FRANCHISE DISCLOSURE DOCUMENT



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The franchisee will offer commercial janitorial services under the name OpenWorks.

The total investment necessary to begin operation of an OpenWorks franchise ranges from $4,250 to $134,480. This includes $2,580 to $72,080 that must be paid to the franchisor or its affiliate.

The 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 or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact O.P.E.N. America, Inc. at 2355 East Camelback Road, Suite 600, Phoenix, Arizona 85016 and (602) 224-0440.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* 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: ~~March 25~~ April 9, ~~2025~~

2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Arizona. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Arizona than in your own state.
2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership in the franchise. This guaranty will place both your and your spouse's marital and personal assets, perhaps even your house at risk if ~~you~~your franchise fails.
3. **Minnesota Risk Factor: Turnover ~~rate~~Rate**. During the last 3 years, a high percentage of franchised outlets (more than 50%) were terminated or not renewed. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.
4. **Illinois Risk Factor: Turnover Rate**. During the last 3 years, a large number of franchised outlets were terminated, not renewed, reacquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise system with a lower turnover rate.

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

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State Effective Dates
Receipts

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT, IF ANY, APPEAR IN THE STATE ADDENDA AT **EXHIBIT B** OR THE STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT IN **EXHIBIT C**.

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, we will refer to O.P.E.N. America, Inc., the franchisor, as "OpenWorks," "we," or "us," and the person or company that buys a janitorial franchise from OpenWorks as "you". If you are a corporation or limited liability company, "you" includes your officers, directors and owners individually.

OpenWorks' Business the Franchise Being Offered

OpenWorks is in the business of granting franchises for commercial janitorial service businesses. OpenWorks enters into janitorial service contracts with commercial clients. These contracts (or "accounts") may then be "packaged" with other similar contracts to cumulate at one of four levels of a gross monthly dollar amount (also called the "initial monthly account volume" in the Franchise Agreement), and assigned to OpenWorks franchisees, who receive exclusive rights to service the contracts under OpenWorks' trademarks and system. OpenWorks bills each client on a monthly basis and, after deducting fees and charges owed by you to OpenWorks under the Franchise Agreement, remits to you the balance of the gross monthly dollar amount for your accounts. After you meet our preopening requirements, OpenWorks will start to offer you cleaning accounts whose gross monthly dollar amount will add up to the initial monthly account volume you have purchased. OpenWorks considers the rights to these cleaning contracts, as well as the training and equipment provided to you, to be the primary benefit you receive for your initial franchise fee. OpenWorks has a certain number of days in which to offer you these cleaning accounts depending on the franchise package you select. This time period is called a "fulfillment period." If OpenWorks does not offer you enough accounts to reach the applicable initial monthly account volume within the fulfillment period, then you may request a refund of a portion of your initial franchise fee as outlined in the Franchise Agreement. You must make this request in writing within 30 days after the end of the fulfillment period. If you do not, OpenWorks is still obligated to offer you the remaining gross monthly dollar amount over the course of the franchise term but you will have waived your right to a refund. See Item 5. You may refuse up to two accounts, but each such refusal will extend the fulfillment time which OpenWorks has to find other accounts by 30 days. Your refusals will not alter your payment obligations to OpenWorks. See Item 11. You may have the option to request or be required to have additional accounts under certain circumstances. See Item 11. You are encouraged to procure janitorial client accounts on your own behalf. If you do so, you will pay the same fees, except that you are not required to pay marketing fees. OpenWorks will also serve as your billing and collection agent for those accounts. See Item 11. If a cleaning account terminates its maintenance agreements with OpenWorks, OpenWorks will replace that account under certain circumstances. See Item 11. Your Franchise Agreement explains the franchise program in more detail. OpenWorks currently offers or plans to offer the following services to customers: integrated facility services, landscape maintenance, handyman services, green practices and consulting. OpenWorks does not currently franchise nor plans to franchise these services. These services may be similar or complementary to those provided by you.

OpenWorks and Its Business Experience

OpenWorks was incorporated in Arizona on June 5, 1987, and also did business under the names O.P.E.N. America, O.P.E.N. Cleaning Systems, O.P.E.N. of Arizona, O.P.E.N. of California and O.P.E.N. of Washington. In March 2000, OpenWorks began doing business under the name OpenWorks. Its principal business office is located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016. OpenWorks' agents for service of process are listed in **Exhibit K**. OpenWorks began operating the type of business being franchised on January 1, 1999 and began offering franchises through a former subsidiary beginning in 1988. OpenWorks offered janitorial franchises under the name O.P.E.N. Cleaning Systems for a brief period in 1995, and resumed offering janitorial franchises in the first quarter of 1998. OpenWorks offered master franchises between 1987 and 1995 under a separate franchise disclosure document under the name O.P.E.N. Cleaning Systems. OpenWorks also offered master franchises under a separate franchise disclosure document from 1998 to 2004 and from 2013 to 2016. No master franchises were ever sold. If OpenWorks offers master franchises in the future, the franchise opportunity will be offered in a separate franchise disclosure document. OpenWorks has never offered any other type of franchise.

OpenWorks does not have a parent company or any affiliates.

Your OpenWorks Franchised Business

You will provide janitorial services for commercial entities under contracts which you accept from OpenWorks. Once all required individuals have completed initial training and you have your business license, you are also encouraged to generate additional accounts for your business. OpenWorks will offer marketing advice and pricing information to assist you in these efforts. OpenWorks provides the same administrative support and receives the same ongoing fees for accounts you obtain yourself as it does for accounts OpenWorks obtains, but it will not assess a marketing fee in connection with accounts you obtain for yourself.

You will not have an option to purchase additional franchises. However, you may request that OpenWorks provide you with additional accounts to be serviced under your existing franchise for a marketing fee, as described in Items 6, 8 and 11. You will execute an amendment to your Franchise Agreement for each additional account purchase, and if you qualify and decide to finance a portion of the marketing fee, you will be required to execute a promissory note. Whether the additional accounts will be provided will depend on whether OpenWorks has the ability to locate more accounts in your area and OpenWorks' assessment of whether you are able to service more accounts.

To effectively operate an OpenWorks franchise you will need to hire personnel. You will be responsible for your employees' wages, insurance and other benefits, and for processing payrolls for them.

The market for janitorial services is well developed and consists primarily of commercial enterprises that need regularly scheduled, high-quality janitorial services performed by independent contractors. This market segment includes healthcare facilities, residential property management facilities, logistics & transportation facilities, warehouse and manufacturing facilities, religious facilities, and other similar facilities. You will compete with other established providers of commercial janitorial services.

Your janitorial service business will be subject to all of the federal, state and local laws that apply to janitorial services and businesses generally, including but not limited to minimum-age and minimum-wage, environmental, and occupational health and safety laws. These laws vary from place to place. You should investigate these matters further and consult with local authorities and your attorney and other advisors about them.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer, Treasurer and Director: ERIC ROUDI (SHAHROUZ ZAYANDEROUDI)

Eric Roudi has been the Chief Executive Officer, Treasurer and a Director of OpenWorks since June 1987. He also served as President from June 1987 until October 2024.

Chief Financial Officer: SCOTT LUTHER

Scott Luther became the Chief Financial Officer in December 2024. Prior to this, he was CFO of Dansons/WC Bradley in Scottsdale, Arizona from August 2022 to December 2024; CFO at Express Flooring in Phoenix, Arizona from June 2020 to August 2022; and COO/CFO of TechMileage Software Solutions in Phoenix, Arizona from September 2019 to June 2020.

~~**President: CHRIS RAINS**~~

~~Chris Rains became President at OpenWorks in October 2024. Prior to this, he was the Chief Operating Officer for Keter Environmental Services, Inc. in Phoenix, Arizona from March 2023 to October 2024; the Vice President, Sales for United States Steel Corporation, a Pittsburg, Pennsylvania company, from March 2021 to February 2023, and the Vice President, Customer Experience, for Republic Services, Inc. in Phoenix, Arizona from August 2001 to February 2021.~~

Vice President of Provider Growth: MISTY CONNAUGHTON

Misty Connaughton has been the Vice President of Provider Growth since August 2024. Prior to this position, she held the following positions within OpenWorks: Vice President of Performance from February 2023 to August 2024; Strategic Development Manager from May 2021 to February 2023; and Franchise Development Manager from January 2021 to May 2021. Before joining OpenWorks, Ms. Connaughton was the Region Director at Dessange Group North America headquartered in Beverly, Massachusetts from 2015 to December 2021.

ITEM 3
LITIGATION

Pending Actions

VS & KK Services LLC v. O.P.E.N. America, Inc. (Montgomery County Justice Court, Texas, Case No. 23CV3-003597). VS & KK Services LLC, a Texas franchisee, filed a complaint against OpenWorks alleging breaches of contract. Plaintiff seeks damages of $16,372. OpenWorks filed a Motion to Compel Arbitration and the court set an oral argument on such

motion for March 20, 2024. OpenWorks denies all allegations and anticipates that this case will proceed to arbitration and be decided in OpenWorks' favor or settled between the parties. The Court granted OpenWorks' Motion to Compel Arbitration. Plaintiff sent a demand for arbitration in November 2025; OpenWorks responded in February 2026 with a counterclaim and continues to deny all allegations.

Concluded Actions

Vontray Nubine v. O.P.E.N. America, Inc. DBA OpenWorks (Superior Court of Maricopa County, Case No. CV2021-011972 and United States District Court of Colorado Case No. 1:23-cv-02144-SBP). Mr. Nubine, a former Colorado franchisee, filed a complaint against OpenWorks alleging Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing on July 28, 2021 and served OpenWorks on August 10, 2021. The Plaintiff sought damages in the amount of $78,636.48. In January 2022, the Court granted OpenWorks' Motion to Dismiss in part and found that the Plaintiff's claims are subject to arbitration. The Court stayed the matter to allow time for the parties to participate in arbitration. The parties participated in arbitration in August 2022; the arbitrator ruled in OpenWorks' favor and the Plaintiff was ordered to pay $67,920.36 in attorney fees to OpenWorks. The court approved the award and issued a judgment in September 2023. Since that time, the Plaintiff has continued to file frivolous petitions and motions with the Maricopa County Superior Court and the United States District Court of Colorado and remains unsuccessful with these attempts. In October 2023, the Maricopa County Superior Court ruled the plaintiff a vexatious litigant and in November 2023, the same court denied the plaintiff's motion for a new trial; the Maricopa County Superior Court case is no longer active. In the case filed in 2023 by plaintiff in the US District Court of Colorado, OpenWorks filed a Motion for Judgment on the Pleadings in November 2023. In September 2024, the Court granted OpenWorks' motion, dismissed the case with prejudice, and allowed OpenWorks to submit a motion for attorney fees.

We Clean Everything LLC v. O.P.E.N. America, Inc. (Maricopa County Superior Court, Arizona, Case No. CV2024-007361). We Clean Everything LLC, a Texas Franchisee, filed a complaint against OpenWorks alleging breaches of contract. OpenWork filed a Motion to Compel Arbitration, which was granted by the Court in July 2024. Plaintiff has not pursued arbitration, and the matter is considered closed.

Ainashe Atosh v. O.P.E.N. America, Inc. (King County District Court, Washington, Case No. 23CIV07799KCX). Mr. Atosh, a former franchisee, filed small claims complaint against OpenWorks alleging that OpenWorks failed to deliver on its promises. The Plaintiff sought damages in the amount of $10,000. The parties reached a settlement agreement in November 2023, with OpenWorks paying the Plaintiff $1,200.

Jody Williams v. O.P.E.N. America, Inc. (Circuit Court of Cass County, Missouri, Case No. 21CA-CC00162). Mr. Williams, a former franchisee in the Kansas City market area residing in Missouri, filed a complaint against OpenWorks alleging Breach of Contract on August 9, 2021 and served OpenWorks on August 19, 2021. The Plaintiff sought damages in excess of $25,000.

The parties reached a settlement agreement in April 2022, with OpenWorks paying the Plaintiff $9,000 and dissolving $9,500 of Plaintiff's debt owed to OpenWorks.

JM & GW Investments LLC v. O.P.E.N. America. (No Case Filed). Jodie Leamer, a former Texas franchisee, through herself and her entity JM & GW Investments LLC, made allegations against OpenWorks claiming Breach of Contract during the years 2019 and 2020. The parties participated in mediation in September 2022 and reached a settlement agreement, with OpenWorks paying the Plaintiff $10,000 and dissolving the remainder of the Plaintiff's debt owed to OpenWorks.

Amber Beasley v. O.P.E.N. America, Inc. d/b/a OPENWORKS (Superior Court of California, County of Los Angeles, Case No. 19STCV43673). Ms. Beasley, a former California franchisee, individually and through her corporate entity, A&M Truckings, LLC, filed a complaint against OpenWorks alleging Breach of Contract. She sought damages in the amount of $90,000. This matter was fully settled in April 2020, with OpenWorks paying the plaintiff $4,000 and forgiving her debt in exchange for Plaintiff's release.

Ruth Mark v. O.P.E.N. America, Inc. d/b/a/ OPENWORKS (U.S. District Court for the District of Colorado, Case No. 1:18-cv-02412-NRN; U.S. District Court for the District of Arizona, Case No. 2:18-cv-03780-JAT). Ms. Mark, a Colorado franchisee, filed a Class and Collective Action Complaint and Jury Demand against OpenWorks alleging breach of the Fair Labor Standards Act, violation of the Colorado Minimum Wage and Overtime Law, violation of the Arizona Consumer Fraud Act, as well as allegations under Arizona law for fraud, negligent misrepresentation and breach of the duty of good faith fair dealing. She sought an unspecified amount of actual, compensatory and punitive damages. OpenWorks was served with the lawsuit in October 2018. In November 2018, OpenWorks filed a Petition to Compel Arbitration in the U.S. District Court for the District of Arizona and filed a Motion to Stay Litigation in the Colorado District Court, asserting that the franchisee's claims arise from the Franchise Agreement and that the franchisee agreed in the Franchise Agreement to arbitrate all claims in Arizona. In Colorado, the Motion to Stay Litigation was denied in January 2019 and OpenWorks filed a Notice of Appeal to the U.S. Court of Appeals for the Tenth Circuit in January 2019. OpenWorks then filed in Colorado an Unopposed Motion to Stay All District Court Proceedings Pending Appeal which the Colorado District Court granted in February 2019. In March 2019, OpenWorks filed its appeal of the Colorado decision. In Arizona, OpenWorks filed a Petition to Compel Arbitration in February 2019. This matter was settled in November 2019, with OpenWorks paying the named Plaintiff $70,000 and forgiving her debt in return for Plaintiff's release. This matter was fully settled in June 2020, with OpenWorks paying the six remaining opt-in plaintiffs a total of $41,500 and forgiving their debts in return for releases from each of them.

L. Solano v. Tanaka, Reliable Maintenance, Cambro Manufacturing Co., OpenWorks, O.P.E.N. America, Inc. (Superior Ct. CA, Orange County, Case No. 30-2015-00823186-CU-OE- CJC). Luisa Solano was an employee of a Tanaka, an OpenWorks franchisee who was doing business as Reliable Maintenance. The employee provided cleaning services at Cambro Manufacturing ("Cambro") at the franchisee's instruction. The employee alleged claims of failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wages, failure to pay overtime wages, failure to pay split shift premiums, waiting time penalties, failure to

make adequate itemized statements, violation of California Labor Code section 2801 and a general violation of Business and Professions Code Section 17200, et seq. for unlawful, unfair or fraudulent business practices. OpenWorks filed an answer July 2016, denying all claims made against it, and Cambro filed a demur, disagreeing with the allegations. The franchisee fled the country and refused to return. Without any admission of liability and with a denial that OpenWorks or Cambro ever acted in a manner that violated any statutory law or other right, OpenWorks and Cambro settled the matter for a payment of $12,500 to the employee and a payment of $2,500 to the California Labor Workforce and Development Agency in return for the employee's release and dismissal of claims against OpenWorks and Cambro, which was approved by the court in January 2017.

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

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

You must pay OpenWorks an initial franchise fee, determined as described in the chart below. The initial franchise fee is non-refundable unless OpenWorks is unable to offer the applicable initial monthly account volume to you for the package you purchase within the fulfillment period specified in the Franchise Agreement. The full initial franchise fee is due when you sign your Franchise Agreement.

OpenWorks Package	Initial Monthly Account Volume (Note 1)	Franchise Fee
OW P	0	2,500
OW GrOW	0	6,000
OW 7	7,000	24,850
OW 10	10,000	33,000
OW 25	25,000	72,000

Notes:

1. The initial monthly account volume is the amount of the gross monthly dollar volume of the cleaning accounts that are packaged together for the franchise level you purchase. Your monthly account volume may increase if you add additional cleaning accounts. If a cleaning account terminates its maintenance agreements, OpenWorks will replace that account under certain circumstances. Refunds are only offered as described below in this Item 5.

Veterans Financing Program.

For veterans, OpenWorks will offer a 10% discount off the initial franchise fee, which discount is deducted from the amount financed.

OpenWorks Package	Initial Monthly Account Volume (Note 1)	Franchise Fee	10% Discount For veterans (Note 1)
OW P	0	2,500	250
OW GrOW	0	6,000	600
OW 7	7,000	24,850	2,485
OW 10	10,000	33,000	3,300
OW 25	25,000	72,000	7,200

Notes:

1. The initial Monthly Account Volume is the amount of the gross monthly dollar volume of the cleaning accounts that are offered to you for the franchise level you purchase. Your monthly account volume may increase if you add additional cleaning accounts. If a cleaning account terminates its maintenance agreements, OpenWorks will replace that account under certain circumstances. Refunds are only offered as described below in this Item 5.

Both programs

The fee schedule does not include sales tax which is your responsibility. It is your responsibility to comply with all applicable laws, including tax liability.

The initial franchise fee and terms of payment shown in the chart above are uniform for all franchisees, except in the event that OpenWorks adopts a temporary incentive program under certain circumstances. For example, if OpenWorks is expanding its franchise program into a new state, then OpenWorks may offer a discount reducing the total initial franchise fee for the first franchisees in that new area that execute franchise agreements. Discount programs are determined by OpenWorks in its sole discretion and most often range between a $2,000 to a $5,000 reduction in initial franchise fee. In ~~2024~~2025, OpenWorks various department promotions ranging from $500 to $5,000 off initial franchise fees. Incentive programs may involve discounted initial franchise fees or gift card programs. The initial franchise fee does not apply to franchisees signing a renewal agreement.

Higher franchise levels with increased account volume may be available in your area. If so, then the additional account volume would be offered in additional $5,000 increments from the levels at OW 25. The franchise fee would be calculated as the OW 25 franchise fee of $72,000 plus a multiplier of 3 times the increased volume amount. For example, for a $5,000 increase from a $25,000 account volume to a $30,000 account volume, the initial fee would be calculated as $72,000 + ($5,000 * 3) or $87,000. The veteran's program would have a 10% discount would be deducted. See Item 10.

The initial franchise fee is non-refundable unless OpenWorks has been unable to offer the applicable initial monthly account volume to you for the package you purchased within the fulfillment period specified in the Franchise Agreement. See Item 11 for the time periods in which OpenWorks must offer accounts to you. The fulfillment periods range from 240 days for the OW 7 package to 780 days for the OW 25 package, following completion of all requirements. For packages over OW 25, the fulfillment period is an additional 150 days for each additional $5,000 in account volume. If OpenWorks does not offer you the volume of accounts within the time period required, your sole remedy is a partial refund, as described below. OpenWorks can reduce the volume of accounts at any time by refunding the applicable portion of your initial fee.

If OpenWorks is unable to offer the initial monthly account volume for the franchise package you purchased during the applicable fulfillment period, you may request in writing within 30 days of the end of the fulfillment period a partial refund of the initial franchise fee instead of waiting for the remaining volume. The partial refund will be in the form of a reduction of a promissory note owed to OpenWorks by you, or if no promissory note exists, a cash refund. The credit or refund will be an amount equal to the difference between the initial monthly account volume of the package you purchased and the actual account volume of the account(s) actually provided, multiplied by the package multiplier applicable to the package that was purchased. The package multipliers are as follows:

OpenWorks Package	**Multiplier**
OWP / OWGrOW	N/A
OW7	2.71
OW10 and above	2.56

OpenWorks has the right to offset any amounts you owe it at the time of any refund against the amount of the refund.

The following is an example of the calculation of a credit or refund:

> *You purchase OpenWorks Package OW7 for $24,850, with $14,850 down and $10,000 financed. This Package should generate $7,000 in Account Volume per month. However, OpenWorks offers you accounts that generate a total of $6,000 in Account Volume per month by the end of the fulfillment period. To calculate your refund, the first step is to subtract the actual account volume from the initial monthly account volume for the package purchased, as follows: $7,000 - $6,000 = $1,000. The difference is then multiplied by the multiplier for OpenWorks Package OW7: $1,000 X 2.71 = $2,710. However, since you have an outstanding note balance of $10,000 payable to OpenWorks (assuming no payments were made), the $2,710 refund will apply to that balance. Therefore, in this case the promissory note is reduced from $10,000 to $7,290 ($10,000 - $2,710 = $7,290) and no cash refund is given.*

The reason why the net cost to you of the accounts provided to you in the above example is less than it would have been if you had purchased the smaller package in the first place is that the cost per dollar of initial account volume decreases as the size of the package increases. If OpenWorks fails to provide you with the initial monthly account volume for the package you purchase, your initial franchise fee is still calculated at the same cost per dollar of initial monthly account volume as the package that you purchased.

OpenWorks will verify the credit of and conduct a background check on all your owners and/or members. You must pay a background check fee of up to $80.00 per individual.

ITEM 6
OTHER FEES

Type of Fee	Amount (Note 1)	Due Date	Remarks
Royalties	15% of Gross Revenue (Note 2)	Monthly	Paid to OpenWorks as part of its billing and collection services. Subject to a minimum of $300 monthly royalty fee. We are not currently collecting the minimum monthly royalty fee.
Advertising Fund Fee	Up to 3% of Gross Revenue (currently 2.5% is collected)	Monthly	Deducted from funds OpenWorks remits to you.
Marketing Fees	Three times one month's billing on a new account or on the increase in an existing account	Upon contracting for additional account unless financed	We reserve the right to increase the marketing fees at any time by providing you with 30 days advanced written notice or by amending the Manual.
Technology and Innovation Fee	Up to 2% of Gross Revenue (currently .5% is collected)	Monthly	We reserve the right to increase the technology and innovation fees at any time by providing you with 30 days' advanced written notice or by amending the Manual.
Background Check Fee	~~Currently up~~Up to $80 per background check	Prior to signing Franchise Agreement for each owner and thereafter, upon request	OpenWorks will verify your credit and perform a background check again if requested by a client.

Type of Fee	Amount (Note 1)	Due Date	Remarks
		for background check	
Special Project Fee	0% or 15% or 30% of Gross Revenue from job	Upon payment of revenue to Franchisee	Percentage depends on whether you or OpenWorks obtained and/or priced the job. Deducted from funds OpenWorks remits to you. (Note 3)
Initial Training Fee	$250 per group	Upon registration for training	No charge for first group trained before you begin business.
Continuing Training Classes	$0 to $150 per class or platform	At beginning of class	Classes may be optional or mandatory, at OpenWorks' discretion.
Cancellation Charge	$50	Upon missing appointment	For any training class, inspection or appointment with OpenWorks or a customer, including any cleaning, that you schedule and fail to attend.
Renewal Fee	$2,500	Upon signing of new Franchise Agreement	Paid to OpenWorks.
Account Transfer Fee	$50 per Account	Upon approval of transfer by OpenWorks	Applies to transfer of one or more, but less than substantially all, of your Accounts.
Franchise Transfer Fee	$1,000 to $2,500	Before transfer	$1,000 for transfer of a partial interest to an existing co-owner unless the co-owner will have a controlling interest and has not completed training; $2,500 transfer fee of more than 50% or greater ownership to a new owner.
Document Preparation Fee	$250	Upon request for preparation	Payable only if you request the preparation of customized documents for marketing or other purposes.
Unauthorized Marketing Fee	$200	Upon discovery and	If you use any unauthorized marketing materials, OpenWorks

Type of Fee	Amount (Note 1)	Due Date	Remarks
		request	may impose a fee of $200 per violation, which may continue to be imposed on a monthly basis if the violation continues.
Trouble Call Fee	$50 per occurrence, plus reimbursement if replacement services are required	Upon discovery of the need	Compensates OpenWorks for investigating and fixing customer complaint; current charge of $50 is subject to change.
Insurance	Currently 3.6% of Gross Revenue (subject to change upon notice)	Monthly	Payable if you choose to enroll in OpenWorks' insurance program or fail to maintain required insurance and OpenWorks enrolls you in its insurance program. See Item 8. (Not available in New York)
Workers' Compensation Insurance	Varies based on state of operation	Monthly	This fee is payable to us only if you do not carry your own Workers' Compensation Insurance and you are enrolled in OpenWorks' insurance program. (Not available in New York)
Supplier Evaluation	OpenWorks' expenses (estimated to range from $100 to $5,000)	Upon demand	If you request evaluation of a new supplier, you must reimburse OpenWorks' expenses for inspections, investigations and testing.
Customer Charges	Amount customer charges plus $500/day	Upon demand	Payable only if customer keys and codes are not turned over to OpenWorks immediately when you are removed from or discontinue services to a customer for any reason.
Indemnification	Amount of OpenWorks' liabilities	As incurred	Covers claims and liabilities incurred by OpenWorks relating to your operation of your business.
Audit Costs	OpenWorks' expenses ($100 to $5,000)	Upon demand	Payable if OpenWorks must obtain an audit due to Franchisee's deficiencies. For example, if you do not report all your Gross Revenue to

Type of Fee	Amount (Note 1)	Due Date	Remarks
			OpenWorks.
Attorneys' Fees	Amount incurred by OpenWorks	As incurred	Attorneys' fees and costs for enforcing your agreements.
Interest on Unreimbursed Advances	12% per year	Beginning on the 91st day after an advance is not repaid	Payable on amounts OpenWorks advances to you before your customers pay, if your customers don't pay and you don't reimburse OpenWorks within 90 days.
Interest on Late Payments	Lesser of 21% per year or highest rate allowed by law	Upon demand	
Lost Document Fee	$25 per replacement copy	Upon request for copy of lost document	Payable if you request a replacement of any damaged, lost or otherwise misplaced document relating to the franchise relationship.

Notes:

1. All amounts referred to in this chart are payable to OpenWorks and are non-refundable and uniformly imposed.

2. Gross Revenue is the total amount paid by all customers for your services within an accounting period. There is no reduction for taxes or any other purpose.

3. Applies to any one-time, non-recurring job that you perform, such as carpet cleaning, for which OpenWorks prices and/or solicits the job, regardless of who originally obtained the customer. If you obtain and price the job, the special project fee is zero. If you obtain the job, but OpenWorks prices the job, the special project fee is 15% of the total contract price. If OpenWorks obtains the job, but you price the job, the special project fee is 15%. If OpenWorks obtains and prices the job, the special project fee is 30%.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Initial Franchise Fee (Note 1)	$2,500 to $72,000	Lump sum	At signing	OpenWorks
Background Check Fee (Note 2)	Up to $80 per individual	Lump sum	Prior to signing and as incurred	OpenWorks
Expenses During Training (Note 3)	$0 to $500	As incurred	As incurred	Vendors
Uniforms (Note 4)	$0 to $400	As incurred	When purchased	OpenWorks or approved supplier
Computer (Note 5)	$0 to $1,500	As incurred	When purchased	Vendors
Additional Supplies (Note 6)	$0 to $500	As incurred	When purchased	OpenWorks or approved supplier
Additional Equipment (Note 6)	$0 to $5,000	As incurred	When purchased or leased	OpenWorks or approved supplier
Organizational Costs (Note 7)	$500 to $3,000	As incurred	As arranged	Attorney, accountant, adviser
Insurance (Note 8)	$1,000 to $3,000	Lump sums	Before opening	Carriers
Lease (Note 9)	$250 to $1,000	Cash or check	As required by your lease	Landlord
Construction and remodeling (Note 9)	$0 to $5,000	As requested by landlord	As requested	Landlord or Contractor
Furnishings (Note 9)	$0 to $7,500	Cash or financing	As requested	Various Suppliers
Additional				

Your Estimated Initial Investment				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Operating Funds for 6 to 12 Months (Note 10)	$0 to $35,000	As incurred	Varies	Employees, others
Total	$4,250 to $134,480			

Your estimated initial investment before you begin operating your business and for your first three months of operations are shown on this chart. Except for the initial franchise fee, all figures are estimates and payments to OpenWorks are nonrefundable.

Notes:

1. The initial franchise fee is non-refundable unless OpenWorks has been unable to offer the applicable initial monthly account volume to you, in which case you may elect to receive a partial refund. See Item 5.

2. Prior to executing the Franchise Agreement and as requested during the term of the Franchise Agreement, you will pay OpenWorks a background check fee for verifying the credit history and conducting a background check of each owner and/or member of Franchisee. The fee is currently up to $80 per individual. You will execute the Background Check Release and Authorization Form attached to this Franchise Disclosure Document at **Exhibit N**.

3. Most trainees remain living at home and commute to training as needed, but you may have costs for travel and meals during training.

4. All members of your cleaning crew must wear uniforms previously approved by OpenWorks. Uniforms for your cleaning crews consist of an OpenWorks shirt. During all business hour visits to the customer, you or your designated manager, if you have one, must be in professional business attire or in business casual attire with an OpenWorks polo shirt with the OpenWorks logo. The range shown is the initial purchase cost of uniforms for one to 20 people. OpenWorks will provide you with two t- shirts and one polo shirt as part of your initial package for all gross monthly dollar volume levels. The cost of t-shirts currently ranges from $12 to $28, the cost of polo shirts ranges from $15 to $29. All prices are determined by outside vendors and are subject to change.

5. You must have a computer system and mobile smart phone with sufficient data capabilities for you to access the Internet, e-mail, and other required mobile and non-mobile technology platforms.

6. You may elect to purchase additional supplies or purchase or lease additional equipment in addition to those supplied by OpenWorks.

7. The amount for organizational costs will include the cost to form an entity and obtain advice from independent advisors.

8. Premiums for the first three months for general liability, employer's liability coverage, and workers' compensation insurance. You may elect to purchase certain insurance through the insurance program we sponsor if available in your state.

9. An OpenWorks franchise is designed to be compatible with a home-based business model. No retail or commercial location will be required. OpenWorks provides some administrative support from its offices, such as billing and customer service support. Factors that should be considered when selecting an office location for your OpenWorks business, if needed, should include: quality of neighborhood and area, overall need for leasehold improvement and/or fixtures and rental square footage rate for the area. All of the above factors are relative to one another. If you need to acquire office space to accommodate your OpenWorks business, you may need to make certain improvements to your office space. The cost of leasehold improvements will vary based upon size, condition and location of the premises, local wage rates and material costs. You may have to purchase or lease office furniture if you do not currently have office furniture. We do not recommend you begin operating your business from an outside location. The vast majority of past and current franchisees have chosen to operate their businesses out of their homes.

10. The estimate for additional operating funds includes amounts required to cover operating shortfalls and cash flow shortages during your first six to twelve months of operation. OpenWorks relied on its own experience and that of its former subsidiaries as of the FDD issuance date on the cover of the FDD in estimating this amount. This figure DOES NOT include anything for your salary or living expenses.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases from OpenWorks

OpenWorks provides you with routine billing and collection services which you are required to use. For one-time special projects, OpenWorks charges a special project fee of 15% or 30% of the Gross Revenues from the project. See Item 11 for a detailed description of these services, and Item 6 for more information about the calculation of these fees. These fees are deducted from the revenue collected by OpenWorks and remitted to you.

There are no other goods or services that you must purchase from OpenWorks as of the date the Franchise Disclosure Document was issued, although OpenWorks may require you to do so in the future. Other than OpenWorks itself, there is no supplier in which an officer or director of OpenWorks owns an interest.

Optional Purchases and Leases from OpenWorks

Marketing Services for Additional Accounts

You may request OpenWorks to provide you with additional accounts. If your franchise and its services to your then-current accounts are in good standing, then OpenWorks may offer you such accounts or increased billings under accounts you are already servicing. See Item 11 for a description of these services. If you ask OpenWorks to provide you with additional accounts, or if you accept any additional or increased accounts, you must pay OpenWorks a marketing fee. The current marketing fee is 3.0 times the monthly additional account volume. The marketing fee is not refundable. OpenWorks may finance a portion of the marketing fee if you meet OpenWorks' conditions and qualifications. You must sign an Agreement for Account Assignment or Increase, which is attached as **Exhibit E** to this Disclosure Document, for each account you agree to service.

Equipment and Supplies

OpenWorks itself is an approved supplier of equipment, and you may purchase equipment from OpenWorks if you wish. See the Equipment Purchase Agreement form attached as **Exhibit F** to this Disclosure Document. OpenWorks expects to sell this equipment at its cost, plus an administrative fee of up to 40%.

Insurance

You will be subject to the following requirements and policies regarding insurance for your franchise:

- You must purchase and maintain a policy or policies of comprehensive public liability insurance, including employer's liability coverage, product liability coverage, covering all janitorial service assets, personnel and activities on an occurrence basis with a combined single limit for bodily injury, losses, death or property damage of not less than $2,000,000.

- In some instances an Account may request additional insurance, which you will have to additionally purchase.

- You must obtain hired and non-hired auto insurance with a minimum of $1,000,000 liability coverage on all vehicles involved in the OpenWorks business.

- You must carry property insurance in a minimum amount equal to the replacement value of your interest in the Janitorial Service supplies, vehicles and equipment.

- You must maintain workers' compensation policies for your employees in an amount not less than $1,000,000 and not less than the minimum requirements of applicable law.

- You must maintain policies of disability insurance and any other types of insurance required by applicable law.

- You must maintain business interruption insurance in an amount sufficient to pay OpenWorks for at least six months of your obligations to us, including financed note payables, royalty fees, advertising fund fees and any other amounts that would have been earned or paid.

- OpenWorks may increase the minimum coverage requirements set forth in this Franchise Disclosure Document annually if necessary to reflect inflation or other changes in circumstances.

- Each insurance policy that is required under this Franchise Disclosure Document must contain a provision that the policy cannot be canceled without 10 days' written notice to OpenWorks; it must be issued by an insurance company with a rating of A- or better by A.M. Best, designate OpenWorks and its officers and directors as an additional named insured, and be satisfactory to OpenWorks in form, substance and coverage. You must deliver a certificate of the issuing insurance company evidencing each policy to OpenWorks within ten days after the policy is issued or renewed.

- If you fail to purchase the required general liability insurance or any additional insurance, OpenWorks may enroll you in any insurance program it sponsors or purchase the insurance for your benefit and deduct the premiums and other related costs from your monthly Gross Revenue. If enrolled, OpenWorks and its officers are named as an additional insured on the policy. Failure to maintain the required amounts and types of insurance set forth in this Franchise Disclosure Document, or any other insurance required by applicable law, may result in a loss of Accounts or termination of your Franchise Agreement.

Currently, ~~70~~40% of franchisees participate in the Worker's Compensation insurance program that OpenWorks sponsors with Tangram Insurance Services ("WC Carriers") and ~~65~~55% of franchisees participate in the General Liability insurance program that OpenWorks sponsors with CNA Insurance ("GL Carrier"). The remainder of franchisees elect to arrange for their own insurance from other insurance carriers. The WC Carrier offers Worker's Compensation that meets the applicable state's requirements and includes $1,000,000 of coverage for bodily injury by Accident – each accident, $1,000,000 of coverage for bodily injury by disease – each employee and $1,000,000 of coverage for bodily injury by disease – policy limit. There is no deductible for the Workers Compensation program. The GL Carrier offers $1,000,000 each occurrence, $100,000 damage to premises rented to you, $10,000 medical expense limit, $1,000,000 personal injury limit, $2,000,000 general aggregate limit and $2,000,000 products/completed operations aggregate limit. The deductible for the General Liability insurance program ranges from $0 to $500. If a franchisee has a potential claim, the franchisee would contact OpenWorks who will provide the franchisee with the applicable insurance company agent to work with for processing the claim. The franchisee is liable for any claim that is outside of the policy coverage. OpenWorks annually purchases a policy that covers a certain amount of gross customer billings for its franchisees that elect to participate as well as coverage for itself and its own employees. OW evaluates the carriers each year and may substitute carriers during the year. OpenWorks determines the premium cost for its franchisees that elect to be covered under the policy based on the ranges of gross billing amounts by the franchisee. Franchisees with more gross billings will pay a higher premium. On an annual basis OpenWorks provides the franchisee information and gross billing amounts for all franchisees in the program to the insurance company along with insurance certificates for non-participating franchisees. The amount a franchisee will pay will vary on an annual basis based on the insurance costs and the franchisee's gross billings. OpenWorks includes an administrative fee

for the premiums for handling the program but there is no markup on the deductible amount a franchisee pays for a claim. Franchisees electing to purchase workers compensation insurance through OpenWorks will be required to file the forms stated in the Manual which are currently a Form 941 Quarterly Tax Return to its WC Carrier or OpenWorks, in OpenWorks' discretion, each quarter within 10 days of filing. OpenWorks will provide a certificate of insurance to each cleaning customer upon request for any franchisee that elects to participate in the program and to any franchisee upon request.

Approved Suppliers and Specifications for Goods and Services

In order to manage the reputation of the OpenWorks network for delivery of uniform, quality service, OpenWorks requires that you use only cleaning supplies and equipment approved by OpenWorks and that you obtain all the uniforms, forms, cleaning materials and supplies that you use from suppliers that OpenWorks designates or approves. OpenWorks will give you, in the Manual or otherwise in writing, a list of names and addresses of suppliers of goods and services that OpenWorks designates or approves and a list of approved equipment and supplies. OpenWorks may revise the Manual periodically. See Item 11.

If you wish to use any product that is not previously approved by OpenWorks to meet OpenWorks' specifications or that is sold by a supplier not previously approved by OpenWorks, you must advise OpenWorks of this fact and, upon OpenWorks' request, give OpenWorks product specifications, sample products, and/or information about the supplier. OpenWorks will communicate either its approval or its reasons for withholding its approval to you within 10 business days. Silence may not be construed as consent. The primary criteria considered by OpenWorks in approving suppliers and products are the consistency and commercial-grade strength of products and the willingness of suppliers to render product support. As a condition of approving a supplier or product, OpenWorks may require you to reimburse it for any expenses reasonably incurred by OpenWorks in inspecting the supplier's premises, investigating the supplier, and testing the product. As a condition of approving a supplier of any product that will bear the Trade Name or Marks, OpenWorks may require that the supplier sign a license agreement with OpenWorks or provide a rebate. OpenWorks may withdraw its approval of a supplier or product if either or both no longer meet OpenWorks' standards or specifications. OpenWorks will notify you in writing if this occurs.

Revenues from Sales and Leases to Franchisees

In the year ended December 31, ~~2024~~2025, the gross deposits for franchisee insurance and bonds collected by OpenWorks, net of premiums paid was $~~1,582,436~~1,481,937 which was ~~1.7~~1.3% of OpenWorks' total revenues of $~~91,970,336~~111,239,383.

In the year ended December 31, ~~2024~~2025, the gross revenues of OpenWorks from franchisees' purchases of services and supplies, and purchases and leases of equipment, including interest where any such purchases were financed, were $0, which was 0% percent of OpenWorks' total revenues of $~~91,970,336~~111,239,383.

Percentages of Franchisee Purchases and Leases

OpenWorks estimates that the costs of the goods and services you purchase and lease from OpenWorks and its approved suppliers, and in accordance with OpenWorks' specifications, will be over 98% of your total purchases and leases in connection with the establishment of your business, and of your total annual purchases and leases thereafter in connection with the ongoing operation of your business as of the date this Disclosure Document was issued.

Purchasing Cooperatives

There are no purchasing or distribution cooperatives for the purchase or lease of goods or services relating to your business as of the date this Disclosure Document was issued.

Supplier Purchase Arrangements

From time to time, OpenWorks or its affiliates may negotiate one or more agreements with suppliers of uniforms, chemicals, equipment or supplies in order to ensure competitive pricing and quality for its franchisees. OpenWorks may also recommend certain suppliers of business services such as payroll services, accounting services, lending services, which are optional for you to use. OpenWorks may under some circumstances receive rebates from such suppliers of 1% to 15% of the amounts of purchases or services by franchisees. Except as discussed above, OpenWorks has not negotiated purchasing arrangements on behalf of its franchisees in the past.

