	X
Process Credit Card Transactions	X
Post Manual Checks	X
Provide General Liability / Work Comp Audit Assistance	X
Administrate New Customer Management in BC	X
Administrate New Vendor Management in BC	X
Send Customer Statements (includes finance charges, if applicable)	X
Upload Invoices to Customer Portals	X
Provide Sales Tax Reporting	X
Provide Forecasting/Budgeting Assistance	X
Perform Periodic Business/Financial Review with Owner	X
Record Payroll in BC	X

Additional Accounting Services Available* (Per Location, as agreed on attached Scope of Work)	
Process Year End 1099s	
Perform A/R Collections Services	
Provide Controller / CFO Consulting Services	
File State/Local Sales Tax (varies by state/locality)	
Perform Forensic Accounting Services	
Provide Payroll Services	
Provide Training Services for Zee’s Accounting Staff	
Perform Forecasting and Budgeting	

* = Parties agree to modify Pricing as needed associated with the selected Services upon thirty (30) days’ notice.

+ = If Franchisee wishes for City Wide to engage in collections activities, the Parties will establish guidelines for collection activity and when write-off of delinquent accounts is appropriate.

EXHIBIT “B”

Accounting Services – Scope of Work

ENTITY NAME

TERRITORY NAME

Initials: _____

Project Specific Pricing: \$_____ / per month / per location

Services Include all of the below:

Attachment L-6



ATTACHMENT M TO THE FRANCHISE AGREEMENT

IT As A SERVICE AGREEMENT

IT As A SERVICE AGREEMENT

This IT As A Service Agreement (“**Agreement**”) is made and entered into on _____, (“**Effective Date**”), by and between City Wide Franchise Company Enterprises, LLC (“**City Wide**”) and _____ (“**Franchisee**”) (City Wide and Franchisee, collectively “**Parties**” or individually “**Party**”).

RECITALS

A. City Wide and Franchisee are parties to that certain Franchise Agreement dated _____ (“**Franchise Agreement**”), pursuant to which Franchisee is granted the right to operate a City Wide franchise in the Designated Territory, as defined in the Franchise Agreement (“**Franchised Business**”).

B. City Wide designed a certain compilation of computer software (the “**Software**”) to install on hardware, such as a laptop, for use in the operation and management of your Franchised Business (such Software and hardware collectively, “**Technology System**”). The Technology System may include components licensed to City Wide or to Franchisee directly by third parties (“**Suppliers**”).

C. City Wide has the knowledge and experience to provide Franchisee with desktop monitoring, troubleshooting assistance, software updates and other technology-related assistance (“**IT Services**”) to support the efficiency of your Technology Systems.

D. Franchisee desires to obtain the Technology Systems from City Wide and to retain City Wide to provide said services, subject to the terms and conditions of this Agreement.

In consideration of the foregoing premises and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

AGREEMENT

1. Technology System. Once the Franchise Agreement is fully executed, City Wide will provide Franchisee with the number of Technology Systems that Franchisee will need to operate its Franchised Business based upon the number of employees Franchisee hires. The following conditions will apply to Franchisee’s use of the Technology System:

a. Software will be installed and configured by City Wide or its designated representatives on the hardware components of the Technology System. All maintenance, updates and repair of the Software shall be provided by City Wide. Franchisee will maintain an internet connection to each Technology System to facilitate updates, revisions support and access by City Wide to the Software and for data exchange between City Wide and Franchisee. Franchisee will also be responsible for ensuring a proper environment and proper utilities for the hardware components of the Technology Systems on which the Software will operate.

b. Franchisee acknowledges and agrees to use the utmost care to safeguard the Software and hardware.

c. The Software is provided as a single compiled product and may not be disassembled or used in any manner other than as integrated into the Technology System.

d. City Wide will have a reasonable right at all times to access the Technology System and to retrieve, analyze and use all data in the files of Franchisee for the explicit

Attachment M-2

purposes of maintaining the Technology System or directly supporting the Franchisee's business.

e. City Wide reserves the right to add, delete or modify any specific software programs comprising the Software which are necessary for the operation of the Technology Systems. City Wide is the Systems Administrator and retains control of any and all applications

f. During the term of this Agreement, City Wide will provide IT Services to the Franchised Business (including employees) including answering Franchisee's reasonable questions about access to and operation of the Technology System by e-mail, or in written and/or electronic documents.

g. IT Services will include minor Software upgrades and modifications; provided, however, City Wide reserves the right to determine when major upgrades or modifications are necessary and shall have the right to charge Franchisee a reasonable fee for the same. If City Wide determines that a major upgrade or modification is necessary, Franchisee shall implement the Software change in a manner and time designated by City Wide.

h. City Wide will be responsible for issuing and maintaining all security and access passwords and will issue and change such access upon Franchisee's reasonable request. City Wide shall unreasonably not deny Franchisee access to the system or their data.

i. Franchisee will exert its best efforts to protect each Technology System against a cyber event including any claims related to data breach, identify theft or theft of personal information ("**Cyber Event**"). If a Cyber Event occurs, City Wide reserves the right, but shall not have any obligation, to perform and/or control and/or cause its third-party consultants to perform and/or control all aspects of the response to the Cyber Event including, without limitation, the investigation, containment and resolution of the Cyber Event and all communications. City Wide's control of the response to a Cyber Event shall not create any liability for City Wide or additional rights for Franchisee, entitle Franchisee to damages or relieve Franchisee of Franchisee's indemnification obligations under Section 9. Franchisee shall reimburse City Wide for all of City Wide's out-of-pocket costs and expenses incurred in responding to and remedying any Cyber Event if such Cyber Event is conclusively determined to have been caused solely by Franchisee or directly related to Franchisee's Franchised Business operations.

j. Franchisee shall at all times be compliant with applicable laws regarding data privacy, data security and security breaches. Franchisee shall obtain advice from Franchisee's own legal and security consultants to ensure that Franchisee operates the Franchised Business at all times in full compliance with the data security safeguards.

2. Term. The term of this Agreement will commence on the first day of the grand opening week ("**Open Date**"), and will continue for a period of thirty-six (36) months from the Open Date, unless terminated sooner in accordance with this Agreement or the Franchise Agreement ("**Initial Term**"). This Agreement will renew automatically for a period of twelve (12) months (collectively, each twelve month term, "**Renewal Term**"), unless terminated in accordance with Section 3 of this Agreement.

Attachment M-3

3. **Termination.** The term shall be for thirty six (36) months, (“**Initial Term**”) and shall automatically renew in twelve (12) month increments (“**Renewal Term**”) unless you provide advanced written notice to City Wide, a minimum of sixty (60) days prior to the expiration of the current term (“**Requisite Notice Period**”), whether it be an Initial Term or a Renewal Term. You will be responsible to pay for Services during the Requisite Notice Period.

4. At any time after the Initial Term, either Party may terminate this Agreement upon providing six (6) months’ prior written notice to the other Party, with the termination effective as stated in the notice, but in no event earlier than six (6) months. City Wide will have the right, without incurring any liability to Franchisee, by notice in writing effective when given, to terminate this Agreement in the event the Franchise Agreement is terminated. All costs of implementation of transition of termination shall be borne by Franchisee and billed in accordance with the pricing as set forth herein.

5. **Pricing.** Franchisee agrees to pay to City Wide the fee structure, as set forth on Exhibit A, attached hereto and incorporated herein, per month per Technology System (“**IT As A Service Fee**”). The IT As A Service Fee shall be paid in the same way Franchisee remits Royalties and other fees to City Wide and will vary based upon peripheral components selected. The IT As A Service Fee is per month per user and may be increased based upon City Wide’s then current published rates. The IT As A Service Fee and any other amounts due to City Wide hereunder shall be subject to the same late charges and interest as Royalties as set forth in the Franchise Agreement.

