


# FRANCHISE DISCLOSURE DOCUMENT

	<p><b>CITY WIDE FRANCHISE COMPANY ENTERPRISES, LLC</b> a Kansas limited liability company 15230 W. 105<sup>th</sup> Terrace Lenexa, KS 66219 866-887-4029 www.gocitywide.com <a href="mailto:soddo@gocitywide.com">soddo@gocitywide.com</a></p>
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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. 105<sup>th</sup> Terrace, Lenexa, KS 66219, 913.888.5700-~~x-265~~.

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](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date:** ~~insert Date~~ April 1, 2026

**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. 105<sup>th</sup> 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. 105<sup>th</sup> Terrace, Lenexa, KS 66219.

**Predecessors**

City Wide Franchise Company, Inc., a Kansas corporation (“Predecessor”), located at 15230 W. 105<sup>th</sup> Terrace, Lenexa, KS 66219, began offering franchises in May 2001 until ~~[-insert-date]~~[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. 105<sup>th</sup> 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.

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 ~~VP~~ 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

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 <sup>th</sup> 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 <sup>th</sup> 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 <del>business development</del> <a href="#">business development</a> 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 <sup>th</sup> 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 <sup>th</sup> day of the month following the invoice date.	Payable to CITY WIDE via ACH. You must use CITY 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 <sup>th</sup> day of the month following the invoice date.	Payable to CITY WIDE via ACH.
Business Development Services	\$3,500 <u>per month</u>	Payable monthly on the 20 <sup>th</sup> 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 <u>months</u> 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 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, <u>or the then current fee stated in the Operating Manual.</u>	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 <sup>th</sup> 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 <sup>th</sup> 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. <u>( If you elect to use this service).</u>
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 <sup>th</sup> 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 <sup>th</sup> day of the	Payable to CITY WIDE via ACH if you choose to utilize

		month following the invoice date.	this service.
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**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**

<b>Months in Operation</b>	<b>Minimum Royalty Fee</b>
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.

~~1.1.1~~ 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.

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 ~~research and~~ 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.

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 ~~10 weeks~~ 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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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 ~~of (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

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.

~~You must meet this requirement each year, however, CITY WIDE will measure your Annual Revenue Per Capital Growth by calculating the average revenues generated by Franchisee's Franchised Business in the preceding two (2) years of operations. Each year thereafter, CITY WIDE will measure your Annual Revenue Per Capita Growth by calculating the average revenues generated by your CITY WIDE Franchised Business in the immediately preceding two (2) years of operations. If you fail to satisfy the Annual Revenue Per Capita Growth requirement in any twenty four month period, it will be deemed a material breach of the Franchise Agreement, and CITY WIDE will then have the right to reduce the size of your Designated Territory, grant additional franchises within the Designated Territory or to terminate your Franchise Agreement, however, you will have a period not to exceed one (1) year to cure such breach.~~

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

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 ~~do not participate in the National Business Development Program or~~ 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

**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.

~~For Tables 1—5 below, the franchise located in Kansas City is included in 2025 data and not in 2024. Kansas City is also 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
<b>High</b>	\$51,628,184	\$50,560,080
<b>Low</b>	\$461,984	\$660,695
<b>Median</b>	\$4,798,193	\$5,518,501
<b>Average</b>	<b>\$8,938,134</b>	<b>\$9,821,794</b>

**Notes to Table No. 1:**

(1) As of December 31, 2024,

~~(2)~~ 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 ~~franchisee~~[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) ~~(3)~~—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) ~~(4)~~—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) ~~(5)~~—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 ~~\$9,734,363~~\$9,821,794 in 2025 Gross Sales.

(5) ~~(6)~~—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) ~~(7)~~—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) ~~(8)~~—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) ~~(9)~~—CITY WIDE does not know of an instance, nor does it have reason to believe, that any manager or owner would overstate financial information. However, 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

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

	<b>Annual Revenue</b>
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**

	<b>Independent Labor Cost as a Percentage of Total Revenue</b>	<b>Gross Margin as a Percentage of Total Revenue</b>
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**

	<b>Independent Labor Cost as a Percentage of Total Revenue</b>	<b>Gross Margin as a Percentage of Total Revenue</b>
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**

<b>Monthly Gross Sales - Specific Time Frames</b>	<b>At the 12th Month</b>	<b>At the 24th Month</b>	<b>At the 36th Month</b>	<b>At the 48th Month</b>	<b>At the 60th Month</b>
High - Monthly Revenue	\$51,100	\$93,874	\$135,510	\$167,999	\$192,822
Low - Monthly Revenue	\$29,311	\$63,378	<del>\$85,431</del> \$5,431	\$107,139	\$142,717
Average Monthly Gross Sales	\$39,464	\$77,246	\$109,450	\$136,013	\$164,024