Material Benefits

OpenWorks does not provide any material inducements or special benefits (such as renewal or additional franchises) to you based on whether you make purchases or enter into leases with OpenWorks or any approved supplier.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Not applicable	7, 8, 11
b.	Pre-opening purchases/leases	Not applicable	5, 7, 8
c.	Site development and other pre-opening requirements	Not applicable	5, 7, 12
d.	Initial and ongoing	5.1	11

Obligation		Section in Agreement	Disclosure Document Item
	training		
e.	Opening	7.2.1	11
f.	Fees	5.4.2, 6	5, 6, 7, 8
g.	Compliance with standards and policies/Operating Manual	7.2	8, 11, 14
h.	Trademarks and proprietary information	3.7, 3.18, 3.22, 3.25, 7.1, 8.1, 8.5	13, 14
i.	Restrictions on products/services offered	7.2.4	16
j.	Warranty and customer service requirements	7.2.3, 7.2.5	16
k.	Territorial development and sales quotas	Not applicable	12
l.	Ongoing product/service purchases	5.8	8, 10
m.	Maintenance, appearance, and remodeling requirements	Not applicable	8, 17
n.	Insurance	7.3	6, 8
o.	Advertising	5.7, 7.1.3	6, 8, 11
p.	Indemnification	8.4	6, 13
q.	Owner's participation/ management/staffing	7.2.8, 7.2.10, 7.2.11	7, 15
r.	Records and reports	5.4	6
s.	Inspections and audits	6.6, 6.7, 7.2.6	6
t.	Transfer	9	6, 17
u.	Renewal	4.2.2	17
v.	Post-termination obligations	5.2.6, 8.5.4, 10.4	17
w.	Non-competition covenants	8.6	17
x.	Dispute resolution	11	17
y.	Other: Guaranties, Confidentiality and Non-Competition Agreement; Spousal Consent (Note 2)	11.13, Attachments 3, 4	6, 10, 15, 22

Obligation		Section in Agreement	Disclosure Document Item
		and 6	

ITEM 10
FINANCING

Marketing Fee

You may finance a portion of any marketing fee, subject to OpenWorks' discretion and approval. The amount OpenWorks will agree to finance will depend on the size of the transaction, your other debt, your credit history, and your anticipated cash flow. In order for OpenWorks to evaluate your credit history, prior to execution of the Franchise Agreement you must complete a background check authorization form which is attached as **Exhibit O** to this Franchise Disclosure Document. (This form may be revised by the credit agency.) You will be required to provide your birth date, social security number, driver's license information and current address. Your execution of this form is your notification that a background check will be ordered on you to evaluate your credit history.

Financing terms are 12% per year (unless reduced at OpenWorks' discretion) or the highest rate permitted by applicable law, whichever is less, over up to a two year period. The loan will be evidenced by a promissory note in the form of **Exhibit D** to this Franchise Disclosure Document.

If the down payment is not paid when the contract is signed, it must be paid as a first installment, and the balance plus interest will be payable in up to 24 equal monthly installments, in OpenWorks' sole discretion. The minimum down payment for the marketing fee is 20% of the additional billing volume.

No collateral is required to secure the note. However, the personal guaranties of the Franchise Agreement signed by your principals and their spouses will also cover the note. A personal guaranty may override the protections given to your personal assets that your ownership interest in a corporation or limited liability company generally provides. The guaranty includes a provision that you may not bring a counterclaim or setoff to any claim brought by OpenWorks under the note. The note may be prepaid at any time without penalty. There is an acceleration clause that becomes effective upon certain events of default.

If a default occurs under the note, your Franchise Agreement, or any other agreement that you have with OpenWorks, or if OpenWorks determines in its reasonable judgment that your financial condition has become unsatisfactory, OpenWorks can accelerate the entire amount due under the note, collect its costs and attorneys' fees, and terminate your franchise if

the note is not paid in full immediately. One of the default provisions is that OpenWorks may accelerate the amount due under the note if you fail to pay, withhold, collect or remit any tax when it is assessed or due. There are other default provisions.

The note includes a waiver of notice. If the particular events of default listed in the note occur, OpenWorks is not required to give you notice of the default before calling the note due under the acceleration clause.

OpenWorks reserves the right to assign your note. OpenWorks has not sold notes in the past, and has no present intention to do so in the future. OpenWorks has pledged its stock to a bank as collateral for a loan, and anticipates continuing to do so. OpenWorks itself remains fully obligated to you to perform all the services for which you give the note and you retain all your defenses against OpenWorks. As a result of the pledge to the bank, however, you may not be able to assert your defenses against the bank if the bank is collecting your payments on the note. In that case, you would have to assert your claims against OpenWorks in a separate action.

Equipment

OpenWorks has an equipment purchase program to finance purchases of equipment for use in its franchisees' businesses. OpenWorks is the lender in these transactions. It will finance the entire purchase price of the equipment at an annual interest rate of 12%. The agreement requires 12 equal monthly payments.

The equipment itself is the collateral and normally you are the only guarantor. Prepayment in whole or in part may be made at any time without notice or penalty. Should a default occur, then the whole sum of principal, and interest thereon which shall then have accrued but which remains unpaid, shall become immediately due and payable at the option of OpenWorks, with default interest on the entire unpaid principal and accrued and unpaid interest from the date of such default until paid at the lesser of (i) the rate of one percent (1%) per month, or (ii) the highest rate permitted by applicable laws.

No Other Financing

OpenWorks does not directly or indirectly offer any other financing to you. OpenWorks does not guarantee any loan, lease or other obligation you may enter into with a third party. OpenWorks does recommend certain independent third party lenders for franchisees to contact. OpenWorks receives a $1,000 referral fee from Guidant Financial for each franchisee that enters into an agreement with the lender. OpenWorks receives a rebate of 9% of the invoiced rate from its other recommended lender, LENDZEE. OpenWorks not receive any other direct or indirect payments for any financing you may receive from third parties.

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

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

Our Obligations Before Opening

Before the opening of the franchised business, we will provide you with the following:

(1) No requirement for site approval. You do not need to have our approval of any business location provided that you stay within your territory. (Franchise Agreement § 4.1.1.)

(2) Initial Training Program. Before you begin business, OpenWorks will conduct a training program in the operation of an OpenWorks janitorial service business as more fully discussed below under the caption "Training." (Franchise Agreement § 5.1.1.)

(3) Equipment and Supply List. You must use only equipment and supplies from our designated and approved suppliers. We will provide you with an equipment list and supplier list. (Franchise Agreement § 5.3.)

(4) Manual. OpenWorks will lend you its Operations and Safety Manual as more fully discussed below under the caption "Manual." (Franchise Agreement §§ 5.6. and 5.8.)

(5) Initial Accounts. You will not begin operations until you have met our training, formation, equipment, and certificate requirements. Once you have met these obligations, you may commence operations by finding accounts, and, if required, OpenWorks will offer you cleaning accounts whose gross monthly dollar volume of cleaning services will be cumulated to reach the initial monthly account volume of the franchise package you purchase. (Franchise Agreement § 5.2.)

Our Obligations during Operations

OpenWorks is not required to offer you any assistance not described below after you begin business.

(1) Opening. After you have met our requirements and accepted at least one account, you will begin operations. OpenWorks will continue to offer you cleaning accounts whose gross monthly dollar volume of cleaning services will be cumulated to reach the initial monthly account volume promised in the Franchise Agreement within the fulfillment period for the franchise package you purchase. OpenWorks has between 240 to 780 days to offer you the cumulative volume of these accounts, depending on the package purchased. See the chart in this Item 11. (Franchise Agreement § 5.2).

(2) Equipment and Supply Kit. For all packages except the OW P package, at no additional charge, OpenWorks will provide you with an initial equipment and supply kit to operate your business. (Franchise Agreement § 5.3.)

(3) Billing and Collection. OpenWorks will provide billing and collection services. (Franchise Agreement §5.4.1.)

(4) Limited Cash Flow Protection Service. In certain circumstances only, during your initial fulfillment period OpenWorks will advance you a sum equal to any delinquent

payments that should have been, but were not, received by OpenWorks from certain customers you serviced. Any such sums advanced to you by OpenWorks must be paid to OpenWorks within 90 days after the date upon which payment was due from the Account whose payment was delinquent. Thereafter, you must repay OpenWorks or it may deduct amounts owed to it by you for such advances from any and all money collected by OpenWorks on your behalf. You must pay OpenWorks interest at the rate of 12% per year on any advances for which OpenWorks has not been reimbursed within 90 days after the date upon which payment was due from the Account. (Franchise Agreement § 5.4.2.)

(5) Additional Accounts. In certain circumstances only, OpenWorks may offer you additional accounts. (Franchise Agreement § 5.2.4.)

(6) Replacement of Accounts. If any of your initial accounts terminates its janitorial service agreement within one year after you begin servicing the account, OpenWorks will, in its sole and absolute discretion, either: i) offer you a replacement account within 150 days or ii) issue a partial refund of the initial franchise fee, pro-rated for account volume and days remaining in the first year of that particular account. If any of your additional accounts terminates its janitorial service agreement within six months of your acceptance of the account, OpenWorks will, in its sole and absolute discretion, either: i) offer you a replacement account within 150 days or ii) issue a partial refund of the Marketing Fee for that particular account, pro-rated for account volume and days remaining in the first 6 months of the account. (Franchise Agreement § 5.2.4.)

(7) Consultation. Upon your request, OpenWorks will use commercially reasonable efforts to make its personnel available to you at no charge for consultation. (Franchise Agreement § 5.5.)

(8) Advertising Fund. OpenWorks will administer an advertising fund which will be used by OpenWorks for certain marketing development and branding. (Franchise Agreement § 5.7.)

Our Obligations in Detail Before and During Operations

Site Selection

This is designed to be compatible with a home-based business model. No retail or commercial location will be required. However, if you decide to work out of a location other than your home, you do not need our approval of the location, provided you stay within your territory. OpenWorks has neither an obligation to help you find a site for your business nor the right to approve it.

Training Program

If applicable, before you begin business, OpenWorks will conduct a training program in the operation of an OpenWorks janitorial service business as more fully discussed below under

the caption "Training." (Franchise Agreement § 5.1.1.) No initial training is provided to existing franchisees that renew their franchises; however, mandatory continuing training may be required prior to renewal, as well as occasionally during the term of the Franchise Agreement. You must arrange for your training and that of your employees. We may provide general recommendations on hiring, but all recommendations are optional, and we do not otherwise assist you in hiring your employees.

Equipment List and Supplier List

You must use only approved equipment and supplies from OpenWorks' designated and approved suppliers. We will provide you with a product list and supplier list. (Franchise Agreement § 5.3.)

Equipment Kit

For all packages except the OW P package, OpenWorks will provide you with an equipment and supply kit. If you purchased an OW P package, OpenWorks will not provide you with an equipment and supply kit. The current equipment kit being provided by OpenWorks is described in Attachment 1 to the Franchise Agreement. OpenWorks may substitute certain items listed on Attachment 1 with other items that have equal or greater value or quality. No equipment and supply kit is provided to existing franchisees that renew their franchises. (Franchise Agreement § 5.3.)

Initial Accounts

After all required individuals have successfully completed initial training, you have picked up your equipment, delivered to OpenWorks copies of your business license, and any required registrations, and paid the initial franchise fee, OpenWorks will offer you cleaning accounts whose gross monthly dollar volume of cleaning services will be cumulated to reach the initial monthly account volume promised in the Franchise Agreement within the fulfillment period for the franchise package you purchase. OpenWorks' fulfillment periods are as follows for each franchise package:

OpenWorks Package	Initial Monthly Account Volume	Fulfillment Period (Days)
OW P / OWGrOW	0	N/A
OW 7	7,000	240
OW 10	10,000	330
OW 25	25,000	780

For packages more than the OW 25 level, the initial monthly account volume is offered in $5,000 increments and may be available depending on your location. The fulfillment period is calculated as an additional 150 days per $5,000 account volume.

In order to accept an account, you must execute an Account Acceptance Agreement provided by OpenWorks. You shall not begin service at an account unless and until you have

received from an authorized OpenWorks representative and executed, as applicable, a) the Account Acceptance Agreement and b) the Scope of Work for the account.

If OpenWorks does not offer the applicable initial monthly account volume during the fulfillment period, your sole remedy is a credit or refund of a portion of your initial franchise fee, as described in Item 5. Such a credit or refund will fulfill OpenWorks' obligation to offer the remaining portion of the initial monthly account volume. No initial monthly account volume is provided to existing franchisees that renew their franchises. (Franchise Agreement § 5.2.1.)

You must sign an Agreement for Account Assignment or Increase, which is attached as **Exhibit E** to this Franchise Disclosure Document, for each initial and additional account you agree to service. You acknowledge and agree that you will not begin servicing an account until you have executed the applicable Account Assignment Agreement. (Franchise Agreement § 5.2.5.)

You may refuse up to two separate new accounts from the initial monthly account volume offered by OpenWorks for any reason whatsoever during the term of the franchise. To do so, you may refuse an account when it is initially offered to you. If you do not respond within the time OpenWorks designates when it invites you to a walk-through of an account, requests documentation of business plan for the account, or thereafter offers you the account, you will be deemed to have refused the account. However, each refusal of an account will extend the fulfillment period by an additional 30 days. (Franchise Agreement § 5.2.3.)

If, during the fulfillment period, you commit any default that would justify termination of an account or of your Franchise Agreement (including your failure to properly perform your janitorial service obligations) OpenWorks may, at its option, suspend the fulfillment period until the default is cured instead of terminating your service to an account or terminating the Franchise Agreement. If OpenWorks determines that you cannot or will not cure the default, OpenWorks may require you to repeat the initial training course. Once you have either cured the default or successfully completed retraining, as applicable, the prior fulfillment period will be cancelled and a new fulfillment period will begin. (Franchise Agreement § 5.2.1.)

Billing and Collection

OpenWorks will provide billing and collection services for you. You must use this service and may not bill accounts yourself or make collection efforts unless authorized in writing by OpenWorks. Within 45 days after the end of each month, OpenWorks will send you your Gross Revenue for that month, after deduction of any sums currently due and payable by you to OpenWorks under the Franchise Agreement, and any amounts you have authorized OpenWorks to pay to third parties on your behalf, , which may include any damages owed due to your default of the Franchise Agreement.. OpenWorks may adjust the deadlines for reporting by you and payment by OpenWorks if it determines these adjustments are necessary because of the payment practices of customers. You will be notified of any such adjustments. (Franchise Agreement § 5.4.1.)

Limited Cash Flow Protection Service

For the first 90 days of each account you accept that is part of your initial fulfillment volume, at the time of sending your monthly Gross Revenue to you, OpenWorks will advance you a sum equal to any delinquent payments that should have been, but were not, received by OpenWorks from any customers you serviced if all of the following requirements are met:

- The customer was not delinquent in the immediately preceding month;
- You are not in Default of the Franchise Agreement;
- Prior to OpenWorks advancing such sum, the customer has not terminated its Maintenance Agreement with OpenWorks or requested a new service provider at the locations you serviced;
- OpenWorks had not previously instructed you to terminate service to the customer;
- The customer was originally provided by OpenWorks;
- You submitted to OpenWorks the monthly statement of all services rendered by you, including services rendered to the delinquent customer, in a timely manner and in the form prescribed by OpenWorks; and
- As otherwise required by OpenWorks in the Manual.

Any such sums advanced to you by OpenWorks must be repaid to OpenWorks within 90 days after the date upon which payment was due from the customer. You must repay OpenWorks or OpenWorks may deduct amounts you owe it for these advances from any and all money collected by OpenWorks on your behalf. You must pay OpenWorks interest at 12% per year on any advances for which OpenWorks has not been reimbursed within 90 days. (Franchise Agreement § 5.4.2.)

OpenWorks is entitled to recover from you any costs OpenWorks incurs in collecting money owed by customers you serviced. OpenWorks may apply any money you pay OpenWorks or that is paid by any such customers to collection costs. (Franchise Agreement § 5.4.3.)

Additional Accounts

You will not have the option to purchase additional franchises. However, you may request additional accounts from OpenWorks. If your franchise and its services to your then-current accounts are in good standing (as defined in Franchise Agreement §3.13), additional accounts may be accounts offered to you by OpenWorks over and above the initial monthly account volume under the following scenarios:

- You may request OpenWorks to provide you with additional accounts;
- OpenWorks may offer additional accounts to you on its own and you may accept;

- OpenWorks, in conjunction with a proposed increase in an account you are servicing, may require you to purchase the increase in the dollar account volume of that account, in which case OpenWorks may assess a marketing fee from you that is proportionate to the increase; or

- OpenWorks, in conjunction with assigning an account to you under a previous obligation, may require you to purchase the overage if the acceptance of an account would cause the gross dollar volume to exceed the amount OpenWorks is obligated to provide.

You must execute an amendment to the Franchise Agreement signifying an additional account purchase and pay the appropriate marketing fee. If you finance a portion of the marketing fee, you must execute a promissory note. See Item 10. OpenWorks may have outstanding obligations to offer accounts under more than one contract at a time. Assignment of a given account, if of sufficient monthly billing magnitude, may help to fulfill OpenWorks' obligations to offer accounts under more than one contract. (Franchise Agreement § 5.2.4.)

OpenWorks is under no obligation to provide you with additional accounts and may agree to do so solely at its own discretion.

Replacement of Accounts

If any of your initial accounts terminates its janitorial service agreement within one year of when you begin servicing it, for a reason unrelated to your service of the account, OpenWorks will, at its sole and absolute discretion, either i) offer you replacement accounts within 150 days of the termination or ii) issue a partial refund of the Initial Franchise Fee, pro-rated for account volume terminated and days remaining in the one-year period. Any such partial refund will be first applied toward loan balances you owe to OpenWorks, regardless of whether they are related to the applicable account. If any of your additional accounts terminate their contracts within six months of your acceptance of the account, for a reason unrelated to your service of the account, OpenWorks will, at its sole and absolute discretion, either i) offer you replacement accounts within 150 days of the termination or ii) issue a partial refund of the Marketing Fee for the applicable account, pro-rated for account volume terminated and days remaining in the one-year period. Any such partial refund will be first applied toward loan balances you owe to OpenWorks, regardless of whether they are related to the applicable account. These obligations do not apply to accounts that are terminated as a result of your wrongful act or any nonprofessional interaction with the account, including but not limited to theft, breakage, failure to reset alarm systems, being argumentative with the account and your failure to properly provide janitorial services. OpenWorks has the sole discretion to determine if you have acted improperly. OpenWorks is not obligated to replace any account you lose because of the customer's request that the maintenance agreement be terminated for any of the reasons stated above or the customer's request that service be provided by another franchisee. OpenWorks is not obligated to replace replacement accounts. (Franchise Agreement § 5.2.4.)

A replacement account will be of the same or greater monthly billing magnitude as the terminated accounts it replaces. If the gross dollar volume billed per month under a replacement

account exceeds the terminated account, OpenWorks may assess a marketing fee based on the overage. (Franchise Agreement § 5.2.4.)

Consultation

Upon your request, OpenWorks will use commercially reasonable efforts to make its personnel available to you at no charge for consultation regarding the operation of your janitorial services business. (Franchise Agreement § 5.5.)

Advertising

Advertising Fund

OpenWorks has the right to require its janitorial franchisees to contribute up to 3% of their monthly Gross Revenue to the Advertising Fund each month. Currently, OpenWorks is requiring you to contribute 2.5% of monthly Gross Revenue. OpenWorks currently contributes to the Advertising Fund in excess of franchisee contributions; however, it reserves the right to decrease its contribution amounts in the future. (Franchise Agreement §5.7.1.)

The Advertising Fund may be used to pay for market research, development, branding, advertising materials (including marketing materials), media space and time (print, direct mail, electronic and broadcast media), marketing technology expenses (i.e.: automation software, website chat software) for promotion or public relations programs, for quality assurance, for a national or regional advertising program, a referral program, or any combination of them. Advertising will usually be developed by outside agencies, although OpenWorks has the right to use OpenWorks' in-house marketing department. OpenWorks will give preference to Advertising Fund projects that are national or regional in scope and may also make allocations of Advertising Fund money to regional groups of franchisees or individual franchisees when desirable. There is no requirement that any of the money be spent in your area. Because the benefits of advertising and promotion are difficult to measure with precision, OpenWorks reserves the unqualified right to determine how Advertising Fund money will be spent; the sole condition is that the Advertising Fund money must be used in a manner that is reasonably related to the promotion of the OpenWorks brand, trade names and marks. The Advertising Fund money may be used to compensate OpenWorks for overhead and other expenses incurred in connection with its administration of the Advertising Fund. If all advertising money is not spent in the year in which it is collected, it will remain in the Advertising Fund for spending in the following years. In the event OpenWorks' expenditures for advertising in any fiscal year shall exceed the total amount contributed to the Advertising Fund during that fiscal year, OpenWorks shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Advertising Fund or to use such excess as a credit against its future contributions. OpenWorks does not make expenditures from the Advertising Fund to solicit new franchise sales. (Franchise Agreement § 5.7.2.)

OpenWorks will administer any Advertising Fund, which will be administratively segregated on its books and records. Any payments to the Advertising Fund may be deposited in OpenWorks' general operating account and may be commingled with OpenWorks' general operating funds; subject, however, to OpenWorks' obligation to expend the monies in the Advertising Fund in accordance with its specified terms. OpenWorks will prepare an annual

summary of the manner in which the money was spent by percentages in general categories similar to the percentages listed below unless we are required by state law to provide an accounting to you. The summary or accounting will be available to you upon your written request. (Franchise Agreement § 5.7.3; Maryland Addendum). The Advertising Fund's books will not be separately audited from OpenWorks' other accounts.

During the last fiscal year, which ended December 31, ~~2024~~2025, OpenWorks allocated such expenditures from the Advertising Fund as follows:

Production/PR Research	~~32.0~~42%
Media Placement	~~12.5~~8%
Administrative Expenses	~~20.0~~12%
Marketing Operations/Technology	~~22.5~~20%
Franchise Marketing	~~13.0~~18%
Total Used from Advertising Fund	100.0%

Your Advertising

You are not required to conduct your own local advertising program. If you do conduct your own advertising, you must submit copies of all advertising materials that you propose to use to OpenWorks at least two weeks before the first time they are broadcast or published. OpenWorks will review the materials and notify you within 10 business days whether it approves or rejects them. OpenWorks will not withhold its approval unreasonably. Advertising materials that differ from previously approved materials only in such variables as date, price, or names of products will be considered to be previously approved. However, even if OpenWorks has approved specified materials, it may later withdraw its approval if it believes that is necessary to make the advertising conform to changes in the system or to correct any misrepresentation. You may not engage in telemarketing. (Franchise Agreement § 7.1.3.)

OpenWorks has no plans to establish advertising councils. There is no requirement that you participate in a local or regional advertising cooperative.

We have the right to control all electronic names and electronic commerce for our system. You may not establish an account or participate in any social networking sites (including, without limitation, Facebook, MySpace, Twitter, YouTube, LinkedIn or any other social or professional networking blog, bulletin board or chat room) or mention or discuss the franchise or OpenWorks without OpenWorks' prior written consent. If OpenWorks does consent, it has the right to review all on-line content on social media sites, blogs, in electronic communications and on other on-line sites on which OpenWorks' trademarks are used to protect the reputation and high quality associated with OpenWorks' trademarks. You must also provide OpenWorks with the account password. OpenWorks may require you to remove any questionable usage or content involving its trademarks or it may make the changes itself. OpenWorks may also require you to cease using its trademarks at all such sites. We also own any electronic names and any data collected in electronic commerce regarding our system and our trademarks.

Technology Systems

OpenWorks requires you to have an email address, computer, smart phone, and internet/data ("Technology System") from which you can run your business and utilize required technology.

- Email. You must have an email account that supports, at minimum, a 2GB mailbox. You may use free email services such as Gmail or Microsoft Outlook or custom vanity email addresses.

- Computer. You must buy a computer system if you do not already have one or upgrade your current computer system to meet OpenWorks and third-party current release minimum specifications. Third-party platforms may include, but are not limited to, Microsoft Windows, Apple MacOS, Chrome, etc. Your computer must have a current anti-virus software and office suite that supports documents and spreadsheets. You are required to have a computer system that is running up-to-date operating systems, including system and application patches. We estimate the cost of purchasing the computer system will range from $300 to $1,600.

- Smart Phone. You must buy a smart phone if you do not already have one or upgrade your current smart phone to meet OpenWorks and third-party current release minimum specifications. Third-party platforms may include, but are not limited to, Apple iOS, Android, etc. Smart phone must have associated voice/SMS/data plan. Location services must be enabled when using OpenWorks technology applications for purposes of customer service related geolocated check-in and check-out and fraud prevention.

- Internet/Data. You must maintain an internet/data plan sufficient to utilize OpenWorks Technology System. It is suggested to have an unlimited plan to avoid data overage charges.

Approximate Costs

Category	**Estimated Cost**
Email	$0-$50 per user per month
Computer	$300-$1,600 one-time plus anti-virus and office suite licenses
Smart Phone	$600-$1,500 *See carrier for details and price options
Internet/Data	$35-$100 depending on internet service provider (computer) or voice/data plan (smart phone)
Third-Party Technology Support	If choosing to outsource support, see your IT vendor for pricing

OpenWorks will not have independent access to any information maintained in your Technology System. However, upon OpenWorks' reasonable request, you agree to permit OpenWorks, its affiliates, and any third party vendors OpenWorks designates to have independent unlimited access to all information generated by your Technology System. If you have a third-party vendor for your Technology System, you agree to send your vendor a written notice granting OpenWorks unlimited access to your data in the event of an actual or suspected data breach. You

specifically agree to comply with any state required employment verification programs and any federal employment verification programs such as E-Verify.

OpenWorks will not support you in obtaining, configuring or maintaining your Technology System. You must maintain your Technology System and make updates and upgrades at your expense as your franchise business requires (as specified in the Manual) or to maintain compliance with third-party vendor support. (Franchise Agreement §§ 5.6, 7.2.2 & 7.7.) There are no contractual limitations on the frequency or cost of updates and upgrades that may be required in the future. Although you must maintain, repair and upgrade your Technology System hardware and any software you use, neither OpenWorks nor any third party is obligated to provide such maintenance, repairs or upgrades for you.

Manual

OpenWorks will lend you its Manual containing information on operational methods, safety, rules and policies, marketing, names of approved suppliers, and other information that OpenWorks believes will be necessary or helpful to you. OpenWorks will revise the Manual periodically to conform to the changing needs of the OpenWorks network and will distribute updates to you verbally or in writing. (Franchise Agreement § 5.6.)

A copy of the table of contents of OpenWorks' Manual current as of the date this Disclosure Document was issued is attached as **Exhibit G** to this Disclosure Document. The table of contents shows the total number of pages.

Opening

The length of time between signing of the Franchise Agreement and payment of the initial franchise fee, and commencement of your business, may range between one day and six or more months, depending on your readiness and the availability of client accounts.

Training

Before the opening of your business, OpenWorks will conduct an initial training program in the operation of a Janitorial Service business under OpenWorks' system for you, your designated manager, your principal owners involved in the business and any of your employees who wish to attend at the same time at no charge to you. The name of OpenWorks' initial training program is FirstWorks®. If you purchased an OW P package, OpenWorks may waive the hands-on portion of the initial training requirements in its sole discretion. No initial training is provided for existing franchisees that renew their franchises; however, mandatory continuing training may be required prior to renewal. You must complete the initial training program to OpenWorks' satisfaction before you can start operating your franchise. Upon successful completion of the program, along with completion of all other requirements, you are open for business and ready to service customers. The initial training program will be offered once per month and will have to be completed by you within 60 days of the signing of your Franchise Agreement. Failure to successfully complete the training course within the allotted time is a violation of the Franchise Agreement. The current initial training program is summarized in the following chart:

TRAINING PROGRAM

SUBJECT	HOURS		
	Classroom	Self-Study	On-The-Job Training
Orientation & Policies	0.75		
Specialized Services	3.50		
Profit & Loss Training	2.50		
Servicing Your Accounts	1.00		
Management Skills & Customer Relations	1.00		
Leadership Training	1.00		
Account Satisfaction	2.00		
OW Technology Training	0.50		
Account Offering Training	0.75		
Vendor Relationships	2.00		
	15.00		
Floor Care		10 mins	
Carpets		1.00	
Restrooms		0.75	
General Cleaning		20 mins	
Chemical Training		1.00	
Safety		50 mins	
OSHA Hazardous Communications		25 mins	
OSHA Bloodborne Pathogens		0.50	
		5.00	
OW Technology Training			2.00
Quality Assurance			6.00
Equipment Training			1.00
Hands-On Services			11.00
			20.00

Training consists of several sessions, including virtual classroom lectures, video training, homework assignments, open discussions, and hands-on training. Jennifer Jones, Director of Franchise Growth, will oversee the initial training and has over 16 years in the field and with OpenWorks. Training is conducted by our Franchise Business Consultants, Regional Performance Managers, and Field Performance Managers under the direction and leadership of Director of Franchise Growth. Training may include assistance from external vendor partners.

Note 1: Both classroom training, either virtual or in-person, and on-the-job training is offered for each OpenWorks franchisee. Training facilities include remote classroom settings and at determined on-site locations. Travel to a predetermined on-site location may be required for the hands-on training. During the last fiscal year, OpenWorks offered its classroom training

remotely, and offered its on-the-job training program at various regional locations. OpenWorks determines the sequence of training.

If you hire new employees in the future who must be trained, OpenWorks will provide the initial training program for them at $250 per group. If you have performance issues and are required to re-attend training, then OpenWorks' fulfillment obligations will be deferred until you successfully complete training. If you do not successfully complete the training course during your fulfillment period, OpenWorks' fulfillment obligations will cease.

OpenWorks also may offer continuing education classes, on an optional or mandatory basis, and may charge you for such classes or the platform they are conducted through. (Franchise Agreement § 5.1.2.) The current charges for such classes range from $0 to $150 per class or platform. Continuing education classes are normally several hours in duration and taught by OpenWorks approved instructors who have at least one year experience in the field taught. Instructors may be recently hired by OpenWorks. If you are scheduled to attend a class and fail to appear, you must pay a $50 cancellation charge. OpenWorks may also require that you attend continuing education classes or events through external organizations at your expense.

Instructional material will consist of videos and various manuals and other written material, provided digitally through our education platform(s). All of which will be provided under the technology fee.

You must pay for transportation, meals and other incidental expenses incurred during training. Neither you nor your employees will be compensated by OpenWorks for any work performed during training.

ITEM 12
TERRITORY

Under the Franchise Agreement, OpenWorks grants you the right to operate a janitorial services business within a designated territory using OpenWorks' trade names, marks and system. Unless otherwise allowed in writing by OpenWorks, the territory is usually the area encompassing a 60 mile radius from the business address you list in Article 1 of your Franchise Agreement. For the OW P and OW GrOW packages, the territory is the continental United States. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. As there may be multiple franchisees in a territory, other franchisees and OpenWorks can and do compete there. You may seek new business within your territory, but you are not allowed to solicit business from existing OpenWorks customers or prospects where an active OpenWorks bid (within the last six months) exists. OpenWorks will not bid against you itself. You are restricted as to the area within which you may solicit business, which must be within the territory. In addition, unless otherwise allowed by OpenWorks in writing, you may not service prospects located outside of your territory, even if you did not solicit their business.

OpenWorks does not compete with you under different tradenames or trademarks within the territory (and it has no current plans to do so), but it does reserve the right to do so in the future.

OpenWorks may, but is not obligated to, offer programs to qualifying franchisees wherein OpenWorks offers and provides consent for a franchisee to service Accounts outside its Territory. OpenWorks reserves the right to use other channels of distribution such as the Internet, catalog sales and direct mail to make sales in your territory. OpenWorks need not compensate you for soliciting or accepting accounts from inside your territory.

Unless otherwise authorized in writing by OpenWorks, there are no conditions under which the territory might be modified while your Franchise Agreement is in effect. This includes relocations. You may purchase an additional franchise in a new territory and continue operating the franchise in your original territory. You may also sell your existing franchise and if you wish, purchase a new one in a new territory. All approval processes, transfer fees and initial franchise fees are applicable.

ITEM 13
TRADEMARKS

OpenWorks is the owner of each of the following principal trademarks, which are registered on the principal register of the U.S. Patent and Trademark Office ("USPTO"), and which are being licensed to you:

Trademark	Registration (Serial) Number	Registration Date
OpenWorks	2393723	October 10, 2000
FirstWorks®	3139060	September 5, 2006
	6573772	November 30, 2021
	6573776	November 30, 2021

Trademark	Registration (Serial) Number	Registration Date
		
TotalWorks®	6429470	July 20, 2021
SaniCare®	6435456	July 27, 2021
SaniWorks®	6429474	July 20, 2021

As of the date this Disclosure Document was issued, OpenWorks has filed all required affidavits and renewals for the trademarks with the USPTO. A list of additional trademarks is included as Attachment 5 to the Franchise Agreement in **Exhibit C**.

There were no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board or any state trademark administrator or court, nor any pending infringement, opposition or cancellation proceeding, involving the trademarks as of the date this Disclosure Document was issued.

There was no pending material federal or state court litigation regarding OpenWorks use or ownership rights in the trademarks as of the date this Disclosure Document was issued.

No currently effective agreements significantly limit the rights of OpenWorks to use or license the use of its principal trademarks in a manner material to the franchise.

You cannot use the OpenWorks trademarks as part of your legal business name, or with other words, designs or symbols. You may not use our trademarks in connection with the sale of unauthorized products or services, or in any manner not authorized by us.

OpenWorks has invested substantial time, energy, and money in the promotion and protection of the trademarks. There is no present intention of altering them. However, changes in the trademarks may become desirable or necessary. Under the Franchise Agreement, therefore, OpenWorks reserves the right to change the trademarks and the specifications for each. You are obligated to conform, at your own expense, to any such changes.

You must notify OpenWorks immediately in writing if you become aware of any unauthorized use of OpenWorks' trademarks. You must promptly notify OpenWorks in writing of any claim against you relating to your use of the OpenWorks trademarks. In any proceeding relating to such a claim, OpenWorks may select legal counsel and has the sole right to control any administrative proceedings or litigation involving the trademarks. OpenWorks is not contractually obligated to indemnify or defend you in such a proceeding or litigation. Although

OpenWorks is not contractually obligated to defend its trademarks against infringers, it intends to do so.

OpenWorks is not aware of any superior prior rights to, or infringing uses of, its principal trademarks that could materially affect your use of them.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

OpenWorks has not registered any patents or copyrights. It claims common law copyrights for its advertising materials, contracts and the Manual. You will be permitted to use the copyrighted materials. OpenWorks has no contractual obligation to protect its copyrights. Nevertheless, it intends to do so.

There are no current material determinations of the USPTO, the United States Copyright Office or a court regarding any copyright owned by OpenWorks. There is no material proceeding in the United States Patent and Trademark Office or any court concerning any such copyright.

You must notify OpenWorks immediately in writing if you become aware of any unauthorized use of OpenWorks' copyrighted materials. You must promptly notify OpenWorks in writing of any claim against you relating to your use of OpenWorks' copyrighted materials. In any proceeding relating to such a claim, OpenWorks may select legal counsel and has the right to control the proceedings. OpenWorks is not contractually obligated to indemnify or defend you in such a proceeding. OpenWorks is not contractually obligated to defend its copyrights.

OpenWorks considers the information contained in the Manual, OpenWorks training platforms, and other franchise related communications, to be confidential. OpenWorks will disclose to you, during and after training, specified trade secrets subject to explicit non-disclosure provisions in the Franchise Agreement. In particular, OpenWorks considers its customer lists and information, the Manual and pricing methods to be valuable trade secrets. Each person having a 5% or greater ownership interest in you, and each person who will receive initial training from OpenWorks or have access to OpenWorks' trade secrets, must sign the Non-Disclosure and Non-Competition Agreement which is Attachment 4 to the Franchise Agreement (which is **Exhibit C** to this Disclosure Document).

You consent to OpenWorks' use of any photograph of you that is taken at a training, conference, seminar, event or OpenWorks' office.

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

You must give OpenWorks notice of the name and contact information for your designated manager. This is the person who is responsible for the day-to-day management of the

franchised business. You or your designated manager must use your best efforts in the daily operation of the franchised business and devote all your productive time and effort to the management and operation of your franchised business on a full time basis. The designated manager must successfully complete our training program. There is no requirement that any designated manager have an equity interest in your business. At least one of your principals and your designated manager must be fluent in English in order to adequately communicate with clients, meet Account requirements, and maintain OpenWorks' professional brand image.

You must provide written notice to OpenWorks of any change in designated managers before implementing such a change. Upon the termination of employment of a designated manager, you or one of your principals is required to take on a role of designated manager yourself until your successor designated manager is qualified to take over. Any successor designated manager must successfully complete the initial training program conducted by OpenWorks before starting work in your business.

Each owner that has a 5% or greater interest in you as well as any officer, manager, or managing member and the spouses of such persons must personally guarantee your obligations under the Franchise Agreement and all other agreements executed between you and us, and also must be personally bound by, and personally liable for, breach of every term of the Franchise Agreement. Any individual who owns more than 5% of you and each person who will receive training, including your designated manager, will be required to sign a nondisclosure and non-competition agreement. The personal guaranty is included as Attachment 3, the spousal consent is included as Attachment 6 and the nondisclosure and non-competition agreement is included as Attachment 4 to Exhibit C of the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are obligated to offer and sell all the services and only the services that OpenWorks authorizes you to provide. There is no restriction as to which customers you may serve as long as they are not customers of another OpenWorks franchisee, are located within your territory, and are obtained pursuant to the processes outlined in the Franchise Agreement and other OpenWorks franchisee policies and procedures.

You must operate your business in complete compliance with the standards and specifications set out in the Manual. OpenWorks may make changes in these standards and specifications when, in its reasonable discretion, change is needed for the continued success and development of the OpenWorks network. These changes may necessitate the purchase of equipment, supplies, furnishings or other goods, completion of additional training by your employees, or other cost to you. You must promptly conform to the modified standards and specifications at your expense.

The only limitation on OpenWorks' right to make changes in the types of services you offer is that it may not change the terms of the Franchise Agreement itself without a written amendment signed by both OpenWorks and you.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise	4.2.1	10 years; if you continue operating after the term expires, we have the right to consider your franchise renewed on a month-to-month basis until the Franchise Agreement is formally renewed or terminated.
b. Renewal or extension of the term	4.2.2	Your successor franchise right permits you to remain as a franchise after the initial term of your Franchise Agreement expires. If you wish to do so, and you satisfy the pre-conditions to obtaining a successor franchise, we will offer you the right to obtain two additional terms of 10 years each. You must sign our then-current Franchise Agreement for the successor term, and this new Franchise Agreement may have different terms and conditions (including, e.g. higher royalty, advertising contributions, or additional fees) from the Franchise Agreement that covered your original term.
c. Requirements for franchisee to renew or extend	4.2.2	Be in good standing, six months' notice to OpenWorks, and sign new agreement and release. You may be asked to sign an agreement with materially different terms and conditions than your original agreement.
d. Termination by franchisee	10.3	On 90 days' notice, if you de-identify, pay all debts to OpenWorks, and return proprietary items, subject to state law.
e. Termination by franchisor without cause	10.1	OpenWorks cannot terminate without cause unless you agree.
f. Termination by franchisor with cause	10.2	OpenWorks can terminate only if you default.
g. "Cause" defined – curable defaults	10.2.1 (b)-(k), 10.2.2	You have 30 days to cure violations of failure to submit information on time, failure to begin business within required time, misuse of marks, misrepresentations, or threats to public health or safety; you have five days to cure failure to pay money; if OpenWorks has given formal notice of default or termination, OpenWorks

Provision	Section in Franchise or other Agreement	Summary
		may stop performing is obligations to you.
h. "Cause" defined - non-curable defaults	10.2.1 (a), (l)-(s), 10.2.2	Non-curable defaults include interests in a competing business, felony conviction, unapproved transfer, insolvency, more than two defaults within a 12 month period, service problems that would permit termination of your right to service an account for your fault, including use of independent contractors or subcontractors to service customers, failure to maintain insurance required by law and material misrepresentations resulting in a material adverse effect and unilateral repudiation by you.
i. Franchisee's obligations on termination/ nonrenewal	10.4	De-identification, payment of amounts due, return of proprietary items and customer keys and security codes, assignment of any janitorial cleaning account agreements if executed by you, provision of a list of all accounts and customers you serviced, and assignment of any telephone numbers and websites.
j. Assignment of contract by Franchisor	9.7	May assign to company that assumes obligations, including assignment to OpenWorks master franchisee with exclusive rights to administer the regional office for your janitorial services business.
k. "Transfer" by franchisee – definition	3.26	Includes any transfer of your Franchise Agreement, substantially all of your business assets, or more than a 33% change of ownership.
l. Franchisor approval of your transfer	9.1 - 9.6	OpenWorks has the right to evaluate and decide whether to approve all transfers. Approval is not a representation that accounts transferred will remain OpenWorks' accounts.
m. Conditions for franchisor approval of transfer	9.2 - 9.6	New franchisee qualifies and completes training, you arrange for the new franchisee to assume your notes and any other unpaid obligations to OpenWorks at closing or you pay OpenWorks all money owed, defaults cured, transfer fee paid, purchase agreement approved, release signed by you, new franchisee signs current Franchise Agreement with initial fee, training and fulfillment obligations amended, OpenWorks granted right of first refusal. New franchisee must be a legal entity. You must obtain our consent before using our trademarks in any listing.
n. Franchisor right of first refusal to acquire franchisee's business	9.6	OpenWorks has 15 days to notify you that it will buy under the same terms.
o. Franchisor's option to	None	OpenWorks has no option to buy your business unless you want to sell. See n above.