6. **Independent Contractor.** It is understood and agreed by Franchisee that this Agreement and the provision of IT Services hereunder by City Wide does not create a relationship other than as independent contractors between the Parties. Nothing in this Agreement is intended to make either party a general or special agent, joint venture, partner, or employee of the other for any purpose.

7. **Warranty.** City Wide does not represent or warrant to Franchisee, and expressly disclaims, any warranty that the Technology System is error-free or that the operation and use of the Technology System by Franchisee will be uninterrupted or error-free. City Wide shall not have any obligation or liability for any expense or loss incurred by Franchisee arising from use of the Technology System in conjunction with any other computer software.

EXCEPT AS PROVIDED ABOVE, CITY WIDE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, AND EXPRESSLY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, OR CLAIM OF INFRINGEMENT.

8. **Limitation Of Liability.** IN NO EVENT SHALL CITY WIDE OR ANY OF ITS SUPPLIERS HAVE ANY LIABILITY TO FRANCHISEE OR ANY OTHER PERSON HEREUNDER FOR CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) RELATED TO THIS AGREEMENT OR RESULTING FROM FRANCHISEE’S USE OR INABILITY TO USE THE TECHNOLOGY SYSTEM, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE (EVEN IF CITY WIDE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES). FRANCHISEE AGREES THAT IN NO EVENT SHALL CITY WIDE OR SUPPLIERS’ LIABILITY HEREUNDER EXCEED THE AGGREGATE OF ALL AMOUNTS PAID TO CITY WIDE BY FRANCHISEE HEREUNDER.

Attachment M-4

9. Indemnification. Franchisee will indemnify, defend and hold harmless City Wide and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns and affiliates (collectively “**City Wide Indemnities**”) from and against any and all expenses, damages, taxes, claims, suits, losses, actions, judgments, liabilities and costs, including City Wide Indemnities’ reasonable attorney’s fees and in-house counsel fees, arising out of or based on any claim, action, judicial proceeding, administrative proceeding, personal injury or damage to real or personal property brought or threatened as a result of any negligence or willful misconduct by Franchisee, in connection with City Wide’s provision of IT Services, or otherwise related to or arising out of a Cyber Event. City Wide will indemnify and hold Franchisee and its employees or agents (“**Franchisee Indemnities**”) harmless from and against any and all expenses, damages, claims, suits, losses, actions, judgments, liabilities and costs, including Franchisee Indemnities’ reasonable attorney’s fees, arising out of or based on any claim, action, judicial proceeding, administrative proceeding, personal injury or damage to real or personal property brought or threatened as a result of any negligence or willful misconduct by City Wide. All such indemnification will survive termination or expiration of this Agreement.

10. Applicable Law and Attorney’s Fees. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas. Any action brought to enforce this Agreement, or any right granted in this Agreement will be brought in accordance with the dispute resolution provisions contained in the most current form of the Franchise Agreement between the Parties. Should either party institute or participate in a legal or equitable proceeding against the other seeking to enforce or interpret this Agreement, the non-prevailing party in the proceeding will pay the prevailing party’s costs (whether by final judgment or out of court settlement), expert and professional fees, and attorney’s fees, including reimbursement of in-house counsel expenses at a reasonable rate comparable to fees generally charged in the legal community for outside counsel, and all costs and fees on appeal. Said obligation of the non-prevailing party will be deemed to accrue on the date of commencement of such proceedings.

11. Severability. If any court of competent jurisdiction find any provision of this Agreement to be unenforceable or invalid, then the provision will be ineffective to the extent of the Court’s finding, without affecting the enforceability or validity of this Agreement’s remaining provisions.

12. Waiver. Upon a party’s breach or default hereunder, the other party’s failure, whether single or repeated, to exercise a right hereunder, will not be deemed to be a waiver of that right as to any future breach or default.

13. No Representations or Warranties. Neither City Wide nor any of its affiliates makes any representations or warranties with respect to the Services or otherwise and each of such persons hereby disclaims all warranties, express or implied.

14. Survival. Any terms of this Agreement that by their nature extend beyond its termination or expiration will remain in effect until fulfilled and apply to respective successors and permitted assignees.

15. Notice. Notice shall be in writing and deemed given when sent by email and acknowledged by the intended recipient below:

If to Franchisor:

To: City Wide Franchise Company Enterprises, LLC
Attn: Legal Department
Email: cwflegal@gocitywide.com

If to Franchisee:

ZEE ENTITY NAME
Attn: NAME
Email:

16. Force Majeure. City Wide shall not be liable for any delay or failure in performance due to events beyond its reasonable control. Performance will be excused only for the duration to the force majeure event.

17. Assignment. City Wide may sell, transfer, or assign this Agreement at any time and thereby be released from any further obligations to Franchisee. Franchisee may not sell, transfer, or assign Franchisee's rights to this Agreement without the prior written consent of City Wide, which may be granted or denied.

18. Entire Agreement. This Agreement contains the Parties' entire agreement with respect to the subject matter included and supersedes all prior understandings, both oral and written. This Agreement may not be amended or modified except with the written consent of an authorized representative of both Parties.

The Parties hereby acknowledge and agree to all the terms hereinabove and have executed and delivered this Agreement on the day and year first written above.

CITY WIDE:

FRANCHISEE:

**CITY WIDE FRANCHISE COMPANY
ENTERPRISES, LLC**

**ENTITY NAME
d/b/a City Wide Facility Solutions Territory**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Initials: _____

IT As A Service PREMIUM PACKAGE \$130 / per month / per user
Laptop(s) + Peripherals Kit (<i>billed at Market Price</i>)
Active Directory
Email
Email Backup / Recovery
Email Security (Barracuda)
Email Data Loss Prevention
Single Sign On
Self Service Password Reset
Office (Excel, Word, PowerPoint, etc.)
Teams
SharePoint
OneDrive
Multi-Factor Authentication
Remote Monitoring
Anti-Virus
Remote Software Deployment
Autopilot (Hardware Configuration)
Unlimited Desktop Support

(*) Parties agree to modify Pricing as needed associated with the IT Services, upon 30 days' written notice.



ATTACHMENT N TO THE FRANCHISE AGREEMENT

FORM OF GENERAL RELEASE

Attachment N-1

**ATTACHMENT N TO
FRANCHISE AGREEMENT**

**CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC
GENERAL RELEASE**

NAME OF FRANCHISEE: _____[entity name]_____

DBA NAME: _____

TERRITORY NAME: _____

TYPE OF TRANSACTION: _____[Successor/Renewal/Transfer/ Amendment]_____

This General Release (“**Release**”) made on _____, by and between CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC, a Kansas limited liability company and CITY WIDE FRANCHISE COMPANY, INC., a Kansas limited liability company both having their principal place of business at 15230 W. 105th Terrace, Lenexa, Kansas 66219 (collectively “**CITY WIDE**”), and each of the undersigned franchisee corporations/limited liability companies (jointly and severally, “**Franchisee**”) and transferees (“**Transferee**”), if applicable (Franchisee and Transferee, collectively, the “**Releasors**”). If the Releasors are corporations, or limited liability companies, then such defined term also means the shareholders, members, partners, or any other owners of that entity.