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

	<b>Independent Labor Cost as a Percentage of Total Revenue</b>	<b>Gross Margin as a Percentage of Total Revenue</b>
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**

	<b>Independent Labor Cost as a Percentage of Total Revenue</b>	<b>Gross Margin as a Percentage of Total Revenue</b>
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). 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 (“**20242025 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 ~~98~~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. CITY WIDE does not know of an instance, nor does CITY WIDE have reason to believe, that any manager or owner would overstate his or her sales price or monthly gross sales in his or her report. 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. CITY WIDE does not know of an instance, nor does CITY WIDE have reason to believe, that any manager or owner would overstate or understate his or her Independent Labor Cost in his or her report. However, 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 or each of the CITY WIDE franchises satisfying the Quartile Reporting Criteria.

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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

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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 ~~3.2~~ 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.

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3.4 ~~3.3~~ **Refunds.** The Initial Fees will be deemed fully earned upon their payment and are non-refundable, except as provided below:

3.4.1 ~~3.3.1~~ 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 ~~3.4~~ **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 ~~3.5~~ **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 ~~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

Nile Kaya [NK2] March 11, 2026

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Clark Hill—please check to make sure the numbering is good and all the references to section numbers and items for FDD is correct.

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City Wide ~~Facility Solutions~~ Franchise Company Enterprises, LLC - FA

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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 ~~3.6~~ 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 ~~3.6.1~~ Royalty Fee. A monthly royalty fee (“**Royalty Fee**”) equal to the greater of five percent (5%) of the Gross Sales (~~including National Accounts~~) 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 ~~3.6.2~~ Marketing Fee.

(a) Marketing Fund. A marketing fee (“**Marketing Fee**”) will be ~~assessed~~used to fund ~~research and~~centralized marketing activities and national business development and

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[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](#) ~~3.6.3~~ [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](#) ~~3.6.4~~ [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](#) ~~3.6.5~~ [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](#) ~~3.6.6~~ [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](#) ~~3.7~~ [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 (20<sup>th</sup>) 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 ~~exhibit~~ **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](#) ~~3.8~~ [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

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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 ~~3.9~~ **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 ~~3.10~~ **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~~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 ~~3.11~~ **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 ~~3.12~~ **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 ~~3.13~~ **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 ~~3.13.1~~ 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

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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 ~~3.13.2~~ 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 ~~3.13.3~~ 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 ~~3.13.4~~ 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 ~~3.13.5~~ 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 ~~3.13.6~~ 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 ~~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 ~~franchise agreement~~ Agreement execution. Two additional participant spots may be utilized for sales executives to attend the Sales Academy within 365 days of ~~franchise agreement~~ Agreement execution. ~~And one~~ One additional participant spot may be utilized for a Facility Solutions Manager (or other designated Operations professional) of ~~the franchisee~~ Franchisee to attend the Field Operations Academy within 365

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days of ~~franchise agreement~~[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:

- 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 ~~and~~ 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

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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 [7.247.23](#) 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, INC./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, INC./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

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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, Franchisee must meet the annual revenue per capita growth (“Annual Revenue Per Capita Growth”) in every year in the Term of the Agreement. Specifically, Franchisee will be required to grow the gross revenues generated by the Franchised Business to no less than \$0.20 per person per year. Franchisees must meet this requirement each year; however, CITY WIDE will measure this requirement for the remainder of this Agreement using a three-year rolling average. Franchisee must meet CITY WIDE’S \$0.20 Annual Revenue Per Capita Growth requirement in the first 24 months of operations, from date the Franchised Business opens. If the 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, Franchisee will be deemed in material breach of this Agreement. Failure to meet the RPC requirement on a rolling 36-month basis (or on the 24<sup>th</sup> month for new franchisees) constitutes a material breach of this 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 Franchisee’s Designated Territory, grant additional franchisees within the Designated Territory by splitting the territory, or to terminate this Agreement. CITY WIDE will measure Franchisee’s Annual~~

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~~Revenue Per Capita Growth by calculating the average revenues generated by Franchisee's Franchised Business in the preceding two (2) years of operations. Each year thereafter, CITY WIDE will measure Franchisee's Annual Revenue Per Capita Growth by calculating the average revenues generated by Franchisee's Franchised Business in the immediately preceding two (2) years of operations. If Franchisee fails to satisfy the Annual Revenue Per Capita Growth requirement on a rolling two (2) year average, it will be deemed a material breach of this Agreement, and CITY WIDE will then have the right to reduce the size of Franchisee's Designated Territory, grant additional franchises within the Designated Territory or to terminate this Agreement, provided that there will be a period not to exceed one (1) year to cure such a breach.~~

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 your Franchise 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 \$0.20 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 you fail 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 Franchise 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 Franchise Agreement, provided that there will be a period of not less than one (1) year to cure such a breach.