Provision	Section in Franchise or other Agreement	Summary
purchase franchisee's business		
p. Death or disability of franchisee	9.5.7	No transfer fee for heirs who qualify; otherwise six months to sell to qualified buyer; heirs must take ownership through a legal entity.
q. Non-competition covenants during term of franchise	8.6	No involvement by you or your designated manager in any commercial janitorial business within the area you service and 75 miles of any OpenWorks regional office, subject to state law.
r. Non-competition covenants after franchise is terminated or expires	8.6	No solicitation of OpenWorks customers; no use of OpenWorks' confidential information, subject to state law.
s. Modification of the agreement	7.2.2, 8.8, 11.2, 11.4, 11.7	OpenWorks may change Manual and reduce scope of non-compete; otherwise modification only by agreement of parties or as required by law.
t. Integration/ merger clause	11.6	Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	11.8	Except for certain claims, all disputes must be arbitrated, subject to state law.
v. Choice of forum	11.8	Principal place of business, currently, Phoenix, Arizona (subject to applicable state law).
w. Choice of law	11.2	Arizona law, subject to state law, except that confidentiality, non-competition and non-solicitation are governed by the law in the state where you operate your business.

ITEM 18
PUBLIC FIGURES

OpenWorks does not use any public figure to promote its franchise system.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure

document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in the Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information of projections of your future income, you should report it to the franchisor's management by contacting the Compliance Director at the Corporate Office located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016; the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 Systemwide Outlet Summary
For Years 20222023 to 20242025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchise	2022	726	654	-72
Franchise	2023	654	615	-39
Franchise	2024	615	414	-201
Company- Owned	2022 2025	0414	0402	0-12
Company-Owned	2023	0	0	0
Company-Owned	2024	0	0	0
Total Outlets	2022 2025	7260	6540	-720
Total Outlets	2023	654	615	-39
Total Outlets	2024	615	414	-201
Total Outlets	2025	414	402	-12

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For Years ~~2022~~2023 to ~~2024~~2025

State	Year	Number of Transfers
Arizona	~~2022~~2023	0
	~~2023~~2024	0
	~~2024~~2025	0
California	~~2022~~2023	0
	2024	0
	2025	1
Colorado	2023	0
	2024	0
~~Colorado~~	~~2022~~2025	0
Georgia	2023	0
	2024	0
~~Georgia~~	~~2022~~2025	0
Illinois	2023	0
	2024	0
~~Illinois~~	~~2022~~2025	0
Kansas	2023	0
	2024	0
~~Kansas~~	~~2022~~2025	0
New Jersey	2023	0
	2024	~~0~~1
~~New Jersey~~	~~2022~~2025	0
North Carolina	2023	0
	2024	~~1~~0
~~North Carolina~~	~~2022~~2025	0
Oregon	2023	0
	2024	0
~~Oregon~~	~~2022~~2025	0
Pennsylvania	2023	0
	2024	0
~~Pennsylvania~~	~~2022~~2025	0

State	Year	Number of Transfers
Texas	2023	0
	2024	0
~~Texas~~	~~2022~~2025	0
Washington	2023	~~1~~0
	2024	0
~~Washington~~	~~2022~~2025	0
Totals	2023	0
	2024	~~0~~1
~~Totals~~	~~2022~~	~~0~~
	~~2023~~2025	1
	~~2024~~	~~1~~

Table No. 3

Status of Franchised Outlets For Years ~~2022~~2023 to ~~2024~~2025

State	Year	Outlets at Start of the Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
~~Alabama~~	~~2022~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
Alabama	2023	1	1	0	0	0	0	2
	2024	2	0	2	0	0	0	0
	2025	0	0	0	0	0	0	0
Arkansas	2023	0	0	0	0	0	0	0
~~Arizona~~	~~2022~~ 2024	~~73~~0	0	~~12~~0	~~2~~0	0	0	~~59~~0
	2025	0	1	0	0	0	0	1
Arizona	2023	59	3	8	1	0	0	53
	2024	53	4	22	0	0	0	35
~~California~~	~~2022~~ 2025	~~122~~35	~~7~~2	~~40~~6	~~2~~0	0	0	~~87~~31
California	2023	87	6	17	1	0	0	75
	2024	~~75~~74	4	29	0	0	0	50
~~Colorado~~	~~2022~~ 2025	~~19~~50	~~1~~13	~~1~~9	0	0	0	~~19~~54

State	Year	Outlets at Start of the Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Colorado	2023	19	3	4	0	0	0	18
	2024	18	1	13	0	0	0	6
~~DC – Washington~~	~~2022~~ 2025	~~9~~6	~~1~~2	~~3~~2	0	0	0	~~7~~6
DC – Washington	2023	7	1	1	0	0	0	7
	2024	7	2	5	0	0	0	4
~~Florida~~	~~2022~~ 2025	~~32~~4	~~7~~2	~~4~~0	0	0	0	~~35~~6
Florida	2023	35	1	11	0	0	0	25
	2024	25	5	9	0	0	0	21
~~Georgia~~	~~2022~~ 2025	~~27~~21	~~2~~7	~~4~~6	0	0	0	~~25~~22
Georgia	2023	25	7	6	0	0	0	26
	2024	26	0	11	0	0	0	15
~~Illinois~~	~~2022~~ 2025	~~61~~15	~~0~~2	~~5~~10	0	0	0	~~56~~7
Hawaii	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Idaho	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Illinois	2023	56	7	6	0	0	0	57
	2024	57	3	23	0	0	0	37
	2025	37	1	11	0	0	0	27
~~Kansas~~Indiana	~~2022~~ 2023	~~9~~0	0	0	0	0	0	~~9~~0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Kansas	2023	9	1	1	0	0	0	9
	2024	9	0	1	0	0	0	8
	2025	8	1	3	0	0	0	6
~~Massachusetts~~ Louisiana	~~2022~~	0	0	0	0	0	0	0

State	Year	Outlets at Start of the Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2023							
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Massachusetts	2023	0	0	0	0	0	0	0
	2024	0	23	0	0	0	0	2
~~Maine~~	~~2022~~ 2025	~~0~~2	~~0~~4	0	0	0	0	~~0~~6
Maine	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
~~Maryland~~	~~2022~~ 2025	~~3~~1	~~2~~0	~~0~~1	0	0	0	~~5~~0
Maryland	2023	5	0	1	0	0	0	4
	2024	4	0	1	0	0	0	3
~~Minnesota~~	~~2022~~ 2025	~~33~~3	~~9~~1	~~9~~0	0	0	0	~~33~~4
Minnesota	2023	33	2	6	0	0	0	29
	2024	29	4	13	0	0	0	20
~~Missouri~~	~~2022~~ 2025	~~7~~20	~~0~~3	~~2~~4	0	0	0	~~5~~19
Missouri	2023	5	0	1	0	0	0	4
	2024	4	0	2	0	0	0	2
~~New Jersey~~	~~2022~~ 2025	~~18~~2	~~1~~0	~~3~~0	0	0	0	~~16~~2
Mississippi	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New Jersey	2023	16	1	3	0	0	0	14
	2024	14	2	6	0	0	0	10
	2025	10	1	3	0	0	0	8
New ~~York~~ Mexico	~~2022~~ 2023	~~2~~0	~~2~~0	0	0	0	0	~~4~~0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New York	2023	4	1	0	0	0	0	5

State	Year	Outlets at Start of the Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2024	5	2	2	0	0	0	5
~~North Carolina~~	~~2022~~ 2025	~~15~~5	~~1~~3	2	0	0	0	~~14~~6
North Carolina	2023	14	0	3	0	0	0	11
	2024	11	3	3	0	0	0	11
~~Oregon~~	~~2022~~ 2025	~~8~~11	~~3~~2	~~0~~2	0	0	0	11
Ohio	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Oregon	2023	11	1	1	0	0	0	11
	2024	11	0	7	0	0	0	4
~~Pennsylvania~~	~~2022~~ 2025	~~29~~4	~~6~~0	~~3~~1	0	0	0	~~32~~3
Pennsylvania	2023	32	4	5	0	0	0	31
	2024	31	2	6	0	0	0	27
~~South Carolina~~	~~2022~~ 2025	~~8~~27	~~0~~7	~~4~~8	0	0	0	~~4~~26
South Carolina	2023	4	0	0	0	0	0	4
	2024	4	2	1	0	0	0	5
~~South Dakota~~	~~2022~~ 2025	~~1~~5	0	~~0~~1	0	0	0	~~1~~4
South Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
~~Tennessee~~	~~2022~~ 2025	~~8~~0	~~1~~0	~~1~~0	0	0	0	~~8~~0
Tennessee	2023	8	2	2	0	0	0	8
	2024	8	0	4	0	0	0	4
~~Texas~~	~~2022~~ 2025	~~92~~4	~~10~~0	~~15~~2	0	0	0	~~87~~2
Texas	2023	87	18	13	0	0	0	92

State	Year	Outlets at Start of the Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
	2024	92	10	41	0	0	0	61
~~Utah~~	~~2022~~ 2025	~~0~~61	~~0~~10	~~0~~7	0	0	0	~~0~~64
Utah	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
~~Virginia~~	~~2022~~ 2025	~~2~~1	~~1~~0	0	0	0	0	~~3~~1
Virginia	2023	3	1	1	0	0	0	3
	2024	3	0	0	0	0	0	3
~~Washington~~	~~2022~~ 2025	~~147~~3	~~5~~0	~~15~~0	~~4~~0	0	0	~~133~~3
Washington	2023	133	5	12	0	0	0	126
	2024	126	8 ~~(Note 1)~~	55	0	0	0	79
~~Total Outlets~~	~~2022~~ 2025	~~726~~79	~~59~~5	~~123~~11	~~8~~0	0	0	~~654~~73
Total Outlets	2023	654	65	102	2	0	0	615
	2024	615	56	257	0	0	0	414
	2025	414	77	89	0	0	0	402

Note 1 – One franchisee in Washington, who originally purchased in 2019 and terminated in 2021, was reinstated on December 5, 2024, and is included in our outlets opened count in 2024.

Table No. 4
Status of Company-Owned Outlets For Years ~~2022~~2023 to ~~2024~~2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Total Outlets	~~2022~~ 2023	0	0	0	0	0	0
	~~2023~~ 2024	0	0	0	0	0	0

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	~~2024~~ 2025	0	0	0	0	0	0

Note 1 – OpenWorks has certain regional offices that sell franchises and support franchisees but these regional offices do not provide cleaning services directly to customers.

Table No. 5
Projected Openings as of December 31, ~~2024~~2025

State	Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-owned Outlets in the Next Fiscal Year
Arizona	0	4	0
California	0	7	0
Colorado	0	8	0
Florida	0	7	0
Georgia	0	4	0
Hawaii	0	4	0
Illinois	0	5	0
Kansas	0	2	0
Kentucky	0	1	0
Minnesota	0	6	0
Montana	0	2	0
New Jersey	0	2	0
New York	0	2	0
New Mexico	0	2	0
North Carolina	0	2	0
Ohio	0	2	0
Oregon	0	6	0
Pennsylvania	0	8	0
Tennessee	0	4	0
Texas	0	8	0
Utah	0	2	0
Washington	0	6	0
Washington DC	0	5	0
Wisconsin	0	2	0
Totals	0	101	0

A list of the names of all franchisees and the addresses and telephones numbers of their businesses are provided in Exhibit H to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document are listed on Exhibit I to this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, we have had certain franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the franchise system.

There are no trademark-specific organizations formed by our franchisees that are associated with the system which have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document in **Exhibit J** are the audited financial statements for OpenWorks for the years ended December 31, ~~2024~~2025, December 31, ~~2023~~2024, and December 31, ~~2022~~2023.

ITEM 22 CONTRACT

Attached as Exhibits to this Disclosure Document are copies of the following agreements relating to the offer of a franchise:

Exhibit	Name	Notes
C	Franchise Agreement and its Attachments	Each of your principals will be required to sign a personal guaranty of your obligations to OpenWorks under the Franchise Agreement. A copy of the Personal Guaranty is Attachment 3 to the Franchise Agreement. Any individual who owns more than 5% of you and each person who will receive initial training will be required to sign a Non-Disclosure and Non-Competition Agreement. A copy of this Agreement is Attachment 4 to the Franchise Agreement.
D	Promissory Note	You must execute a promissory note if you finance your marketing fee.
E	Account Assignment Agreement	You must sign an Account Assignment Agreement for each customer account you agree to service.

Exhibit	Name	Notes
F	Equipment Purchase Agreement	You must sign an Equipment Purchase Agreement if you purchase any additional equipment from OpenWorks.
L	Renewal Amendment	If you renew your Franchise Agreement, you must sign a Renewal Amendment.
M	Insurance Applications	You must complete an application if you elect to participate in OpenWorks' insurance program.
N	Background Check Release and Authorization Form	You must complete the background check form prior to execution of the Franchise Agreement and as requested during the Term of the Franchise Agreement.
O	Assignment of Franchise Rights	If you transfer your franchise, you and the transferee must execute an Assignment of Franchise Rights. There are two forms of assignment included. The form you will execute depends on whether you transfer all of your franchise rights or if you transfer only a majority of your franchise rights.

ITEM 23 RECEIPT

The last two pages are detachable documents acknowledging your receipt of this disclosure document.

EXHIBIT A
LIST OF STATE FRANCHISE ADMINISTRATORS

California and	California Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 W. 4th Street, Suite 750 Los Angeles, California 90013-2344 866/275-2677 2101 Arena Boulevard651 Bannon Street Sacramento, California 95834 95811 866/275-2677 1455 Frazee Road, Suite 315 San Diego, California 92108 866916/275-2677327-7586 One Sansome Street, #600 San Francisco, California 94104-4428 866/275-2677
Connecticut	Connecticut Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 860/240-8295
Florida	Department of Agriculture and Consumer Services Division of Consumer Services 2005 Apalachee Parkway Tallahassee, Florida 32399-6500 800/424-7352
Hawaii	Hawaii Commissioner of Securities of the State of Hawaii State of Hawaii Department of Consumer Affairs Business Registration Division-Securities Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 808/586-2722
Illinois	Illinois Attorney General, Franchise Division 500 South Second Street Springfield, Illinois 62701 217/782-4465 or 217/782-4462
Indiana	Indiana Secretary of State 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 317/232-6681

Iowa	Iowa Securities Bureau 340 E. Maple Street Des Moines, Iowa 50319-0066 515/281-4441
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland ~~21202-2020~~ 21202 410/~~576-6360~~576-7786
Michigan	Attn: Franchise Consumer Protection 525 West Ottawa Street G. Mennen Williams Building, ~~1st~~5th Floor Lansing, Michigan 48913 517/335-7567
Minnesota	Minnesota Department of Commerce ~~Director of Registration~~Securities Section 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 651/539-1600
Nebraska	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 402/471-2171
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, New York 10005 212/~~416-8222~~416-8236
North Dakota	North Dakota Insurance and Securities Department ~~State Capitol, 14th Floor, Dept. 414~~ 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 701/~~328-4712~~328-2910
Oregon	Department of Consumer and Business Services 350 Winter Street NE, Suite 410 P.O. Box 14480 Labor and Industries Building Salem, Oregon 97509 503/378-4100

Rhode Island	Rhode ~~Island Department of Business Regulation~~Island-DBR-Securities Division ~~Securities Division~~ 1511 Pontiac Avenue - Building 69-1 Cranston, Rhode Island 02920 401/~~462-9527~~602-3646
South Dakota	Department of Labor and Regulation Division of Securities 124 S. Euclid, ~~Suite 104~~Second Floor Pierre, South Dakota 57501 605/773-3563
Texas	Secretary of State James Earl Rudder Office Building 1019 Brazos Street [Zip 78701] P. O. Box 13193 Austin, Texas 78711-3193 512/475-0775
Utah	~~Department of Commerce~~Division of Consumer Protection State of Utah Department of Commerce P.O. Box ~~8414-6704~~146704 Salt Lake City, Utah 84114-6704 801/530-6601
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 804/371-9051
~~Washington~~ Washington	~~Securities Division~~ Department of Financial Institutions P. O. Box 41200 Olympia, Washington 98504-1200 360/902-8760
~~Wisconsin~~ Wisconsin	~~Wisconsin Department of Financial Institutions~~ Division of ~~Corporate and Consumer Services~~Securities State of Wisconsin Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 608/~~261-9555~~266-0448

EXHIBIT B

STATE-SPECIFIC ADDENDA

This addendum to the Disclosure Document and Franchise Agreement is agreed to this _____ effectively amends and revises said Disclosure Document and Franchise Agreement as follows:

ADDENDUM

TO THE FRANCHISE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT OF O.P.E.N. AMERICA, INC. DBA OPENWORKS REQUIRED BY THE STATE OF CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

Item 3. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in this association or exchange.

Item 10. OpenWorks will comply with all appropriate laws governing any direct financing offered by us to you, including, if applicable, the California Finance Lenders Law.

Item 11. OpenWorks is dedicated to collecting amounts due on the cleaning services you provide. It closely monitors the billing and collection process and, if necessary it may utilize collection agencies and attorneys

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement requires binding arbitration. The arbitration will occur at Phoenix, Arizona with the costs being borne by the party against whom the arbitrator renders a decision. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires application of the laws of Arizona. This provision may not be enforceable under California law.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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

The provisions of this Addendum only apply if the jurisdictional requirements of the California Franchise Investment Law are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____

Officer:_____

Date: _____

FRANCHISEE:

Entity Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ADDENDUM

TO THE FRANCHISE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT OF O.P.E.N. AMERICA, INC. DBA OPENWORKS REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STA TE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE ~~OFFERING CIRCULAR,~~FRANCHISE DISCLOSURE DOCUMENT TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ~~OFFERING CIRCULAR~~FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NO STATEMENT, QUESTIONNAIRE, OR ACKNOWLEDGMENT SIGNED OR AGREED TO BY A FRANCHISEE IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL HAVE THE EFFECT OF (i) WAIVING ANY CLIAMS UNDER ANY APPLICABLE STATE FRANCHISE LAW, INCLUDING FRAUD IN THE INDUCMENT, OR (ii) DISCLAIMING RELIANCE ON ANY STATEMENT MADE BY ANY FRANCHISOR, OR FRANCHISE SELLER, OR OTHER PERSON ACTING ON BEHALF OF THE FRANCHISOR. THIS PROVISION SUPERCEDES ANY OTHER TERM OF ANY DOCUMENT EXCUTED IN CONNECTION WITH THE FRANCHISE.

(Signatures on Following Page)

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____

Officer:_____

Date: _____

FRANCHISEE:

Entity Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ADDENDUM

TO THE FRANCHISE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT OF O.P.E.N. AMERICA, INC. DBA OPENWORKS REQUIRED BY THE STATE OF ILLINOIS

This addendum to the Disclosure Document and Franchise Agreement is agreed to this _____ _____, and effectively amends and revises said Disclosure Document and Franchise as follows:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void. However, a Franchise Agreement may provide for arbitration outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____
Officer:_____
Date:_____

Date:_____

FRANCHISEE:
Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Name:_____
Signature:_____
Printed Name:_____
Title:_____

ADDENDUM

TO THE FRANCHISE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT OF O.P.E.N. AMERICA, INC. DBA OPENWORKS REQUIRED BY THE STATE OF INDIANA

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

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____

Officer:_____

Date: _____

FRANCHISEE:

Entity Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ADDENDUM

TO THE FRANCHISE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT OF O.P.E.N. AMERICA, INC. DBA OPENWORKS REQUIRED BY THE STATE OF MICHIGAN

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

[Signatures on following page.]

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____
Officer:_____
Date: _____

FRANCHISEE:
Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF MARYLAND

This addendum to the Disclosure Document and Franchise Agreement is agreed to this ____ day of _____, 20____, and effectively amends and revises said Disclosure Document and Franchise as follows:

Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§ 14-201 to -233.
Fair Distributorship Act, MD. CODE ANN., COM. LAW II §§ 11-1301 to -1307.

Choice of law and forum

Section 14-216(c)(25) of the Maryland Franchise Law requires a franchisor to file an irrevocable consent to be sued in Maryland. A franchisee may sue in Maryland for claims arising under that Law.

Advertising

Under Sections 02.02.08.04B(2) and 02.02.08.16G(1) of the Code of Maryland Regulations, franchisee's may obtain an accounting of advertising expenditures. This accounting will be provided to you upon your written request.

Bankruptcy

The Franchise Agreement may provide for termination upon bankruptcy. Any such provisions may not be enforceable under federal bankruptcy law (-11 U.S.C. Section 100 et seq)

Periods of Limitation

Under Section 14-227(e) of the Maryland Franchise Law, a franchisee may bring a lawsuit in Maryland for claims arising under that Law for a period of three years after a franchise is granted.

Waivers and Releases

Section 14-226 of the Maryland Franchise Law and Section 02.02.08.16L of the Code of Maryland Regulations prohibit a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing, renewing or assigning a franchise. When prospective franchisees disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law when purchasing a franchise, such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Law. Any general release required as a condition of renewal, sale, transfer or assignment shall not apply to any liability under the Law.

Surety Bond

The Franchisor has posted a surety bond in Maryland regarding its obligations to franchisees in Maryland to perform all obligations up to and until the time at which a franchisee's business is

fully operational. The bond is for the benefit of the State of Maryland and all persons purchasing franchises from the Franchisor. The Surety Bond is on file with the Maryland Securities Division. The contact information for the Maryland Securities Division can be found in Exhibit A.

Adoption of NASAA Statement of Policy ("SOP")

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

Any questions and any acknowledgements that are contrary to the NASAA SOP shall not apply to prospective franchisees who are Maryland residents or who seek to purchase a franchise located in Maryland.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____
Officer:_____
Date: _____

FRANCHISEE:
Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Exhibit A – Maryland Addendum
(Bond renews annually)

BOND NO. 100897201

STATE OF MARYLAND
SECURITIES DIVISION
FRANCHISOR SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

O.P.E.N. AMERICA, INC.
(Name of Franchisor)

a Corporation
(Description or form of business organization, including State of Incorporation), with business offices at

2355 E CAMELBACK RD PHOENIX, AZ, 85016
(Address)

as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY (Name of Surety) a corporation duly organized under the laws of the State of California and authorized to do business in the State of Maryland, as Surety, are hereby held and firmly bound to the State of Maryland, in the sum of One hundred thousand and 00/100 Thousand Dollars ($ $100,000.00). For the payment of this sum, Principal and Surety bind themselves, their representatives, successors and assigns, jointly and severally by these presents.

WHEREAS, Principal has applied for registration as a franchisor to offer and sell franchises in Maryland, as required under the Maryland Franchise Registration and Disclosure Law, Title 14, Subtitle 2, Business Regulation Article, Annotated Code of Maryland, (2010 Repl. Vol.) (the Maryland Franchise Law); and

WHEREAS, Principal executes this surety bond under §14-217 of the Maryland Franchise Law, as a condition of its registration to offer and sell franchises in Maryland;

NOW, THEREFORE, the Principal agrees as follows:

1. Principal shall obey all applicable rules, regulations and statutes of the State of Maryland, now or hereafter existing and all other applicable laws now or hereafter existing, affecting or relating to the offer or sale of franchises and area franchises.

2. Principal shall in all respects be bound to any and all applicable requirements and provisions required to be in this bond by existing and future statutes, rules and regulations of the State of Maryland, and laws, the same as though such requirements and provisions were fully set forth in this bond, and by reference such requirements and provisions are made a part hereof.

3. Principal shall in all respects be bound to perform and fulfill, up to and until the time at which a franchisee's or subfranchisor's business is fully operational, all undertakings, covenants, terms, conditions and agreements of any contract, or of any modification to a contract duly authorized by the parties to the contract, that the Principal makes with these franchisees, or subfranchisors.

4. This bond is for the benefit of the State of Maryland and all persons purchasing franchises and area franchises from Principal.

5. This bond shall become effective at _____ (time of day) on 10/17/2024 (date)
It may be cancelled by Surety and Surety relieved of liability with respect to a franchise agreement entered into by Principal after the effective date of cancellation. Cancellation is effective 90 days after the Maryland Securities Commissioner and Principal receive written notice from Surety of cancellation. Notwithstanding any such cancellation, coverage under this bond remains effective with respect to any franchise agreements entered into by Principal prior to the effective date of cancellation.

AMERICAN CONTRACTORS INDEMNITY COMPA
(Name of Surety)

By: Debbie Clayton
(Signature of Attorney in Fact)
DEBBIE CLAYTON

O.P.E.N. AMERICA, INC.
(Name of Franchisor)

By:
(Signature of Officer, Partner, or Sole Proprietor)

Approved as to form:

Assistant Attorney General

Date

INSTRUCTIONS:

1. This side is to be completed by a notary public for both the Principal and the Surety.
2. Please attach the Power of Attorney and Certified Copy of the Corporate Resolution for the Surety listed herein.

STATE OF _____)
) ss. **ACKNOWLEDGMENT OF PRINCIPAL**
COUNTY OF _____)

(INDIVIDUAL PROPRIETORSHIP)

The foregoing instrument was acknowledged before me this _____day of _____, _____

by _____
(Name of Person Acknowledged)

(CORPORATION)

The foregoing instrument was acknowledged before me this 23rd day of October 2024

by Shoraz Zoyanderadi, President of
(Name of Corporation President)

D.P.E.N. America Inc., a Arizona
(Name of Corporation) (State of Incorporation)
corporation, on behalf of the corporation.

(PARTNERSHIP)

The foregoing instrument was acknowledged before me this _____day of _____, _____

by _____, a partner on behalf of
(Name of Acknowledging Partner)

_____, a partnership.
(Name of Partnership)

JENNIFER SCOTT
Notary Public, State of Arizona
Maricopa County
Commission # 628605
My Commission Expires
June 24, 2026

Notary Public

NOTARY SEAL City: Phoenix Comm. Exp: June 24th, 2026

STATE OF ARIZONA)
)ss. **ACKNOWLEDGMENT OF SURETY**
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 18TH day of OCTOBER, 2024

by DEBBIE CLAYTON, Attorney-In-Fact
(Name and Title of Officer or Agent)
of AMERICAN CONTRACTORS INDEMNITY COMPANY,
(Name of Corporation Acknowledging)
a California corporation, on behalf of the corporation.
(State of Incorporation)

ALEXANDRA HAAS
Notary Public, State of Arizona
Maricopa County
Commission # 597020
My Commission Expires
March 23, 2025

Notary Public ALEXANDRA HAAS

NOTARY SEAL City: SCOTTSDALE, AZ Comm. Exp: 03/23/2025

TOKIO MARINE HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

DEBBIE CLAYTON

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100897201, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 ($100,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 18th day of April, 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature _____ (seal)

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2398710
My Comm. Expires Apr 23, 2026

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of October, 2024.

Bond No. 100897201
Agency No. 9858

_____
Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSOZZPOAACIC07/2023

TOKIO MARINE HCC

American Contractors Indemnity Company
801 S. Figueroa Street, Suite 700 Los Angeles, CA 90017
main (310) 649 0990 facsimile (310) 645 9274

Continuation Certificate

PRINCIPAL NAME
O.P.E.N. AMERICA, INC.
2355 E CAMELBACK RD
PHOENIX, AZ 85016

OBLIGEE NAME
CONSUMER PROTECTION DIVISION, OFFICE OF THE ATTORNEY

INSURANCE COMPANY			
American Contractors Indemnity Company			
BOND DESCRIPTION			
MARYLAND / FRANCHISOR BOND			
BOND NUMBER	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
100897201	$100,000.00	10/17/2024	10/17/2025

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES IN IT AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

OBLIGEE MAILING ADDRESS
CONSUMER PROTECTION DIVISION, OFFICE OF THE ATTORNEY
200 ST. PAUL PLACE
BALTIMORE, MD 21202

Signed and dated this 29th day of April, 2025.

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

American Contractors Indemnity Company

ADRIAN LOO, Attorney in Fact

AGENT
LOVITT & TOUCHE, A MARCH & MCLENNAN AGENCY LLC
8605 E Raintree Dr, Suite 200
Scottsdale, AZ 85260

HCCSOZZM_CONTINUATION03/2025

TOKIO MARINE HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

ADRIAN LOO

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100897201, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 ($100,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 20th day of November, 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2475570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of April, 2025.

Bond No. 100897201
Agency No. 9858

Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSOZZPOAACIC12/2024

TOKIO MARINE HCC

Fraud Warnings and Privacy Notice

Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN ALABAMA
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN CALIFORNIA
For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO
It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA
WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA
Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII
For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN KANSAS
Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MAINE
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

TMHCCZZM_FRAUDPRIVACY01/2023

TOKIO MARINE HCC

Fraud Warnings and Privacy Notice

APPLICABLE IN MARYLAND
Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA
Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEW JERSEY
Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OHIO
Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA
WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN OREGON
Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

APPLICABLE IN VERMONT
Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

NOTICE TO NEW YORK APPLICANTS:
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

TMHCCZZM_FRAUDPRIVACY01/2023

Rev. January 1, 2023

FACTS WHAT DOES TOKIO MARINE HCC DO WITH YOUR PERSONAL INFORMATION?

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information may include:

- Account and transaction information;
- Contact and demographic information;
- Financial information;
- Claims information; and
- Credit history.

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Tokio Marine HCC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Tokio Marine HCC share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A

To limit our sharing

- Call **(888) 688-0775** — our menu will prompt you through your choice(s).
- Email us online: privacypolicy@tmhcc.com.

Please note:
When you are *no longer* our customer, we continue to share your information as described in this notice.
However, you can contact us at any time to limit our sharing.

Questions? Call **(888) 688-0775** or send us an email at privacypolicy@tmhcc.com.

TMHCCSZZPRIVACYNOTICE01/2023

Who we are	
Who is providing this notice?	Tokio Marine HCC is the trading name of HCC Insurance Holdings, Inc.
What we do	
How does Tokio Marine HCC protect my personal information?	To protect your personal information from unauthorized access and use, we maintain reasonable administrative, technical and physical safeguards designed to protect your personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.
How does Tokio Marine HCC collect my personal information?	We collect your personal information, for example, when you: ▪ Sign up for and use our services, including when you choose to provide us with your information online or offline; ▪ Interact with our website and mobile applications; ▪ Obtain an insurance product from us through a broker, where we may collect personal information from your broker in order to prepare your quote and/or your insurance policy; and/or ▪ Submit an insurance claim, so we can properly handle your claim. We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness; ▪ affiliates from using your information to market to you; and ▪ sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include our family of companies, available at https://www.tokiomarinehd.com/en/company/about/group.html.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include categories of companies such as insurance companies.*
Other important information	
For more information, please review our privacy policy, located at https://www.tmhcc.com/en-us/legal/privacy-policy.	

TMHCCSZZPRIVACYNOTICE01/2023

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND THE FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

This addendum to the Disclosure Document and franchise agreement is agreed to this _____, and effectively amends and revises said Disclosure Document and Franchise as follows:

1. Item 13 of the Disclosure Document and Article 8.4 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"In accordance with applicable requirements or Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such us of the name."

2. Item 17 of the Disclosure Document and Article 10 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Stat. Sec. 80c.14, Subd.3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Disclosure Document."

3. Item 17 of the Disclosure Document and Section 11.8 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"Minn. Stat. Sec. 80C.21 and Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or

agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of jurisdiction."

4. Item 17 of the Disclosure Document and Section 4.2 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

"Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

5. Any reference to liquidated damages in the Franchise Agreement are hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. In Section 11.8 of the Franchise Agreement, the sentence "You waive any rights you may have to demand trial by jury or seek punitive damages from OpenWorks or its affiliates," is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Section 11.10 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

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

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____

Officer:_____

Date: _____

FRANCHISEE:

Entity Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF NEW YORK
Franchises, N.Y. GEN. BUS. LAW §§ 680-695.

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

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____
Officer:_____
Date: _____

FRANCHISEE:
Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document is agreed _____, and effectively amends and revises said Disclosure Document and Franchise as follows:

1. Section 51-19-09 of the North Dakota franchise Investment Law prohibits us from requiring you to assent to a general release. Therefore, the general release required as a condition of renewal or assignment/transfer under Item 17(c) of the Disclosure Document and Section 4 of the Franchise Agreement shall not apply to any liability under North Dakota Law. Any reference to general release in the disclosure document or Franchise Agreement is hereby deleted.

2. Item 17(u) of the Disclosure Document and Section 11 of the Franchise Agreement provide that the franchisee must agree to the arbitration or mediation of disputes, such arbitration or mediation to be held in Arizona. The Commissioner has determined that franchise agreements, which provide that parties agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(u) of the Disclosure Document and Section 11 of the Franchise Agreement are hereby amended by the addition of the following language to the original language that appears there:

"The site of the arbitration or mediation must be agreeable to all parties and not be remote from the franchisee's place of business."

3. Item 17(v) of the Disclosure Document and Section 11 of the Franchise Agreement provide that franchisees must consent to the jurisdiction of courts in Arizona. The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any references to the consent to jurisdiction of courts in Arizona are hereby deleted.

4. Item 17(w) of the Disclosure Document, Section 11 of the Franchise Agreement, the Promissory Note (Exhibit D) and Section 10 of the Assignment of Majority Interest in Franchise Rights to Other Individuals (Exhibit O), provide that the agreement shall be construed according to the laws of the State of Arizona. Apart from civil liability as set forth in section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud) the liability of the franchisor to a franchisee is based largely on contract law. Even though those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents, and is unfair to franchise investors to require them to waive their rights under North Dakota Law. The Commissioner has held that franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore the word "Arizona" is replaced with the words "North Dakota".

Section 11 of the Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. All references to waiver of trial by jury in the Franchise Agreement are hereby deleted.

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

5. Section 11 of the Franchise Agreement requires the franchisee to consent to a waiver of exemplary and punitive damages. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. All references to the consent to a waiver of exemplary and punitive damages are hereby deleted.

6. Section 11 of the Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The provision shall be changed to read the statute of limitations under North Dakota Law will apply, therefore Section 11.10 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears there:

"The statute of limitations under North Dakota Law will apply."

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

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____
Officer:_____
Date: _____

FRANCHISEE:
Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT
AND THE FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC. DBA OPENWORKS
REQUIRED BY THE STATE OF VIRGINIA

Retail Franchising Act, VA. CODE ANN. §§ 13.1-557 to -574.

Relationship Laws

Any "cross-default" provision in a franchise agreement in which a default by a franchisee on one agreement will cause a default in any other agreements with the franchisor is not enforceable when applied to a franchisee in Virginia because Virginia law prohibits any provision that allows a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision in the franchise. § 13.1-564.

Waivers and Releases

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

Governing Law

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Non-Competition

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale

[Signature Page to Follow]

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____
Officer:_____
Date: _____

FRANCHISEE:
Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

~~15.~~ As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Special Risks

Turnnover Rate. During the last 3 years, a large number of franchised outlets (~~492~~450) were terminated, not renewed, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise system with a lower turnover rate.

Fee Deferral. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees referenced in Item 5 of this Disclosure Document until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement, and (b) is open for business.

[Signature Page to Follow]

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20_____.

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____
Officer:_____
Date: _____

FRANCHISEE:
Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

ADDENDUM

TO THE FRANCHISE DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT OF O.P.E.N. AMERICA, INC. DBA OPENWORKS REQUIRED BY THE STATE OF WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement and Supplement Agreements (if applicable) if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and any other agreements are amended accordingly.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____

Officer:_____

Date: _____

FRANCHISEE:

Entity Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Name:_____

Signature:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT C

OPENWORKS

JANITORIAL FRANCHISE AGREEMENT

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OPENWORKS FRANCHISE AGREEMENT

1. PARTIES

This Agreement is signed on ____, ("**Effective Date**") by and between O.P.E.N. America, Inc., an Arizona corporation doing business as OpenWorks ("**OpenWorks**"), with its principal office located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016, and

_____,
hereinafter referred to singularly or collectively as "**You**" or "**Franchisee**," a:

[ ] Corporation, [ ] Limited Liability Company, under the laws of the State of _____.

Address, Telephone, Social Security # and/or Federal Tax I.D.:

The information below is to be completed for each shareholder of the corporation, or for each member of the limited liability company, as indicated above. You are required to maintain an active telephone number and e- mail address and to notify OpenWorks of any changes. The Franchisee represents that the following information is true and complete:

Name	Business Address	Telephone	E-Mail	Federal Tax ID or Social Security #

Federal Tax I.D. : Designated Manager Name: _____.

FRANCHISE SUMMARY

Franchise Package: **Initial Franchise Fee: $**

Initial Monthly Account Volume:

Fulfillment Period (Days):

2. RECITALS

2.1 Ownership of System. OpenWorks is the owner of certain intellectual property rights, including its Trade Names and the Marks, the distinctiveness and value of which you acknowledge. OpenWorks has spent a considerable amount of time, effort and money to devise, and continues to develop, business methods, technical knowledge and marketing concepts including, but not limited to, trade secrets, commercial ideas, advertising materials, marketing strategies, technology strategies, information on sources of supply, administrative procedures, business forms, and training techniques that, taken together, comprise a proprietary System for

the operation of Janitorial Services that offer commercial janitorial and other facility services to Accounts pursuant to Maintenance Agreements, all of which are designed to enhance the reputation and goodwill with the public of the services offered pursuant to the System. OpenWorks may, from time to time, add to, amend, modify, delete or enhance any portion of the System (including any of the Trade Names and Marks) as may be necessary in OpenWorks' Reasonable Business Judgment (as defined below) to change, maintain or enhance the System, TradeNames, Marks or reputation, efficiency, competitiveness and/or quality of the System, or to adapt it to new conditions, materials or technology, or to better serve the public. You will fully comply, at your own expense, with all such additions or modifications reasonably designated as applicable to then existing franchise owners similarly situated.

2.2 Definition of Reasonable Business Judgment. OpenWorks agrees to use "Reasonable Business Judgment" in the exercise of its rights, obligations and discretion under this Agreement except where otherwise indicated in this Agreement. "Reasonable Business Judgment" means that OpenWorks' determination shall prevail even in cases where other alternatives are also reasonable so long as OpenWorks is intending to benefit or is acting in a way that could benefit the System by enhancing the value of the Marks, increasing customer satisfaction, or minimizing possible customer brand or location confusion. OpenWorks shall not be required to consider your particular economic or other circumstances when exercising its Reasonable Business Judgment. At no time are you or any third party (including, but not limited to any third party acting as a trier of fact) entitled to substitute your or its judgment for a judgment that has been made by or on behalf of OpenWorks and that meets the definition of Reasonable Business Judgment in recognition of the fact that the long-term goals of a franchised system, and the long-term interests of both OpenWorks and all franchise owners, taken together, require that OpenWorks have the latitude to exercise Reasonable Business Judgment.

2.3 Nature of OpenWorks' Business. OpenWorks is in the business of franchising other parties to operate businesses using OpenWorks' Trade Names, Marks and System.

2.4 Objectives of Parties. OpenWorks wishes to grant you and you wish to accept from OpenWorks a franchise to operate your own business that engages in the Janitorial Services described in this Agreement, using the Trade Names, Marks and System, upon the terms and conditions set forth in this Agreement.

3. DEFINITIONS. For purposes of this Agreement, when any of the following terms begin with capital letters, their meanings are as defined in this Article 3 or elsewhere in this Agreement where the term appears in bold type and quotation marks:

3.1 "**Account**" means a customer who has entered into a Maintenance Agreement with OpenWorks for the performance of commercial janitorial and/or other facility services at the customer's premises.

3.2 "**Account Volume**" means the gross dollar volume per month that should be generated by the Accounts assigned to you by OpenWorks.

3.3 "**Additional Accounts**" has the meaning ascribed to it in Section 5.2.2.

3.4 "**Additional Account Volume**" means the gross dollar volume per month that should be generated by the Additional Accounts that you purchased the rights to service from OpenWorks.