WITNESSETH:

WHEREAS, Franchisee acquired one or more franchises from CITY WIDE to open and operate one or more CITY WIDE businesses (the “**Franchised Business(es)**”) pursuant to the CITY WIDE Franchise Agreement(s) between CITY WIDE and Franchisee dated _____ (“**Franchise Agreement(s)**”);

WHEREAS, Franchisee is executing this Release as a condition of (check one):

_____ (1) Franchisee has elected to assign and transfer the Franchise Agreements and all Franchisee’s rights thereunder to Transferee in accordance with the terms of the Franchise Agreements;

_____ (2) Franchisor agreeing to enter into a successor Franchise Agreement with Franchisee;

_____ (3) Franchisor agreeing to enter into a renewal Franchise Agreement with Franchisee; or

_____ (4) Franchisor agreeing to amend the Franchise Agreement or waive any of its rights under the Franchise Agreement ((1), (2), (3) and (4), each, a “**Release Event**”); and

WHEREAS, CITY WIDE has agreed to consent to such Release Event on condition that, among other things, Franchisee execute this Release.

NOW, in consideration of the above, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisee and CITY WIDE hereby agree as follows:

1. Release. Releasors hereby absolutely and forever release and discharge CITY WIDE and its Related Parties (as defined below), from and against any and all Claims (as defined below) of Franchisee and/or Transferee arising out of or relating to (i) the offer, transfer, or sale of the Franchise Agreement(s); (ii) violations of any federal, state, and/or local laws, ordinances, rules, or regulation pertaining thereto; (iii) the business relationship between the Releasors and CITY WIDE and its Related Parties; CITY WIDE’s performance of its

obligations under the Franchise Agreement including, but not limited to, any action for breach of contract, fraud or misrepresentation, violation of any franchise laws or regulations, violation of any state or federal antitrust or securities laws or regulations, or violation of common law; (vi) any purchase of services or product from CITY WIDE or any of its Related Party; (v) or any fees paid by Releasors to CITY WIDE or any of its Related Party. **“Related Parties”** means predecessors, affiliates, agents, employees, successors, assigns, and their respective officers, directors, shareholders, heirs, executors, and representatives. **“Claims”** means any and all claims, proceedings, demands, causes of actions, rights to terminate and rescind, liabilities, losses, damages, and rights of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, at law or in equity, which the releasing party now has, owns or holds, at any time before this time ever had, owned or held, or at any time after this time has, owns or holds. Franchisee and Transferee hereby irrevocably covenant not to assert, or to initiate any suit or proceeding based in whole or in part upon any Claim released hereunder.

2. Covenant Not to Sue. The Releasors covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

3. Entire Agreement. This Release supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. This Release may not be amended except in a writing signed by all of the parties. No representations, warranties, agreements, or covenants have been made with respect to this Release, and in executing this Release, none of the parties is relying upon any representation, warranty, agreement, or covenant not set forth herein.

4. Acknowledgement. Each of the parties certifies to the other that it has read all of this Release and fully understands all of the same and that it has executed this Release after having had the opportunity to obtain legal advice as to such party’s rights from legal counsel of its choice.

5. Power and Authority. Each of the parties represents and warrants to the other that it has the full power and authority to execute this Release, and to do any and all things reasonably required hereunder. Nothing herein shall constitute an admission of any liability or wrongdoing by any party hereto.

6. No Assignment. Franchisee represents and warrants to CITY WIDE that it has not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the released matters which are called for to be released by this Release now or in the future, that it is aware of no third party who contends or claims otherwise, and that it shall not after this time purport to assign, transfer, or convey any such claim.

7. Choice of Law. This Release shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Kansas. If any legal action is necessary to enforce the terms and conditions of this Release, the parties hereby agree that any action sought to be brought by either party, shall be brought in the appropriate state or federal court covering Johnson County, Kansas with jurisdiction over the matter.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Release in multiple copies the day and year first above written.

ATTEST:

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC

By: _____

Name: _____

Title: _____

Date: _____

Attachment N-3

ATTEST:
CITY WIDE FRANCHISE COMPANY, INC.

By: _____
Name: _____
Title: _____
Date: _____

ATTEST/WITNESS:
FRANCHISEE: ENTITY NAME

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

OWNER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST/WITNESS:
TRANSFeree: ENTITY NAME

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

OWNER

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



EXHIBIT C

FRANCHISE DISCLOSURE DOCUMENT

CITY WIDE FRANCHISE COMPANY ENTERPRISES LLC

LIST OF FRANCHISE LOCATIONS AS OF DECEMBER 31, 2025

CITY WIDE FRANCHISE LOCATIONS AS OF DECEMBER 31, 2025

ALABAMA	Northern Alabama Maintenance LLC 6767 Old Madison Pike, Suite 292 Huntsville, AL 35806 Phone: 256-210-1919	Ken Miner Tim Spink Bubba Snider Kyle Naessig	kminer@gocitywide.com tspink@gocitywide.com bsnider@gocitywide.com knaessig@gocitywide.com	Huntsville
	MSM Holdings LLC 400 Century Park South, Suite 100 Birmingham, AL 35226 Phone: 205-536-6121	Ken Miner Tim Spink Bubba Snider	kminer@gocitywide.com tspink@gocitywide.com bsnider@gocitywide.com	Birmingham
ARIZONA	JONOCO LLC 730 E. Highland Avenue Phoenix, AZ 85040 Phone: 623-777-3521	Mike O'Donnell	modonnell@gocitywide.com	Phoenix East
	JONOCO LLC 730 E. Highland Avenue Phoenix, AZ 85040 Phone: 623-777-3521	Mike O'Donnell	modonnell@gocitywide.com	Phoenix West
	LYMI INC 8210 S. Nogales Highway Tucson, AZ 85710 Phone: 520-326-5480	Dave Petrash Trina Petrash Roxana Rivera Antonio Rivera	dapetrash@gocitywide.com tpetrash@gocitywide.com rrivera@gocitywide.com arivera@gocitywide.com	Southern Arizona
ARKANSAS	COMPLETE SOLUTIONS ARKANSAS LLC 214 S. 1 st Street, Suite 202 Rogers, AR 72756 Phone: 479-351-0331	Trevor Robinson Troy Wayman Mitch Wayman Luke Barrett	trobinsn@gocitywide.com twayman@gocitywide.com mwayman@gocitywide.com luke.barrett@gocitywide.com	NW Arkansas
CALIFORNIA	CWFSOC, LLC 2755 Bristol Street, Suite 280 Costa Mesa, CA 92626 Phone: 714-617-4063	Ryan Romero	rromero@gocitywide.com	Orange County South
	QTM FACILITY FUTURES LLC 2760 N. Bellflower Blvd, Suite 206 Long Beach, CA 90815 Phone: 562-688-9348	Sam Lee	slee@gocitywide.com	Southwest Los Angeles
	FMC FACILITY SOLUTIONS OF WEST LA LLC 5455 Willshire Blvd, Suite 1002 Los Angeles, CA 90036 Phone: 323-488-4410	Ian Hossfeld Sandro Romero	ihossfeld@gocitywide.com sromero@gocitywide.com	West Los Angeles
	CHESTER INVESTMENT, INC 3125 East Guasti Road Ontario, CA 91761 Phone: 909-367-2875	Michael Castillo	mcastillo@gocitywide.com	Inland Empire
	STIRLING COMMERCIAL SERVICES LLC 520 3 rd Street, Suite 200 Oakland, CA 94607 Phone: 510-853-7135	Japneet Kaur Ishmeet Singh	jkaur@gocitywide.com isingh@gocitywide.com	Oakland
	ZAZAI KAKAR FAMILY CORP 2941 Sunrise Blvd, Suite 249 Rancho Cordova, CA 95762 Phone: 916-623-4849	Housi Kakar	hkakar@gocitywide.com	Sacramento
	FMC FACILITIES SOLUTIONS LLC 8902 Activity Road, Suite A San Diego, CA 92126 Phone: 858-505-0202	Ian Hossfeld	ihossfeld@gocitywide.com	San Diego
	JANT MANAGEMENT INC 315 University Avenue Los Gatos, CA 95030 Phone: 408-212-7702	David Evan Lauren Evan	devan@gocitywide.com lauren.evan@gocitywide.com	San Jose
	BKA MANAGEMENT LLC 3591 Sacramento Drive, Suite 120 San Luis Obispo, CA 93401	Kali Ashdown Breck Ashdown	kashdown@gocitywide.com bashdown@gocitywide.com	Central Coast