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~~6.6~~

6.6 ~~6.7~~ 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 ~~6.8~~ Franchisee also acknowledges and agrees that CITY WIDE and its affiliates reserve the right to:

6.7.1 ~~6.8.1~~ Establish and/or license other Franchised Businesses at any Location outside of the Designated Territory as CITY WIDE deems appropriate;

6.7.2 ~~6.8.2~~ 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

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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 ~~6.8.3~~ 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 ~~6.8.4~~ 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 ~~6.8.5~~ 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 ~~6.8.6~~ 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 ~~6.8.7~~ 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 ~~6.8.8~~ 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 ~~6.8.9~~ 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:

7.5 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. ~~A charge not to exceed the reasonable cost of CITY WIDE's inspection and evaluation plus the actual cost of any test performed by CITY WIDE will be paid to CITY WIDE by Franchisee or the supplier.~~ 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

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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 ~~an incorporation~~ a corporation showing that the proposed Manager has at least 20% ownership interest.

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(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

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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) ~~(a)~~ reduce Franchisee’s Designated Territory size;

~~(b)~~ ~~(b)~~

~~(c)~~ require Franchisee to attend additional training at Franchisee’s expense;

(c) ~~(d)~~ prohibit Franchisee from attending any annual conference, convention, or training session that CITY WIDE may periodically conduct;

(d) ~~(e)~~ deem Franchisee ineligible for any awards bestowed upon franchisees by CITY WIDE; and

(e) ~~(f)~~ reduce or eliminate the level of support and services CITY WIDE provides to Franchisee.

Nile Kaya [NK4] March 11, 2026  
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Clark Hill, please fix the nomenclature.

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

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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 ~~twenty-four~~thirty-six (2436) 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 ~~twenty-four~~thirty-six (2436) month rolling TRR rate equal to the 10<sup>th</sup> 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~~eighty-five percent (8085%). 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

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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 FRANCHISEE'S 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. ~~Provided, however, that CITY WIDE agrees~~ 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 ~~any bank or other lender which loans funds to Franchisee for the construction or development of a Franchised Business; provided further that such subordination will not be effective in the case of re-financing of such loans.~~ the Lender, CITY WIDE may impose conditions to its consent in its sole discretion.

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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

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City Wide ~~Facility Solutions~~ Franchise Company Enterprises, LLC - FA

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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

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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.

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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 ~~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

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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, ~~or~~ 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

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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 ~~Three~~Five Hundred Dollars (~~\$300~~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

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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: ~~provided.~~

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.~~ [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

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Franchisee: Location as set forth on Attachment B

24.2 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, [Franchisee 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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 25. Franchisee Defined and Guaranty**

As used in this Agreement, the terms "**Franchisee**" and "**Franchisee's**" 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

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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~~[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.

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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~~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-A.~~ THIS AGREEMENT TAKES EFFECT UPON ITS ACCEPTANCE AND EXECUTION BY CITY WIDE IN THE STATE OF KANSAS AND WILL BE INTERPRETED AND CONSTRUED

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UNDER THE LAWS OF KANSAS, WHICH LAWS WILL PREVAIL IN THE EVENT OF ANY CONFLICT OF LAW.

~~B.~~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.~~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.~~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 ~~acknowledge~~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.