3.5 "**Affiliate**" means people and companies associated with OpenWorks or you, as the context indicates, including, but not limited to, spouses, members of your household, owners, general partners, limited partners owning a Substantial Interest in OpenWorks or you, shareholders owning a Substantial Interest in OpenWorks or you, corporations in which OpenWorks or you have a Substantial Interest, corporations in which any person or entity owning a Substantial Interest in you also has a Substantial Interest, or officers, directors, employees or agents of OpenWorks or you. As used in this paragraph, the phrase "Substantial Interest" means the right to 10% or more of the capital or earnings of a partnership or limited liability company, or alternatively, ownership of 10% or more of the voting stock of a corporation.

3.6 "**Agreement**" means this Franchise Agreement, together with its attachments and all amendments hereto.

3.7 "**Confidential Information**" means proprietary and/or confidential information and trade secrets of OpenWorks and the System, including without limitation training materials, programs, methods, techniques, specifications, standards, systems, procedures, sales and marketing programs and strategies, technology strategies, manuals, financial data, knowledge of specifications for and suppliers of equipment, supplies and services, bidding, pricing and billing methods, existing and prospective customer lists and information about them and their service contracts, at any time existing or under consideration, for the operation of OpenWorks regional offices and commercial janitorial and other facility service businesses.

3.8 "**Designated Manager**" means the specific individual who will be responsible for the day-to-day management of the Janitorial Services.

3.9 "**Effective Date**" means the date of the Agreement as set forth in Article 1.

3.10 "**Fluent in English**" has the meaning ascribed to it in Section 7.2.12.

3.11 "**Franchise Network**" means the interdependent network composed of OpenWorks, all OpenWorks franchisees, OpenWorks' Affiliates, and any other people or business entities that it has licensed to use the Trade Names, Marks, System or any of them.

3.12 "**Franchise Package**" means one of four different programs offered by OpenWorks, each generating a different amount of Initial Account Volume.

3.13 "**Good Standing**" means timely compliance by you and your Affiliates with all provisions of this Agreement, the Manual and any other agreement with OpenWorks, specifically including, but not limited to, provisions for timely payment of amounts owed by you to OpenWorks or its Affiliates and for any Account's satisfaction with your Janitorial Service.

3.14 "**Gross Revenue**" means the total amount of money received by OpenWorks and its Affiliates from Accounts for all services rendered by you or your Affiliates within an

accounting period. It also includes any amounts that were received directly by you or your Affiliates within an accounting period should a customer pay you or your Affiliates directly.

3.15 "**Janitorial Service**" means the business of providing commercial janitorial and other facility services that OpenWorks has authorized you to conduct under the Trade Names, Marks and System pursuant to this Agreement.

3.16 "**Maintenance Agreements**" means written contracts between OpenWorks and customers for the provision of commercial janitorial and other facility services at the customer premises, which contracts may have a title other than Maintenance Agreement.

3.17 "**Manual**" means the Operations Manual, instructions and other correspondence that OpenWorks will lend or communicate to you during the term of this Agreement, covering the operation of the franchised business, as each may be amended and/or supplemented from time to time. The Manual contains forms, requirements, recommendations, and best practices relating to the establishment, promotion and operation of a Janitorial Service and for use of OpenWorks' Trade Name and Marks.

3.18 "**Marks**" means the word mark "OpenWorks," the design mark "OpenWorks and design," and other selected trademarks, service marks, trade dress, logotypes, slogans and other commercial symbols licensed by OpenWorks to you under this Agreement from time to time. A list of additional trademarks is included as Attachment 5 to this Agreement.

3.19 "**Franchise Disclosure Document**" means the Uniform Franchise Disclosure Document to which this Agreement was attached and which was previously or contemporaneously provided to you.

3.20 "**OpenWorks**" means O.P.E.N. America, Inc., an Arizona corporation, or any person or entity to which OpenWorks allocates all or part of its rights and obligations under this Agreement.

3.21 "**Purchase Contract**" has the meaning set forth in Section 5.2.2.

3.22 "**System**" means the Confidential Information, and the other business methods, technical knowledge and marketing concepts licensed by OpenWorks to you under this Agreement, including, but not limited to, the right to use OpenWorks' processes, purchasing arrangements, commercial ideas, advertising materials, Manuals, Marks, information on sources of supply, administrative procedures and business forms.

3.23 "**Termination**" means the expiration and non-renewal of this Agreement, the early termination of this Agreement under any circumstances, and the cessation of your rights to use the Trade Names, Marks and System.

3.24 "**Territory**" means the area encompassing a 60 mile radius from the business address identified in Article 1, within which you will operate your Janitorial Service for all packages except the OW P and OW GrOW packages. For the OW P and OW GrOW packages, "Territory" means the continental United States.

3.25 "**Trade Names**" means the commercial names "OpenWorks," "OpenWorks of [name of state or other geographic designation]," and other selected trade names licensed by OpenWorks to you under this Agreement from time to time.

3.26 "**Transfer**" means any sale, gift, or other change in ownership of all or any part of the rights and obligations of this Agreement or of all or substantially all of the assets of the Janitorial Service (including without limitation, Accounts), or of an ownership interest in you of a magnitude at least as great as that described in this Section. If you are a limited liability company, then one or more transactions (regardless of whether or not they are related) in which there is a cumulative change in the rights to 34% or more of your capital, profits, or distributions of profits will be considered to be a Transfer. If you are a corporation, then one or more transactions (regardless of whether or not they are related) in which there is a cumulative change in beneficial ownership of 34% or more of your voting stock will be considered to be a Transfer.

3.27 "**You**" means the person or entity that is named as you in Article 1 of this Agreement and your Designated Manager, as the context requires. "You" means, in addition, all people or entities that succeed to the interest of the original you by Transfer or operation of law.

4. GRANT OF FRANCHISE

4.1 Granting Clause.

4.1.1 **Non-exclusive Territory**. Subject to all the terms and conditions set forth in this Agreement, OpenWorks grants to you and you accept from OpenWorks a non-exclusive franchise to operate the Janitorial Service described in this Agreement solely within the Territory using the Trade Names, Marks and System in accordance with the terms of this Agreement. OpenWorks reserves all rights in the Trade Names, Marks and System not expressly granted in this Agreement. Your right to operate within the Territory is not exclusive. Other franchisees may compete there as there may be multiple franchisees in a territory. OpenWorks may compete with you for accounts in your Territory, including through alternative methods of distribution. You may, and OpenWorks encourages you to, solicit new business within your Territory, but may not solicit business from existing OpenWorks customers or prospects where an active OpenWorks or other OpenWorks franchisee bid (within the previous six (6) months) exists. OpenWorks will not bid against you itself. You may only solicit business within your Territory and only from prospects with their principal place of business located within your Territory. Unless approved in writing by OpenWorks, you may not service prospects located outside of your Territory, even if you did not solicit the business. OpenWorks may, but is not obligated to, offer programs to qualifying franchisees wherein OpenWorks offers and provides consent for a franchisee to service Accounts outside its Territory. OpenWorks reserves the right to compete with you for accounts under other tradenames or trademarks and offer services that are similar or complimentary to those provided by your franchise.

4.2 Term and Renewal.

4.2.1 **Initial Term**. The initial term of the franchise will begin on the Effective Date and will continue for a period of ten years unless terminated earlier pursuant to Article 10. If you continue to operate after the expiration of the term of this Agreement, OpenWorks may, at

its option, consider the Agreement to be renewed on a month-to-month basis until the all the conditions set forth in 4.2.2 below are met or until the Agreement is terminated. Any continuance of business relations between OpenWorks and Franchisee after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, or extension of the Agreement (except for the limited circumstance stated above) unless Franchisee and OpenWorks agree in writing to such reinstatement, renewal, or extension.

4.2.2 **Renewal**. You will have the right to renew the franchise for your Janitorial Service for two additional ten year terms on the same terms and conditions as those on which OpenWorks is customarily granting new franchises at the time of renewal, if at the time of each renewal the following conditions are fulfilled:

(a) You and your Affiliates are in Good Standing under this Agreement, any other agreement between OpenWorks or its Affiliates and you, and the Manual;
(b) You have notified OpenWorks in writing at least 180 days before the expiration date of the then current agreement of your desire to renew;
(c) You and any Affiliates that have signed this Agreement have signed a copy of the new franchise agreement not less than 30 days prior to the expiration of the then current agreement or 150 days after you receive a copy of the new Franchise Agreement from OpenWorks, whichever is later;
(d) You have paid a renewal fee of $2,500 when you signed the new franchise agreement; and
(e) You and any Affiliates that are parties to this Agreement have signed a general release of claims in a form satisfactory to OpenWorks with respect to past dealings with OpenWorks and its Affiliates.

You understand that the terms of the standard franchise agreement in use by OpenWorks at the times of renewal may contain different terms than those contained in this Agreement, including, but not limited to (i) increased royalties, Advertising Fund contributions or additional fees, (ii) different performance standards and (iii) execution of a general release in a form satisfactory to OpenWorks of any and all claims against OpenWorks or its Affiliates.

5. SERVICES TO YOU. OpenWorks agrees to perform the following services for you, at locations selected by OpenWorks, provided that you are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with OpenWorks or its Affiliates, and the Manual:

5.1 Training.

5.1.1 **Initial Training**. Before the opening of your Janitorial Service business, OpenWorks will conduct an initial training program in the operation of the Janitorial Service under OpenWorks' System for you and any of your employees who wish to attend at the same time, at no charge to you. The initial training program operates to advance and protect the reputation of the OpenWorks name and the Proprietary Marks and ensure that the franchisee meets the customer requirements and OpenWorks' brand standards. Any of your principals who will be involved in the management of your Janitorial Service business, and in all cases at least one of your principals, and your Designated Manager must attend and successfully complete the

initial training program to the satisfaction of OpenWorks before you may start operating your Franchise. The initial training program is offered once a month and may be provided in person or virtually, and may have self-study portions. You must complete the program within 60 days of signing your Franchise Agreement. Any Designated Manager of your Janitorial Service business must also attend and successfully complete the initial training program to the satisfaction of OpenWorks. You (and any Designated Manager) will be evaluated on your aptitude for the operation of your Janitorial Service business, whether you are a good fit within the System, and whether your operation might adversely affect the goodwill or reputation of the System. OpenWorks will charge you a fee for any initial training provided to anyone after the first initial training program. This fee will be collected as stated in the Manual, typically, upon registration for training. Notwithstanding the foregoing, if you purchased an OW P package, OpenWorks may waive the hands-on portion of the initial training requirements in its sole discretion.

5.1.2 **Continuing Education** OpenWorks may offer continuing education programs on matters related to the operation or promotion of the Janitorial Service on an optional or mandatory basis, as it considers necessary for maintaining OpenWorks' brand standards. OpenWorks may charge you up to $150 per class for these programs or the platform through which they are accessed. OpenWorks reserves the right to adjust this fee at any time in OpenWorks' discretion. OpenWorks may also require you to attend external training courses at your expense as outlined in the Manual or otherwise communicated by OpenWorks.

5.2 Offering Accounts.

5.2.1 **Initial Accounts**. After all required individuals have successfully completed the initial training and signed OpenWorks' Certificate of Completion of Initial Training, and you have picked up your equipment, delivered to OpenWorks a copy of your business license, any additional entity/organizational documents OpenWorks requests, and any required registrations, and paid the initial franchise fee, the fulfillment period for the Franchise Package you purchased will begin. OpenWorks will offer you the initial Account Volume promised in Section 6.1 of this Agreement within the applicable fulfillment period. OpenWorks will contact you by the method it chooses (e.g., by telephone or e-mail) to invite you to a walk-through of an account, request documentation of a business plan for the account, or thereafter offer you the account, and give you a certain amount of time to respond. If you do not respond during that time period for any of the aforementioned stages, you will be deemed to have refused the Account. OpenWorks reserves the right to update its account offer processes upon notice to Franchisee by updating the Manual. OpenWorks' fulfillment periods are as follows for each Franchise Package:

Package	Initial Monthly Account Volume	Fulfillment Period (Days)
OW P / OW GrOW	0	N/A
OW 7	7,000	240
OW 10	10,000	330
OW 25	25,000	780

If you and OpenWorks agree to an initial monthly account volume greater than $25,000, the additional account volume will be offered in increments of $5,000 and increments of 150 days for the fulfillment period.

In order to accept an account, you must execute an Account Acceptance Agreement provided by OpenWorks. You shall not begin service at an account unless and until you have received from an authorized OpenWorks representative and executed, as applicable, a) the Account Acceptance Agreement and b) the Scope of Work for the account.

If OpenWorks does not offer Accounts totaling the promised initial Account Volume within the required fulfillment period, you will be entitled upon written request to a refund of a portion of your initial franchise fee, as described in Section 6.1 of this Agreement. Such a partial refund will fulfill OpenWorks' obligation to offer the remaining portion of the initial Account Volume. Such a partial refund may, without limitation, be in the form of a loan reduction or balance reduction. If you do not make a written request for a refund within 30 days after the end of the fulfillment period, you will be deemed to have waived your right to a refund, but OpenWorks will remain obligated to offer you the remaining portion of the initial Account Volume for the franchise package you selected.

If, during the fulfillment period, you commit any default that would justify termination of an Account or of this Agreement (including but not limited to the performance and noncompliance issues set forth in the Account Satisfaction provisions at Section 7.2.5) OpenWorks may, at its option, suspend the fulfillment period until the default is cured instead of terminating your service to an Account or terminating this Agreement. If it appears, in OpenWorks' Reasonable Business Judgment, that you cannot or will not cure the default, OpenWorks may require you to repeat the initial training course. OpenWorks' fulfillment obligations to you are suspended until you successfully complete training. If you fail to successfully complete the repeat initial training course during your original fulfillment period, then OpenWorks' fulfillment obligations to you will cease. Once you have cured the default or have successfully completed retraining course within the required time frame, the prior fulfillment period will be cancelled and a new fulfillment period will begin to run.

5.2.2 Additional Accounts. You will not have the option to purchase additional franchises. However, you may request Additional Accounts from OpenWorks. "**Additional Accounts**" are new Accounts, or an increase in the dollar Account Volume of an existing

Account you are already servicing (through increased occupancy, additional services, or for any other reason), offered to you by OpenWorks over and above the Initial Account Volume ("**AdVol**"), under any of the following scenarios if your franchise and its services to your then-current accounts are in Good Standing:

(a) You may request that OpenWorks offer you Additional Accounts;
(b) OpenWorks may offer Additional Accounts to you on its own;
(c) OpenWorks, in conjunction with a proposed increase in an Account you are servicing, may require you to purchase an increase in the dollar Account Volume of that Account, and OpenWorks will assess a Marketing Fee (as defined in Section 6.8) from you that is based on the increase; or
(d) OpenWorks, in conjunction with placing an Account with you under a previous obligation (initial Account Volume, Purchase Contract or replacement Account), will require you to purchase the overage if the acceptance of that Account would cause the gross dollar volume under that initial Account Volume, Purchase Contract or replacement Account to exceed the contracted amount.

In each of these cases, you are required to execute an amendment to the Franchise Agreement (a "**Purchase Contract**"), signifying the purchase of the right to service one or more Additional Accounts, and to pay the appropriate Marketing Fee as provided in Section 6.8.1 of this Agreement. In order to accept an Additional Account, you must execute an Account Acceptance Agreement provided by OpenWorks. You shall not begin service at an Additional Account unless and until you have received from an authorized OpenWorks representative and executed, if applicable, a) the Purchase Contract, including the account Acceptance Agreement, and b) the Scope of Work for the account. In the event that you begin servicing the Additional Account before signing the Purchase Contract in violation of the preceding sentence, you are deemed to have accepted the AdVol, regardless of when the Purchase Contract is executed and OpenWorks will impose any applicable Marketing Fee as of the date that you first serviced the account. OpenWorks may have outstanding obligations to offer you Accounts under more than one Purchase Contract at a time. Assignment of a given Account, if of sufficient monthly billing magnitude, may help to fulfill OpenWorks' obligations to offer you Accounts under more than one Purchase Contract.

You agree that OpenWorks is under no obligation to provide you with Additional Accounts and may do so solely at its own discretion.

5.2.3 **Refusal of Initial Account Volume**. You may refuse up to two separate new Accounts from the initial Account Volume offered (whether offered telephonically or otherwise and whether or not accompanied by an actual assignment) by OpenWorks for any reason whatsoever during the term of this Agreement. However, each refusal of an offered Account (whether offered telephonically or otherwise and whether or not accompanied by an actual assignment) from the initial Account Volume will extend the fulfillment period by an additional 30 days. Your refusal of any Account (whether orally, in writing, or by failure to respond to or attend a walk-offer or failure to respond to an Account offer) will not relieve you of any payment obligations to OpenWorks, including without limitation your obligations under promissory notes for installments of your initial franchise fee or any Marketing Fee.

5.2.4 **Replacement of Accounts**. If any of OpenWorks' initial Accounts terminate their Maintenance Agreements within one year after you begin servicing the Account, OpenWorks will, in its sole and absolute discretion, either i) offer you replacement Accounts within 150 days, subject to the conditions set out in this Section or ii) issue a partial refund of the initial Franchise Fee, pro-rated for account volume terminated and days remaining in the one-year period. If any of your Additional Accounts terminate their Maintenance Agreements within six months after their Maintenance Agreements commence, OpenWorks will, in its sole and absolute discretion, either i) offer you replacement Accounts within 150 days, subject to the conditions set out in this Section or ii) issue a partial refund of the initial franchisee feeapplicable Marketing Fee, pro-rated for account volume and days remaining in the first yearsix months of that particular account. The foregoing guarantees do not apply to Accounts that are terminated as a result of any wrongful act, omission, negligence or nonprofessional interaction with the Account by you or your agents or Affiliates, including but not limited to, theft or breakage of property, failure to reset security alarm systems, duplication of Account keys, being argumentative with the Account and violations of Section 7.2.5 of this Agreement pertaining to an Account's satisfaction with your Janitorial Service. OpenWorks is not obligated to replace any Account lost by you because of the Account's dissatisfaction for any of the reasons stated above, or the Account's request that service be provided by another franchisee. OpenWorks may act in its sole discretion in determining if the Account has been terminated due to your or your agents' or Affiliates' wrongful act, omission, negligence or nonprofessional interaction with an Account or the Account's dissatisfaction. OpenWorks is not obligated to replace replacement Accounts.

Replacement Account(s) will be the same or a greater monthly billing magnitude as the Account(s) they replace. If the monthly billing volume of the replacement Account(s) is greater than the terminated Account(s), OpenWorks may assess a Marketing Fee from you that is based on the overage.

If you commit any default that would justify termination of an Account or of this Agreement and the fulfillment period is suspended pursuant to Section 5.2.1 (including but not limited to the performance and noncompliance issues set forth in the Account Satisfaction provisions at Section 7.2.5), OpenWorks may, at its option, suspend its obligations under this Section 5.2.4 until the default is cured instead of terminating your service to an Account or terminating this Agreement. If OpenWorks' opts to suspend its obligations under this Section 5.2.4, they are suspended until you successfully cure the default. Once you have cured the default or have successfully completed retraining course under Section 5.2.1, within the required time frame, Openworks' replacement obligations will resume.

5.2.5 **Account Assignment Agreement**. Each assignment to you of a new Account or an increase in an existing Account, beginning with the assignments of Accounts to fulfill your Initial Account Volume, will be made pursuant to a separate Agreement for Account Assignment or Increase (an "**Account Assignment Agreement**"), which will have its own date, Account information, and if applicable, Marketing Fee. You acknowledge and agree that you will not begin servicing an account until you have executed the applicable Account Assignment Agreement. By accepting the new Account or increase in an existing Account and performing services, you agree to all of the applicable terms set forth in this Agreement and in each Account

Assignment Agreement as of the date of acceptance, which are hereby incorporated herein by reference, including without limitation, the following:

(a) You acknowledge receiving a copy of the Maintenance Agreement and Account scheduling requirements for the assigned Account if requested by you.

(b) You agree to service the Account and comply strictly with the terms of the Maintenance Agreement and Account scheduling requirements for the assigned Account, all according to the Manual and the standards, procedures and policies established by OpenWorks from time to time.

(c) You certify that you have sufficient resources to service the assigned Account, including working capital to purchase all needed supplies and equipment, and to meet all expected payrolls for the first 90 days.

(d) If any portion of the assigned Account is an Additional Account (additional business in excess of the Initial Account Volume or replacement Account volume OpenWorks is required to provide you), then you agree to pay OpenWorks the Marketing Fee stated in the Account Assignment Agreement.

(e) You acknowledge that OpenWorks has made no representations to you about how long the Account will use your services except as expressly stated in the Maintenance Agreement. You understand that there is no assurance that the Account will renew or extend the Maintenance Agreement. OpenWorks retains all rights as the contracting party with the Account.

(f) If you discontinue services for the assigned Account at any time for any reason, you agree to immediately turn over to OpenWorks the Account's keys, security codes and cards in your possession or the possession of your employees. If you do not do so, you agree to pay OpenWorks all charges assessed by the Account plus $500 a day until the Account's keys, codes and cards are delivered to OpenWorks.

5.2.6 **Accounts Obtained by You**. Once all required individuals have completed training and you have obtained your required business license, you are encouraged to solicit and procure janitorial customer Accounts on your own behalf. You must conduct all marketing activities in strict conformity with the guidelines, policies and procedures set forth in the Manual. OpenWorks must sign a Maintenance Agreement with these Accounts and will provide the same administrative services to support these Accounts as it does to support Accounts it procures for you. You will pay all the same types of fees in regard to these Accounts as you do in regard to Accounts procured by OpenWorks for you except that you will not be required to pay a Marketing Fee to OpenWorks for Accounts you obtain solely as the result of your own efforts. OpenWorks will impose the fees as of the date you begin servicing the Account unless we agree in writing that certain service calls or services are specifically excluded. Upon the Termination of this Agreement, Accounts you have procured must be assigned to OpenWorks if these Accounts do not already have a signed Maintenance Agreement with OpenWorks. In furtherance of this requirement, upon Transfer or Termination, you will immediately provide OpenWorks with a list of all Accounts and customers and facilities you are servicing or had serviced at any date during the 12 months preceding the date of such Transfer or Termination.

5.3 Equipment and Supplier List. You must purchase all your equipment and supplies from a list of OpenWorks approved equipment and supplies and only from OpenWorks'

designated and approved suppliers. OpenWorks will provide you with a recommended equipment list; an approved equipment and supply list; and a list of designated and approved suppliers. You may purchase your own equipment at any time or, for all packages except the OW P package, for your convenience, once you have completed initial training and have your business license, OpenWorks will provide you with an initial equipment and supply kit. If you purchased an OW P package, OpenWorks will not provide you with an initial equipment and supply kit. The current equipment kit being provided by OpenWorks is described in Attachment 1. OpenWorks may substitute different brand names or make changes in specifications, but any substituted or changed item will be of equal or greater value and/or quality.

5.4 Billing, Collection and Payment.

5.4.1 **Billing and Collection Service**. OpenWorks will provide billing and collection service for you. You must use this service and may not bill Accounts yourself or make collection efforts unless authorized in writing by OpenWorks. Within 45 days after the end of each month, OpenWorks will send to you via electronic payment your Gross Revenue for that month, after deduction of any sums currently due and payable by you to OpenWorks under this Agreement, which may include any damages owed due to your default of the Franchise Agreement. OpenWorks may adjust the deadlines for reporting by you and payment by OpenWorks if, in its sole discretion, such adjustments are made necessary by general changes in the payment practices of Accounts in the area. You will be notified in writing of any such adjustments. Under no circumstances shall Franchisee be permitted to assign payments to any other entity, including without limitation any factoring company.

5.4.2 **Limited Cash Flow Protection Service**. For the first 90 days of each Account you accept that is part of your initial Account Volume, at the time of sending your monthly Gross Revenue to you, OpenWorks will advance you a sum equal to any delinquent payments that should have been, but were not, received by OpenWorks from any Accounts you serviced during the month for which payment is made if the following four requirements are met:

(a) The Account was not delinquent in the immediately preceding month;
(b) You are not in Default of the Franchise Agreement;
(c) Prior to OpenWorks advancing such sum, the customer has not terminated its Maintenance Agreement with OpenWorks or requested a new service provider at a location you serviced;
(d) The customer has not requested that you stop servicing their Account;
(e) The Account was originally provided by OpenWorks;
(f) You submitted to OpenWorks the monthly statement of all services rendered by you, including services rendered to the delinquent Account, in a timely manner and in the form prescribed by OpenWorks; and
(g) As otherwise required by OpenWorks in the Manual.

Any such sums advanced to you by OpenWorks must be paid to OpenWorks within 90 days after the date upon which payment was due from the Account whose payment was delinquent. Thereafter, you must repay OpenWorks or it may deduct amounts owed to it by you for such advances from any and all money collected by OpenWorks on your behalf. You must pay OpenWorks interest at the rate of 12% per year on any advances for which OpenWorks has

not been reimbursed within 90 days after the date upon which payment was due from the Account.

5.4.3 **Cost of Collection**. OpenWorks is entitled to recover from you any costs it incurs, including but not limited to attorneys' and accountants' costs and fees, filing fees, delivery and photocopying charges, and costs of discovery, in collecting monies owed you by Accounts for your services. OpenWorks may apply to this obligation to any monies paid to OpenWorks by you or for your Account.

5.5 Consultation. Upon your request, OpenWorks will use commercially reasonable efforts to make its personnel available to you for consultation regarding operation of the Janitorial Service.

5.6 Manual. OpenWorks will lend you a Manual containing information on operational methods, safety, rules and policies, marketing, names of approved suppliers, and other information that OpenWorks believes will be necessary or helpful to you in your operation of the Janitorial Service. Operating your Janitorial Service in accordance with the Manual protects the reputation of the OpenWorks' name and the proprietary Marks, and ensures that the franchisee meets the customer's requirements and OpenWorks' brand standard. OpenWorks may revise the Manual periodically to conform to the changing needs of the Franchise Network and will distribute updates to you verbally, on the Internet, by email or in the form of memoranda containing these revisions. You are required to operate your Janitorial Service in accordance with the Manual and any of its revisions. In the event of any dispute regarding the Manual, the terms of the master copy maintained by OpenWorks shall be controlling.

5.7 Advertising.

5.7.1 **Advertising Fund**. OpenWorks has established an advertising fund (an "**Advertising Fund**") to pool advertising monies of OpenWorks and each of its franchisees so as to achieve greater benefits for all in promoting the OpenWorks brand and its Trade Names and Marks. OpenWorks may, at its option, establish additional Advertising Funds. You must pay to OpenWorks as a contribution to the Advertising Fund up to 3% of your Gross Revenue, payable at the same times and in the same manner as royalties. OpenWorks currently contributes to the Advertising Fund in excess of franchisee contributions; however, OpenWorks reserves the right to decrease its contribution amounts in the future. OpenWorks shall administratively segregate all contributions to the Advertising Fund on its books and records. However, any payments to the Advertising Fund may, at OpenWorks' discretion, be deposited in OpenWorks' general operating account; may be commingled with OpenWorks' general operating funds; and may be deemed an asset of OpenWorks, subject, however, to OpenWorks' obligation to expend the monies in the Advertising Fund in accordance with the terms hereof. OpenWorks may, in its sole discretion, elect to accumulate monies in the Advertising Fund for such periods of time as it deems necessary or appropriate, with no obligation to expend all monies received in any fiscal year during such fiscal year. From time to time, OpenWorks' expenditures for advertising in any fiscal year may exceed the total amount contributed to the Advertising Fund during such fiscal year. In such event, OpenWorks shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Advertising Fund or to use such

excess as a credit against its future contributions. The parties do not intend that the Advertising Fund be deemed a trust.

5.7.2 **Use of Funds**. The Advertising Fund may be used to pay for market research, development, branding, quality assurance, advertising materials, marketing technology expenses, promotion or public relations programs, media placement for a national or regional advertising program, a referral program, or any combination of them, as OpenWorks, in its sole discretion, may deem necessary or appropriate to advertise or promote OpenWorks and to assure and enhance the name, goodwill, reputation and quality of the System and OpenWorks' brand, Trade Names and Marks. OpenWorks shall direct all such programs and activities, with sole discretion over the methods, types of support (including without limitation, training, account quality visits and written materials), creative concepts, materials, endorsements and media used, and the timing, placement and allocation thereof. You agree that the Advertising Fund may be used to meet any and all costs of maintaining, administering, developing, creating, directing and preparing national, regional or local research, development, quality assurance, advertising and promotion materials, branding programs, advertising programs and activities, including without limitation, the costs of creating, preparing and conducting test marketing, surveys, direct mail/distribution, couponing, television, radio, magazine, bill board, newspaper and other media programs and activities, training and inspection programs, updated Manuals and the costs of hiring others to assist OpenWorks. OpenWorks may initiate Advertising Fund projects that are national or regional in scope and may also make allocations of Advertising Fund monies to local groups of franchisees or individual franchisees when OpenWorks considers it desirable. Because the benefits of advertising and promotion are difficult to measure with precision, OpenWorks reserves the unqualified right to determine, in its sole discretion, how Advertising Fund monies will be spent; provided that the monies must be used in a manner that is described above. You understand and acknowledge that the Advertising Fund is intended to maximize general public recognition and acceptance of the Trade Names and Marks for the benefit of the System as a whole and that OpenWorks undertakes no obligation in administering the Advertising Fund to ensure that any particular franchisee benefits directly or pro rata from the Advertising Fund. OpenWorks reserves the right to terminate the Advertising Fund, but in such event will spend or use all remaining Advertising Fund assets for advertising in accordance with this Section.

5.7.3 **Reports**. OpenWorks will prepare an annual summary of the percentages spent on production, media placement, administrative expenses and other categories as appropriate from the Advertising Fund in the prior year. This summary will be made available to you at OpenWorks' regional office within 10 business days from OpenWorks' receipt of your written request.

5.8 Suggested Suppliers. OpenWorks will give you, in the Manual or otherwise in writing, a list of names and addresses of suppliers of goods and services (including technology) that currently meet its standards and specifications. In advising you of suppliers that meet its standards and specifications, OpenWorks expressly disclaims any warranties or representations as to the condition of the goods or services sold by such suppliers, including, but not limited to, expressed or implied warranties as to merchantability or fitness for any intended purpose. You agree to look solely to the manufacturer of goods or the supplier of services for the remedy for any defect in the goods or services. You may request that OpenWorks approve additional or alternate suppliers by providing OpenWorks with the required information for each proposed

supplier in accordance with the Manual. OpenWorks will evaluate the proposed supplier and give you a written response to your request within sixty (60) days of the date OpenWorks receives the last piece of information from you. You must also reimburse OpenWorks for all costs incurred by OpenWorks in investigating and inspecting the proposed supplier and in testing the proposed supplier's product. OpenWorks has the right to deduct these fees from monies that are due to you from OpenWorks.

6. PAYMENTS BY YOU.

6.1 Initial Fee. You are required to pay OpenWorks in cashier's check or certified check payable to "O.P.E.N. America, Inc." or other form of payment acceptable to OpenWorks, an initial fee determined in accordance with Attachment 2 of this Agreement.

Higher franchise levels with increased account volume more than OW 25 may be available in your area. If so, then the additional account volume would be offered in additional $5,000 increments from the levels at OW 25 stated in Attachment 2. The franchise fee would be calculated as the OW 25 franchise fee of $72,000 plus a multiplier of 3 times the increased volume amount. For example, for a $5,000 increase from a $25,000 account volume to a $30,000 account volume, the initial fee would be calculated as $72,000 + ($5,000 * 3) or $87,000.

You have selected the Franchise Package as stated in Article 1 of this Agreement.

The exact amounts for the franchise packages are stated in Attachment 2. The fee schedule in Attachment 2 of this Agreement does not include sales tax, which, if applicable, must be paid by you.

The initial franchise fee is non-refundable, unless OpenWorks has been unable to offer a sufficient dollar volume of Accounts to you for the package purchased by you within the fulfillment period specified in Section 5.2.1 of this Agreement. If the dollar volume of Accounts offered to you within the fulfillment period falls short of the amount specified in Section 5.2.1 of this Agreement, then your sole remedy is to receive a partial refund from OpenWorks, calculated as follows: The partial refund will be an amount equal to the difference between the initial Account Volume of the package and the Account volume of the Account(s) actually offered, multiplied by the package multiplier applicable to the package that was purchased. The package multipliers are as follows:

PKG.	**MULTIPLIER**
OW P / OW GrOW	N/A
OW 7	2.71
OW 10	2.56
OW 25 and greater	2.56

At any time after the fulfillment period, OpenWorks, in its sole discretion, may elect to provide you with a partial refund in accordance with the above calculation in full satisfaction of all of its obligations to provide you with Accounts.

OpenWorks has the right to offset any amounts owed to it by you or your Affiliate against the amount of the refund. Therefore, a partial refund may, without limitation, be in the form of a loan reduction or balance reduction.

The following is an example of recalculations of the initial franchise fee:

You purchase Package OW 7 for $24,850. This Package should generate $7,000 in Account Volume per month. However, OpenWorks offers to you Accounts that generate only $6,000 in Account Volume per month within the fulfillment period. To calculate your refund, the first step is to subtract the actual Account Volume from the Initial Account Volume for the package purchased, as follows: $7,000 - $6,000 = $1,000. The difference is then multiplied by the multiplier for Package OW 7: $1,000 X 2.71 = partial refund of $2,710. If you owed $500 to OW, then the refund will be reduced by the amount you owe.

The reason why the net cost to you of the Accounts provided to you in the example, above, is less than it would have been if you had purchased the smaller package in the first place is that the cost per dollar of Initial Account Volume decreases as the size of the package increases. If OpenWorks fails to offer you the requisite Initial Account Volume for the package purchased, your initial franchise fee is still calculated at the same lower cost per dollar of Initial Account Volume as the package that you purchased.

6.2 Royalties. You will owe OpenWorks a royalty fee equal to 15% of the monthly Gross Revenue of the Janitorial Service, calculated on the basis of your Gross Revenue for the immediately preceding month (the "**Royalty Fee**"). Beginning on the first full month in which OpenWorks fulfills the applicable Account Volume for the package you purchased, Franchisee agrees the Royalty Fee will be the greater of (i) 15% of the monthly Gross Revenue, or (ii) $300.00 (the "**Minimum Royalty**"). Currently, we are not collecting the Minimum Royalty for any franchisee in the OpenWorks System. If we elect to begin collecting the Minimum Royalty for franchisees in the OpenWorks System, we will provide advanced notice to OpenWorks franchisees at least thirty (30) days advance notice before we being imposing the Minimum Royalty. The amount you owe will be deducted from the amounts OpenWorks collects as part of OpenWorks' billing and collection services described in Section 5.4.

6.3 Special Project Fees. You agree to pay OpenWorks a "**Special Project Fee**" of a specified percentage of the total contract price for the job, before deduction of royalty fees, of each one- time, non-recurring Account service job, such as a carpet cleaning, performed by you for which OpenWorks obtained and/or priced the job (regardless of who originally obtained the Account). If you obtained the job, but OpenWorks priced it, the Special Project Fee is 15% of the total contract price for the job; if OpenWorks obtained the job, but you priced it, the Special Project Fee is 15% of the total contract price for the job; if OpenWorks obtained and priced the job, the Special Project Fee is 30% of the total contract price for the job. If you obtained and priced the job, the Special Project Fee is zero. OpenWorks will deduct the Special Project Fee

for assistance rendered during the preceding month from its monthly remittance of Gross Revenue to you.

6.4 Advertising Fund Contributions. You must pay a monthly contribution to the Advertising Fund of up to 3% of the monthly Gross Revenue of the Janitorial Service calculated on the basis of your Gross Revenue for the immediately preceding month, which will be expended in accordance with Section 5.7. OpenWorks will deduct the Advertising Fund contribution from its monthly remittance of Gross Revenue to you. OpenWorks shall have the sole right to enforce your obligations and those of all other franchisees of the System who are obligated to contribute to the Advertising Fund, and neither you nor any other franchisee of the System who shall be obligated to contribute to the Advertising Fund shall be deemed a third-party beneficiary with respect to said Advertising Fund or have any right to enforce any obligation to contribute thereto.

6.5 Payment of Royalties and Advertising Fund Contributions. Your obligations to pay ongoing monthly royalties, monthly Advertising Fund contributions, and monthly Technology and Innovation Fee begin on the Effective Date of this Agreement, as defined above. Your obligation to pay your fees to OpenWorks is not excused by your failure or delay in returning any agreement or paperwork to OpenWorks.

6.6 Inspection of Records. Upon reasonable notice to OpenWorks, you will have the right during normal working hours to inspect the books and records of OpenWorks pertaining to billings and collections for the Accounts assigned to you.

6.7 OpenWorks' Right to Audit Your Records. You agree to keep and maintain for a period of three years (even if this Agreement is terminated) true, original, and accurate records of your business, including, without limitation, accounts, books, licenses, data, contracts and product supplier invoices, and not to engage in activities in violation of your Franchise Agreement, in particular direct billing of Accounts or provision of services to Accounts, without reporting them to OpenWorks. Furthermore, you agree to keep your books and records open to examination, copying and audit by OpenWorks. Upon OpenWorks' request, you shall prepare and produce all of your business/personal records, bank statements, financial statements, tax returns, financial statistics and any other relevant document or data for OpenWorks to verify that all fees due to it are paid by you. Any such information provided to OpenWorks pursuant to this Section shall belong to OpenWorks and may be used and published by OpenWorks in connection with the System. Upon OpenWorks' request, you shall furnish OpenWorks with a copy of each of your reports and reimbursement of sales, use and gross receipt taxes and complete copies of any federal or state income tax returns covering the operation of the Janitorial Service, all of which you shall certify as true and correct.

If an examination or audit by OpenWorks discloses that you have directly billed Accounts or provided services to Accounts without reporting them to OpenWorks, or that you have underreported your Gross Revenues to OpenWorks in any other manner, the total amount of all fees and charges due hereunder as a percentage of such Gross Revenues shall be immediately due and payable to OpenWorks, together with interest on late payments as provided in Section

6.11 of this Agreement. In addition, you must pay OpenWorks all reasonable costs, expenses and overhead incurred by OpenWorks in connection with its examination and/or audit.

6.8 Marketing Fee.

6.8.1 **Amount and Payment**. You must pay OpenWorks a Marketing Fee for OpenWorks' services in locating Additional Accounts for you. Currently, the Marketing Fee is three times one month's gross billing of the Additional Account. OpenWorks reserves the right to increase the Marketing Fee at any time, in its sole discretion, by providing 30 days advanced written notice to you or by amending the Manual.

The Marketing Fee applicable to any Purchase Contract may be altered at any time before signing of the Purchase Contract, depending on changes in market conditions or industry standards or on the type of Account to be offered.

If you pay the Marketing Fee in full immediately, you will receive a 10% discount. The Marketing Fee may be partially or entirely financed in OpenWorks' sole discretion, considering the size of the transaction, other debt service payable by you to OpenWorks and others, your credit history, and your anticipated cash flow. Any portion of the Marketing Fee that is financed will be memorialized by a promissory note substantially similar to Exhibit D of the Franchise Disclosure Document. The current terms of financing are one payment equivalent to a down payment if you do not make the down payment at the time you contract for the Additional Accounts, and 0-24 equal monthly payments of the principal balance due plus annual interest of 12%. OpenWorks will deduct the Marketing Fee from its monthly remittance of Gross Revenue to you. The minimum down payment (or first note payment) and the number of monthly payments are summarized below:

Marketing Fee (as a multiple of the full monthly billing)	**Minimum Down Payment or First Note Payment (as a percentage of the full monthly billing)**	**Financing Terms**		**Discount (if paid in full at the time of acceptance**
		Number of Additional Monthly Payments	**Interest Rate**	
3	20%	0-24	12%	10%

6.8.2 **No Refunds**. The Marketing Fee is not refundable, and OpenWorks has no obligation to offer you replacement Accounts, if an assigned Account is transferred at the request of the Account, or the Account cancels the assigned Account, in either case because of your wrongful act, omission, negligence or nonprofessional interaction with an Account, for the Account satisfaction reasons stated in Section 7.2.5, for any reason that you or your employees, agents or Affiliates could have controlled, including but not limited to, theft or breakage of property, failure to reset security alarm systems, duplication of Account keys, being argumentative with the Account, or for any violation of the Maintenance Agreement or Account's service schedule, this Agreement or the Manual.