	Phone: 520-439-0238			
	FAWKES CAPITAL CORP 2001 Clayton Road, Suite 200 Concord, CA 94520 Phone: 925-369-7171	David Fawkes	dfawkes@gocitywide.com	Mt. Diablo
	PINE FLAT RANCH, INC 1400 Dutton Avenue, Suite 9 Santa Rosa, CA 95401 Phone: 707-843-5499	Peter Holewinski	pholewinski@gocitywide.com	North Bay
	SHERMAN OAKS MAINTENANCE MGMT, LLC 15165 Ventura Blvd, Suite 405 Sherman Oaks, Ca 91403 Phone: 818-616-4469	Joe McNamara	hncbanara@gocitywide.com	Sherman Oaks
	CW SILICON VALLEY 1601 El Camino Real, Suite 303 Belmont, CA 94002 Phone: 650-282-3555	Evan McArthur Rob Ellis Mike Cann	Evan.mcarther@gocitywide.com rellis@gocitywide.com mcann@gocitywide.com	Silicon Valley (CW)*
COLORADO	BRAATA, INC 48 Inverness Court East, Suite 280 Englewood, CO 80112 Phone: 720-833-0300	Douglas Brown Scott Brown	dbrown@gocitywide.com sbrown@gocitywide.com	Colorado
CONNECTICUT	COMPLETE SOLUTIONS CONNECTICUT LLC 37 North Avenue, Suite 202 Norwalk, CT 06851 Phone: 203-957-8700	Trevor Robinson Carlos Loyola Joe Tramontano	trobinson@gocitywide.com cloyola@gocitywide.com jtramontano@gocitywide.com	Southwest Connecticut
	COMPLETE SOLUTIONS HARTFORD LLC 93 Deming Road, Suite C Berlin, CT 06037 Phone: 203-957-8700	Trevor Robinson Carlos Loyola Joe Tramontano	trobinson@gocitywide.com cloyola@gocitywide.com jtramontano@gocitywide.com	Hartford
DELAWARE	FACILITIES MANAGEMENT SOLUTIONS DELAWARE LLC 755 Walker Road, Suite A Dover, DE 19904 Phone: 302-526-2833	Tasheema Heyliger Alankato Cobb	theyliger@gocitywide.com acobb@gocitywide.com	Delaware
FLORIDA	TARPON COAST MANAGEMENT LLC 11220 Metro Parkway, Suite 20 Fort Myers, FL 33966 Phone: 239-789-1853	Jim Sperzel	jsperzel@gocitywide.com	Fort Myers
	NORTH FLORIDA BUILDING MAINTENANCE LLC 4131 Sunbeam Road Jacksonville, FL 32257 Phone: 904-737-4969	Cary Fourman	cfourman@gocitywide.com	Jacksonville
	TRCN HOLDINGS LLC 2 Park Circle SE, Suite B Fort Walton Beach, FL 32548 Phone: 850-460-5356	Tracy Lindsey Neal Starling Ryan Lacy Christian Starling	tlindsey@gocitywide.com nstarling@gocitywide.com rlacy@gocitywide.com cstarling@gocitywide.com	Gulf Coast
	CENTRAL FLORIDA FACILITIES MGMT, LLC 2600 Lake Lucien Drive, Suite 237 Maitland, FL 32751 Phone: 321-250-5600	Jay Watson	jwatson@gocitywide.com	Orlando
	ALLY FACILITY PARTNERS LLC 14411 Commerce Way, Suite 201 Miami Lakes, FL 33016 Phone: 305-974-3441	John Duffy	jduffy@gocitywide.com	Miami
	SOUTH FLORIDA COMMERCIAL FACILITY SOLUTIONS LLC 10 SE Central Parkway, Suite 420	Cary Fourman Nathan Johnson Evan Winans Rebecca Turner	cfourman@gocitywide.com njohnston@gocitywide.com ewinans@gocitywide.com rturner@gocitywide.com	Port St. Lucie

	Stuart, FL 34952 Phone: 772-347-3111			
	ALLY FACILITY SOLUTIONS LLC 8950 9 th Street North, Suite 103 St. Petersburg, FL 33702 Phone: 727-940-5873	Steve Howerton John Duffy	showerton@gocitywide.com jduffy@gocitywide.com	Tampa Bay
	CW SOUTH FLORIDA LLC 500 Gulfstream Blvd, Suite 108 Delray Beach, FL 33483 Phone: 561-742-3633	John O'Grady Rob Ellis	jogrady@gocitywide.com rellis@gocitywide.com	CW South Florida*
GEORGIA	CWF ENTERPRISES CORPORATION 3100 Breckinridge Blvd, Suite 526 Duluth, GA 30096 Phone: 770-939-6771	Jeremy Wood David Otis	jwood@gocitywide.com dotis@gocitywide.com	Atlanta East
	GROW ENTERPRISES INC 1290 Kennestone Circle, Suite A212 Marietta, GA 30066 Phone: 770-794-9550	David Otis Jeremy Wood	dotis@gocitywide.com jwood@gocitywide.com	Atlanta West
	GEORGIA CAROLINA PARTNERS LLC 6001 Chatham Center Drive, Suite 255 Savannah, GA 31405 Phone: 864-327-1751	Nick MacKinnon	nmackinnon@gocitywide.com	Savannah
IDAHO	CROSS FOX LLC 1206 N. Galleria Drive Nampa, ID 83687 Phone: 208-546-0982	Bob Bennett	bbennett@gocitywide.com	Idaho
ILLINOIS	HUGHES MAINTENANCE 2622 W. 83 rd Street Darien, IL 60561 Phone: 630-457-1120	Jim Hughes	jhughes@gocitywide.com	Illinois
	CITY WIDE FACILITY SOLUTIONS OF CHICAGOLAND 700 Cooper Court, Suite C Schaumburg, IL 60173 Phone: 312-623-6585	Kregg Barney	kbarney@gocitywide.com	Chicagoland
	XY ZILI HOLDINGS COMPANY 10257 W. Lincoln Highway Frankfort, IL 60423 Phone: 312-912-9693	Abraham Zelee	Abraham.zelee@gocitywide.com	Chicago Shores
	ILLINOIS CAROLINA PARTNERS LLC 620 Academy Drive, Suite A Northbrook, IL 60062 Phone: 847-239-5811	Rick Cobden Bobby Duncan	rcobden@gocitywide.com bduncan@gocitywide.com	Chicago North
INDIANA	CENTRAL INDIANA MAINTENANCE INC 5723 Birtz Road Indianapolis, IN 46216 Phone: 317-356-6606	Jeff Smith	jsmith@gocitywide.com	Indianapolis
	SD ASSOCIATES LLC 7557 West Jefferson Blvd Ft. Wayne, IN 46804 Phone: 260-687-7040	Jeff Smith Costa Demou John McMillen	jsmith@gocitywide.com cdemou@gocitywide.com jmcmillen@gocitywide.com	Fort Wayne
IOWA	COMPLETE SOLUTIONS IOWA LLC 4434 114 th Street Urbandale, IA 50322 Phone: 515-329-1499	Trevor Robinson Jason Cooper Troy Wayman	Trobinson@gocitywide.com jcooper@gocitywide.com twayman@gocitywide.com	Des Moines
KANSAS	CITY WIDE OF WICHITA LLC 151 S. Laura Wichita, KS 67211 Phone: 316-361-0331	Troy Wayman Mitch Wayman	twayman@gocitywide.com mwayman@gocitywide.com	Wichita