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	<b>CW SOUTH FLORIDA LLC</b> 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*
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	<b>ILLINOIS CAROLINA PARTNERS LLC</b> 620 Academy Drive, Suite A Northbrook, IL 60062 Phone: 847-239-5811	Rick Cobden Bobby Duncan	rcobden@gocitywide.com bduncan@gocitywide.com	Chicago North
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	<b>JDG MANAGEMENT CORP</b> 600 Fairmount Avenue, Suite 200 Towson, MD 21286 Phone: 410-453-0311	Tom Grem	tgrem@gocitywide.com	Central Maryland
	<b>DCET2 LLC</b> 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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	<b>SW MICHIGAN MAINTENANCE LLC</b> 17197 N. Laurel Park Drive, Suite 233 Livonia, MI 48152 Phone: 734-277-9596	David Clinger Ryan Tomkinson	dclinger@gocitywide.com rtomkinson@gocitywide.com	SE Michigan
MINNESOTA	<b>CW MINNESOTA ENTERPRISES LLC</b> 11979 County Road 11, Suite 250 Burnsville, MN 55337 Phone: 952-224-5454	Tyler Olson Rob Ellis	tolson@gocitywide.com rellis@gocitywide.com	Minnesota*
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	<b>CKJ VENTURES, LLC</b> 1626 Apperson Drive, Suites B/C Salem, VA 24153 Phone: 540-510-2376	Chris Sweeney Jeff Gilley	csweeney@gocitywide.com jeff.gilley-b@gocitywide.com	Blue Ridge
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	<b>TD FACILITIES AND MANAGEMENT, LLC</b> 5325 Wall Street, Suite 1500 Madison, WI 53718 Phone: 608-621-7057	Aaron Tubbs Byrne Doyle	atubbs@gocitywide.com bdoyle@gocitywide.com	Madison

\* These are outlets operated by affiliates of Franchisor



**EXHIBIT D**

**FRANCHISE DISCLOSURE DOCUMENT**

**CITY WIDE FRANCHISE COMPANY ENTERPRISES LLC**

**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31,  
20242025**

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City Wide ~~Facility Solutions~~ – ~~FA~~ Franchise Company Enterprises, LLC  
List of Franchisees Who Have Left the System  
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**LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM  
AS OF DECEMBER 31, 2025**

<u>State</u>	<u>Company</u>	<u>Franchisee</u>	<u>Phone</u>	<u>Territory</u>
UTAH *	<b>BWT SOLUTIONS, INC</b> 5505 South 900 East, Suite 225 Murray, UT 84114	Gerry Ogris	<a href="tel:801-983-7474">801-983-7474</a>	Salt Lake City
NEW YORK **	<b>MJB COMMERCIAL MGMT, LLC</b> 280 Dobbs Ferry Road, Suite 209 White Plains, NY 10607	Mike Binz	<a href="tel:315-889-3272">315-889-3272</a>	Westchester
SOUTH CAROLINA **	<b>MACKEY AND SONS, INC</b> 1404 Atlas Road, Suite A Columbia, SC 29209	Ben Mackey	<a href="tel:803-713-4084">803-713-4084</a>	Columbia

\*These outlets are purchased by Franchisor.

\*\*Transfer to new owner

*[Link-to-previous setting changed from on in original to off in modified.]*

D-2

City Wide ~~Facility Solutions~~ – FA Franchise Company Enterprises, LLC

List of Franchisees Who Have Left the System

2026 FDD

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STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
<b>KENTUCKY</b>	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	Same
<b>LOUISIANA</b>	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
<b>MAINE</b>	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
<b>MARYLAND</b>	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
<b>MICHIGAN</b>	Michigan <del>Department of</del> Attorney <del>General</del> <a href="#">General's Office</a> <del>Consumer Protection</del> <a href="#">Corporate Oversight</a> Division <del>Antitrust and</del> Franchise <del>Unit</del> <a href="#">Section</a> 525 W. Ottawa Street G. Mennen Williams Building, <del>4<sup>th</sup></del> <a href="#">5<sup>th</sup></a> Floor Lansing, <del>MI 48913</del> <a href="#">Michigan 48933</a> <del>517-373-7117</del> <a href="#">(517) 335-7567</a>	Michigan Department of Commerce Corporations and Securities Bureau Same Address
<b>MINNESOTA</b>	Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101 651-539-1500	Minnesota Commissioner of Commerce Same Address
<b>NEBRASKA</b>	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
<b>NEW HAMPSHIRE</b>	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641	Same
<b>NEW YORK</b>	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

[Exhibit E-3](#)

City Wide ~~Facility Solutions~~[Franchise Company Enterprises, LLC](#)  
[List of State Administrators](#)  
2026 FDD

E-

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.)

~~3-3.~~ 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.)

~~4-4.~~ 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.)

~~5-5.~~ 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.

~~6-6.~~ 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.

~~7-7.~~ 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.

*[Link-to-previous setting changed from on in original to off in modified.]*

[Exhibit H-3](#)

8.8. 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 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: \_\_\_\_\_

*[Link-to-previous setting changed from on in original to off in modified.]*

[Exhibit H-4](#)