6.9 Technology and Innovation Fee. Technology and Innovation Fee. You must pay a technology and innovation fee of up to 2% of the monthly Gross Revenue of the Janitorial Service for the development, set-up, use and maintenance costs for electronic and technologically-related services and support systems for guests, franchisees and the franchise system ("Technology Fee") as will be further described in the Manual. Vendors may also charge additional amounts for the services they provide. The Technology Fee percentage is currently .5% of monthly Gross Revenue and will be collected in the same time and manner as Royalty Fees. OpenWorks reserves the right to increase the fee (but not to more than to 2% of monthly Gross Revenue) upon thirty (30) days' notice to you. The Technology Fee being collected will be stated in the Manual. The Technology Fee may be used for any and all electronic and technological costs such as development, set up and ongoing costs, technology service costs, software development and operations, loyalty program and survey costs, customer facing online system development, polling, data collection, support and operations, customer and franchisee engagement platforms, customer applications, online training modules, operational videos, social media monitoring, information systems (including intranet and outside network systems, web-based systems, wireless, video and digital cameras systems, cleaning method and evaluation systems, back-of-house systems, digital media systems and network systems and the related hardware, middleware and software), and other telecommunication and electronic systems that are planned, in place or may be developed. For any electronic or technologically-related system, OpenWorks may have the right to independently access the system in various manners and to collect and use the data in any manner, including to promote the System and to sell franchises. In order to adapt the changes in technological needs, OpenWorks reserves the right to establish new programs and standards to implement new technology, which may require a change in the Technology Fee. You should expect to update your electronic and technological systems on a regular basis. OpenWorks may require all or a portion of the Technology Fee to be paid to one or more designated third party administrators. OpenWorks may allocate and divide the Technology Fee into two or more sub-fees with different amounts for different categories of electronic or technologically related service or system. OpenWorks may modify the programs and systems at any time and the Technology Fee percentage may be periodically adjusted (but not to more than 2% of your monthly Gross Revenue) upon at least thirty (30) days' notice to you.

6.10 Account Transfer Fee and Franchise Transfer Fee. As a condition of Transfer of an Account or this franchise, you must pay to OpenWorks an Account Transfer fee of $50 per Account for the Transfer of one or more (but less than substantially all) of the Accounts you service, and a Franchise Transfer Fee of $2,500 for all other Transfers, unless special circumstances as stated in Section 9.

6.11 Interest on Late Payments. Any payment not received by OpenWorks when due will bear interest at 21% per year or at the highest rate allowed by applicable law from the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate OpenWorks for loss of use of the funds and for internal administrative costs resulting from late payments, which would otherwise be difficult to measure with precision. The fact that such charges are imposed should not be construed as a waiver of the right to timely payment.

6.12 Account Charges. If you fail to turn over to OpenWorks all Account keys, security codes and cards immediately when you discontinue services to an Account, you must pay OpenWorks all charges assessed by any Account plus $500 per day until the Account's keys, codes and cards are delivered to OpenWorks.

6.13 Cancellation Charges. You must pay OpenWorks a cancellation charge of $50 if you fail to keep any appointment with OpenWorks or an Account (including but not limited to an appointment for a quality control inspection) unless you give at least 24 hours advance notice that you are canceling the appointment. You must pay OpenWorks a cancellation charge of $50 for any missed date of service on an Account. You must pay OpenWorks a cancellation charge of $50 if you, any of your owners, your Designated Manager or any of your employees fails to attend any training class for which you, he or she is scheduled.

6.14 Intentionally Omitted.

6.15 Background Check Fee. Prior to the signing of this Agreement, and at any time during the Term when you finance any Marketing Fee, OpenWorks will evaluate your credit history and charge you its background check fee.

6.16 Document Preparation Fee. If you request the preparation of customized documents for marketing or other purposes, you will be assessed a $250 preparation fee due upon request for preparation.

6.17 ACH Direct Deposit. We will only make payments to you by ACH direct deposit into a designated account.

6.18 Equipment and Supplies. You must purchase your equipment and supplies from a list of OpenWorks approved equipment and supplies and only from OpenWorks' designated and approved suppliers. You may purchase your own equipment at any time or, for all packages except the OW P package, for your convenience, once you have completed training and have your business license, OpenWorks will provide you with an initial equipment and supply kit in accordance with Section 5.3. If you purchased an OW P package, OpenWorks will not provide you with an initial equipment and supply kit. If you purchase equipment or supplies through OpenWorks, OpenWorks will deduct amounts owed to OpenWorks from funds OpenWorks is obligated to pay to you. OpenWorks reserves the right to require you to pay OpenWorks directly at the time you order any equipment or supplies from OpenWorks.

6.19 Trouble Call Fee. If OpenWorks is required to investigate or resolve a customer complaint on your behalf, you must pay OpenWorks a Trouble Call Fee of $50 per occurrence plus reimburse OpenWorks for any service OpenWorks provides to your customer at the current hourly rate set forth in the Manual. OpenWorks has the right to deduct the Trouble Call Fee and any reimbursable charges from funds OpenWorks is obligated to pay you.

6.20 Lost Document Fee. If you have damaged, lost or otherwise misplaced any document relating to the franchise relationship and request a replacement of such document, OpenWorks will charge you $25 for a replacement copy of each such document.

6.21 Intentionally Omitted.

6.22 Unauthorized Marketing Fee. If you fail to obtain OpenWorks' prior approval on any advertising material before use as required in Section 7.1.3 or you fail to stop using any advertising materials that OpenWorks has withdrawn its approval to use, then OpenWorks will impose a $200 unapproved marketing fee per violation. Such a fee will continue to be imposed on a monthly or per use basis, in OpenWorks' discretion, if you continue to use unauthorized materials or fail to correct the unapproved advertising after notification.

7. YOUR OBLIGATIONS.

7.1 Use of Trade Name and Marks.

7.1.1 **Context**. You will use the Trade Names and Marks only in the operation of your Janitorial Service. You will not use any other trade names or marks in connection with your Janitorial Service. You cannot use the Trade Name or Marks as part of your legal business name, or with other words, designs or symbols. You may not use the Trade Name or Marks in connection with the sale of unauthorized products or services, or in any manner not authorized by OpenWorks. You will not represent in any manner that you have acquired any ownership rights in the Trade Names or Marks. You acknowledge OpenWorks' ownership in the Trade Names and Marks. Any goodwill associated with the System and identified by the Trade Names and Marks (including all future distinguishing characteristics, improvements and additions to or associated with the System) is OpenWorks' property and shall inure directly and exclusively to the benefit of OpenWorks. Upon the expiration or Termination of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Trade Names or Marks.

7.1.2 **Changes in Trade Names and Marks.** OpenWorks has invested substantial time, energy and money in the promotion and protection of its Trade Names and Marks as they exist on the date this Agreement is signed. It has no present intention of altering them. However, OpenWorks and you both recognize that rights in intangible property such as the Trade Names and Marks are often difficult to establish and defend and that changes in the cultural and economic environment within which the System operates may make changes in the Trade Names and Marks desirable or necessary. You understand that OpenWorks therefore reserves the right to change any of its Trade Names and Marks and the specifications for each when it believes that such changes will benefit the Franchise Network. You agree that you will promptly conform, at your own expense, to any such changes.

7.1.3 **Advertising**. You agree to submit to OpenWorks copies of all advertising materials that you propose to use at least two weeks before the first time they are distributed, broadcast or published. All advertising must conform to the standards set out in the Manual. OpenWorks will review the materials and notify you within ten business days whether it approves or rejects them. Silence or failure to respond will not be deemed consent. OpenWorks will not withhold its approval unreasonably. For purposes of this Section, advertising materials that differ from previously approved materials only in such variables as date, price or names of products will be considered to be previously approved. However, even if OpenWorks has approved specified materials, it may later withdraw its approval if it reasonably believes it

necessary to make the advertising conform to changes in the System or to correct unacceptable features, including, but not limited to, any misrepresentation in the advertising material, whether or not intentional. You may not engage in telemarketing in connection with your Janitorial Service.

7.1.4 **Legal Protection**. You agree to notify OpenWorks immediately in writing if you become aware of any unauthorized use of its Trade Names, Marks or System. You will promptly notify OpenWorks in writing of any claim, demand or suit against you or against your principals based upon or arising in connection with your use of the Trade Names, Marks or System. In any action or proceeding arising from or in connection with any such claim, demand or suit, you agree that OpenWorks may, but is not obligated to, select legal counsel and has the right to control the proceedings, including the right to compromise, negotiate and settle, in its discretion, such claims, demands or suits. You may not initiate any communication or respond with any information on any infringement or challenge with any person other than your legal counsel, OpenWorks, our affiliates, or our counsel. If OpenWorks undertakes the defense or prosecution of any litigation or proceedings relating to the Trade Names or Marks, you will execute any and all documents and do such acts and things as may, in the opinion of OpenWorks' legal counsel, be reasonably necessary to carry out such defense or prosecution.

7.2 Quality Control.

7.2.1 **Opening**. You may not begin to operate the Janitorial Service until OpenWorks certifies in writing that you and your Designated Manager have satisfactorily completed initial training.

7.2.2 **Compliance With Manual**. You must operate your Janitorial Service in complete compliance with the standards and specifications set out in the Manual. OpenWorks may make changes in these standards and specifications, when, in its reasonable discretion, change is needed for the continued success and development of the System and the Franchise Network. Such changes may necessitate the purchase of equipment (including a computer system), supplies or other goods, completion of additional training by your employees, or other cost to you. You will promptly conform to the modified standards and specifications at your own expense. You must at all times keep ~~your~~a current copy of the Manual ~~current by inserting in it revised pages and other changes given to you by OpenWorks and deleting superseded pages~~. You must also protect its confidentiality by allowing access only by employees with a need to know its contents and by establishing and enforcing procedures to safeguard the Manual in a secure location when it is not in use. If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by OpenWorks will control.

7.2.3 **Your Performance**. You will provide Janitorial Services to your Accounts in a workmanlike and professional manner. Great weight will be given to the Accounts' opinions as to what is workmanlike and professional. You will carefully safeguard and protect the keys to your Accounts' buildings and will never give custody of the keys to any person not directly associated with the Janitorial Service or for any unauthorized purpose. You will diligently follow any instructions or warnings made by any Account as to the security of the Account's premises or as to how, when and where you may perform Janitorial Services. Failure

to adhere strictly to these requirements will be considered grounds for immediate termination of your right to serve a particular Account. If violation of this Section occurs repeatedly, OpenWorks may terminate this Agreement.

7.2.4 **Services Offered**. You will offer and sell all the services and only the services that OpenWorks has authorized you to provide. You may purchase products that are to be used in the Janitorial Service from any source, as long as the supplier meets the standards established by OpenWorks and the products meet the specifications set out in the current version of the Manual. If you wish to use any product not previously certified by OpenWorks to meet its specifications or which is sold by a supplier not previously approved by OpenWorks, you will advise OpenWorks of this fact and, upon its request, will give OpenWorks product specifications, sample products, and/or information about the supplier. OpenWorks will communicate either its approval or its reasons for withholding its approval to you within ten business days. Silence may not be construed as consent. As a condition of approving a supplier or product, OpenWorks will require you to reimburse it for any expenses reasonably incurred by OpenWorks in inspecting the supplier's premises, checking the supplier's credentials, or testing the product. As a condition of approving a supplier of any product that bears the Trade Names or Marks, OpenWorks may require that the supplier sign a license agreement. OpenWorks may withdraw its approval of a supplier or product if either or both no longer meet its standards or specifications.

7.2.5 **Account Satisfaction**. OpenWorks may, at its sole discretion, terminate your right to serve and to Transfer a particular Account, and may assign the Account to another franchisee, upon the occurrence of one of the following events:

(a) You have repeatedly failed to perform Janitorial Services to an Account's satisfaction and/or in accordance with the Maintenance Agreement or Manual and/or OpenWorks' standards;
(b) You participate in any billing and/or collections activities with regard to an Account without prior written consent of OpenWorks;
(c) An Account has lodged an oral or written complaint with OpenWorks regarding you, your service or your employees; OpenWorks has notified you of the substance of the complaint, and the Account remains dissatisfied for more than five days from the date of the notice;
(d) OpenWorks receives an oral or written request from an Account that the Account be serviced by a different franchisee;
(e) You provide Janitorial Service to an Account in a capacity other than that of an OpenWorks franchisee;
(f) You abandon or fail to provide service to an Account as scheduled or the Account notifies OpenWorks that it is dissatisfied on any two days within a period of 60 consecutive days;
(g) You cancel or fail to keep appointments with OpenWorks or an Account for quality control inspections on any two occasions within a period of 60 consecutive days;
(h) OpenWorks receives an oral or written request from an Account that its Maintenance Agreement be terminated due to your or your employees' conduct or your failure to perform Janitorial Services to its satisfaction;

(i) If you or your Designated Manager are not Fluent in English;
(j) You fail to maintain an adequate staff of employees sufficient to provide service to an Account, which failure may include without limitation the use of independent contractor workers or any subcontracting of the services; or
(k) You no longer wish to service an Account.

You waive any claim or right to payment for services performed for such Account, and agree to Transfer such Account, after OpenWorks terminates your services to the Account under this Section. You agree that you will not be entitled to any payment upon OpenWorks' assignment of the Account to another franchisee, or to any refund or reduction of fees paid or promised to OpenWorks by reason of the termination of your service to any Account under this Section. You agree to successfully assist OpenWorks' managers in the transition or termination of an Account. OpenWorks may also terminate your franchise, including all Accounts, for events in subsections (a) through (i) inclusive of this Section (see Section 10.2).

7.2.6 **Inspections**. To protect the reputation of the OpenWorks' name and the Marks, OpenWorks may conduct periodic quality control inspections of your Janitorial Service operation during normal business hours to ensure that you meet the Accounts' requirements and OpenWorks' brand standards. You must attend each of these inspections with OpenWorks or pay OpenWorks a cancellation charge of $50. OpenWorks will give you advance notice of the inspections. If there are repeated cancellations or absenteeism, OpenWorks has the right to terminate your services to an Account and/or terminate your Agreement. OpenWorks may also make quality control inspections without prior notice for which you will not have to attend. Alternatively, OpenWorks may require you to conduct such inspections, and promptly provide OpenWorks with written reports of such inspections in a format that has sufficient detail for OpenWorks to confirm that Account requirements are being met and that OpenWorks' brand standards are being followed. You must promptly correct any deficiencies in your operation, which you discover or which are brought to your attention by OpenWorks. If you do not take immediate, effective steps to bring your operation up to OpenWorks' standards, your failure to do so will constitute a breach of this Agreement. If a deficiency is discovered at any time, during an inspection or following a complaint, OpenWorks has the right to correct the deficiency and charge you $50 for doing so.

7.2.7 **Notification of Complaints**. You will notify OpenWorks promptly if you are served with a complaint in any legal proceeding that is in any way related to the Janitorial Service or if you become aware that you are the subject of any complaint to or investigation by a governmental licensing authority or consumer protection agency.

7.2.8 **Employees**. You will maintain a staff of available and trained employees sufficient to operate the Janitorial Service in compliance with OpenWorks' standards. You are an Independent Contractor and OpenWorks. Therefore, as it relates to your employees OpenWorks does not share in or co-determine with you employee selection, supervision, promotion, working conditions, termination, hours worked, or any other benefits or disciplinary actions. Accordingly, you must control your employment policies, including employee selection and hiring, scheduling, work assigned, hours worked, pay rates, promotion, discipline, complaints, grievances, benefits, or termination of your employees, except that you must adhere to our System standards in your Janitorial Business. For clarity, You may not subcontract any of the

services you provide to customer Accounts and You may not use independent contractor workers.

7.2.9 **Uniforms and Professional Attire**. Your staff of employees must wear a uniform when the employees are on an Account's premises. The uniform must meet the standards set forth in the Manual. You or your Designated Manager must be in professional attire or in business casual attire with an OpenWorks polo shirt with the OpenWorks logo when on the Account's premises during normal business hours. If you are performing the Janitorial Services after normal business hours, then you may choose to be in a uniform, professional business attire or business casual attire with an OpenWorks logo shirt when performing those services.

7.2.10 **Best Efforts**. Your Designated Manager must use your best efforts and devote all of his or her productive time and effort to the management and operation of your franchise business on a full-time basis. You and your Designated Manager must promote the OpenWorks brand in all your actions.

7.2.11 **Designated Manager**. You agree that a specific individual will be the Designated Manager. The Designated Manager must use his or her best efforts and personally be responsible for management of the Janitorial Service business on a day-to-day basis, and you must carefully monitor and be responsible for the performance of any Designated Manager. The appointment or change of a Designated Manager is subject to the Designated Manager's satisfactory completion of training, compliance with the provisions of this Agreement and OpenWorks brand standards and being Fluent in English in order to adequately communicate with Accounts and meet Account requirements. You designate the person listed in Section 1 as the Designated Manager and you must provide OpenWorks notice in writing of the designation of such person. OpenWorks has the right to rely upon instructions from the Designated Manager on matters relating to the franchise until OpenWorks receives a written notification from you changing the Designated Manager. You shall notify OpenWorks in writing of any proposed change in a Designated Manager before the change occurs. OpenWorks has the right to demand that you promptly remove a Designated Manager if the Designated Manager violates any provision of this Agreement or any other agreement with OpenWorks, including but not limited to, the training requirements and the provisions in Section 7.2.5 that addresses, among other actions, failure to adequately provide janitorial service, comply with OpenWorks' standards and to be Fluent in English. Upon termination of employment of a Designated Manager, you are required to appoint a successor within 10 days and one of your principals must take on the role of Designated Manager until the successor Designated Manager is qualified to take over.

7.2.12 **English Language**. At least one of your principals and your Designated Manager must be able to read, speak and write clearly and with proficiency ("**Fluent in English**") in order to adequately communicate with Accounts, meet Account requirements. OpenWorks, in its sole discretion, shall determine if you and/or your Designated Manager are Fluent in English.

7.2.13 **Social Media Policy**. We have the right to control all use of URL's, domain names, websites, addresses, metatags, links, email addresses and other means of electronic identification or origin ("e-names") related to the Janitorial Business and System. We also have the right to monitor and limit any of your use (as related to the Janitorial Business) that

is on the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e- names, email, websites, home pages, social media, bulletin boards, chat rooms, email, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software (collectively, "e-commerce") in order to ensure that the your use of our Marks and the Janitorial Business is accordance with our System standards and policies. Without our prior written consent, you will observe OpenWorks' policy on and will not register a domain name, create, maintain or establish an internet website or electronic mail address, blog, bulletin board, chat room, barter exchange, home page, marketplace, ~~Facebook~~social media page~~, MySpace, Twitter YouTube, LinkedIn~~, account or any other electronic media form (collectively, "website") advertising the Janitorial Business, or using our Marks, or any similar mark, in a website, in a web address, in a uniform resource locator or in any manner on the internet such as meta-tags, key words, linking or framing. You agree that we own all right, title and interest in and to, any and all websites and e-names we use or permit you to use in connection with the System or which bear our Marks or any similar marks. You agree to provide OpenWorks with the current passwords to any social media account that you use to promote the Janitorial Services within five days after opening the account, upon any changes, as part of any Transfer, upon termination and otherwise promptly upon our request. You grant OpenWorks the right to access any social media accounts to take corrective action if such advertising and postings are in violation of OpenWorks' advertising policy, are misleading or misuse our Marks, and to operate such accounts after termination of this Agreement. You agree that OpenWorks also owns all rights in any data collected via e-commerce related to the System, including any customer data, click-stream data, cookies, user data and hits and that such information is also included in our Confidential Information. You acknowledge that you may not mention or discuss the Janitorial Service, OpenWorks or the System on any medium whatsoever without OpenWorks' prior written consent. Any and all photographs and other media approved by us that you have posted to any social media platform must comply with all applicable laws, including federal and state laws governing copyright. OpenWorks may take photographs of its events in order to promote the event and the System. You consent to OpenWorks' use of any photograph that contains an image of you that OpenWorks takes at an event such as training, conferences, seminars, events or at and of the OpenWorks offices. You agree and acknowledge that OpenWorks has the right to review all on-line e-commerce content involving the Marks or the System, and to require you to remove any content or usage, in OpenWorks' sole discretion. You acknowledge that OpenWorks has no control over any third party social medial actions and that OpenWorks has no obligation to take any special action in the event of a social media boycott, media storm or other complaint, each of which will be addressed on a case-by-case basis.

7.3 Insurance. You will be required to comply with the following policies regarding insurance:

- You must purchase and maintain a policy or policies of comprehensive public liability insurance, including employer's liability coverage, product liability coverage, and data privacy coverage, covering all Janitorial Service assets, personnel and activities on an occurrence basis with a combined single limit for bodily injury, death, losses, or property damage of not less than $2,000,000.

- In some instances an Account may request additional insurance, which you will have to additionally purchase.
- You must obtain hired and non-hired auto insurance with a minimum of $1,000,000 liability coverage on all vehicles involved in the OpenWorks business.
- You must carry property insurance in a minimum amount equal to the replacement value of your interest in the Janitorial Service supplies, vehicles and equipment.
- You must maintain workers compensation policies for your employees, in an amount not less than $1,000,000 and not less than the minimum requirements of applicable law.
- You must maintain policies of disability insurance and any other types of insurance required by applicable law.
- You must maintain business interruption insurance in an amount sufficient to pay your obligations to OpenWorks for at least six months, including any financed note payables, royalty fees, advertising fund fees or any other amounts that would have been earned or paid.
- OpenWorks may increase the minimum coverage requirements set forth in this Section 7.3 annually if necessary to reflect inflation or other changes in circumstances.
- Each insurance policy that is required under this Section 7.3 must contain a provision that the policy cannot be canceled without 10 days' written notice to OpenWorks; it must be issued by an insurance company with a rating of A- or better by A.M. Best, designate OpenWorks and its officers and directors as an additional named insured, and be satisfactory to OpenWorks in form, substance and coverage. You must deliver a certificate of the issuing insurance company evidencing each policy to OpenWorks within ten days after the policy is issued or renewed.
- If you choose to purchase workers compensation insurance through OpenWorks, you will be required to provide certain forms by the deadlines stated by OpenWorks. Currently, this obligation is to provide Form 941 Quarterly Tax Return to the insurance carrier or OpenWorks, in our discretion, each quarter within 10 days of filing.
- If you fail to purchase the required general liability insurance or any additional insurance, OpenWorks may enroll you in any insurance program it sponsors or purchase the insurance for your benefit and deduct the premiums and other related costs from your monthly Gross Revenue. Failure to maintain the required amounts and types of insurance set forth in any subsection of this Section 7.3, or any other insurance required by applicable law, may result in a loss of Accounts or termination of your franchise.

7.4 Financial and Legal Responsibility.

7.4.1 **Compliance with Law**. You must comply with all federal, state and local laws and regulations pertaining, directly or indirectly, to the Janitorial Service, including, but not limited to, Occupational Safety and Health Administration regulations. You must keep current all licenses, permits, bonds and deposits made to or required by any government agency in

connection with the operation of the Janitorial Service. You must implement all administrative, physical and technical safeguards necessary to be in accordance with applicable law and best industry practices to protect any information that can be used to identify an individual, including names, addresses, telephone numbers, email addresses, social security numbers, employee identification numbers, signatures, passwords, financial information, credit cards information, vehicle identification numbers, account numbers, biometric or health data, government-issued identification numbers and credit-report information ("Personal Identifiable Information" or "PII"). It is your responsibility to confirm that the safeguards you use to protect Personal Identifiable Information comply with all applicable laws and industry best practices related to the collection, access, use, storage, disposal and disclosure of PII even if OpenWorks provides you with any suggestions or guidance. If you become aware of any suspected or actual breach of security or unauthorized access involving Personal Identifiable Information, you will immediately notify OpenWorks and provide specifics on the Personal Identifiable Information was compromised or disclosed. Upon OpenWorks' reasonable request, you agree to permit OpenWorks, its affiliates, and any third party vendors OpenWorks designates to have independent unlimited access to all information generated by your Technology System. If you have a third-party vendor for your Technology System, you agree to send your vendor a written notice granting OpenWorks unlimited access to your data in the event of an actual or suspected data breach. You specifically agree to comply with any state required employment verification programs and any federal employment verification programs such as E-Verify.

7.4.2 **Payment of Indebtedness**. You must pay promptly when due all taxes and debts that you incur in the conduct of your business.

7.5 Pre-Existing Accounts If you have an existing commercial janitorial or other facility services business prior to entering into this Agreement, the commercial accounts serviced by that business ("**Existing Accounts**") must be identified in Attachment 2 to this Agreement. You must immediately cease soliciting any commercial janitorial or other facilities services business, except as an OpenWorks Franchisee.

7.6 Variances. OpenWorks may from time to time approve exceptions or changes from the uniform standards of the System that OpenWorks, in its sole absolute discretion, believes necessary or desirable under particular circumstances. Franchisee understands that it has no right to object to or automatically obtain such variances, and that any exception or change must be approved in advance by OpenWorks in writing. Franchisee also understands that some franchisees may operate under different forms of agreements due to annual updates and program revisions, and consequently the rights and obligations of such franchisees may differ materially from those of Franchisee.

7.7 Technology System. You must have an email address, computer, smart phone, and internet/data ("Technology System") from which you can run your business and utilize required technology that meets the requirements specified in the Manual, as may be revised from time to time.. You must inform OpenWorks of any changes in the email account address listed in Article 1 before the change occurs.

7.8 Certificate of Tax Compliance. Franchisee must, within ten days of each one year anniversary of the Effective Date of this Agreement, deliver to OpenWorks a certificate

signed by one of Franchisee's officers, certifying, on behalf of Franchisee, that as of the date such certificate is delivered to Franchisee, Franchisee has complied with all laws of the state of its formation or incorporation relating to taxes and reporting of employees.

8. RELATIONSHIP OF PARTIES.

8.1 Interest in Marks and System. You will not at any time do or cause to be done anything contesting or impairing OpenWorks' interest in its Trade Names, Marks or System. You acquire no rights in any of these things except for your right to use them in accordance with the express terms of this Agreement. OpenWorks retains the right to grant other franchises or licenses to use the Trade Names, Marks and System upon any terms that OpenWorks wishes both within and without the Territory.

8.2 Independent Status. The Parties agree and understand that Franchisee will be at all times an independent contractor under this Agreement. You will make this fact clear in your dealings with suppliers, lessors, government agencies, employees, Accounts and others. You will rely on your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. While we have a contractual obligation to you, we do not have a fiduciary duty to you. You may not expressly or impliedly hold yourself or any of your employees out as an employee, partner, shareholder, joint venturer, representative or general agent of OpenWorks, nor may you expressly or impliedly state or suggest that you have the right or power to bind OpenWorks or to incur any liability on its behalf. You will not use the Trade Names as part of your entity's name. We have no right to control your employment policies, including hiring, scheduling, pay rates, discipline or termination of your employees, except that you must adhere to our System standards in your Janitorial Business.

8.3 Display of Disclaimer. Business cards, stationery, purchase order forms, invoices, leases, tax returns and other documents used by you in your business dealings with suppliers, lessors, government agencies, employees and Accounts must clearly identify you as an independent legal entity.

8.4 Indemnification. You agree to indemnify, hold harmless and promptly reimburse OpenWorks and its Affiliates, and their directors, officers, employees and agents, harmless from and against all expenses, costs, claims, actions, proceedings, damages, liabilities and other losses (including, without limitation, attorneys' and accountants' costs and fees) of any kind arising from or in any way connected to any of your or your Affiliates' activities or your or your Affiliates' operation of the Janitorial Service. If OpenWorks or any other indemnified party is made a party to a legal proceeding in connection with an action of yours or your Affiliates, OpenWorks or the other indemnified party may hire counsel to protect its interests and you must promptly pay all costs and expenses they incur.

8.5 Confidential Information.

8.5.1 **Ownership**. You acknowledge that OpenWorks is the sole owner of all the Confidential Information; that the Confidential Information is being imparted to you in trust and confidence; and that the Confidential Information is not generally known to the trade or public and is not known to you except by reason of such disclosure. You further acknowledge

that you will acquire no interest in the Confidential Information other than the right to utilize it in connection with the performance of your obligations hereunder and the operations of the Janitorial Service. In addition, you acknowledge that the use, duplication or disclosure of the Confidential Information except as expressly permitted by this Agreement will constitute an unfair method of competition and that OpenWorks will suffer irreparable injury thereby.

8.5.2 **Work Product**. You agree that all documents, papers, notes and other material and work product containing or derived from the Confidential Information or connected with your conduct of the Janitorial Service business shall be Confidential Information. You agree that you will have no proprietary interest in any work product developed or used by you and related to this Agreement. You agree, from time to time, as may be requested by OpenWorks, to do all things that may be necessary to establish or document OpenWorks' ownership of any such work product, including without limitation execution of assignments.

8.5.3 **Confidentiality**. All of the Confidential Information and all other information and knowledge about the System, which is not in the public domain, and such other information and material as OpenWorks may designate as confidential shall be deemed Confidential Information for purposes of this Agreement. You acknowledge that the Confidential Information is disclosed to you solely on the condition that you agree, and you hereby do agree, that you: (a) will use the Confidential Information in strict accordance with the instructions and directions given by OpenWorks from time to time; (b) will not use the Confidential Information, directly or indirectly, in any other business or capacity; (c) will not, at any time, in any manner or form, directly or indirectly, disclose, duplicate, license, sell, reveal, divulge, publish or communicate the Confidential Information, or any portion thereof, to any person or entity other than your authorized employees or consultants who need to have such information in connection with their jobs; (d) will not copy any materials containing the Confidential Information, including without limitation the System manuals, without OpenWorks' prior written consent; (e) will observe and implement all reasonable procedures imposed from time to time by OpenWorks to prevent the unauthorized use and disclosure of the Confidential Information; (f) will keep all System manuals and other written materials containing any portion of the Confidential Information in a secure manner and place; and (g) if you are legally compelled to disclose any of the Confidential Information, will do so only if you have used your best efforts to afford OpenWorks the opportunity of obtaining appropriate protective orders or other assurances of confidentiality satisfactory to OpenWorks. These restrictions are imposed for the term of this Agreement, and after this Agreement is terminated (or expires), the entire length of time that any Confidential Information is a trade secret and otherwise, the longest of either four years or as long as may be required by applicable law.

8.5.4 **Return of Confidential Material**. Upon the termination, expiration or cessation and non-renewal of this Agreement for any reason, you must immediately (but in any event within five days of such termination, cessation or expiration) return to OpenWorks all copies of any materials containing the Confidential Information (whether in original or duplicate form) and all property and equipment belonging to OpenWorks, in your or your Affiliates' possession, custody or control, including any of such items produced or prepared by you. To the maximum extent permitted by the law, OpenWorks reserves the right to deduct the cost of

unreturned or damaged property, equipment or information from amounts otherwise due to you or your Affiliates.

8.6 Noncompetition.

8.6.1 **Covenant**. You recognize that: (a) the commercial janitorial and other facility services business is very competitive; (b) the System is operated in multiple states and is intended to expand into other geographical areas; (c) by virtue of the performance of this Agreement, you will have access to the Confidential Information and will have close contacts with OpenWorks' Accounts for the purpose of maintaining and further developing the business and goodwill of the System; (d) you will have the attendant ability to divert customer trade; and (e) OpenWorks has strong legitimate interests in obtaining the covenant in this Section 8.6 for the protection of the goodwill of the System. You therefore agree that, without the express prior written consent of OpenWorks, which OpenWorks may withhold in its sole and absolute discretion, you will not, during the Time Period (as defined below), directly or indirectly, whether personally or as an agent, employee, partner, representative, affiliate or in any other capacity on behalf of any person or entity, engage in, render services to, or provide financing to, or have any interest in, in any manner whatsoever, any Competitive Business (as defined below) located or conducting business within the Area (as defined below). In addition, You will not during the term of this Agreement or for a period of 180 days after the termination or expiration of this Agreement, refer or promote to any former or current customer the operation of any other business within the Area (as defined below), nor will You promote the operation of any Competitive Business (as defined below) in the Area (as defined below) during the Time Period (as defined below) or for a period of 180 days after the termination or expiration of the Agreement.

8.6.2 **Time Period**. For the purposes of this Agreement, the term "**Time Period**" shall mean for the period of time that this Agreement is in effect.

8.6.3 **Competitive Business**. For the purposes of this Agreement, the term "**Competitive Business**" shall mean any business providing janitorial services to commercial customers, or any other services that you are or were providing as part of your Janitorial Service business. Competitive Business shall not include Pre-Existing Accounts, provided any such Pre-Existing Accounts are listed on Attachment 2.

8.6.4 **Area**. For the purposes of this Agreement, the term "**Area**" shall mean (a) the geographical area in which you provide or provided services to Accounts, and (b) a radius of 75 miles from the regional office through which you conduct or conducted your Janitorial Service business, and (c) a radius of 75 miles from any other regional office operated by OpenWorks or any of its master franchisees in the state where you conduct or conducted your Janitorial Service business, and (d) a radius of 75 miles from any other regional office operated by OpenWorks or any of its master franchisees in any other state.

8.7 Non-Solicitation of Customers. You agree that while this Agreement is in effect, all solicitations you make relating to janitorial and other facility services will be made on behalf of your Janitorial Service business. You agree that after the expiration and non-renewal or the termination of this Agreement for any reason, you will not solicit as a customer for commercial

janitorial or other facility services: (a) any Account you serviced as a franchisee of OpenWorks, or (b) any other Account of OpenWorks or any of its master franchisees serviced by others during the period this Agreement was in effect, or (c) any prospective customers to whom OpenWorks or any of its master franchisees had proposals or bids outstanding at the time this Agreement ended.

8.8 Modification. The covenants set forth in Sections 8.1 through 8.7 inclusive of this Agreement shall each be construed as independent of any other covenant or provision of any other agreement. OpenWorks may reduce the scope of the obligations under the covenants of Sections 8.1 through 8.7 inclusive of this Agreement unilaterally and without the consent of any other person or entity, effective upon giving notice to you.

8.9 Lack of Prior Conflict. You represent and acknowledge that any person who owns any interest in your business nor your Designated Manager is bound by any post-employment covenant with a third-party that would restrict the fulfillment of your obligations or duties under this Agreement. To the extent any such person is bound by any such post-employment covenants, you represent and warrant that you have provided OpenWorks with a copy of the applicable written covenant.

8.10 Notification. During the Time Period, you shall notify any new employer or business associate, prior to entering into the employment or business relationship, of the existence of this Agreement and will provide such new employer or business associate with a copy of this Agreement. You further agree and authorize OpenWorks to notify others, including customers of OpenWorks and your future employers or business associates of your obligations under this Agreement.

8.11 Tolling of Time Periods. The running of the Time Period or any period of time specified in Section 8.6.1 or Section 8.6.2 of this Agreement will be tolled and suspended for any period of time in which you are found by a court of competent jurisdiction to have been in violation of any restrictive covenant contained therein. You further agree that the existence of any claim you may have against OpenWorks, whether or not arising from this Agreement, shall not constitute a defense to OpenWorks' enforcement of the covenants contained in this Agreement.

8.12 Non-Disclosure and Non-Competition Agreements. You must obtain written non- disclosure and non-competition agreements, in the form of Attachment 4 to this Agreement, signed by each of the individuals who owns 5% or more of your business, and by the officers, directors, managers and other employees or consultants, including, but not limited to, your Designated Manager, who have or are likely to have access to the Confidential Information, and promptly send OpenWorks a copy of each such agreement.

9. TRANSFER.

9.1 Purpose of Conditions for Approval of Transfer. OpenWorks' grant of this franchise to operate a Janitorial Service is made in reliance upon your integrity, ability, experience and financial resources and OpenWorks' investigation thereof. You may not make a Transfer (as defined in Section 3.21 of this Agreement) unless you have first obtained

OpenWorks' written consent, which will not be unreasonably withheld if you comply with this Article 9. In order to ensure that no Transfer jeopardizes the Trade Names, the Marks, or OpenWorks' interest in the successful operation of the Janitorial Service, OpenWorks will consent to a Transfer only if you comply with all of the applicable provisions of this Article 9. You must obtain our commercially reasonable consent to any broker or transfer agent that you wish to use. You must not use any of the Marks in any listing for sale or transfer without our prior written approval. You must obtain our prior written approval of any advertising for any Transfer.

9.2 Notice of Proposed Transfer. If you wish to make a Transfer, you must submit to OpenWorks (a) the form of franchise purchase application currently in use by OpenWorks completed by the prospective transferee; and (b) a written notice, setting forth all the terms and conditions of the proposed Transfer.

9.3 Consent by OpenWorks. OpenWorks must respond to your written notice within 30 days after receipt of the notice, or, if it requests additional information, within the later date of 30 days after receipt of the additional information or the final day of the original 30-day period. OpenWorks may either consent to the Transfer or state its reason for refusing to consent. Silence will not be construed as consent. If OpenWorks consents to the Transfer, then you may Transfer the interest described in the notice only to the named transferee and only upon the terms and conditions set forth in the notice and OpenWorks' consent. Consent by OpenWorks to a particular Transfer will not constitute consent to any other or subsequent Transfer. You acknowledge that OpenWorks' consent to the Transfer is not a representation to you that any transferred Account will continue as an OpenWorks Account or that the Account will use your services. OpenWorks has no obligation to you to disclose any concerns, complaints or Maintenance Agreement negotiations it had in the past or might have in the future with respect to any transferred Account. You understand that there is no assurance that any Account will renew or extend its Maintenance Agreement with OpenWorks.

9.4 Conditions for Consent to Transfer. Unless a waiver in Section 9.5 applies to some or all of the conditions set forth below in this Section 9.4, every Transfer is subject to all of the following requirements:

(a) Transferee must be a legal entity;

(b) OpenWorks' satisfaction that the proposed transferee meets all of the criteria of character, business experience, financial resources and other standards that OpenWorks customarily applies to new franchisees at the time of Transfer; and if the Transfer is to an existing OpenWorks franchisee, the franchisee must be in Good Standing and fully capable, in OpenWorks' sole reasonable judgment, of servicing the additional business;

(c) ~~Payment~~You must arrange for the transferee to accept full responsibility to pay any outstanding and unpaid promissory notes that you have executed with OpenWorks through a full assignment from you to the transferee at the closing of the Transfer as well as responsibility for the payment on your behalf of any other your outstanding debts to OpenWorks at the same time or you must pay of all your outstanding debts to OpenWorks upon the Transfer;

(d) Cure of all defaults under the Franchise Agreement, any other agreement between OpenWorks and you, and the Manual;

(e) Signing by the transferee of the then-current form of franchise agreement, which may contain terms substantially different from those in this Agreement, but in any event amended to waive payment of an initial fee by the proposed transferee; to shorten the term to the remainder of your current term; to provide that no supplies will be provided by OpenWorks; to state that no training is provided unless the $250 training fee is paid; to identify whether OpenWorks has fulfilled its obligations on the initial Account Volume or to state the remaining initial Account Volume that OpenWorks is obligated to provide; to state the number and dollar amount, as applicable, of refusals for initial Account Volume previously made by You, and to clarify any remaining obligations of OpenWorks;

(f) Providing OpenWorks with (i) the names and residential addresses of the owners and the officers or managers of any entity to whom a Transfer is being proposed, and their relative percentages of ownership; and (ii) the address where the entity will keep its business records;

(g) Payment of the Transfer fee of $2,500, or if only one or more (but not substantially all) of your Accounts are being transferred, a Transfer fee of $1,000 for each transferred Account;

(h) Completion by the transferee's owners and Designated Manager of OpenWorks' initial training program to its satisfaction, and payment of the $250 training fee to OpenWorks;

(i) Signing of a Non-Disclosure and Non-Competition Agreement substantially in the form of Attachment 4 to this Agreement by each entity to whom a Transfer is made and each of transferee's 5% owners, officers, directors, managers and other employees and consultants, including, but not limited to, transferee's Designated Manager, that have or may have access to Confidential Information;

(j) Signing of a Personal Guaranty substantially in the form of Attachment 3 to this Agreement by each 5% owner of the entity to whom a Transfer is made (and by each such owner's spouse in a community property state);

(k) Signing of a general release of claims by you in favor of OpenWorks;

(l) Offering OpenWorks a first right of refusal to acquire the assets and/or interests that are subject to the Transfer, as provided in Section 9.6 of this Agreement; and

(m) Requesting that OpenWorks provide the proposed transferee with the current form of franchise disclosure document at least fourteen calendar days before the closing.

OpenWorks may disclose to any proposed transferee any revenue reports or other financial information on your specific Janitorial Service business that OpenWorks has or that you provided to OpenWorks, subject to federal and state franchise laws. You agree to indemnify OpenWorks for any representations made to any proposed transferee. In no event will OpenWorks' consent to a Transfer of any of your interest or any of your assets constitute a waiver of claims OpenWorks may have against you or the individual transferring party, nor shall it be deemed a waiver of OpenWorks' right to demand exact compliance with any terms of this Agreement by the transferee.