	CITY WIDE MAINTENANCE CO. ENTERPRISES LLC 15230 W. 105 th Terrace Lenexa, KS 66219 Phone: 913-888-5800	Rob Ellis	rellis@gocitywide.com	Kansas City*
KENTUCKY	GARDNER ENTERPRISES INC 7400 New La Grange Road, Suite 312 Louisville, KY 40222 Phone: 502-442-7004	Doug Gardner	dgardner@gocitywide.com	Louisville
	CENTRAL KENTUCKY MAINTENANCE LLC 2704 Old Rosebud Road, Suite 310 Lexington, KY 40509 Phone: 859-785-0411	Brent Degenhardt John Ruebel	bdegenhardt@gocitywide.com jruegel@gocitywide.com	Central Kentucky
LOUISIANA	FRERKING STAR ENTERPRISES LLC 4021 W. E Heck Court, Suite F1 Baton Rouge, LA 70816 Phone: 225-350-2201	Darren Frerking John Ellen	dfrerking@gocitywide.com jellen@gocitywide.com	South Louisiana
MARYLAND	AATC8 INC 4000 Blackburn Lane, Suite 100 Burtonsville, MD 20866 Phone: 240-786-5138	Matthew Carroll	mcarroll@gocitywide.com	DC West
	JDG MANAGEMENT CORP 600 Fairmount Avenue, Suite 200 Towson, MD 21286 Phone: 410-453-0311	Tom Grem	tgrem@gocitywide.com	Central Maryland
	DCET2 LLC 4000 Blackburn Lane Burtonsville, MD 20866 Phone: 240-786-5138	Tom Grem Matthew Carroll Chip Bjorklund	tgrem@gocitywide.com mcarroll@gocitywide.com chip.bjorklund@gocitywide.com	DC East
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	DREAM TEAM PARTNERS LLC 1873 Route 70 East, Suite 2D Cherry Hill, NJ 08003 Phone: 609-488-6683	Joshua Zoppell	jzoppell@gocitywide.com	Southern New Jersey
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* These are outlets operated by affiliates of Franchisor

FRANCHISE AGREEMENT SIGNED BUT OUTLET NOT YET OPENED

AS OF DECEMBER 31, 2025

CALIFORNIA	HUBBARD FACILITY SOLUTIONS, LLC N/A – no location yet City, state zip Phone: N/A – not yet	Jonathan Hubbard	jonathan.hubbard@gocitywide.com	Orange County North
	CHESTER INVESTMENTS II 3125 East Guasti Road Ontario, CA 91761 Phone: 909-367-2875	Michael Castillo Roy Hazan	mcastillo@gocitywide.com rhazan@gocitywide.com	Riverside
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EXHIBIT D

FRANCHISE DISCLOSURE DOCUMENT

CITY WIDE FRANCHISE COMPANY ENTERPRISES LLC

**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31,
2025**

**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
AS OF DECEMBER 31, 2025**

State	Company	Franchisee	Phone	Territory
UTAH *	BWT SOLUTIONS, INC 5505 South 900 East, Suite 225 Murray, UT 84114	Gerry Ogris	801-983-7474	Salt Lake City
NEW YORK **	MJB COMMERCIAL MGMT, LLC 280 Dobbs Ferry Road, Suite 209 White Plains, NY 10607	Mike Binz	315-889-3272	Westchester
SOUTH CAROLINA **	MACKEY AND SONS, INC 1404 Atlas Road, Suite A Columbia, SC 29209	Ben Mackey	803-713-4084	Columbia

*These outlets are purchased by Franchisor.

**Transfer to new owner



EXHIBIT E

FRANCHISE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS

Exhibit E-1

EXHIBIT E

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	California Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677	California Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles 90013-2344 1-866-275-2677
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 860-240-8230	Connecticut Banking Commissioner Same Address
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	Same
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 404-656-3790	Same
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722	Commissioner of Securities of the State of Hawaii Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 515-281-4441	Same

Exhibit E-2

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	Same
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 504-342-7013 (gen. info.) 504-342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Attorney General's Office Corporate Oversight Division Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101 651-539-1500	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, NE 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 Tele: 402-471-2171	Same
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641	Same
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH CAROLINA	Secretary of State's Office/Securities Division 2 South Salisbury Street Raleigh, NC 27601 919-733-3924	Secretary of State Secretary of State's Office Same Address

Exhibit E-3

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Insurance & Securities Dept 600 East Boulevard Avenue Bismarck, ND 58505-0510 701-328-2910	North Dakota Insurance Commissioner Same Address
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215 614-466-8831 or 800-282-0515	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	State of Rhode Island Department of Business Regulation 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 401-462-9527	Director, Rhode Island Department of Business Regulation Same address
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166	Same
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501 605-773-3563	Director of the South Dakota Division of Insurance, Securities Regulation Same Address
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769	Same
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804 TELE: 801-530-6601 FAX: 801-530-6001	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9 th Floor 1300 E. Main Street Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219 804-371-9733

Exhibit E-4

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
WASHINGTON	Department of Financial Institutions Securities Division P.O Box 41200 Olympia, WA 98504-1200 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

Exhibit E-5



EXHIBIT F

TO FRANCHISE DISCLOSURE DOCUMENT

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC

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Exhibit F-9

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EXHIBIT G

TO THE FRANCHISE DISCLOSURE DOCUMENT

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC

STATE SPECIFIC ADDENDA

Exhibit G-1

EXHIBIT G

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, and Statement of Franchisee.

CALIFORNIA

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

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

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

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

ITEM 1 is amended by the addition of the following language to the original language:

“Because you collect information from customers, it may contain personal information of individuals which is protected by law. You are also responsible for complying with all applicable current and future federal, state and local laws, regulations and requirements, including the California Consumer Privacy Act (as applicable), pertaining to the collection, protection, use, sale, disposal and maintenance of such personal information. Personal information includes information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, potential consumer, individual or household, as such term may be further defined or amended by applicable federal, state and local laws, regulations and requirements. You may also be required to comply with opt-in requirements on your website.”

ITEM 8 is amended by the addition of the following language to the original language:

“City Wide Franchise Company Enterprises, LLC and/or any of its subsidiaries, affiliates, parents agree that it has/or will obtain any required permits and licenses in the State of California to offer or provide the type of goods/services offered/listed in the FDD, and it hereby represents and undertakes to comply with any and all such licensing requirements.”

ITEM 13 is amended by the addition of the following language to the original language:

“We are aware of a company that is currently operating under the name “City Wide Maintenance Company” in the greater Los Angeles area and Orange County. This company provides painting

contractors to landlords, homeowners, and management companies. This company's right to use the City Wide name predates that of ours in the Los Angeles area and Orange County. To date this company has not objected to our use of the City Wide name in the Los Angeles area and Orange County, and we are not aware of any claims of consumer confusion, but we cannot promise you that this will not become an issue in the future."

ITEM 13 is further amended by deleting the first sentence in the fourth paragraph under the table of trademarks and replacing it with the following language:

"Other than the instance disclosed above, there are no infringing uses actually known to us that could materially affect your use of the Marks in this state or in any other state in which the Franchised Businesses are to be located.

ITEM 17 is amended by the addition of the following language to the original language:

The following language is added as a second section before the chart/columns.

THE FRANCHISE AGREEMENT REQUIRES FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON RENEWAL OR TRANSFER OF THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 PROVIDES THAT ANY CONDITION, STIPULATION OR PROVISION PURPORTING TO BIND ANY PERSON ACQUIRING ANY FRANCHISE TO WAIVE COMPLIANCE WITH ANY PROVISION OF THAT LAW OR ANY RULE OR ORDER THEREUNDER IS VOID.