9.5 Waivers of Some Conditions Upon Certain Types of Transfers.

9.5.1 **Accounts**. In the event of a Transfer of one or more (but not substantially all) of your Accounts, OpenWorks waives the requirements of parts (e), (f), (h), (i) and (j) of Section 9.4.

9.5.2 **Incorporation**. In the event of a Transfer to a transferee where the beneficial ownership of the transferee immediately following the assignment is the same and in the same proportions as the beneficial ownership of Franchisee immediately before the assignment, then provided that the original party remains fully obligated under this Agreement, OpenWorks waives all of the requirements of parts (b), (c), (e), (h), (i) and (l) of Section 9.4. In lieu of part (g), the Transfer fee is $1,000. The legal entity to which the Janitorial Service or franchise rights were transferred may not participate in any Competitive Business.

9.5.3 **Transfer of Partial Interest Between Co-Owners**. In the event of a Transfer of a partial ownership interest in Franchisee to an existing co-owner, OpenWorks waives all of the requirements of parts (b), (c), (e), (h), (i), (j) and (l) of Section 9.4. In lieu of part (g), the Transfer fee is $1,000.

9.5.4 **Intentionally omitted**.

9.5.5 **Transfer of Minority Interest to a Third Party**. **Intentionally omitted**.

9.5.6 **Employee Stock Options**. In the event of a Transfer to any of your employees under any employee stock option plan or stock purchase plan, then provided that the cumulative total amount of such actual and optional ownership interests does not exceed 33% of the current or the possible future ownership interests in your corporation, and that any share certificate distributed under such a plan is marked with a legend describing the restrictions and conditions of Transfer required by this Agreement, OpenWorks waives all of the requirements of parts (b), (c), (e), (f), (g), (h), (i), (j) and (l) of Section 9.4.

9.5.7 **Death or Substantial Disability**. If you die, or become substantially and permanently disabled (whether physically or mentally as reasonably determined by an independent, qualified third-party) while this Agreement is in effect and prior to the Required Transfer, your heirs or representative will have 60 days within which to demonstrate to OpenWorks' satisfaction that they meet all of the criteria of character, business experience, financial responsibility, net worth and other standards that OpenWorks requires of new franchisees at that time. If OpenWorks approves your heirs or representative as transferees, OpenWorks will waive the requirement of part (g) of Section 9.4. If OpenWorks advises your heirs or representative in writing that it will not approve them as transferees of the franchise, or if OpenWorks fails to approve or disapprove the Transfer within 60 days following your death or disability, your heirs or representative will have 120 additional days from the date of disapproval of the Transfer within which to find and notify OpenWorks of a proposed Transfer to a qualified transferee in conformity with the provisions of Sections 9.2, 9.3, 9.4 and 9.5 of this Agreement. If your heirs or representative do not advise OpenWorks of a qualified transferee within the specified period, the franchise will automatically terminate at the end of the period unless a written extension of time has been granted by OpenWorks.

9.6 OpenWorks' Right of First Refusal. Except as otherwise provided in Section 9.5 above, if you wish to make a Transfer, you must first give OpenWorks written notice of all the terms of the proposed Transfer, which must be a bona fide offer from a bona fide source, and all available information about the proposed transferee, together with copies of all documentation including any written offer. Within 15 days after receipt of the notice and documentation, OpenWorks may, at its option, elect to become (or have its nominee become) the transferee. The exercise of the option shall be upon the terms specified in the notice and documents, subject to a set off for all amounts you and your Affiliates owe to OpenWorks. If OpenWorks declines to exercise its option within the time specified, you may thereafter make the Transfer to an approved transferee (but not on more favorable terms that those offered to OpenWorks) provided that all of the requirements of Section 9.4 (subject to the waivers provided for in Section 9.5) are satisfied. If the Transfer is not made within six months from the date of the notice to OpenWorks, then you must give OpenWorks another notice and option as provided in this Section 9.6 before you make any Transfer.

9.7 Assignment by OpenWorks. OpenWorks may assign this Agreement or any rights or obligations created by it, in whole or in part, at any time to any third-party, including without limitation, to any of your competitors or an OpenWorks master franchisee who will have exclusive rights to administer the OpenWorks Cleaning Systems regional office for your franchised business. Such an assignment may be made without your consent upon condition that the assignee expressly agrees in writing to assume OpenWorks' obligations under this Agreement.

9.8 Legend. Any certificates representing shares or interests in Franchisee, whether already or hereafter issued by Franchisee, shall, from and after the date hereof, bear a legend sufficient under applicable law to constitute notice of the restrictions on such shares or interest contained in this Agreement and to allow such restrictions to be enforceable. Such legend shall appear in substantially the following form:

> "The sale, transfer, pledge or hypothecation of [this stock/these interests/these units] is restricted pursuant to Article 9 of a Franchise Agreement dated__, between OpenWorks and the issuer of these securities."

10. TERMINATION OF FRANCHISE.

10.1 Termination by Consent of the Parties. This Agreement may be terminated at any time upon the mutual written consent of the parties.

10.2 Termination by OpenWorks. In addition to OpenWorks' rights to terminate this Agreement as provided elsewhere in this Agreement, OpenWorks may terminate this Agreement as provided in this Section 10.2.

10.2.1 **Acts of Default**. Upon the single occurrence of **any** one of the following defaults by you or your Affiliates, all of which are defaults, and after notice and an opportunity to cure (as provided in Section 10.2.2), if any, OpenWorks, at its option, may terminate this Agreement:

(a) Subject to Section 7.5 regarding Pre-Existing Accounts, if you or any of your owners or Affiliates has any direct or indirect interest in the ownership or operation of any business that provides commercial janitorial or other facility services to customers;

(b) If you or your Affiliates fail to submit to OpenWorks in a timely manner any information you are required to submit under this Agreement;

(c) If you or your Affiliates fail to begin operation of a Janitorial Service by the date required in this Agreement, or if you fail to operate a Janitorial Service in accordance with this Agreement and the Manual;

(d) If you or your Affiliates act without prior written approval or consent of OpenWorks in regard to a matter for which its prior written approval or consent is expressly required by this Agreement;

(e) If you or your Affiliates default in the performance of any obligation under this Agreement or any other agreement with OpenWorks;

(f) If you or your Affiliates are not actively engaged in providing the Janitorial Service, unless: (i) operations are suspended for a period of no more than three months ~~and you have paid the Minimum Account Service Fee due under Section 6.14,~~ or (ii) the suspension was caused by fire, condemnation, or act of God;

(g) If you or your Affiliates misuse the Trade Names, Marks or the System or engage in conduct which reflects unfavorably upon the goodwill associated with them, including without limitation inappropriate or obscene conduct toward a customer or an OpenWorks' employee, or if you use any names, marks, systems, logotypes or symbols that OpenWorks has not authorized you to use in connection with your Janitorial Service;

(h) If you or your Affiliates have made any misrepresentation in connection with the assignment of an Account, or to induce OpenWorks to enter into this Agreement;

(i) If you or your Affiliates fail to permanently correct a breach of this Agreement or to meet the standards set out in the Manual after being twice requested in writing by OpenWorks to correct the problem in any 12 month period;

(j) If OpenWorks makes a reasonable determination that the operation of the Janitorial Service poses a threat to public health or safety;

(k) If you or your Affiliates fail to make any payment when due under this Agreement or any other agreement between you and OpenWorks or an Affiliate of OpenWorks;

(l) Except as otherwise required by the United States Bankruptcy Code, if you become insolvent, are adjudicated as bankrupt, or file or have filed against you a petition in bankruptcy, reorganization or similar proceeding;

(m) If you or your Affiliates attempt to assign your rights under this Agreement in any manner not authorized by this Agreement;

(n) If you or your Affiliates are convicted of a felony or any criminal misconduct or offense (even if not a crime) that is reasonably likely, in the sole opinion of OpenWorks, to have an adverse effect to the System, the Trade names or the Marks, or the goodwill associated with any of the foregoing;

(o) If you or your Affiliates commit any of the defaults described above and have twice previously, within a 12-month period, been given notice by OpenWorks of any default, whether or not the prior defaults were cured;

(p) If you or your Affiliates have taken such action that would permit OpenWorks to terminate your right to service an Account under paragraphs (a) through (i) inclusive of Section 7.2.5. of this Agreement;

(q) If you fail to maintain policies of workers compensation insurance required in Section 7.3, disability insurance or any other types of insurance required by law;

(r) If you or your Affiliates willfully make or have made any false statement or report to OpenWorks or its Affiliates in connection with this Agreement, any other agreement between you and OpenWorks or its Affiliates, or any applications presented to OpenWorks or its Affiliates that has a material adverse effect on OpenWorks, its Affiliates or the System: or

(s) If you notify OpenWorks in writing that you will cease operating the Janitorial Service at a future date or take such action that OpenWorks reasonably concludes that you will cease operating the Janitorial Service at a future date.

If OpenWorks has given you formal notice of a default or termination, then OpenWorks has the right to suspend OpenWorks' performance of any of OpenWorks' obligations under this Agreement, in addition to other remedies, during the time in which you are curing the default or in the event that the default is not cured. OpenWorks' right to suspend our obligations to you includes but is not limited to, the right to suspend sales of any products, to stop providing any services to you and to not provide access to OpenWorks confidential materials.

10.2.2 **Notice of Default**. Termination will be effective automatically 30 days after written notice of default is given to you, specifying any of the defaults described in subsections (b) through (j) inclusive of Section 10.2.1, if the default has not been cured within the 30-day period. The description of any default in any notice OpenWorks transmits to Franchisee will in no way preclude OpenWorks from specifying additional or supplemental defaults under this Agreement or any related agreements in any action or proceeding relating to this Agreement or termination of this Agreement. For a monetary default described in subsection (k), termination will be effective automatically five days after written notice specifying amounts due to OpenWorks is given to you, if the default is not cured within the 5-day period. Termination will be effective immediately upon written notice to you if any of the defaults described above in subsections (a) or (l) through (r) inclusive occurs.

10.3 Termination by You. You may terminate this Agreement upon 90 days' written notice to OpenWorks if the conditions of Section 10.4 of this Agreement are met in full within the specified time periods.

10.4 Rights and Obligations After Termination. Upon the Termination of this Agreement by either party for any reason, all of your Accounts shall automatically revert to OpenWorks and the parties will have the following rights and obligations:

(a) OpenWorks will have no further obligations under this Agreement except to settle up with you with respect to payments due and owed prior to the Termination under Section 5.4 and Article 6 of this Agreement;

(b) You must pay OpenWorks, within 30 days after Termination, all payments due to OpenWorks;

(c) You must immediately and permanently cease the use of the Trade Names and Marks or any confusingly similar names or marks, the System, and advertising, signs, stationery and forms that bear identifying marks or colors that might give others the impression that you are associated with the System;

(d) You must immediately deliver to OpenWorks the Manual, all Accounts' keys, security codes and cards, and any other proprietary material belonging to OpenWorks or any Account which is in your possession or the possession of your employees and otherwise comply with Section 8.5.4;

(e) You must immediately provide OpenWorks with a list of all Accounts and customers and facilities you or your Affiliates are servicing or had serviced at any date during the 12 months preceding the date of Termination;

(f) You must assign to OpenWorks or its designee any Accounts obtained by you that do not have an existing Maintenance Agreement with OpenWorks;

(g) You will take such action as may be required by OpenWorks to transfer and assign to OpenWorks or its designee or to disconnect and forward all telephone numbers, white and yellow page telephone references and advertisements, and all trade and similar name registrations and business licenses, and to cancel any interest that Franchisee may have in the same;

(h) You must, without any consideration, cancel or assign to OpenWorks all right, title and interest in any Internet and web site home pages, domain name listings, and registration that contain the Trade Names or Marks, or any of them, in whole or in part, and shall notify the applicable domain name registrars and all listing agencies, upon the termination or expiration hereof, of the termination of your right to use any domain name, web page and other Internet device associated with OpenWorks, and authorize and instruct their cancellation or transfer to OpenWorks, as directed by OpenWorks; and

(i) You must not refer or promote to any former or current customer the operation of any other business, nor will You promote the operation of any Competitive Business in the Area for a period of 180 days after the termination or nonrenewal of this Agreement.

If the franchise granted in this Agreement is terminated because of your default, the rights of OpenWorks described above will not necessarily be its exclusive remedies, but will instead supplement any other equitable or legal remedies available to OpenWorks. If this Agreement is terminated because of your default, nothing in this Section will be construed to deprive OpenWorks of the right to recover damages as compensation for lost profits. Termination of this Agreement will not extinguish any obligation of either party that has accrued prior to Termination. All obligations of the parties, which by their terms or by reasonable implication are to be performed in whole or in part after Termination, will survive Termination.

11. MISCELLANEOUS PROVISIONS.

11.1 Construction of Contract. Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any Section of this Agreement. Each word in this Agreement will be deemed to include any number or gender that

the context requires. If there is any conflict between this Agreement and the Manual, this Agreement will control.

11.2 Governing Law. Except for matters relating solely to Sections 8.4, 8.6, 8.7 and 8.8 and Attachment 4 of this Agreement, which are governed by the laws of the state in which the Territory is located and except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1051 et seq), this Agreement and all matters relating to it, must and will be governed by and interpreted by the laws of the State of Arizona; *provided, however*, that if any of the provisions of this Agreement would not be enforceable under the laws of Arizona, then such provisions must and will be governed by the laws of the state in which the Territory is located; *and provided further* that the Franchise Disclosure Document delivered to you contains a State Law Addendum, which is hereby incorporated into this Agreement, referencing and summarizing certain existing local laws of other jurisdictions, and the application of Arizona law will not abrogate or reduce any of your rights provided for under such existing local laws which by their terms apply and supersede Arizona law (unless local law conflicts with federal law and is preempted).

11.3 Notices. Each party to this Agreement shall direct any notice to the other party to the address in Article 1 of this Agreement, or at another address if advised in writing that the address has been changed. Notice may be delivered by facsimile (with simultaneous posting of a copy by first class mail), commercial courier, or first class mail. Notice may also be given by an email containing a PDF of a document to franchisee's last known email address. Notice by facsimile will be deemed delivered upon transmission; by courier, upon delivery; and by first class mail, three days after posting. Notice by email will be deemed delivered the day after it is sent by email provided that it is sent during regular business hours and an undeliverable email address notice is not received within 12 hours. If an undeliverable email address notice is received, then notice will be provided by another means stated in this Section.

11.4 Amendments. This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5 Waiver. Waiver of any breach of this Agreement will not be interpreted as a waiver of any subsequent breach.

11.6 Integration. This Agreement, any exhibits or attachments to it, and the Franchise Disclosure Document that has been provided to you, constitute the entire agreement between the parties concerning the franchise granted under this Agreement, and supersede all prior and contemporaneous agreements and representations concerning the subject matter hereof; provided, however, that nothing herein is intended to disclaim the representations made in the Franchise Disclosure Document furnished to you.

11.7 Modification. The parties to this Agreement recognize that carrying out the overarching purpose of this Agreement, the creating of an effective, up-to-date, competitive consumer-oriented System under OpenWorks' name and Marks, and enhancing the potential value of that System for both OpenWorks and franchise owners as a group, requires flexibility in establishing and modifying standards for performance and operation under this Agreement, and may involve OpenWorks' development of other business activities not encompassed by the

terms of this Agreement, taking particular account of the fact that business conditions and other circumstances are likely to change during the stated term of this agreement. The parties have addressed the prospect for such developments by the express provisions of this Agreement, including in particular, the provisions hereof defining the nature and scope of this Agreement and your obligation to observe the requirements of OpenWorks' Manual as it may, from time to time, be amended by OpenWorks to address efforts to maintain the long-term viability of OpenWorks' name, trademarks and other intellectual property rights, and/or its overall franchised System, among other things. No provision of this Agreement is to be read as creating a limitation on the right of OpenWorks to take such action except as the provision clearly and expressly establishes such a limitation.

11.8 Arbitration. Any dispute or claim (a "**Claim**") arising out of or in connection with this Agreement (including this arbitration agreement, the validity and scope of which the parties acknowledge and agree will be determined by an arbitrator, not a court), whether by contract, tort or other legal theory, must and will be resolved by arbitration; provided, however, that OpenWorks will not be required to arbitrate any Claim with respect to the ownership or use of its Trade Names or Marks, all of which issues will be submitted to a court within the State of Arizona. The parties expressly consent to personal jurisdiction in the State where OpenWorks' principal place of business is located, currently the State of Arizona and agree that the state and federal court(s) must and will have exclusive jurisdiction over any such issues not subject to arbitration. The arbitration will be held where our principal place of business is located, currently the City of Phoenix, Arizona, governed by the United States Arbitration Act, 9 U.S.C. §§ 1-16, and conducted by one independent arbitrator who is experienced in franchise matters and has no past or present relationship with either party, appointed as set forth in this Section 11.8. This arbitration clause will not deprive either party of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear. The parties agree that arbitration will be conducted on an individual and not a collective or class-wide basis. The arbitrator, and not any federal, state, or local court or agency, will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable, except the arbitrator will have no right to make any determination relating to the requirement that Claims be decided on an individual basis. The parties each waive any rights they may have to demand trial by jury or to seek punitive damages from the other party or its Affiliates. The arbitrator will have no power to (i) stay the effectiveness of any pending Termination of this Agreement; (ii) assess punitive damages; or (iii) make any award that modifies or suspends any lawful provision of this Agreement. All expenses of arbitration must be paid by the party against whom the arbitrator renders a decision. The award made by the arbitrator must and will be final, binding and conclusive on all parties to the arbitration for all purposes. Judgment upon any award and/or enforcing any order of the arbitrator may be entered by any court of competent jurisdiction. The Parties agree to the rules, practices and procedures under the Commercial Arbitration Rules from the American Arbitration Association to the extent any arbitration procedure or rule is not inconsistent with this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any court or arbitrator determines that all or any party of this Section 11.8 is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 11.8, then

the parties agree that this arbitration clause will not apply to that dispute and that such dispute must and will be resolved in a judicial proceeding.

11.8.1 **Initiation of Arbitration**. In order to initiate an arbitration hereunder, the party wishing to make a Claim (the "**Initiator**") must give a written notice of demand for arbitration hereunder (the "**Initial Notice**") to the other party (the "**Respondent**").

11.8.2 **Initial Notice**. To be valid, the Initial Notice must include the following: (i) a statement of the Claim; (ii) a proposed resolution ("**Initial Resolution**") of the Claim; (iii) the address and phone and facsimile numbers of the Initiator; (iv) the date of the Initial Notice; and (v) the signature of the Initiator. The Initial Notice may include other matters as shall be deemed appropriate by the Initiator, but it may not contain any conditions to the effectiveness of the Initial Notice nor any other matter which affects the validity of the Initial Notice.

11.8.3 **The Response**. The Respondent is bound to respond to the Initial Notice in writing within 90 days of the Initial Notice (the "**Response**") or suffer the consequences, as hereinafter defined. If the Respondent fails to timely respond with a valid Response, the Initial Resolution shall become effective as an arbitration award hereunder. A valid Response must contain the following: (i) A statement of the Response, including the factual disputes with the Initial Notice, and other facts supporting the Respondent's position; (ii) a proposed resolution ("**Second Resolution**") of the Claim, such as alternative amounts of payment or damages or alternative resolutions of the claim; (iii) the address and phone and facsimile numbers of the Respondent; (iv) the date of the Response; and (v) the signature of the Respondent. The Response may include other matters as shall be deemed appropriate by the Respondent, including claims of the Respondent, but it may not contain any conditions to the effectiveness of the Response nor any other matter which affects the validity of the Response. If the Respondent fails to timely give a valid Response, as provided above, or if the Respondent gives a notice of acceptance of the Initial Resolution, the arbitrator shall enter the award adopting the Initial Resolution.

11.8.4 **Designation of Arbitrator**. The Claim will be decided by a single arbitrator determined pursuant to the then-current rules of the American Arbitration Association. Upon determination, the arbitrator shall commence the arbitration process. The arbitrator shall make an award of the Initial Resolution or the Second Resolution or such other award as the arbitrator decides is just under the facts and applicable law, subject to the terms of this Agreement.

11.8.5 **Counterclaim**. The Respondent may include a "**Counterclaim**" in the Response. If the Respondent makes a Counterclaim, the Initiator shall be obligated to respond in the same time and in the same fashion as required of the Respondent.

11.8.6 **Discovery**. We both agree that, in any arbitration arising as described in this Section, requests for documents shall be limited to documents (including electronic documents) that are directly relevant to significant issues in the case or to the case's outcome, shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain, and shall not include broad phraseology such as "all documents directly or indirectly related to." For electronic document discovery requests, we both agree that: (a) The

production of electronic documents will be made on the basis of generally available technology in a searchable format which is convenient and economical for the party producing the documents and also usable by the party receiving the documents, (b) Unless there is a showing of compelling need, as determined by the arbitrator, the parties are not required to produce metadata, with the exception that the header fields of email correspondence may be produced; (c) Production of electronic documents need only be from sources used in the ordinary course of business. No documents shall be required to be produced from back-up servers, tapes or other media unless there is a showing of compelling need; (d) Only individuals whose electronic documents are reasonably expected to contain evidence that is material to the dispute shall be named as custodians and requested to provide such electronic documents; and (e) When the costs and burdens of electronic discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator shall either deny such requests or order disclosure on the condition that the requesting party advance the reasonable cost of production to the providing side. Such production costs may be part of the allocation of the costs in the final arbitration award.

11.9 Injunctive Remedy for Breach. You recognize that you are a member of a Franchise Network and that your acts and omissions may have a positive or negative effect on the success of other businesses operating under OpenWorks' Trade Names and in substantial association with its Marks. Your failure to comply with the terms of this Agreement is likely to cause irreparable damage to OpenWorks and to some or all of the other franchisees of OpenWorks. For this reason, you agree that if OpenWorks can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of a breach or threatened breach of any of the terms of this Agreement by you, OpenWorks will be entitled, without posting a bond, to a temporary restraining order or preliminary injunction enjoining the breach and/or to a decree of specific performance, without showing or proving any actual damage, until a final determination is made by an arbitrator. Any question on whether a dispute or claim is subject to an injunctive remedy will be determined as stated in Section 11.8 above.

11.10 Limitation of Actions. No action or arbitration proceeding may be maintained by you against OpenWorks unless (a) written notice of any claim alleged to exist is delivered by you to OpenWorks within 1 year after the event complained of becomes known to you and (b) an arbitration proceeding is commenced by you within 90 days after such notice.

11.11 Attorneys' Fees and Costs. If legal action, including any action on appeal, or arbitration is initiated to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to recover reasonable compensation for preparation, investigation and court and/or arbitration costs (including but not limited to, expert witness fees, hearing transcription fees, arbitration fees, arbitrator's compensation, copying costs, delivery expenses and charges) and reasonable attorneys' fees, as fixed by a court of competent jurisdiction or by the arbitrator.

11.12 Severability. Each provision of this Agreement will be considered severable. If, for any reason, any provision is determined to be invalid or in conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be deemed not to be a part of this Agreement. However,

if OpenWorks determines that the finding of illegality adversely affects the basic consideration for its performance under this Agreement, OpenWorks may, at its option, terminate it.

11.13 Approval and Guarantees. If you are a corporation, all officers and shareholders with a 5% or greater interest in you, or if you are a limited liability company, all your managers and managing members and all members with a 5% or greater interest in you and in each of the foregoing cases, the spouses of each person, must approve this Agreement, permit you to furnish the financial information required by OpenWorks, and agree to the restrictions placed on them, including restrictions on the transferability of their interests in the franchise and Janitorial Service and limitations on their rights to compete, and sign separately written guarantees of your and their payments and performance in the form of Attachment 3 to this Agreement. The spouse(s) of any owner of a 5% or greater interest in Franchisee must sign the spousal consent in the form of Attachment 6 to this Agreement.

11.14 Acceptance by OpenWorks. This Agreement will not be binding on OpenWorks unless and until it has been signed by an authorized officer of OpenWorks.

11.15 Indulgences, Not Waivers. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

11.16 Execution in Counterparts and in Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the parties reflected hereon as the signatories. Any photographic or xerographic copy of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement. Signatures may be given by facsimile or other electronic transmission, and such signatures shall be fully binding on the party sending the same. Signatures made through an electronic signature process such as Adobe/PDF or such other electronic signature process are fully binding and deemed to be the same as any original.

11.17 Time of Essence. Time is of the essence of this Agreement.

11.18 Franchisor Limited Liability. You agree that there shall be no liability on the part of OpenWorks to you or any other person by reason of any approval given or withheld by OpenWorks to you or by reason of your complying with the Standards and Policies and requirements of OpenWorks or the provisions of this Agreement. OpenWorks shall not be liable to you if you adopt any suggestions or requirements of OpenWorks, or if OpenWorks delays or fails to furnish any approval, or if OpenWorks provides to mortgagee(s) or lender(s) (actual or prospective) at its or your request, information regarding the status of the Agreement and/or your obligations hereunder. OpenWorks is not obligated for any reason to do any act or to furnish

anything to you except as expressly set forth in this Agreement, and you acknowledge that OpenWorks is not required to provide services that produce any particular level of results.

[This space left intentionally blank]

11.19 Disclaimer of Representations.

YOU HEREBY REPRESENT AND WARRANT TO OPENWORKS THAT

YOU ACKNOWLEDGE THAT OPENWORKS OR ITS AGENT HAS PROVIDED YOU WITH A UNIFORM FRANCHISE DISCLOSURE DOCUMENT 14 CALENDAR DAYS BEFORE THE EXECUTION OF THIS AGREEMENT OR PAYMENT OF ANY CONSIDERATION

Initial_____

YOU ACKNOWLEDGE THAT OPENWORKS OR ITS AGENT HAS PROVIDED YOU WITH A COPY OF THIS AGREEMENT AND ALL RELATED DOCUMENTS, FULLY COMPLETED, AT LEAST SEVEN CALENDAR DAY PRIOR TO YOUR EXECUTION HEREOF.

Initial_____

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____

Officer:_____

FRANCHISEE:

Entity Name:_____

Signature:_____

Name:_____

Title:_____

Sign:_____

Name:_____

Title:_____

Sign:_____

Name:_____

Title:_____

ATTACHMENT 1

CURRENT

Business Equipment Packages

Included in the Franchise Packages

From time to time, OpenWorks may substitute different brand names or change the exact specifications of the supplies and equipment provided to you in your equipment kit. Any substitutions will be at equal or greater value and/or quality.

Equipment Kit and Chemical Supplies

Description	UOM	Qty
Green Earth Dail Floor Cleaner	4-2L	1
AF79	2-2L	1
Green Earth Peroxide	2-2L	1
GE Fight Bac	12/32oz	1
Betco Push	EA	1
Betco Best Bet Abrasive Creme Cleanser, 32 oz., 12 Bottles/Carton	12/CT	1
Betco FastDraw Freedom	EA	1
Diversey Water Hose & Quick Connect Kit for Diversey RTD	EA	1
MotorScrubber MS2000 17" Diameter Floor Cleaning Machine (MS2000M)	EA	1
Sanitaire HydroClean Floor Washer & Vacuum	EA	1
ProTeam GoFit 3 Backpack Vacuum with Xover Multi-Surface Telescoping Wand Tool Kit (107713)	EA	1
ProTeam Intercept Micro Filter Bag, Open Collar, Fits ProTeam GoFit 3 Backpack Vacuum, 10/Pk (107666)	PK	1
Sanitaire TRADITION Upright Vacuum, Red (SC886G)	EA	1
Green Klean® Repl Bags, 3/pk	PK	1
Coastwide Professional™ Cut-End Dust Mop Head, Cotton, 24" x 5", White (CW56753)	EA	1
Coastwide Professional™ Dust Mop Frame, 24" x 5", Black (CW56764)	EA	1
Coastwide Professional™ 60" Dust Mop Handle, Wood (CW56769)	EA	1
Rubbermaid WaveBrake® 2.0 Janitorial Side-Press Bucket and Wringer 35 Quart , Yellow	EA	1
Rubbermaid Adaptable Flat Mop Kit (2132426)	EA	1
3M Safety Splash Goggle 334, Clear Lens (40660)	EA	1
Impact Premium Weight Microfiber Dry Cloths, Blue, 12/Pack (LFK500)	PK	1
Microfiber Technologies Premium Microfiber Dry Cloths, Green, 12/Pack (LFK300)	PK	1
Rubbermaid Microfiber Rags, Red, 24/Pack	PK	1
Ammex X3 Nitrile Gloves, Small, Blue, 100/Box, 10 Boxes/Carton	CT	1

Ammex X3 Nitrile Gloves, Medium, Blue, 100/Box, 10 Boxes/Carton	CT	1
Unger Pro 12"W Window Squeegee (PR300)	EA	1
Unger ErgoTec 4" Scraper (SH00C)	EA	1
Unger 4" Light Duty Scraper (LH12C)	EA	1
Rubbermaid Commercial Products 25"H x 11"W Wet Floor Sign	EA	2
Rubbermaid Brute Vented Round Trash Can Receptacle, 44-Gallons, Gray	EA	1
Rubbermaid® Round Twist On/Off Dolly, Black	EA	1
Rubbermaid Brute® Caddy Nylon Bag, Yellow	EA	1
Red Devil® Professional Series 4200 Stiff Putty Knife, 1 1/2-inch	EA	1
Coastwide Professional™ Extendable Lamb Wool Duster,	EA	1
Rubbermaid Commercial Products Polypropylene Toilet Brush	EA	1
Rubbermaid Commercial Plastic Toilet Bowl Brush Holder	EA	1
Impact Spray Trigger, Red/White	EA	4
Impact 32 oz. Plastic Bottle with Graduations	EA	4
First Aid Only Wall-Mount Bloodborne Pathogen And Bodily Fluid Spill Kit, 23 pieces (214-U/FAO)	EA	5
Coastwide Professional™ 11.9" Heavy Duty Dustpan, Gray	EA	1
Description	**UOM**	**Qty**

ATTACHMENT 2

TERMS

Package	Initial Monthly Account Volume	Franchise Fee
OW P	0	2,500
OW GrOW	0	6,000
OW 7	7,000	24,850
OW 10	10,000	33,000
OW 25	25,000	72,000

Your selected package:_____

Standard Program ☐ or Veteran's Program ☐

If you elected to purchase additional account volume more than the OW 25 package, the following apply:

- Initial Account Monthly Volume _____
- Initial franchisee fee:_____
- Fulfillment Period:_____

Pre-Existing Accounts. You have the following pre-existing accounts to provide commercial janitorial or other facility services to the following customers, pursuant to Section 7.5 of this Agreement:

Signature:_____

Date:_____

ATTACHMENT 3

PERSONAL GUARANTY

1. In consideration of, and in order to induce O.P.E.N. America, Inc. ("**OpenWorks**") to enter into a franchise agreement as of even date with this Guaranty (the "**Agreement**"), each of the undersigned ("**Guarantor**"), jointly and severally, unconditionally guarantees to OpenWorks that the Franchisee will fully, promptly and faithfully perform and discharge all of its obligations, duties and conditions under the Agreement, and under any and all instruments, documents or other evidence of indebtedness, executed in connection with the Agreement and all related obligations and undertakings, including obligations of payment when due, whether by acceleration or otherwise, of any and all liability of Franchisee or its Affiliates or to OpenWorks (the "**Guaranteed Obligations**"), together with all interest upon these liabilities and all attorneys' fees, costs and expenses of collection incurred by OpenWorks in enforcing any of these liabilities.

2. OpenWorks, its successors and assigns, may from time to time, without notice to the undersigned (a) resort to the undersigned for payment or satisfaction of any of the Guaranteed Obligations of Franchisee, whether or not it or its successors have resorted to any property securing any of the Guaranteed Obligations or proceeded against any other of the undersigned or any party or parties or primarily or secondarily liable on any of the Guaranteed Obligations, (b) release or compromise any liability of any of the undersigned hereunder or any liability of any party or parties primarily or secondarily liable on any of the Guaranteed Obligations, and (c) extend, renew or credit any of the Guaranteed Obligations for any period (whether or not longer than the original period); alter, amend or exchange any of the Guaranteed Obligations; or give any other form of indulgence, whether under the Agreement or not.

3. Each of the undersigned agrees to comply with and abide by the restrictive covenants and nondisclosure provisions contained in Sections 8.5, 8.6 and 8.7 of the Agreement, as well as the provisions in the Agreement relating to the Marks and Transfers, to the same extent as and for the same period of time as Franchisee is required to comply with and abide by such covenants and provisions, except to the extent otherwise required by the Agreement. These obligations of the undersigned shall survive any expiration or termination of the Agreement or this Guaranty. This Guaranty will remain effective despite any renewal, modification, or waiver by OpenWorks of any of the Guaranteed Obligations under this Guaranty, and no such modification, renewal or waiver will operate to defeat this Guaranty.

4. This Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms of this Guaranty will be conclusively presumed to have been created in reliance on it.

5. Any and all rights and claims of Franchisee or Guarantor or any of their respective property, arising by reason of any payment by the undersigned to OpenWorks under the provisions of this Guaranty, will be subordinate and subject in right of payment to the prior payment in full of all liabilities of Franchisee or Guarantor to OpenWorks.

6. Guarantor waives the right of trial by jury in the event of any litigation between the parties to this Guaranty in respect of any matter arising under this Guaranty and agrees that, should OpenWorks bring any judicial proceeding or arbitration in relation to any such matter, Guarantor will not interpose any counterclaim or set off of any nature.

7. Each of the undersigned further waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under this Guaranty and the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and OpenWorks resulting from such Guaranty or Agreement or otherwise, and the settlement, compromise or adjustment thereof.

8. Guarantor waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (i) any "one action" or "anti- deficiency" law or any other law, including without limitation A.R.S. Sections 12-1566, 33-729 and 33-814, which may prevent OpenWorks from bringing any action, including a claim for deficiency, against Guarantor, before or after OpenWorks' commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale or (ii) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness.

9. The undersigned agrees to pay all expenses paid or incurred by OpenWorks in enforcing the Agreement and this Guaranty against Franchisee and against the undersigned and in collecting or attempting to collect any amounts due thereunder and hereunder, including reasonable attorneys' fees and costs if such enforcement or collection is by or through an attorney-at-law. Any waiver, extension of time or other indulgence granted from time to time by OpenWorks, its agents, its successors or assigns, with respect to the Agreement, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

10. If more than one person has executed the Guaranty, the term "the undersigned," as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary. A discharge in bankruptcy of the Franchisee by a Bankruptcy Court that is "full satisfaction" (or words to such effect) of the Franchise Agreement's obligations, regardless as to whether the discharge was part of the resolution of a bankruptcy claim or as part of a plan of reorganization, does not excuse the obligations of Guarantor and Franchisor may pursue Guarantor for the entire amount due and owing Franchisor regardless of the discharge.

11. The provisions of the Agreement providing that Arizona law shall govern, and requiring binding arbitration in Phoenix, Arizona shall also apply to this Guaranty and each Guarantor.

(*Signatures on Following Page*)

Date:_____, 20__

Name:_____

Sign_____

Spouse's Name:_____

Sign:_____

Name:_____

Sign_____

Spouse's Name:_____

Sign:_____

ATTACHMENT 4

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-Disclosure and Non-Competition Agreement (this "Agreement") is made as of _____, by and between: _____ (**"Franchisee"**), an OpenWorks Janitorial Franchisee under the janitorial Franchise Agreement between Franchisee and O.P.E.N. America, Inc. (**"OpenWorks"**) of even date herewith and to which this Agreement was attached (the **"Franchise Agreement"**); and the undersigned (**"Recipient"**), who owns 5% or more of the ownership interests in Franchisee, and/or holds or has been offered a position as an employee or consultant of Franchisee (any such current and future interest or position held by Recipient is hereinafter referred to as the **"Position"**). Recipient acknowledges that Franchisee is entering into this Agreement for itself and for the benefit of OpenWorks pursuant to the requirements of the Franchise Agreement. Any capitalized terms not otherwise defined will have such meaning as ascribed to them in the Franchise Agreement.

BACKGROUND TO THE AGREEMENT

In connection with their Position, Recipient will have access to, generate, or otherwise come into contact with certain proprietary and/or confidential information and trade secrets of Franchisee, OpenWorks or System, including without limitation training materials, programs, methods, techniques, specifications, standards, systems, procedures, sales and marketing programs and strategies, manuals, financial data, knowledge of specifications for and suppliers of equipment, supplies and services, bidding, pricing and billing methods, existing and prospective customer lists and information about them and their service contracts, at any time existing or under consideration, for the operation of OpenWorks' regional offices and commercial janitorial and other facility service businesses (the "**Confidential Information**").

Recipient, Franchisee and OpenWorks desire to prevent the dissemination or misuse of such Confidential Information. For these and other reasons, and the fact that there are many other employment opportunities available to Recipient if his/her Position shall terminate, Recipient is in full and complete agreement that the following restriction covenants are fair and reasonable and are freely, voluntarily and knowingly entered into. FURTHER, RECIPIENT HAS BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT.

AGREEMENT

As an inducement to OpenWorks to enter into the Franchise Agreement with Franchisee, or to approve a transfer to or appointment of Recipient, and/or in consideration of Recipient's employment or continued employment by Franchisee, Recipient and Franchisee (on behalf of both Franchisee and OpenWorks) agree as follows:

1. **Confidential Information**.

1.1. **Ownership**. Recipient acknowledges that OpenWorks and/or Franchisee is/are the sole owner of all the Confidential Information; that the Confidential Information is

being imparted to Recipient in trust and confidence and only by reason of Recipient's Position; and that the Confidential Information is not generally known to the trade or public and is not known to Recipient except by reason of such disclosure. Recipient further acknowledges that Recipient shall acquire no interest in the Confidential Information, other than the right to utilize it in connection with the performance of duties associated with Recipient's Position. In addition, Recipient acknowledges that the use, duplication or disclosure of the Confidential Information except as expressly permitted by this Agreement shall constitute an unfair method of competition and that OpenWorks and Franchisee shall suffer irreparable injury thereby.

1.2. **Work Product**. Recipient agrees that all documents, papers, notes and other material and work product containing or derived from the Confidential Information or connected with Recipient's Position with Franchisee shall be Confidential Information. Recipient agrees that he will have no proprietary interest in any work product developed or used by him and arising out of his Position with Franchisee. Recipient will, from time to time, as may be requested by Franchisee or OpenWorks, do all things which may be necessary to establish or document Franchisee's or OpenWorks' ownership of any such work product, including without limitation execution of assignments.

1.3. **Confidentiality**. All of the Confidential Information and all information and knowledge about the System, which is not in the public domain and such other information and material as OpenWorks or Franchisee may designate as confidential shall be deemed Confidential Information for purposes of this Agreement. Recipient acknowledges that the Confidential Information is disclosed to Recipient solely on the condition that Recipient agree, and Recipient hereby does agree, that Recipient: (a) will use the Confidential Information in strict accordance with the instructions and directions given by Franchisee or OpenWorks from time to time; (b) will not use the Confidential Information, directly or indirectly, in any other business or capacity; (c) will not, at any time, while holding any Position with Franchisee or thereafter, in any manner or form, directly or indirectly, disclose, duplicate, license, sell, reveal, divulge, publish or communicate the Confidential Information, or any portion thereof, to any person or entity other than Franchisee, or authorized employees or consultants of Franchisee or OpenWorks who need to have such information in connection with their jobs; (d) will not copy any materials containing the Confidential Information, including without limitation the System manuals, without OpenWorks' prior written consent; (e) will observe and implement all reasonable procedures imposed from time to time by OpenWorks and/or Franchisee to prevent the unauthorized use and disclosure of the Confidential Information; (f) will keep all System manuals and other written materials containing any portion of the Confidential Information in a secure manner and place; and (g) if Recipient is legally compelled to disclose any of the Confidential Information, will do so only if Recipient has used his or her best efforts to afford OpenWorks and Franchisee the opportunity of obtaining appropriate protective orders or other assurances of confidentiality satisfactory to OpenWorks and Franchisee. These restrictions are imposed for the term of this Agreement, and after this Agreement is terminated (or expires), the entire length of time that any Confidential Information is a trade secret and otherwise, the longest of either four years or as long as may be required by applicable law.

1.4. **Return of Confidential Material**. Upon termination or cessation of his or her Position with Franchisee for any reason, Recipient shall immediately (but in any event within five days of such termination or cessation) return to Franchisee all copies of any materials

containing the Confidential Information (whether in original or duplicate form) and all property or equipment belonging to Franchisee and OpenWorks, or either of them, in Recipient's possession, custody or control, including any of such items produced or prepared by Recipient. To the maximum extent of the law, OpenWorks reserves the right to deduct the cost of unreturned or damaged property, equipment or information from Recipient's compensation.

2. **Noncompetition**.