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

The Franchise Agreement and the Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement and the Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement and the Development Agreement require binding arbitration. The arbitration will occur only in the State of Kansas with the costs being borne by Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement and development agreement restricting venue to a forum outside the State of California.

The Franchise Agreement and the Development Agreement require application of the laws of the State of Kansas. This provision may not be enforceable under California law.

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

Exhibit G-3

The Franchisor may: (1) terminate the Franchise Agreement; (2) grant additional franchises with a franchisee's designated area; and (3) reduce the size of a franchisee's Designated Territory if the franchisee fails to meet its Annual Gross Revenue Per Capita or capture Market Share.

The Franchisor reserves the right to establish alternative channels of distribution within Franchisee's exclusive territory.

ITEM 19 is amended by the addition of the following language to the original language under the "CAUTION" section:

"The earnings claims figures (i.e., Net Billings) do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or form franchisees, listed in the disclosure document, may be one source of this information."

The RECEIPT Pages ("LAST PAGE"), are amended to add the following language:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

The following list reflects the status of the franchise registrations of the Franchisor in the states which require registration:

1. This proposed registration is effective in the following states: California, Hawaii, Illinois, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin
2. This proposed registration is or will shortly be on file in the following states: None
3. States which have refused, by order or otherwise, to register these franchises are: None
4. States which have revoked or suspended the right to offer the franchises are: None

States in which the proposed registration of these franchises has been withdrawn are: None

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

ILLINOIS

Illinois Addendum to the Disclosure Document and Franchise Agreement

Illinois law governs the 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 form outside of the state of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

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

See the last page of this Exhibit G for your required signature.

[remainder of page blank]

Exhibit G-6

INDIANA

The first sentence of the first Risk Factor is amended to read as follows:

“INDIANA LAW IS CONTROLLING FOR INDIANA FRANCHISEES.”

ITEM 3 is amended by the addition of the following language to the original language that appears:

“Company is not involved in any pending arbitration and has not, during the ten (10) year period before the date of this Franchise Disclosure Document, been a party to any arbitration proceeding.”

ITEM 5 is amended by the addition of the following language to the original language that appears:

“Indiana law prohibits franchisors from requiring their franchisees to prospectively agree to a release, assignment, novation, waiver or estoppel that attempts to relieve any person from liability.”

ITEM 6 (“indemnification” reference) is amended by the addition of the following language to the original language as follows:

“(Indiana Code 23-2-2.7-1[5] prohibits this provision)”

ITEM 8 is amended by the addition of the following language to the original language that appears:

“Company retaining any rebates, commissions or other consideration paid by suppliers will not apply to any Indiana franchisee as stated in Indiana Code, Title 23, Article 2, Chapter 2.7-1(4).”

ITEM 14 is amended by the addition of the following language to the original language that appears:

“If there is an alleged breach of Section 15, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information.”

ITEM 17(c) is amended by the addition of the following language to the original language that appears:

“(Indiana Code Title 23-2-2.7-(5) prohibits this provision)”

ITEM 17(m) is amended by the addition of the following language to the original language that appears:

“(Indiana Code Title 23-2-2.7-(5) prohibits this provision)”

ITEM 17(t) is amended by the addition of the following language to the original language that appears:

“(subject to Indiana law)”

ITEM 17(v) is amended by the addition of the following language to the original language that appears:

“(Indiana Code Title 23-2-2.7-1(10) prohibits this provision)”

ITEM 17(w) is amended by the addition of the following language to the original language that appears:

“(subject to Indiana law)”

Exhibit G-7

ITEM 17 is further amended by the addition of the following language to the original language that appears:

“Indiana law prohibits franchisors from requiring their franchisees to prospectively agree to a release, assignment, novation, waiver or estoppel that attempts to relieve any person from liability.”

“Company will not permit a franchise to sell or renew without good cause or in bad faith. However, Indiana law does not prohibit a Franchise Agreement from providing that the agreement is not renewable on expiration or that the agreement is renewable if you meet certain conditions specified in the agreement.”

“Unilateral termination of the franchise is not permitted under Indiana law if the termination is without good cause or in bad faith. Good cause within the meaning of Indiana law includes any material violation of the Franchise Agreement.”

“Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee’s reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.”

“You are not responsible for tortious claims from Company’s gross negligence or willful misconduct in the making of or causing of the changes necessary in Company’s protection of its Marks.”

“Indiana prohibits covenants not to compete in an area greater than the Area of Primary Responsibility; therefore, you agree to abide by the covenants not to compete terms within the Designated Territory as defined in this Franchise Agreement.”

“If there is an alleged breach of Sections 6 or 7 of the Franchise Agreement, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information.”

“Indiana prohibits the limitation of litigation brought for breach of the Franchise Agreement in any matter. Any terms, which designate jurisdiction or venue or require you to agree to jurisdiction or venue in a forum outside of Indiana is void concerning any cause of action, which is otherwise enforceable in Indiana. The Franchise Agreement and all related agreements will be interpreted and construed under the Indiana Franchise Laws, except to the extent governed by the United States Trademark Act of 1946.”

“If there is an alleged breach of Section 15, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information.”

“Despite anything to the contrary in this provision, the franchisee does not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Uniform Franchise Offering Circular.”

MARYLAND

The Franchise Disclosure Document and Franchise Agreement are amended to include the following modifications:

Exhibit G-8

All representations requiring prospective franchisees to assent to a release, estoppel or waive of liability 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.

The first sentence of the “Summary” section of ITEM 17(c) of the Franchise Agreement chart entitled Requirements for You to Renew or Extend is deleted in its entirety and the following is substituted in its place.

“You must be in good standing, including compliance with the Annual Revenue Per Capita Growth or capture Market Share requirement; notify CITY WIDE in writing 12 months before the Franchise Agreement expires that you want a Successor Term; perform all required maintenance, refurbishing, renovating, remodeling, and equipment upgrades at your expense; sign CITY WIDE’s then-current form of Franchise Agreement, which may differ from the terms of the Franchise Agreement; pay a successor fee of 50% of your Initial Franchise Fee; sign a mutual release of all claims you may have against CITY WIDE (CITY WIDE will mutually release you), except for claims arising under the Maryland Franchise Registration and Disclosure Law; and a general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law; and provide proof to CITY WIDE that you have the right to remain at your Location.”

The “Summary” sections of ITEM 17(v) and 17(w) entitled Choice of Forum and Choice of Law, respectively, are amended by the addition of the following language:

“, except for claims arising under the Maryland Franchise Registration and Disclosure Law (Section 14-216[25]), including the right to submit matters to the jurisdiction of the courts of Maryland.”

The following sentence is added to the end of Section 2.2.5 of the Franchise Agreement:

“Provided, however, that the general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Laws.”

The following sentence is added to the end of Section 4.1.2 of the Franchise Agreement:

“Provided, however, that the general release required as a condition of the refund shall not apply to any liability under the Maryland Franchise Registration and Disclosure Laws.”

The following sentence is added to the end of Section 13.4.6 of the Franchise Agreement:

“Provided, however, that the general release required as a condition of transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Laws.”

ITEM 17 of the Franchise Disclosure Document and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration & Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

ITEM 17 of the Franchise Disclosure Document is hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Laws.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 *et seq.*).

Sections 30.1 through 30.4 and 30.6 of the Franchise Agreement are hereby deleted in their entirety.

Exhibit G-9

Section 30.7 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

"NOTHING IN THIS AGREEMENT, OR ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS MADE IN THE FRANCHISE DISCLOSURE DOCUMENT, ITS EXHIBITS AND AMENDMENTS."

Exhibit I to the Franchise Disclosure Document, The Statement of Franchisee is hereby deleted in its entirety.

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

MINNESOTA

The following is hereby added to the Special Risks Cover Page:

"Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business."