2.1 **Covenant**. Recipient recognizes that (a) the commercial janitorial and other facility services business is very competitive; (b) the System is intended to expand to be national in scope; (c) Recipient by virtue of his or her Position will have access to the Confidential Information and will have close contacts with OpenWorks customers for the purpose of maintaining and further developing the business and goodwill of the System; (d) the Position provides Recipient with the attendant ability to divert customer trade; and (e) OpenWorks and Franchisee each have strong legitimate interests in obtaining the covenant herein for the protection of the goodwill of the System. Recipient therefore agrees that, without the express prior written consent of OpenWorks and Franchisee, which either may withhold in its sole and absolute discretion, Recipient shall not, during the Time Period (as defined below), directly or indirectly, whether personally or as an agent, employee, partner, representative, affiliate or in any other capacity on behalf of any person or entity, engage in, render services to, provide financing to, or have any interest in, in manner whatsoever any Competitive Business (as defined below) located or conducting business within the Area (as defined below). It is agreed and understood that the purpose of this covenant is not to deprive Recipient of a means of livelihood and will not do so but is rather to protect the goodwill and interest of Franchisee, OpenWorks and the System.

2.2. **Time Period**. For the purposes of Section 2.1 of this Agreement, the term "Time Period" shall mean for the period while Recipient holds a Position with Franchisee.

2.3. **Competitive Business**. For the purposes of Section 2.1 of this Agreement, the term "Competitive Business" shall mean any business providing janitorial services to commercial customers or any other services that Franchisee provides or provided to its customers while Recipient held a Position with Franchisee.

2.4. **Area**. For the purposes of Section 2.1 of this Agreement, the term "Area" shall mean (a) the geographical area in which Franchisee services or serviced OpenWorks customers, and (b) a radius of 75 miles from the regional office through which Franchisee conducts or conducted its OpenWorks business, and (c) a radius of 75 miles from any other OpenWorks regional office operated by OpenWorks or any of its master franchisees in the state where Franchisee conducts or conducted its OpenWorks business, and (d) a radius of 75 miles from any other OpenWorks regional office operated by OpenWorks or any of its master franchisees in any other state.

3. **No Solicitation**.

3.1. **Customers**. Recipient agrees that during the time Recipient holds a Position with Franchisee, and after Recipient's Position with Franchisee ends, except for

solicitations Recipient makes on behalf of Franchisee, Recipient will never solicit as a customer for commercial janitorial or other facility services: (a) any OpenWorks customers serviced by Franchisee during the period Recipient held a Position with Franchisee, or (b) any other persons or entities who were OpenWorks customers serviced by others during the period Recipient held a Position with Franchisee. Recipient also agrees that after Recipient no longer holds any Position with Franchisee, Recipient will not thereafter solicit as a customer for commercial janitorial or other facility services any prospective customers to whom OpenWorks had proposals or bids outstanding at the time Recipient's Position with Franchisee ended.

3.2. **Lack of Prior Conflict**. Recipient represents and acknowledges that they are not bound by any post-employment covenant with a third-party that would restrict the fulfillment of the Recipient's Position or the duties Recipient performs on behalf of the Franchisee. To the extent Recipient is bound by any such post-employment covenants, Recipient represents and warrants that they have provided Franchisee with a copy of the applicable written covenant.

3.3. **Notification**. During the Time Period, Recipient shall notify any new employer or business associate, prior to entering into the employment or business relationship, of the existence of this Agreement and will provide such new employer or business associate with a copy of this Agreement. Recipient further agrees and authorizes Franchisee and OpenWorks to notify others, including customers of Franchisee or OpenWorks and Recipient's future employers or business associates of Recipient's obligations under this Agreement.

3.4. **Tolling of Time Periods**. The running of the Time Period or any period of time specified in Section 2 or Section 3 of this Agreement will be tolled and suspended for any period of time in which the Recipient is found by a court of competent jurisdiction to have been in violation of any restrictive covenant contained therein. Recipient further agrees that the existence of any claim it may have against Franchisee or OpenWorks whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisee or OpenWorks of the covenants contained in this Agreement.

4. **Modification**. The covenants set forth in this Agreement shall each be construed as independent of any other covenant or provision of any other agreement. OpenWorks may reduce the scope of the obligations under the covenants of this Agreement unilaterally and without the consent of any other person or entity, effective upon giving notice thereof to Franchisee and Recipient.

5. **Remedies**.

5.1 **Recipient's Acknowledgements**. Recipient acknowledges and agrees that in the event of the termination of Recipient's Position with Franchisee, Recipient's experience and capabilities are such that the Recipient can obtain employment and engage in business activities which are of a different or non-competing nature from those of the Position; and that the enforcement of a remedy of injunction will not prevent Recipient from earning a reasonable living. Recipient further acknowledges and agrees that the covenants contained in this

Agreement are necessary for the protection of Franchisee's and OpenWorks' legitimate business interests and are reasonable in scope and in content.

5.2 **Injunctive Relief**. In the event of an actual or threatened breach by Recipient of any of the provisions of this Agreement, Franchisee and OpenWorks, or either of them, or their agents, shall immediately be entitled to injunctive relief restraining Recipient from the breach or threatened breach without having to show any actual damage. It is specifically agreed that Franchisee and OpenWorks, or either of them, may incur incalculable and irreparable damage from any such violation, and that Franchisee and OpenWorks, or either of them, have no adequate remedy at law and are entitled to injunctive relief, without bond, for any such actual or threatened violation. Nothing herein shall be construed as prohibiting Franchisee and OpenWorks, or either of them, from pursuing any other available remedies for such breach.

5.3. **At-Will Employment**. If Recipient is an employee, nothing in this Agreement shall affect Recipient's status as an employee at will. Employment of Recipient by the Franchisee may be terminated by either Recipient or Franchisee for any lawful reason at any time with or without cause. Any representation to the contrary is unauthorized and not valid.

5.4. **Authority to Contract**. Unless otherwise specified in writing, Recipient shall have no power to, and Recipient shall not, obligate the Franchisee or OpenWorks in any manner whatsoever to any contract, agreement, undertaking, commitment or other obligation, unless specifically authorized and directed to do so, in advance and in writing by the Franchisee. Further, Recipient shall not, without specific approval of and direction by the Franchisee, borrow on behalf of the Franchisee or OpenWorks, purchase capital equipment, or sell any capital assets of Franchisee or OpenWorks.

5.5. **Enforceability**. Franchisee's or OpenWorks' failure to enforce any provisions of this Agreement shall not constitute a waiver of the Franchisee's or OpenWorks' right to pursue any prior or subsequent breach, violation or default of the Agreement.

6. **Survival**. The provisions of this Agreement shall survive the expiration or termination of any agreement or relationship between Franchisee and Recipient or OpenWorks and Franchisee for any reason, in accordance with the terms hereof and shall be enforceable notwithstanding the existence of any claim or cause of action of Recipient against Franchisee and OpenWorks, or either of them, predicated on any contract or other basis whatsoever.

7 **Severability**. In the event any term or provision of this Agreement is declared to be invalid or unenforceable for any reason, the provision shall be modified to the extent necessary to make it enforceable, or if it cannot be so modified, then severed, and the remaining terms of this Agreement shall remain in full force and effect, and it is hereby declared the intention of the parties that they would have executed the Agreement as so modified.

8. **Notice**. Any notice to be given to Recipient under this Agreement will be sufficient and deemed delivered if it is in writing and delivered to the U.S. Post Office to be sent prepaid by certified or registered mail addressed to Recipient at his or her address as provided

below, or to such other address as Recipient shall have provided in writing to both Franchisee and OpenWorks.

9. **General**. Except as otherwise expressly stated herein, this Agreement contains the entire understanding between the parties with respect to the subjects hereof, and supersedes all prior oral and written negotiations and agreements. Except as provided in Section 4 of this Agreement, this Agreement may be amended only by an instrument in writing signed by Franchisee and Recipient and approved in writing by OpenWorks. The waiver of any breach or violation of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other or subsequent breach. Headings are for convenience and shall not limit or control interpretation. Words in this Agreement shall be deemed to refer to whatever number and gender the context requires. This Agreement shall be governed by the laws of the state in which Franchisee's OpenWorks business is conducted. Any claim or dispute arising out of or in connection with this Agreement shall be resolved by arbitration held in the City of Phoenix, Arizona, governed by the United States Arbitration Act 9 U.S.C. § 1-16, and conducted by one or more independent arbitrators who are experienced in franchise matters and have no past or present relationship with any party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. OpenWorks shall be a third party beneficiary of this Agreement and entitled to enforce it as though OpenWorks were a signatory but shall not be obligated to do so.

(***Signatures on following page***)

RECIPIENT:	**FRANCHISEE**, accepting for itself and for its Franchisor, O.P.E.N. America, Inc.:
_____ (Full Legal Name of Recipient)	_____ (Full Legal Name of Recipient)
By: _____ (Signature)	By: _____ (Signature)
_____ (Name Printed or Typed)	_____ (Name Printed or Typed)
_____ (Position/Title)	_____ (Position/Title)
_____ (Street Address)	_____ (Street Address)
_____ (City, State, Zip Code)	_____ (City, State, Zip Code)
_____ (Date)	_____ (Date)

ATTACHMENT 5

TRADEMARKS

OpenWorks has the following trademarks that it uses in its janitorial cleaning services. You must use the trademarks in accordance with the terms of the Franchise Agreement and the Manual. These trademarks may be revised by OpenWorks in accordance with the Franchise Agreement.

OpenWorks®



Give your facility the works®
TotalWorks®
FirstWorks®
SaniCare®
SaniWorks®

ATTACHMENT 6

SPOUSAL CONSENT

The undersigned each being the spouse of a Franchisee (or the spouse of a 5% or greater owner of Franchisee) hereby states:

1. That he or she has read and understands the Janitorial Franchise Agreement and the Franchise Disclosure Document and all exhibits; and

2. That he or she consents to the terms and conditions of the Janitorial Franchise Agreement, including but not limited to those concerning transfer, and

3. That he or she consents to execution of the Janitorial Franchise Agreement by Franchisee; and

4. That he or she consents to execution of the Personal Guaranty.

Date:_____ Signature:_____

Print Name:_____

ATTACHMENT 7

ADDENDUMS REQUIRED BY CERTAIN STATES

ADDENDUM
TO THE JANITORIAL FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC.
REQUIRED BY THE STATE OF HAWAII

Hawaii.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STA TE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

FRANCHISEE:

_____

Signature

_____

Print Name

_____

Title

_____, 20____

Date

APPROVED AND ACCEPTED BY

O.P.E.N. AMERICA, INC.:

_____

Signature

_____

Print Name

_____

Title

_____, 20____

ATTACHMENT 7

ADDENDUMS REQUIRED BY CERTAIN STATES

ADDENDUM
TO THE JANITORIAL FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC.
REQUIRED BY THE STATE OF ILLINOIS

This addendum to the Disclosure Document and Franchise Agreement is agreed to this _____ and effectively amends and revises said Disclosure Document and Franchise as follows:

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Disclosure Act, any provision in a Franchise Agreement and Supplemental Agreements that designated jurisdiction or venue in a forum outside of Illinois is void. However, a Franchise Agreement may provide for arbitration outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

(*Signatures on Following Page*)

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____
Officer:_____
Date:_____

FRANCHISEE:

Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

ATTACHMENT 7 Continued

ADDENDUM
TO THE JANITORIAL FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC.
REQUIRED BY THE STATE OF MARYLAND

This addendum to the Franchise Disclosure Document and Franchise Agreement is agreed to this day of _____, 20__, and effectively amends and revises said Franchise Disclosure Document and Franchise as follows:

> Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§ 14-201 to -233. Fair Distributorship Act, MD. CODE ANN., COM. LAW II §§ 11-1301 to -1307.

Choice of law and forum

Section 14-216(c)(25) of the Maryland Franchise Law requires a franchisor to file an irrevocable consent to be sued in Maryland. A franchisee may sue in Maryland for claims arising under that Law.

Advertising

Under Sections 02.02.08.04B(2) and 02.02.08.16G(1) of the Code of Maryland Regulations, franchisee's may obtain an accounting of advertising expenditures. This accounting will be provided to you upon your written request.

Periods of Limitation

Under Section 14-227(e) of the Maryland Franchise Law, a franchisee may bring a lawsuit in Maryland for claims arising under that Law for a period of three years after a franchise is granted.

Bankruptcy

The Franchise Agreement may provide for termination upon bankruptcy. Any such provisions may not be enforceable under federal bankruptcy law (-11 U.S.C. Section 100 et seq)

Waivers and Releases

Section 14-226 of the Maryland Franchise Law and Section 02.02.08.16L of the Code of Maryland Regulations prohibit a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing, renewing or assigning a franchise. When prospective franchisees disclaim the occurrence and/or acknowledge the non- occurrence of acts that would constitute a violation of the Maryland Law when purchasing a franchise, such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Law. Any

general release required as a condition of renewal, sale, transfer or assignment shall not apply to any liability under the Law.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this

FRANCHISOR:
O.P.E.N. AMERICA, INC.

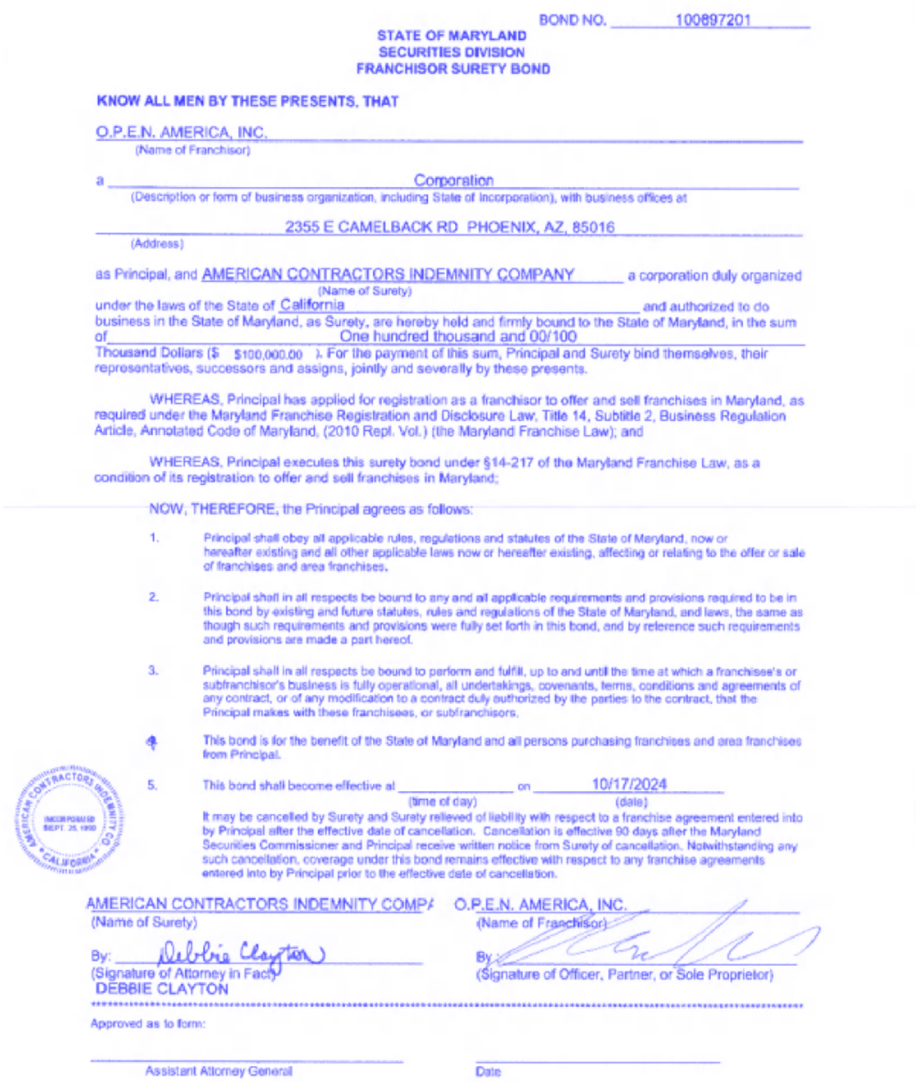
By:_____
Officer:_____
Date:_____

FRANCHISEE:

Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

(Added graphics)



BOND NO. 100897201

STATE OF MARYLAND
SECURITIES DIVISION
FRANCHISOR SURETY BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

O.P.E.N. AMERICA, INC.
(Name of Franchisor)

a Corporation
(Description or form of business organization, including State of Incorporation), with business offices at

2355 E CAMELBACK RD PHOENIX, AZ, 85016
(Address)

as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY a corporation duly organized
(Name of Surety)
under the laws of the State of California and authorized to do business in the State of Maryland, as Surety, are hereby held and firmly bound to the State of Maryland, in the sum of One hundred thousand and 00/100 Thousand Dollars ($ $100,000.00). For the payment of this sum, Principal and Surety bind themselves, their representatives, successors and assigns, jointly and severally by these presents.

WHEREAS, Principal has applied for registration as a franchisor to offer and sell franchises in Maryland, as required under the Maryland Franchise Registration and Disclosure Law, Title 14, Subtitle 2, Business Regulation Article, Annotated Code of Maryland, (2010 Repl. Vol.) (the Maryland Franchise Law); and

WHEREAS, Principal executes this surety bond under §14-217 of the Maryland Franchise Law, as a condition of its registration to offer and sell franchises in Maryland;

NOW, THEREFORE, the Principal agrees as follows:

1. Principal shall obey all applicable rules, regulations and statutes of the State of Maryland, now or hereafter existing and all other applicable laws now or hereafter existing, affecting or relating to the offer or sale of franchises and area franchises.

2. Principal shall in all respects be bound to any and all applicable requirements and provisions required to be in this bond by existing and future statutes, rules and regulations of the State of Maryland, and laws, the same as though such requirements and provisions were fully set forth in this bond, and by reference such requirements and provisions are made a part hereof.

3. Principal shall in all respects be bound to perform and fulfill, up to and until the time at which a franchisee's or subfranchisor's business is fully operational, all undertakings, covenants, terms, conditions and agreements of any contract, or of any modification to a contract duly authorized by the parties to the contract, that the Principal makes with these franchisees, or subfranchisors.

4. This bond is for the benefit of the State of Maryland and all persons purchasing franchises and area franchises from Principal.

5. This bond shall become effective at _____ (time of day) on 10/17/2024 (date)
It may be cancelled by Surety and Surety relieved of liability with respect to a franchise agreement entered into by Principal after the effective date of cancellation. Cancellation is effective 90 days after the Maryland Securities Commissioner and Principal receive written notice from Surety of cancellation. Notwithstanding any such cancellation, coverage under this bond remains effective with respect to any franchise agreements entered into by Principal prior to the effective date of cancellation.

AMERICAN CONTRACTORS INDEMNITY COMPA (Name of Surety)
By: Debbie Clayton (Signature of Attorney in Fact)
DEBBIE CLAYTON

O.P.E.N. AMERICA, INC. (Name of Franchisor)
By: (Signature of Officer, Partner, or Sole Proprietor)

Approved as to form:

Assistant Attorney General

Date

(Added graphics)

INSTRUCTIONS:

1. This side is to be completed by a notary public for both the Principal and the Surety.
2. Please attach the Power of Attorney and Certified Copy of the Corporate Resolution for the Surety listed herein.

STATE OF _____)
) ss. **ACKNOWLEDGMENT OF PRINCIPAL**
COUNTY OF _____)

(INDIVIDUAL PROPRIETORSHIP)

The foregoing instrument was acknowledged before me this _____day of _____, ____

by _____
(Name of Person Acknowledged)

(CORPORATION)

The foregoing instrument was acknowledged before me this 23rd day of October 2024

by Shoraz Zeyamerandi, President of
(Name of Corporation/President)

O.P.E.N. America Inc., a Arizona
(Name of Corporation) (State of Incorporation)
corporation, on behalf of the corporation.

(PARTNERSHIP)

The foregoing instrument was acknowledged before me this _____day of _____, ____

by _____, a partner on behalf of
(Name of Acknowledging Partner)

_____, a partnership.
(Name of Partnership)

JENNIFER SCOTT
Notary Public, State of Arizona
Maricopa County
Commission # 628605
My Commission Expires
June 24, 2026

Notary Public

NOTARY SEAL City: Phoenix Comm. Exp: June 24th, 2026

STATE OF ARIZONA)
)ss. **ACKNOWLEDGMENT OF SURETY**
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 18TH day of OCTOBER, 2024

by DEBBIE CLAYTON, Attorney-In-Fact
(Name and Title of Officer or Agent)
of AMERICAN CONTRACTORS INDEMNITY COMPANY,
(Name of Corporation Acknowledging)
a California corporation, on behalf of the corporation.
(State of Incorporation)

ALEXANDRA HAAS
Notary Public, State of Arizona
Maricopa County
Commission # 597020
My Commission Expires
March 23, 2025

Notary Public ALEXANDRA HAAS

City: SCOTTSDALE, AZ Comm. Exp: 03/23/2025

(Added graphics)



TOKIO MARINE HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

DEBBIE CLAYTON

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100897201, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 ($100,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 18th day of April, 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of October, 2024.

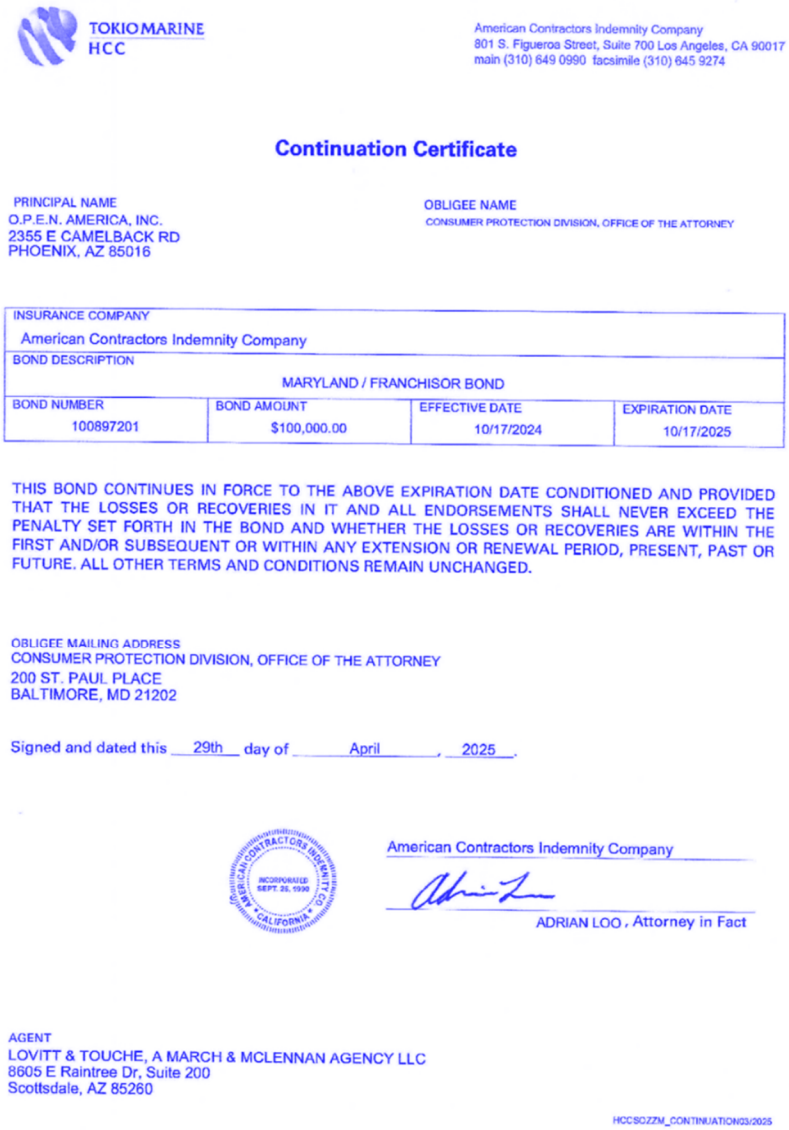
Bond No. 100897201
Agency No. 9858

_____
Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSOZ2POAAC0072023

(Added graphics)



TOKIO MARINE HCC

American Contractors Indemnity Company
801 S. Figueroa Street, Suite 700 Los Angeles, CA 90017
main (310) 649 0990 facsimile (310) 645 9274

Continuation Certificate

PRINCIPAL NAME
O.P.E.N. AMERICA, INC.
2355 E CAMELBACK RD
PHOENIX, AZ 85016

OBLIGEE NAME
CONSUMER PROTECTION DIVISION, OFFICE OF THE ATTORNEY

INSURANCE COMPANY			
American Contractors Indemnity Company			
BOND DESCRIPTION			
MARYLAND / FRANCHISOR BOND			
BOND NUMBER	BOND AMOUNT	EFFECTIVE DATE	EXPIRATION DATE
100897201	$100,000.00	10/17/2024	10/17/2025

THIS BOND CONTINUES IN FORCE TO THE ABOVE EXPIRATION DATE CONDITIONED AND PROVIDED THAT THE LOSSES OR RECOVERIES IN IT AND ALL ENDORSEMENTS SHALL NEVER EXCEED THE PENALTY SET FORTH IN THE BOND AND WHETHER THE LOSSES OR RECOVERIES ARE WITHIN THE FIRST AND/OR SUBSEQUENT OR WITHIN ANY EXTENSION OR RENEWAL PERIOD, PRESENT, PAST OR FUTURE. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

OBLIGEE MAILING ADDRESS
CONSUMER PROTECTION DIVISION, OFFICE OF THE ATTORNEY
200 ST. PAUL PLACE
BALTIMORE, MD 21202

Signed and dated this 29th day of April, 2025.

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 26, 1990 CALIFORNIA

American Contractors Indemnity Company

ADRIAN LOO, Attorney in Fact

AGENT
LOVITT & TOUCHE, A MARCH & MCLENNAN AGENCY LLC
8605 E Raintree Dr, Suite 200
Scottsdale, AZ 85260

HCCSOZZM_CONTINUATION03/2025

(Added graphics)



TOKIO MARINE HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

ADRIAN LOO

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100897201, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 ($100,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 20th day of November, 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 20th day of November, 2024, before me, D. Littlefield, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478376
My Comm. Expires Jan 31, 2026

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of April, 2025.

Bond No. 100897201
Agency No. 9858

Kio Lo, Assistant Secretary

Visit tmhcc.com/surety for more information

HCCSOZZPOAACIC12/2024

(Added graphics)



TOKIO MARINE HCC

Fraud Warnings and Privacy Notice

Fraud Warnings

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN ALABAMA
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA
Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN CALIFORNIA
For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO
It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA
WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA
Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII
For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

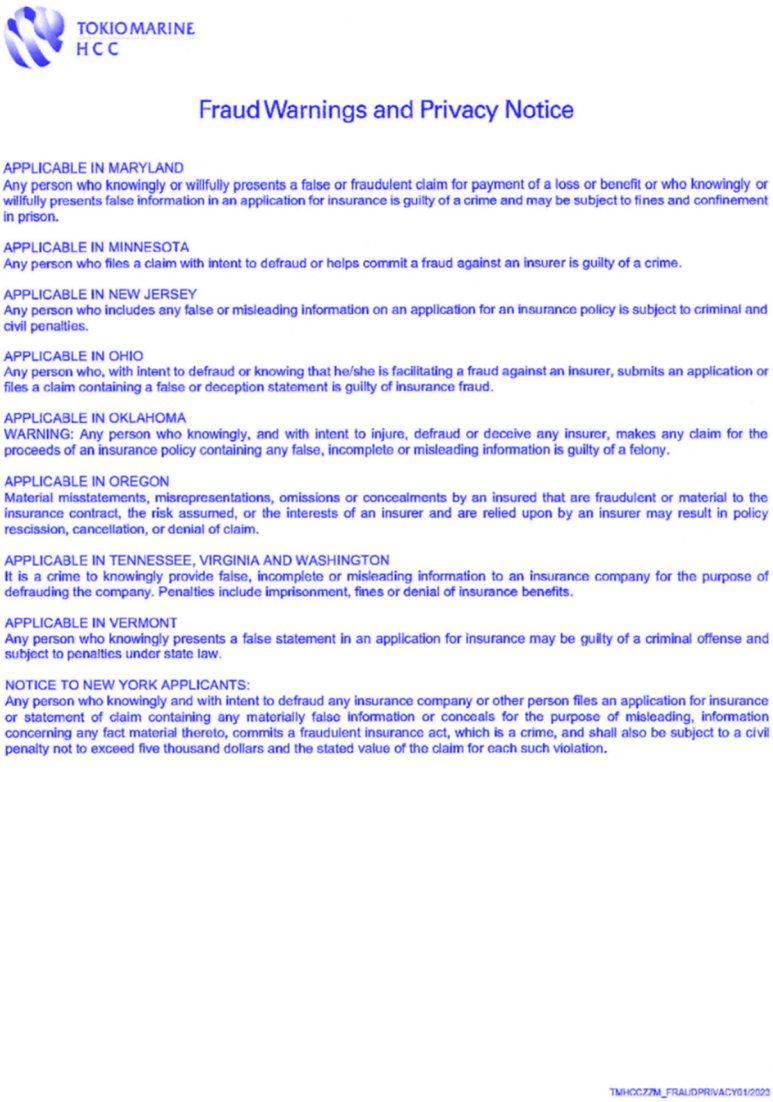
APPLICABLE IN KANSAS
Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

APPLICABLE IN MAINE
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

TMHCCZZM_FRAUDPRIVACY01/2023

(Added graphics)



TOKIO MARINE HCC

Fraud Warnings and Privacy Notice

APPLICABLE IN MARYLAND
Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

APPLICABLE IN MINNESOTA
Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEW JERSEY
Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN OHIO
Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA
WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN OREGON
Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

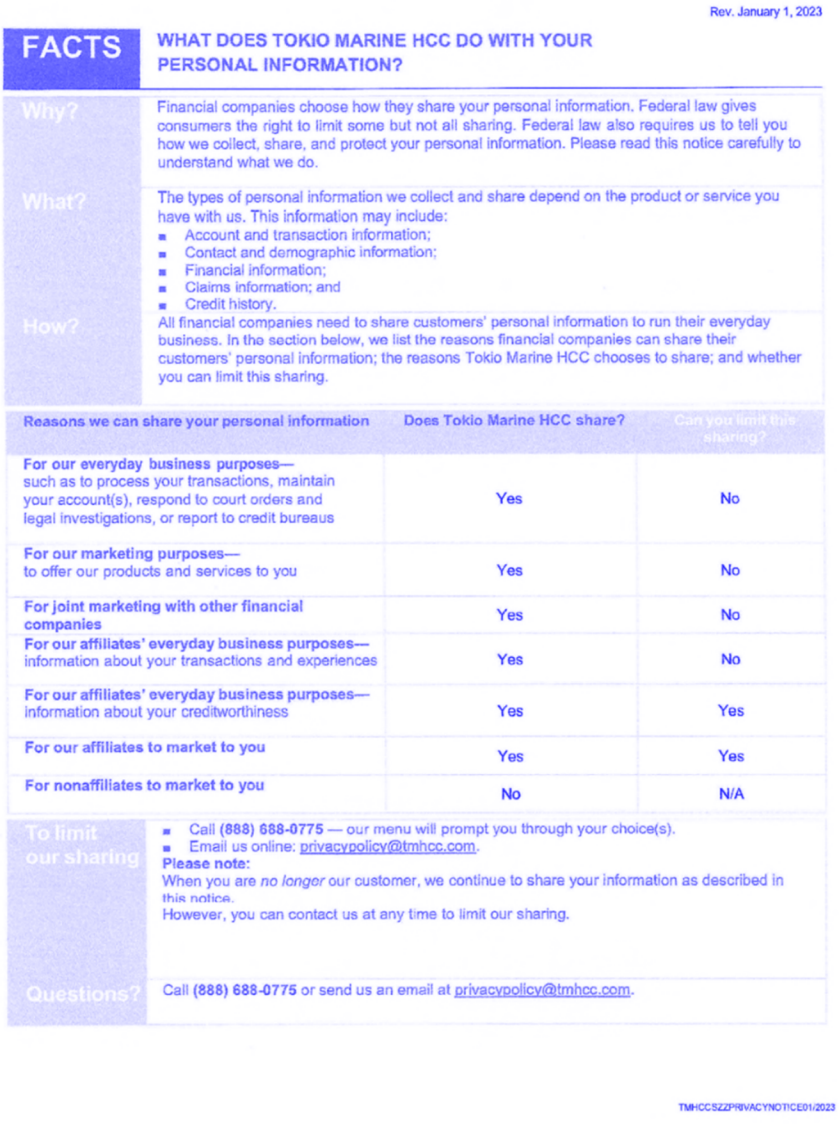
APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

APPLICABLE IN VERMONT
Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

NOTICE TO NEW YORK APPLICANTS:
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

TMHCCZ7M_FRAUDPRIVACY01/2023

(Added graphics)



Rev. January 1, 2023

FACTS **WHAT DOES TOKIO MARINE HCC DO WITH YOUR PERSONAL INFORMATION?**

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information may include:

- Account and transaction information;
- Contact and demographic information;
- Financial information;
- Claims information; and
- Credit history.

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Tokio Marine HCC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Tokio Marine HCC share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A

To limit our sharing

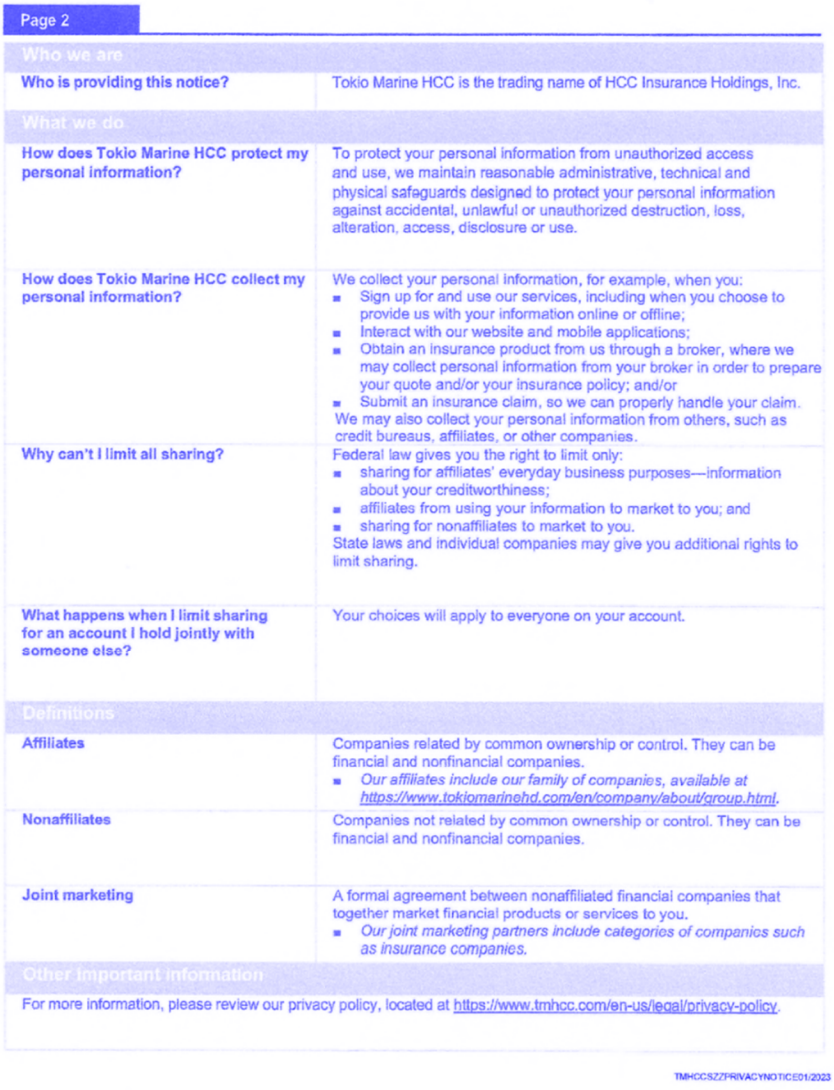
- Call **(888) 688-0775** — our menu will prompt you through your choice(s).
- Email us online: privacypolicy@tmhcc.com.

Please note:
When you are *no longer* our customer, we continue to share your information as described in this notice.
However, you can contact us at any time to limit our sharing.

Questions? Call **(888) 688-0775** or send us an email at privacypolicy@tmhcc.com.

TMHCCSZZPRIVACYNOTICE01/2023

(Added graphics)



Page 2

Who we are

Who is providing this notice?	Tokio Marine HCC is the trading name of HCC Insurance Holdings, Inc.

What we do

How does Tokio Marine HCC protect my personal information?	To protect your personal information from unauthorized access and use, we maintain reasonable administrative, technical and physical safeguards designed to protect your personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.
How does Tokio Marine HCC collect my personal information?	We collect your personal information, for example, when you: ▪ Sign up for and use our services, including when you choose to provide us with your information online or offline; ▪ Interact with our website and mobile applications; ▪ Obtain an insurance product from us through a broker, where we may collect personal information from your broker in order to prepare your quote and/or your insurance policy; and/or ▪ Submit an insurance claim, so we can properly handle your claim. We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness; ▪ affiliates from using your information to market to you; and ▪ sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include our family of companies, available at https://www.tokiomarinehd.com/en/company/about/group.html.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include categories of companies such as insurance companies.*

Other important information

For more information, please review our privacy policy, located at https://www.tmhcc.com/en-us/legal/privacy-policy.

TMHCCSZZPRIVACYNOTICE01/2023

ADDENDUM
TO THE JANITORIAL FRANCHISE AGREEMENT OF
O.P.E.N. AMERICA, INC.
REQUIRED BY THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

This addendum to the Disclosure Document is agreed this _____, and effectively amends and revises said Disclosure Document and Franchise Agreement as follows:

1. Item 13 of the Disclosure Document and Article 8.4 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "In accordance with applicable requirements or Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use of the name."

2. Item 17 of the Disclosure Document and Article 10 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Stat. Sec. 80c.14, Subd.3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Disclosure Document."

3. Item 17 of the Disclosure Document and Section 11.8 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Stat. Sec. 80C.21 and Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of jurisdiction."

4. Item 17 of the Disclosure Document and Section 4.2 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

5. Any reference to liquidated damages in the Franchise Agreement are hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. In Section 11.8 of the Franchise Agreement, the sentence "You waive any rights you may have to demand trial by jury or seek punitive damages from OpenWorks or its affiliates," is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Section 11.10 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____.

FRANCHISOR:
O.P.E.N. AMERICA, INC.

By:_____
Officer:_____
Date:_____

FRANCHISEE:

Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Entity Name:_____
Signature:_____
Printed Name:_____
Title:_____
Date:_____

Attachment 7 continued

Notice of Cancellation
[For Ohio Franchisees Only]

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, to OpenWorks, with its principal office located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016 or send an email to OpenWorks at info@openworksweb.com not later than midnight of_____.

I hereby cancel this transaction.

_____ _____

[copy to be sent to franchisor]

Attachment 7 Continued

Notice of Cancellation
[For Ohio Franchisees Only]

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, to OpenWorks, with its principal office located at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016 or send an email either to OpenWorks at info@openworksweb.com not later than midnight of _____.

I hereby cancel this transaction.

_____ _____

[copy to be completed and retained by franchise]

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Special Risks

Turnnover Rate. During the last 3 years, a large number of franchised outlets (450) were terminated, not renewed, re-acquired, or ceased operations for other reasons. This

franchise could be a higher risk investment than a franchise system with a lower turnover rate.

Fee Deferral. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees referenced in Item 5 of this Disclosure Document until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement, and (b) is open for business.

[Signature Page to Follow]

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20_____.

FRANCHISOR: **O.P.E.N. AMERICA, INC.**	**FRANCHISEE:** Entity Name: _____
	Signature: _____
	Printed Name: _____
By: _____	Title: _____
Officer: _____	Date: _____
Date: _____	

EXHIBIT D

PROMISSORY NOTE

$_____ _____

For value received, the undersigned ("Maker") promises to pay to O.P.E.N. America, Inc., an Arizona corporation ("OpenWorks") ("Holder"), at Phoenix, Arizona, the principal sum of _____ U.S. Dollars ($_____), payable in installments as follows:

(A) One Initial installment of _____ Dollars ($_____), without interest, payable on _____, 20____ ; and

(B) _____ (____) successive equal monthly installments of principal, together with interest at the rate of 12% per year accruing on the unpaid principal from and after the date of _____, 20__, each such payment of principal and interest in the amount of _____ Dollars ($_____), with the first such payment to be made on _____, 20__, and the remaining payments to be made on the same day of each succeeding calendar month until all such payments have been made, on which date the entire unpaid balance of principal and interest shall be due and payable.