Minnesota Stat. Sec. 80C.21 and Minnesota Rules 2860.4400(J)) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee can be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent of the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding use of the name. Minnesota considers it unfair not to protect the franchisee's right to use the trademarks. Refer to Minnesota Stat. Sec. 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Stat. Sec. 80C.17, Subd. 5.

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

NEW YORK

The following information is added to the cover page of the Franchise Disclosure Document:

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.

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.

1. 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.

2. 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.

Exhibit G-12

3. 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.

NORTH DAKOTA

ITEM 17 of the Franchise Disclosure Document and corresponding Sections of the Franchise Agreement are amended by the addition of the following language to the original language or deleted as indicated:

“Requirements for you to renew or extend” (ITEM 17(c) of the Franchise Disclosure Document, and Section 2.2 of the Franchise Agreement) are amended to include the following language: “The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.”

“Your obligations on termination/non-renewal” (ITEM 17(i) and Section 15 of the Franchise Agreement) are amended to read:

“the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney fees.”

“Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.”

E. “Choice of Forum” (ITEM 17(v) of the Franchise Disclosure Document and Section 29 of the Franchise Agreement) is amended with the following language:

“Any action will be brought in the appropriate state or federal court in North Dakota.”

The “Choice of Law” (ITEM 17(w) of the Franchise Disclosure Document and Section 29 of the Franchise Agreement) is amended to read as follows:

“This Agreement takes effect upon its acceptance and execution by Company in North Dakota.”

“Applicable Law” (Section 29 of the Franchise Agreement) is amended to read as follows:

29(a) shall be deleted and amended to read as follows:

“This Agreement takes effect upon its acceptance and execution by Franchisor in North Dakota.”

“Acknowledgements” (Section 30 of the Franchise Agreement) is amended by the addition of the following language to the original language that appears therein to read as follows:

“Franchisee acknowledges that Franchisee received a copy of this Agreement, the attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) days prior to the date on which this Agreement was executed.”

“Covenants” (Section 12 of the Franchise Agreement) is amended by the addition of the following language to the original language that appears therein:

“Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by 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 by any

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

RHODE ISLAND

The “Renewal, Termination, and Dispute Resolution” (ITEM 17) is amended by the addition of the following language to the original language:

“§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.]”

ITEM 17(v) is amended as follows:

“This Section is invalid under Rhode Island General Law Section (19.28.1-4)”

ITEM 17(w) is amended as follows:

“This Section is invalid under Rhode Island General Law Section (19-28.1-14)”

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

SOUTH DAKOTA

The “Summary” section of ITEM 17(g) entitled “Cause” Defined - Defaults Which Can Be Cured, is deleted in its entirety and the following is substituted in its place:

“If you fail to pay any amounts due to us or our affiliates and do not cure the breach within 30 days’ notice from us, you have 30 days to cure any other default (except those defaults listed in (h)).”

The “Summary” section of ITEM 17(r) of the Franchise Disclosure Document and Section 12 of the Franchise Agreement are amended as follows:

“Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.”

The “Summary” sections of ITEMS 17(v) and 17(w) entitled Choice of Forum and Choice of Law, respectively, are amended by the addition of the following language:

“Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of any other state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.”

“Pursuant to SDCL 37-5B, any condition, stipulation or provision purporting to waive compliance with any provision of this chapter or any rule or order thereunder is void. Any acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter.”

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

VIRGINIA

The Franchise Disclosure Document is amended as follows:

Pursuant to the Virginia Retail Franchising Act (“VRFA”), the FTC cover page is modified by adding the words “or grant” at the end of the third sentence in the third Section so it reads as follows:

“You must receive this disclosure document at least fourteen (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 or grant.”

ITEM 17 is amended by striking the first Section and replacing it with the following language:

“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.”

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

ITEM 17(h) is amended by the addition of the following language:

“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 does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

Pursuant to the VRFA, the ITEM 23 Receipts at Exhibit L are modified by adding the word “calendar” between the words “14” and “days” and the words “or grant” at the end of the second Section so each reads as follows:

“If City Wide Franchise Company Enterprises, LLC offers you a franchise, City Wide Franchise Company Enterprises, LLC must provide the Franchise Disclosure Document to you 14 calendar days (commencing the day after delivery of this Franchise Disclosure Document) before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale or grant.”

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

WASHINGTON

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of the arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring actions or proceedings arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likely void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgement may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence,, willful misconduct, strict liability or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for courts costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.20, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earning 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 for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitation is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** 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.
16. **Questionnaires and Acknowledgements.** No statement, questionnaire, or acknowledgement 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 franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties to hereby acknowledge receipt of this Addendum.

Dated _____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

WISCONSIN

“The State of Wisconsin has not reviewed and does not endorse, approve, recommend, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.”

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

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the ____ day of _____, 20____, and of the Franchise Disclosure Document.

DATED this ____ day of _____, 20____.

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC, FRANCHISOR

By: _____
Authorized Officer/Director

FRANCHISEE: _____

By: _____

Name: _____

Title: _____

Exhibit G-23



EXHIBIT H

TO FRANCHISE DISCLOSURE DOCUMENT

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC

STATEMENT OF FRANCHISEE

Exhibit H-1

STATEMENT OF FRANCHISEE

**[Note: Dates and Answers Must be Completed in the
Prospective Franchisee's Own Handwriting]**

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin franchisees should not complete this Statement of Prospective Franchisee. If a franchisee in one of these states does so, we will disregard and not rely on the Statement of Prospective Franchisee.

Do not sign this Statement of Franchisee if you are a resident of the states of California, Maryland or Washington, or your franchised business will be located in the states of California, Maryland or Washington.

In order to make sure that no misunderstanding exists between you, Franchisee, and us, City Wide Franchise Company Enterprises, LLC (also called “**City Wide**” or the “**FRANCHISOR**” or “**we**”) and to make sure that no violations of law might have occurred, and understanding that we are relying on the statements you make in this document, you assure us as follows:

The following dates are true and correct:

- | | Date | Initials | |
|----|---------------|----------|--|
| 1. | _____, 20____ | _____ | The date on which I received a Franchise Disclosure Document regarding the City Wide Franchise. |
| 2. | _____, 20____ | _____ | The date of my first face-to-face meeting with Franchise Salesperson to discuss a possible purchase of a City Wide Franchise. |
| 3. | _____, 20____ | _____ | The date on which I received a completed copy (other than signatures) of the Franchise Agreement which I later signed. |
| 4. | _____, 20____ | _____ | The date on which I signed the Franchise Agreement. |
| 5. | _____, 20____ | _____ | The earliest date on which I delivered cash, check or other consideration to the Franchise Salesperson or an officer of City Wide Franchise Company Enterprises, LLC |

Representations.

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, “side agreements,” options, right-of-first-refusal or otherwise have been made to or with me with respect to any matter (including but not limited to advertising, marketing, site location, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise), nor have I relied in any way on same, except as expressly listed in the Franchise Agreement or an attached written Addendum signed by me and City Wide, except as follows:

(If none, you should write NONE in your own handwriting and initial.)

2. No oral, written, visual or other promises, agreements, commitments, representation, understandings, “side agreements” or otherwise which expanded upon or were inconsistent with the Franchise

Exhibit H-2

Disclosure Document or the Franchise Agreement or any attached written addendum signed by me and an officer of City Wide, were made to me by any person or entity, nor have I relied in any way on same, except as follows:

(If none, you should write NONE in your own handwriting and initial.)

3. Except as listed in ITEM 19 of the City Wide Franchise Disclosure Document, no oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise), which stated or suggested a specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) from City Wide Franchises, was made to me by any person or entity, nor have I relied in any way on any such claim or representation, except as follows:

(If none, you should write NONE in your own handwriting and initial.)

4. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including but not limited to my obtaining financing, or my fully performing any of my obligations), nor have I relied in any way on same, except as described in the Franchise Agreement or any attached written Addendum signed by me and City Wide:

(If none, you should write NONE in your own handwriting and initial.)

5. The individuals signing for me constitute all of the executive officers, partners, shareholders, investors and/or principals. Each of such individuals has reviewed the Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, each attached written Addendum and any personal guaranties.

6. I have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and City Wide has strongly recommended that I obtain such independent advice. I have also been strongly advised by City Wide to discuss my proposed purchase of a City Wide Franchise with any existing City Wide franchisees prior to signing any binding documents or paying any sums and City Wide has supplied me with a list of all existing franchisees if any exist.

7. I fully understand that any training, support, guidance or tools that City Wide will provide to me as part of the franchise are for the purpose of protecting the City Wide brand and trademarks and to assist me in the operation of my franchised business and not for the purpose of controlling or in any way intended to exercise or exert control over any of my decisions or the day to day operations of my franchised business, including my sole responsibility for the hiring, payment of wages and other compensation (including benefits), training, supervision and termination of my employees, and all other employment and employee related matters that occur involving my franchised business.

8. I understand that a) entry into any business venture necessarily involves some unavoidable risk or loss or failure; b) while the purchase of a franchise may improve the chances for success, the purchase of a City Wide Franchise or any other franchise is a speculative investment; c) investment beyond that outlined in the

Exhibit H-3

Franchise Disclosure Document may be required to succeed; d) there exists no guaranty against possible loss or failure in this or any other business; and e) the most important factors in the success of any City Wide Franchise, including the one to be operated by me, are my personal business skills, which include marketing, sales, and management, and require sound judgment and extremely hard work.

If there are any matters inconsistent with the statements in this document or if anyone has suggested that you sign this document without all of its statements being true, correct and complete, immediately inform City Wide (Phone: (866) 887-4029) and our president.

You understand and agree that we do not furnish, or authorize our salespersons, brokers or others to furnish any oral or written information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or information from which such items might be ascertained), from franchise or non-franchised units, that no such results can be assured or estimated, and that actual results will vary from unit to unit.

You understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

MARYLAND RESIDENTS: This Statement of Franchisee is not intended to limit any rights you may have under local law. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability 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.

PROSPECTIVE FRANCHISEE:

FRANCHISE SALESPERSON:

Date

(Printed Name)

Date

(Printed Name)

REVIEWED BY FRANCHISOR:

By: _____

(Printed Name)

Date

Its: _____

****This Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.**

Exhibit H-4



EXHIBIT I

TO FRANCHISE DISCLOSURE DOCUMENT

CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC

STATE EFFECTIVE DATES AND RECEIPT

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
California	Pending
Hawaii	Pending
Illinois	April 16, 2026
Indiana	April 7, 2026
Maryland	Pending
Michigan	April 12, 2026
Minnesota	Pending
New York	Pending
North Dakota	April 8, 2026
Rhode Island	Pending
South Dakota	April 8, 2026
Virginia	Pending
Washington	Pending
Wisconsin	April 8, 2026

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.

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of.

EXHIBIT I RECEIPT

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

If CITY WIDE offers you a franchise, CITY WIDE must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, CITY WIDE or an affiliate in connection with the proposed franchise sale or grant. Under Illinois, Iowa, Maine, Nebraska, Oklahoma, Rhode Island, or South Dakota law, if applicable, CITY WIDE must provide this disclosure document to you at your first personal meeting to discuss the franchise. Under New York law, CITY WIDE must provide this disclosure document to you at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If City Wide Franchise Company Enterprises, LLC does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in **Exhibit E**.

The name, principal business address and telephone number of the Franchise Seller offering the franchise: Savannah Oddo, Director of Franchise Development, 15230 W. 105th Terrace, Lenexa, KS 66219, 913.888.5700. Other Franchise

Seller: _____

Date of Issuance: **April 1, 2026**

See **Exhibit E** for our registered agents authorized to receive service of process.

I (the undersigned) received a Franchise Disclosure Document dated April 1, 2026 that included the following exhibits:

Exhibit A:	Financial Statements
Exhibit B:	Form of Franchise Agreement
	Attachment A-1: Guaranty and Assumption of Obligations
	Attachment A-2: Spousal Guaranty and Assumption of Obligations
	Attachment B: Designated Territory
	Attachment C: Marks
	Attachment D: Mark Use Guidelines
	Attachment E: Confidentiality Agreement
	Attachment F: Non-Compete Agreement
	Attachment G: Acknowledgement Regarding Ownership
	Attachment H: ACH Recurring Payment Authorization Form
	Attachment I: SBA Addendum
	Attachment J: Successor Addendum
	Attachment K: Business Development Services Agreement
	Attachment L: Accounting Services Agreement
	Attachment M: IT As A Service Agreement
	Attachment N: Form of General Release
Exhibit C:	List of Franchise Locations
Exhibit D:	List of Terminated or Cancelled Franchises
Exhibit E:	List of State Administrators
Exhibit F:	Table of Contents-Operating Manual
Exhibit G:	State Specific Addenda
Exhibit H:	Statement of Franchisee
Exhibit I:	State Effective Dates & Receipt

Date

Signature

Printed Name

Date

Signature

Printed Name

Date

Signature

Printed Name

Please date and sign this copy of the Receipt and return it to City Wide at 15230 W. 105th Terrace, Lenexa, Kansas 66219.

Exhibit I-4

EXHIBIT I RECEIPT

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

If CITY WIDE offers you a franchise, CITY WIDE must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, CITY WIDE or an affiliate in connection with the proposed franchise sale or grant. Under Illinois, Iowa, Maine, Nebraska, Oklahoma, Rhode Island, or South Dakota law, if applicable, CITY WIDE must provide this disclosure document to you at your first personal meeting to discuss the franchise. Under New York law, CITY WIDE must provide this disclosure document to you at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If City Wide Franchise Company Enterprises, LLC does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in **Exhibit E**.

The name, principal business address and telephone number of the Franchise Seller offering the franchise: Savannah Oddo, Director of Franchise Development, 15230 W. 105th Terrace, Lenexa, KS 66219, 913.888.5700. Other Franchise Seller: _____

Date of Issuance: **April 1, 2026**

See **Exhibit E** for our registered agents authorized to receive service of process.

I (the undersigned) received a Franchise Disclosure Document dated April 1, 2026 that included the following exhibits:

Exhibit A:	Financial Statements
Exhibit B:	Form of Franchise Agreement
	Attachment A-1: Guaranty and Assumption of Obligations
	Attachment A-2: Spousal Guaranty and Assumption of Obligations
	Attachment B: Designated Territory
	Attachment C: Marks
	Attachment D: Mark Use Guidelines
	Attachment E: Confidentiality Agreement
	Attachment F: Non-Compete Agreement
	Attachment G: Acknowledgement Regarding Ownership
	Attachment H: ACH Recurring Payment Authorization Form
	Attachment I: SBA Addendum
	Attachment J: Successor Addendum
	Attachment K: Business Development Services Agreement
	Attachment L: Accounting Services Agreement
	Attachment M: IT As A Service Agreement
	Attachment N: Form of General Release
Exhibit C:	List of Franchise Locations
Exhibit D:	List of Terminated or Cancelled Franchises
Exhibit E:	List of State Administrators
Exhibit F:	Table of Contents-Operating Manual
Exhibit G:	State Specific Addenda
Exhibit H:	Statement of Franchisee
Exhibit I:	State Effective Dates & Receipt

Date

Signature

Printed Name

Date

Signature

Printed Name

Date

Signature

Printed Name

Please date and sign this copy of the Receipt and keep it for your records.