This Note is made pursuant to that certain Franchise Agreement of even date herewith (unless otherwise specified) by and between Maker and OpenWorks ("Franchise Agreement"). All capitalized terms that are not otherwise defined will have the meaning ascribed to them in the Franchise Agreement.

Principal and interest shall be payable in lawful money of the United States of America. Checks shall constitute payment when collected.

Prepayment in whole or in part may be made at any time without notice or penalty. Holder shall have the right to credit all payments received first against accrued but unpaid interest, then against any unpaid principal payment which is due or in default, and shall thereafter credit the remainder of any payment against the last principal payment(s) due under this Note. Holder shall have the right to offset payments due hereunder against any amounts which are or may become payable from Holder to Maker and such offset will not be deemed a default by Holder of any agreement under which such sums or payment is due. Any changes in the ownership of Maker shall not affect the enforceability of this Note.

Should any installment due hereunder not be paid as it matures, the amount of such installment, which constitutes interest shall bear interest at the same rate as principal.

This Note is secured by a Personal Guaranty executed by the owners of Maker, dated as of the same date of this Note.

A default shall be deemed to have occurred in the event (i) the Maker of this Note shall fail to pay any payment under this Note when due; (ii) the Franchise Agreement between Maker and OpenWorks is terminated; (iii) any Act of Default occurs under the Franchise Agreement (as set forth

in Section 10.2.1 thereof) or any material breach or default by Maker under any other agreement between Maker and OpenWorks or its Affiliates (as defined in the Franchise Agreement), if the default is not cured within the time permitted, if any, under such agreement; (iv) any Maker of this Note becomes bankrupt or insolvent, or dies; (v) a judgment in excess of One Thousand Dollars ($1,000.00) is entered against any Maker and remains unsatisfied for over 30 days; (vi) a levy of attachment, execution or any other process is made against any of the assets of any Maker; (vii) Maker fails to pay, withhold, collect or remit any tax or tax deficiency when assessed or due; (viii) Maker makes a bulk sale or gives notice of an intent to do so; (ix) Maker suspends the conduct of business under the Franchise Agreement; or (x) Holder, at any time in its sole and absolute good faith discretion, believes that Maker's financial condition has become materially impaired or unsatisfactory.

Should a default occur, then the whole sum of principal, and interest thereon which shall then have accrued but which remains unpaid, shall become immediately due and payable at the option of Holder, with default interest on the entire unpaid principal and accrued and unpaid interest from the date of such default until paid at the lesser of (i) the rate of 1% per month, or (ii) the highest rate permitted by applicable commercial usury laws.

It is the intention of the parties hereto to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the United States of America), then, in that event, notwithstanding anything to the contrary in this Note, it is agreed that: (i) the aggregate of all consideration which constitutes interest that is contracted for, taken, reserved, charged or received under this Note shall under no circumstances exceed the maximum amount allowed by such applicable law; (ii) in the event the maturity of this Note is accelerated by reason of an event of default, or in the event of any permitted prepayment, then such consideration that constitutes interest under applicable law may never include more than the maximum amount allowed by such applicable law; (iii) and excess interest, if any, provided for in this Note or otherwise shall be cancelled automatically and, if theretofore paid, shall be credited by Holder on the principal amount of this Note (or, to the extent that the principal amount of this Note shall have been or would thereby be paid in full, refunded by Holder to Maker). The acceleration of the maturity of this Note does not include the acceleration of any interest which has not otherwise accrued on the date of such acceleration, and Holder does not intend to collect any unearned interest in the event of acceleration.

Each Maker waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (i) any "one action" or "anti-deficiency" law or any other law, including without limitation A.R.S. Sections 12-1566, 33-729 and 33-814, which may prevent OpenWorks or Holder from bringing any action, including a claim for deficiency, against Maker, before or after OpenWorks' or Holder's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale or (ii) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness.

Each Maker waives demand, diligence, presentment for payment, protest and notice of demand, protest and nonpayment. Each Maker further agrees that the granting without notice of any extension of time for payment of any sum due hereunder, or under any security agreement, guaranty or other instrument securing this Note, or for the performance of any covenant, condition or agreement hereof or thereof, or the taking or release of other or additional security, shall in no way release or discharge

the liability of any Maker. Each Maker further agrees that this Note shall be enforceable by Holder notwithstanding the existence of any claim or cause of action by Maker against OpenWorks or Holder.

This Note shall be governed by and construed under the laws of the State of Arizona, without giving effect to the application of any Arizona conflict of law rules. Any proceeding brought by Holder against Maker may be brought in Maricopa County, Arizona, and each Maker and endorser hereof waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision. The dispute resolution provisions of the Franchise Agreement, including arbitration, apply to this Note.

The obligations of each of the Makers under this Note are joint and several, and Holder may enforce this Note against all Makers, or any one or more but not necessarily all Makers. In the event Holder is required to file any action, legal or other, to enforce its rights under this Note, Holder shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith.

Time is of the essence of this Note and each and every term and provision hereof. Holder's waiver of a default, or delay or failure to exercise any right upon default, or acceptance of late or partial payments, shall not be a waiver of Holder's rights and shall not impair Holder's rights upon other defaults of the same or a different kind.

Franchisee

_____, a(n)
_____ corporation, limited liability
company, partnership _____

Name:_____ Spouse's Name:_____

Signature:_____ Signature:_____

Name:_____ Spouse's Name:_____

Signature:_____ Signature:_____

Date:_____ Date: _____

Exhibit E

AGREEMENT FOR ACCOUNT ASSIGNMENT OR INCREASE

OpenWorks AGREEMENT
FOR ACCOUNT ASSIGNMENT OR INCREASE

Date this Account Assignment Agreement Is Submitted to Franchisee: _____

Franchisee Information:

Franchisee Name:_____

Address:_____

_____

Telephone Number:_____

Franchise Number:_____

Date Franchise Agreement Signed:_____

Account Information:

Account Name:_____

Office Location:_____

_____

Start Date:_____

Type of Services:_____

Monthly Billing:_____

Account Assignment Status:

OpenWorks hereby offers Franchisee the Facilities Services Agreement with the Account identified above. The offer and acceptance of this Account shall serve to fulfill OpenWorks' obligations in relation to:

☐ *The initial Account Volume to be provided under the Franchise Agreement.*

☐ *The amendment to the Franchise Agreement (Purchase Agreement) dated _____, _____ for your purchase of Additional Accounts.*

☐ Other: _____.

Account Refusal Status:

☐ If this box is checked, you have exercised more than three refusals, and the Account Volume will count toward any Initial Account Volume owed to you.

☐ If this box is checked, this Agreement is for an increase to one of your existing Accounts and you cannot reject it.

Account in Excess of OpenWorks' Obligations and Marketing Fee:

☐ If this box is checked, the monthly volume of this Account, or the increase in this existing Account, exceeds OpenWorks' obligations to provide you with Account volume under the Franchise Agreement or otherwise, and you agree to pay OpenWorks a Marketing Fee in the amount of $_____ at the time you accept this Account.

ACCEPTANCE

I, the undersigned Franchisee (or authorized representative of Franchisee), hereby **ACCEPT** this offer of the Account and agree to faithfully perform all services in connection therewith in accordance with the Maintenance Agreement for the Account, including the work specifications and schedule, and the Manual. I further acknowledge and specifically agree to the terms and conditions set forth in the Franchise Agreement and those printed on the reverse side of this Agreement with respect to this Account.

Date: _____ Signature: _____

Printed Name:

REJECTION

I, the undersigned Franchisee (or authorized representative of Franchisee), hereby **REJECT** this offer of the Account for the following reasons: _____

_____.

I understand that under the terms of the Franchise Agreement (including all amendments thereto), if this Account was offered by OpenWorks in fulfillment of an obligation to provide a specified level of Accounts and I have a right of refusal, OpenWorks may have an additional 30 days to fulfill the obligation.

Date: _____ Signature: _____

Printed Name:

This Agreement for Account Assignment or Increase is not effective until it has been approved and executed by OpenWorks.

APPROVED By: _____ Dated: _____

ADDITIONAL TERMS AND CONDITIONS TO THE AGREEMENT FOR ACCOUNT ASSIGNMENT OR INCREASE

Refusal of an Account. You may refuse up to three separate new Accounts from the initial Account Volume offered by OpenWorks for any reason whatsoever during the term of your Franchise Agreement. However, each refusal of an Account from the initial Account Volume will extend the fulfillment period by an additional 30 days. Thereafter, any Account from the initial Account Volume, which is initially refused by you, will reduce the Account volume OpenWorks is obligated to offer you and may, at OpenWorks' sole discretion, extend the fulfillment period by an additional 30 days. Your refusal of an Account will not relieve you of any payment obligations to OpenWorks, including without limitation your obligations under promissory notes for installments of your initial franchise fee or any Marketing Fee.

Acceptance of an Account. By accepting the Account and signing the front of this Agreement for Account Assignment or Increase, you agree to all of the following terms, which are hereby incorporated in the Agreement by reference:

a) You acknowledge receiving the Maintenance Agreement & customer's service schedule for the assigned Account.

b) You agree to service the Account and comply strictly with the terms of the Maintenance Agreement and customer's service schedule for the assigned Account, all according to the Manual and the standards, procedures and policies established by OpenWorks from time to time.

c) You certify that you have sufficient resources to service the assigned Account, including working capital to purchase all needed supplies and equipment, and to meet all expected payrolls for the first 45 days.

d) You agree to contact the Client at least one time each week during the first four weeks of service to discuss any concerns the Client may have. At the end of the first month of service, and each month thereafter while you are providing service under the assigned Maintenance Agreement, you agree to obtain a written and signed evaluation form the Client and forward a complete copy of the evaluation to OpenWorks.

e) A representative of OpenWorks may inspect the Client's premises from time to time without notice to you to insure that services are being provided in accordance with OpenWorks' standards and the Maintenance Agreement and the customer's service schedule for the assigned Account. If a deficiency is discovered at any time, during an inspection or following a complaint, OpenWorks has the right to correct the deficiency and charge you OpenWorks' current fees for doing so.

f) If any portion of the assigned Account is an Additional Account (additional business in excess of the initial Account Volume or replacement Account volume OpenWorks is required to provide you), then you agree to pay OpenWorks the Marketing Fee stated in the Agreement Account Assignment or Increase.

g) If the Client cancels the assigned Account, or if the assigned Account is transferred at the request of the Client, in either case as a result of your wrongful act, omission or negative attitude, account satisfaction reasons or for any reason that you or your employees could have controlled, or for any violation of the Maintenance Agreement or customer's service schedule, your Franchise Agreement or the Manual, then you must pay any unpaid portion of the Marketing Fee and, at the option of OpenWorks, the entire unpaid amount of the Marketing Fee for the Account shall become immediately due and payable.

h) OpenWorks has made no representations to you about how long the Client will use your services except as expressly stated in the Maintenance Agreement. There is no assurance that the Client will renew or extend the Maintenance Agreement. OpenWorks retains all rights as the contracting party with the Client.

i) If you discontinue services for the assigned Account at any time for any reason, you agree to immediately turn over to OpenWorks the Client's keys, security codes and cards in your possession or the possession of your employees. If you do not do so, you agree to pay OpenWorks all charges assessed by the Client plus $500 a day until the Client's keys, codes and cards are delivered to OpenWorks.

j) The dispute resolution provisions of the Franchise Agreement, including arbitration, apply to this Agreement For Account Assignment or Increase.

Date:_____

Entity Name: _____

Signature:_____

Printed Name:_____

EXHIBIT F

EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is entered into as of _____ by and between O.P.E.N. America, Inc., (hereinafter referred to as "OpenWorks" or "Seller") and _____ (hereinafter referred to as "Buyer").

BUYER & SELLER AGREE AS FOLLOWS:

1. Sale of Equipment. Seller agrees to sell & Buyer agrees to buy the equipment, described on the attached Exhibit "A". Exhibit "A", by this reference, is hereby incorporated in this Agreement and the items referred to therein shall collectively be referred to as the "Equipment."

2. Cost & Payments. The total principal cost to the Buyer for the Equipment shall be _____ ($_____). Buyer shall pay to O.P.E.N. the sum of _____ dollars and _____ cents ($____) per month for _____ consecutive months according to the terms of the attached promissory note (Exhibit "B"), hereby incorporated in to this Agreement. The dispute resolution provisions of the Franchise Agreement between the parties, including arbitration, apply to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first mentioned above.

Seller: O.P.E.N. America, Inc.	Buyer: _____
_____ Signature:	_____ Signature:
_____ Name:	_____ Name:
_____ Title:	_____ Title:
_____ Date:	_____ Date:

EXHIBIT A TO EQUIPMENT PURCHASE AGREEMENT

DESCRIPTION	QTY

EXHIBIT B TO EQUIPMENT PURCHASE AGREEMENT
PROMISSORY NOTE

$_____ Date : _____

For value received, the undersigned ("**Maker**") promises to pay to O.P.E.N. America, Inc. ("**OpenWorks**") or its assignee (each referred to herein as "**Holder**"), at Phoenix, Arizona, the principal sum of _____ dollars and _____ cents ($____), payable in installments as follows:

(A) Twelve (12) successive equal monthly installments of principal and interest at the rate of twelve percent (12%) per year accruing on the unpaid principal, each such payment in the amount of _____ dollars and 00/100 ($ .00), with the first such payment to be made on _____ and the remaining payments to be made on the same day of each succeeding calendar month until all such payments have been made, on which date the entire unpaid balance of principal shall be due and payable.

Principal and interest shall be payable in lawful money of the United States of America. Checks shall constitute payment when collected.

Prepayment in whole or in part may be made at any time without notice or penalty. Holder shall have the right to credit all payments received first against accrued but unpaid interest, then against any unpaid principal payment which is due or in default, and shall thereafter credit the remainder of any payment against the last principal payment(s) due under this Note. Holder shall have the right to offset payments due hereunder against any amounts which are or may become payable from Holder to Maker.

Should any installment due hereunder not be paid as it matures, the amount of such installment which constitutes interest shall bear interest at the same rate as principal.

This Note is secured by a Personal Guaranty executed by the owners of Maker, dated as of as of the same date of this Note.

A default shall be deemed to have occurred in the event (i) the Maker of this Note shall fail to pay any payment under this Note when due; (ii) the Franchise Agreement between Maker and OpenWorks is terminated; (iii) any event of default occurs under the Franchise Agreement or any other agreement between Maker and OpenWorks, if the default is not cured within the time permitted, if any, under such agreement; (iv) any Maker of this Note becomes bankrupt or insolvent, or dies; (v) a judgment in excess of One Thousand Dollars ($1,000.00) is entered against any Maker and remains unsatisfied for over thirty (30) days; (vi) a levy of attachment, execution or any other process is made against any of the assets of any Maker; (vii) Maker fails to pay, withhold, collect or remit any tax or tax deficiency when assessed or due; (viii) Maker makes a bulk sale or gives notice of an intent to do so; (ix) Maker suspends the conduct of business under the Franchise Agreement; or (x) Holder, at any time in its sole and absolute good

faith discretion, believes that Maker's financial condition has become materially impaired or unsatisfactory.

Should a default occur, then the whole sum of principal, and interest thereon which shall then have accrued but which remains unpaid, shall become immediately due and payable at the option of Holder, with default interest on the entire unpaid principal and accrued and unpaid interest from the date of such default until paid at the lesser of (i) the rate of one percent (1%) per month, or (ii) the highest rate permitted by applicable commercial usury laws.

It is the intention of the parties hereto to conform strictly to applicable usury laws. Accordingly, if the transactions contemplated hereby would be usurious under applicable law (including the laws of the United States of America), then, in that event, notwithstanding anything to the contrary in this Note, it is agreed as follows: (i) the aggregate of all consideration which constitutes interest that is contracted for, taken, reserved, charged or received under this Note shall under no circumstances exceed the maximum amount allowed by such applicable law; (ii) in the event the maturity of this Note is accelerated by reason of an event of default, or in the event of any permitted prepayment, then such consideration that constitutes interest under applicable law may never include more than the maximum amount allowed by such applicable law; (iii) and excess interest, if any, provided for in this Note or otherwise shall be cancelled automatically and, if theretofore paid, shall be credited by Holder on the principal amount of this Note (or, to the extent that the principal amount of this Note shall have been or would thereby be paid in full, refunded by Holder to Maker). The acceleration of the maturity of this Note does not include the acceleration of any interest which has not otherwise accrued on the date of such acceleration, and Holder does not intend to collect any unearned interest in the event of acceleration.

Each Maker waives demand, diligence, and presentment for payment, protest and notice of demand, protest and nonpayment. Each Maker further agrees that the granting without notice of any extension of time for payment of any sum due hereunder, or under any security agreement, guaranty or other instrument securing this Note, or for the performance of any covenant, condition or agreement hereof or thereof, or the taking or release of other or additional security, shall in no way release or discharge the liability of any Maker. Each Maker further agrees that this Note shall be enforceable by Holder notwithstanding the existence of any claim or cause of action by Maker against OpenWorks or Holder.

This Note shall be governed by and construed under the laws of the State of Arizona, without giving effect to the application of any Arizona conflict of law rules. Any proceeding brought by Holder against Maker may be brought in Maricopa County, Arizona, and each Maker and endorser hereof waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision. The dispute resolution provisions of the Franchise Agreement between Maker and OpenWorks, including arbitration, apply to this Note.

The obligations of each of the Makers under this Note are joint and several, and Holder may enforce this Note against all Makers, or any one or more but not necessarily all Makers. In the event Holder is required to file any action, legal or other, to enforce its rights under this Note,

Holder shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith.

Time is of the essence of this Note and each and every term and provision hereof. Holder's waiver of a default, or delay or failure to exercise any right upon default, or acceptance of late or partial payments, shall not be a waiver of Holder's rights and shall not impair Holder's rights upon other defaults of the same or a different kind.

Holder may negotiate, sell, assign or transfer all rights and interest in this Note at any time.

Franchisee

_____, a(n) _____ corporation, limited liability company, partnership _____

By:_____
Name:_____
Its:_____

By:_____
Name:_____
Its:_____

PERSONAL GUARANTY OF PURCHASER'S OBLIGATIONS

The undersigned (collectively "**Guarantors**"), hereby personally and unconditionally guaranty the performance and payment of all of Purchaser's obligations, debts and responsibilities arising in connection with this Equipment Purchase Agreement and related Promissory Note. This guaranty is effective irrespective of the Purchaser's financial status and whether or not the Purchaser shall have filed for relief under the United States Bankruptcy Code. Further, Guarantors waive any right to prior notice of default and/or demand for performance. This guaranty shall be in effect until the entire unpaid balance of principal and interest due under the Equipment Purchase Agreement and related Promissory Note shall be paid. The dispute resolution provisions of the Franchise Agreement executed by Purchaser, including arbitration, apply to this Agreement as an obligation of the Purchaser for which Guarantor is personally and unconditionally guarantying.

Date: _____, 20__

Name: _____

Sign: _____

Name: _____

Sign: _____

Date: _____

_____

EXHIBIT G

OPERATIONS AND SAFETY MANUAL FOR FRANCHISE OWNERS
TABLE OF CONTENTS

INTRODUCTION TO OPERATIONS AND SAFETY MANUAL (2 pages)

Part I - Operations Manual for Franchise Owners

Table of Contents (8 pages)
Section 1 Introduction to Open Works (3 pages)
Section 2 The Franchise Success Poral (5 pages)
Section 3 Operating Your Franchise (44 pages)
Section 4 The Process of Cleaning (66 pages)
Section 5 Team Cleaning (7 pages)
Section 6 Cleaning Procedures (31 pages)
Section 7 Servicing Your Accounts (9 pages)
Section 8 Customer Services (32 pages)
Section 9 Human Resources (15 pages)
Section 10 Business Practices Accounting (14 pages)

Part II - Franchise Owner Safety Manual

Table of Contents (2 pages)
Chapter 1 Franchise Safety Manual (16 pages)
Chapter 2 Administering the Program (9 pages)
Chapter 3 Accident Reporting and Investigation (6 pages)
Chapter 4 Hazard Communication Standard (22 pages)
Chapter 5 Bloodborne Pathogens (26 pages)
Chapter 6 Back Safety (13 pages)

TOTAL: 325 PAGES

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

~~**EXHIBIT H**~~

~~**O.P.E.N. AMERICA, INC. DBA OPENWORKS**~~
~~**LIST OF CURRENT FRANCHISEES**~~
~~(As of December 31, 2024)~~

Account Name	Main Phone	Address	State
~~AZ~~AR- ~~Arizona 35~~Arkansas - 1			
DayBoy Hauling LLC	501-454-0497	1053 Skyline Dr Alexander AR 72002	AR
AZ- Arizona - 31			
Montejano Cleanin Services LLC	502-710-4399	3302 W Maryland Ave Phoenix AZ 85017	AZ
Sparkling Spaces Cleaning Services LLC	623-764-9828	18330 N 70th Ave Apt 1138 Glendale AZ 85308	AZ
~~A.T.K. Ventures~~Night Train LLC	~~720-999-1274~~602-741-2254	~~2222 N McQueen Rd Unit #1071~~919 E Paseo Way ~~Chandler,~~Phoenix AZ ~~85225~~85042	AZ
~~We Do It Right by Openworks,~~Platinum Cleaning LLC	323-691-9221	3227 N. 20th Street Phoenix, AZ 85016	AZ
Maximo Janitorial Services LLC	480-540-8215	1915 S 39th St #17 Mesa, AZ 85206	AZ
Dino's Janitorial LLC	602-348-4447	3409 W. Paradise Drive Phoenix, AZ 85029	AZ
The Daily Concepts, LLC	623-628-9409	5741 W. Monona Dr. Glendale, AZ 85308	AZ
CNC Cleaning LLC	602-670-4619	4141 W. Monterey Way Phoenix, AZ 85019	AZ
JES Cleaning, LLC	602-577-3568	11402 E. Weir Avenue Mesa, AZ 85208	AZ
~~W. Kenneth Chaffee~~Superior Sanitary Solutions Inc	480-220-5103	1075 E. Ranch Road Payson, AZ 85541	AZ
T&C Janitorial Services	623-628-2082	351 E Thomas Rd, D403 Phoenix AZ 85012	AZ
Open Cleaning System, LLC	602-679-6607	P.O.Box 353 Buckeye, AZ 85326	AZ
RMM Maintenance Service, LLC	602-582-4833	3223 W Elm Street Phoenix, AZ 85017	AZ

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
RIM Janitorial LLC	602-679-8721	1841 E. Granada Phoenix, AZ 85006	AZ
Platinum Cleaning LLC	623-377-6097	4631 W. Vogel Ave. Glendale, AZ 85302	AZ
MG Diamond Cleaning Services, LLC	623-329-2026	7818 W Hazelwood St Phoenix, AZ 85033	AZ
MLG Cleaning Service	602-332-1563	10759 W. Cambridge Avenue Avondale, AZ 85392	AZ
~~Irmas Cleaning LLC~~Fantastic Products Inc	~~602-989-9145~~510-290-6632	~~2 N 122nd Lane~~4040 E McDowell Rd Ste 211 ~~Avondale,~~Phoenix AZ ~~85323~~85008	AZ
A Fa Cleaning Services LLC	623-226-1045~~— Adrian~~	6228 W. Sierra Vista Dr Glendale, AZ 85031	AZ
Solano Commercial Cleaning LLC	623-277-6180	29755 W Whitton Ave Buckeye, AZ 85396	AZ
LBA Building Solutions, LLC	520-270-8054	2040 W. Silver Grass Place Tucson, AZ 85745	AZ
ADL Janitorial Services, LLC	602-762-7271	2220 E Beardsley Rd, Apt 2090 Phoenix, AZ 85024	AZ
Madrid's Cleaning Service, LLC	602-617-0599	7119 West Osborn Road Phoenix, AZ 85033	AZ
~~AVM Cleaning Service LLC~~	~~602-394-0097~~	~~25579 W. Coles Rd.~~ ~~Buckeye, AZ 85326~~	~~AZ~~
G&P Cleaning Services LLC	520-401-0148	1274 W LaPorte Ln Tucson, AZ 85714	AZ
A1 Janitorial Service LLC	480-600-1030	5757 E. Flossmoor Cir Mesa, AZ 85206	AZ
Doctor Clean 1, LLC	520-977-8574	10062 E. Placita Del Timbre Tucson, AZ 85747	AZ
Diamond Shine LLC	602-434-3873	4350 N. 48th Drive Phoenix, AZ 85031	AZ
~~Wisdom Commercial Cleaning Services~~	~~623-313-5912~~	~~PO Box 23793~~	~~AZ~~

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
~~LLC~~		~~Phoenix, AZ 85063~~	
Gustavo Rodriguez Cleaning Service LLC	623-628-9724	5801 N. 62nd. Drive Glendale, AZ 85301	AZ
~~Aguirre Cleaning Services LLC~~	~~602-384-4631~~	~~1001 N 43rd Ave # 156~~ ~~Phoenix, AZ 85009~~	~~AZ~~
AZ Pro Cleaning LLC	623-204-3227	6740 N 60th Ave Glendale AZ 85308	AZ
J&A Janitorial Services LLC	623-396-9488	11713 Hadley St Avondale AZ 85323	AZ
~~Garcias Cleaning LLC~~	~~928-848-5430~~	~~37533 W Superior Ave~~ ~~Tonopah AZ 85354~~	~~AZ~~
Shine Express LLC	480-781-7154	1017 W Sullican Ave Coolidge AZ 85128	AZ
CA- California ~~50~~ 54			
AMD Janitorial Services LLC	~~(559)223-7401~~559-223-7401	22343 Arnott Drive Chowchilla CA 93610	CA
A&R Cleaning LLC	714-851-2374	1156 Aspen St Corona CA 92879	CA
Aaron's Office Cleaning Service LLC	818-282-6030	29520 Cambridge Ave Castaic CA 91384	CA
Abba Jireh Cleaning Services LLC	~~(818) 818-4129~~818-818-4129	9403 Sylmar Ave #J Panorama City CA 94102	CA
ALG JANITORIAL LLC	619-987-9920	8549 Glenhaven Street B San Diego, CA 92133	CA
~~ICLEAN, LLC~~	~~508-292-6511~~	~~5036 Date Place~~ ~~San Diego, CA 92102~~	~~CA~~
Brothers Alvarado Cleaning Corp	714-606-9817	2233 Franzen Ave, #A Santa Ana, CA 92705	CA
Bella's Cleaning Service	650-600-2878	113 N 24th Street San Jose, CA 95116	CA
Executive Cleaning Solutions LLC	818-747-8622	7623 Desoto Ave	CA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
		Canoga Park, CA 91304	
K & R ASSOCIATION, INC.	510-468-5127	945 Liberty Court Tracy, CA 94576	CA
~~Dayglo LLC~~	~~3232724844~~	~~1511 1/2 Fairfax Ave~~ ~~Los Angeles, CA 90019~~	~~CA~~
~~Corp Cleaning LLC~~	~~909-827-3690~~	~~3053 N. Forest Ave.~~ ~~Rialto, CA 92377~~	~~CA~~
Royal Custodians LLC	510-690-3264	2884 W. Rose St Stockton, CA 95203	CA
~~My Clean Bubbles LLC~~	~~(760)208-8964~~	~~917 South Chester Avenue,~~ ~~Compton, CA 90221~~	~~CA~~
J&D Cleaning LLC	310-946-9700	12048 Downey Ave, Apt S Downey, CA 90242	CA
Clear Cleaning LLC	661-477-0346	2913 Actis Rd Bakersfield, CA 93309	CA
~~Molly Janitorial Service LLC~~	~~323-518-5751~~	~~7017 Fisburn Ave~~ ~~Bell, CA 90201~~	~~CA~~
Badillo Enterprise LLC	510-715-2551	1744 27th Ave, Apt 101 Oakland, CA 94601	CA
B&K Cleaning Services LLC	707-712-2696	2779 Pepper Tree Drive Fairfield, CA 94533	CA
Q & E JANITORIAL SERVICES, INC	661-425-6234	29369 Via Milagro Valencia, CA 91354 United States	CA
Hollister Cleaning Service, LLC	562-547-4054	2727 E Anaheim Street Unit 4267 Long Beach, CA 90804	CA
Jack Rabbit 23 LLC	909-764-4513	2488 Koa Drive Rialto, CA 92377	CA
Melcar JPA, LLC	714-271-1625	15482 Pasadena Ave, Apt. 66 Tustin, CA 92780	CA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
Alikhan, LLC	619-699-5875	6069 Rancho Mission Rd, #202 San Diego, CA 92108	CA
Sparx Cleaning Systems, LLC	510-815-3347	15627 Ronda St, Apt 1 San Lorenzo, CA 94580	CA
Esmeralda's Bay Area Janitorial Services	510-944-4073	1507 28th Ave Apt #11 Oakland, CA 94601	CA
~~PIERSON & JONES CUSTODIAL~~	~~209-637-0933~~	~~1549 Black Oak Dr.~~ ~~Stockton, CA 95207~~	~~CA~~
Xtreme Cleaner Inc	510-648-4945	21823 Princeton Street Hayward, CA 94541	CA
MC Facility Solution, LLC	408-469-9412	752 Vine Street, # 8 San Jose, CA 95110	CA
Blessed Cleaning	415-312-4284	98 Concord Street San Francisco, CA 94112	CA
Angel Touch LLC	925.366.4065	1055 St Raphael Drive Bay Point, CA 94565	CA
Valsa Cleaning Service	510-731-8447	161 Midland Way Danville, CA 94526	CA
M & A Diamond LLC	562-304-0088	716 N. Bullís Road, Apt 12 Compton, CA 90221	CA
M & S Cleaning LLC	626-376-6225	855 Victor Ave, Unit #213 Inglewood, CA 90302	CA
~~Red Cleaning LLC~~	~~562-394-7139~~	~~13514 Bona Vista Lane~~ ~~La Mirada, CA 90638~~	~~CA~~
D.E.D.A Services, Inc.	323-806-1587	8132 Firestone Blvd., Ste 42 Downey, CA 90241	CA
SBA Maintenance	510-857-7102	731 South 3rd St San Jose, CA 95112	CA
Regios Cleaning LLC	619-274-9985	439 Kimball Way National City, CA 91950	CA
American Cleaning Services LLC	562-673-3171	8322 Somerset Ranch Rd, Unit A Paramount, CA 90723	CA
Commercial Quality Cleaning	909-659-3131	797 W Carter Street	CA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
		Rialto, CA 92376	
Pristine Clean Janitorial Services, LLC	661-714-0813	24009 Sag Harbor Court Valencia, CA 91355	CA
Tenger-TC, LLC	510-479-4498	2420 Larkspur Lane Sacramento, CA 95825	CA
Matz Contracts Services Corporation	510-586-7464	4444 Hansen Ave # 133 Fremont, CA 94536	CA
~~Inland Empire Solutions LLC~~	~~760-605-3956~~	~~2575 E Date Palm Paseo, Apt 2113~~ ~~Ontario, CA 91764~~	~~CA~~
Delux Corporation	714-209-8308	1978 Adrienne Dr. Corona, CA 92882	CA
LilJaz Commercial Cleaning LLC	818-472-1801	27609 N Dagmar Wy, Apt 204 Santa Clarita, CA 91387	CA
~~Kryssy and Jazzy~~KRYSSY AND JAZZY LLC	909-525-3431	816 Maria Way ~~Delano, CA 93215~~ Delano CA 93215	CA
ZNP LLC	310-945-8138	1236 W Mauretania St~~.~~ ~~Wilmington CA 90744~~ Wilmington CA 90744	CA
~~White Glove Professionals LLC~~	~~951-206-3237~~	~~124 E Manchester ln~~ ~~San Bernardino CA 92408~~	~~CA~~
Jennifer One Janitorial LLC	510-754-4012	1171 King Loop Tracy CA 95377	CA
All Power Cleaning LLC	951-889-7925	117435 Calle Rio Vista Moreno Valley CA 92551	CA
Apex Cleaning Services - SD LLC	619-715-4104	1233 Granger St Imperial Beach CA 91932	CA
Down 2 Clean LLC	323-379-6061	1053 West 105th St Los Angeles CA 90044	CA
ASE Janitorial Services LLC	209-398-1657	16182 August Ave Dehli CA 95315	CA
KENB Janitorial Services LLC	213-343-6362	1641 Meadow Lane Concord CA 94520	CA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
Ortesa Cleaning Solution LLC	209-637-6444	1171 King Loop Tracy CA 95377	CA
A & Q Cleaning Services LLC	350-226-3571	505 Itasca Ct Modesto CA 95351	CA
ACT Cleaning Services LLC	612-598-8138	7954 Yates Ave N Hazard CA 90063	CA
Strong Deep Clean LLC	925-334-8703	88 The Trees Dr Concord CA 94518	CA
Magic Maintenance Services LLC	323-326-3678	8933 S Hoover St Los Angeles CA 90044	CA
KSD Cleaning Crew LLC	747-344-7653	13800 Sherman Way Nvan Nuys CA 91405	CA
One Cleaning Solution LLC	213-509-4904	2961 W 14th St Los Angeles CA 90006	CA
Luna Cleaning Company	323-244-5456	3296 Minnesota Ave South Gate CA 90280	CA
=	=	=	=
CO - Colorado 6			
All Season Staffing LLC	720-436-2622	4915 E. 100th Dr Thornton, CO 80229	CO
Portugal Cleaning Services, LLC	720-591-9764	3843 S Fraser St Aurora, CO 80014	CO
Next Level Cleaning LLC	303-944-6843	4307 Dearborn Street Denver, CO 80239	CO
~~Western Mobile Detailers~~	~~970-433-8558~~	~~2434 Cortland Ave~~ ~~Grand Junction, CO 81506~~	~~CO~~
Mile High City Cleaning LLC	~~7206094822~~720-609-4822	16310 E Bails Place Aurora, CO 80017	CO
~~Tawakal Cleaning Service,~~Kleenhaus LTD LLC	~~720-499-2929~~520-551-3803	~~5810 Argonne St #A~~23487 E US Highway 50 Pueblo CO 81006	CO
Handle with Care Services dba Shine Bright Cleaning Services LLC	720-338-2091	1312 17th St #1448 Denver~~,~~ CO ~~80249~~80202	CO
~~DC - Washington DC 4~~			

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
DC - Washington DC - 6			
Capital Facility and Commercial Cleaning LLC	202-674-9338	7676 Richmond Hwy, Suite 8251 Alexandria, VA 22306	DC Office
Njinyi And Associates Business Solutions	240-715-5799	9420 Annapolis Rd Ste 311 Lanham, MD 20706	DC Office
Wednesdays Concepts LLC	301-648-0256	5094 Viburnum Ct Indian Head MD 20640	DC Office
Cera Cleaning Services LLC	571-501-0927	3009 Summershade Ct Herndon VA 20171	DC Office
~~FL - Florida – 21~~High Peak USA LLC	240-716-9674	200 Persimmon Court La Plata MD 20664	DC Office
Kleenrose LLC	682-433-6225	11718 Wynnifred Place Glenn Dale MD 20769	DC Office
~~Lynn Cleaning Spot LLC~~**FL - Florida – 22**	~~786-372-5031~~	~~15209 Plantation Oaks Dr Apt 1~~ ~~Tampa FL 33647~~	~~FL~~
Bright Future X LLC	321-297-5204	7773 Moser Ave Windermere, FL 34786	FL
~~John Larry Janitorial & Maintenance Services LLC~~	~~210-887-4741~~	~~3005 Hudson Street~~ ~~Tampa, FL 33605~~	~~FL~~
MCR Brothers Solutions Inc	407-731-0533	561 Lynchfield Ave Altamonte Springs, FL 32714	FL
Jireh Multi Cleaning Services LLC	321-356-6568	229 Slade Court Longwood, FL 32750	FL
Multi Cleaning Services of Orlando Corp	407-948-2352	2794 Falcon Crest Place Lake Mary, FL 32746	FL
~~Covington Cleaning LLC~~	~~786-897-4063~~	~~1898 NW 57th Street~~ ~~Miami, FL 33142~~	~~FL~~
Instantly Spotless Cleaning LLC	~~8136475759~~813-647-5759	15209 Plantation Oaks Drive, Apt 1 Tampa, FL 33647	FL
FAR CLEANING LLC	~~(727)337-1407~~727-337-1407	3541 Palms Crossing Drive, Unit 202, Tampa, FL 33613	FL

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
~~M&L Service Solutions LLC~~	~~813-406-2911~~	~~1800 Candlestick Court~~ ~~Lutz, FL 33559~~	~~FL~~
Panarican Cleaning Company LLC	210-719-0488	171 Minniehaha Circle Haines City, FL 33844	FL
Savo Services, LLC	727-637-3634	1263 84th Ave North Apt B St. Petersberg, FL 33702	FL
Clean With A Sparkle, LLC	813-562-5192	3912 East Powhatan Ave Tampa, FL 33610	FL
Elite Cleaning Plus, LLC	727-239-9085	8885 Christie Drive Largo, FL 33771	FL
Yannia S Cleaning Services Corp	786-370-0116	5405 NW 158th Terrace, Apt 301 Hialeah, FL 33014	FL
Pm profetional service corp	407-952-3407	1504 Gattis Drive Orlando, FL 32825	FL
Santos Building Maintenance Inc	727-403-4665	2013 McMullen Ave Dunedin FL 34698	FL
~~Scrub Dub & Do Cleaning Services LLC~~	~~571-239-0824~~	~~12726 Mangrove Forest Dr~~ ~~Riverview FL 33579~~	~~FL~~
SPARKLE TEAM LLC	656-234-2590	15350 Amberly Dr Tampa FL 33647	FL
~~UNIQUE CLEANING BY M&J LLC~~Fam Sky Cleaners Inc	321-389-2449	~~3046 Castleton~~120 Deer Song Dr ~~Bradenton FL 34208~~	FL
~~Fam Sky Cleaners Inc~~	~~321-389-2449~~	~~120 Deer Song Dr~~ Winter Springs~~,~~ FL 32708	~~FL~~
General Complete Services LLC	407-592-6634	2976 Estill St Deltona FL 32738	FL
All-Pro DK Cleaning Service LLC	727-458-2368	6400 46th Ave Kenneth City FL 33709	FL
A Touch of R&M's Cleaning Services LLC	407-558-8784	2555 Dewitt Dr Titusville FL 32780	FL
Erla's Cleaning Service LLC	458-963-2574	4306 32nd St SW Lehigh Acres FL 33976	FL

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
MCS Janitorial Services LLC	239-462-8421	17122 Tarpon Way North Fort Meyers FL 33917	FL
Tabou Global LLC	904-554-3011	8300 Merril Rd Unit 5304 Tampa FL 33647	FL
PCP Cleaning Inc	754-213-7282	9737 Campi Dr Lake Worth FL 33076	FL
GA - Georgia ~~15~~ 7			
Mirtyl Cleaning Service LLC	678-682-5852	254 Scotland Dr Dallas, GA 30132	GA
RLW Janitorial Service LLC	305-815-6520	3645 Perry Pointe Austell GA 30106	GA
~~FTB HOLDINGS LLC~~	~~404-952-7564~~	~~2406 Sandfall Ct SW~~ ~~Atlanta, GA 30331~~	~~GA~~
~~GA Cleanwerks~~	~~804-943-3633~~	~~159 Samuel Jacob Dr~~ ~~Stockbridge, GA 30281~~	~~GA~~
Okami Collective	470-422-2213	940 Verbena Way Auburn, GA 30011	GA
~~Heavenly Cleaning Service 3D, LLC~~	~~678-768-0758~~	~~848 Ashton Oak Circle~~ ~~Stone Mountain, GA 30083~~	~~GA~~
Coccoloba LLC	734-307-4419	51 Legend Creek Way Douglasville, GA 30134	GA
Freguy Cleaning Services LLC	470-255-6436	1155 Simonton Peak Way Lawrenceville, GA 30045	GA
~~Lewis Julian Group~~JAA Royalty Enterprises LLC	~~678-478-4574~~678-646-7190	~~2133 Lawrenceville-Suwanee Rd, Suite 12-358~~966 Hawthorn Lane ~~Suwanee,~~Grayson GA ~~30024~~30017	GA
~~Complete Cuts ATL~~Verdence Commercial Cleaning LLC	~~347-559-6249~~540-325-2412	~~3030 Saint Andrews~~1781 Bennett Dr ~~Duluth,~~McDonough GA ~~30096~~30253	GA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
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Account Name	Main Phone	Address	State
METRO FIRST CLASS CLEANING LLC	706-616-1027	113 Chestnut Street -	GA
HI - Hawaii - 2		Jonesboro, GA 30236	
MMTAxelgreyson LLC	781-521-6902808-391-6242	2684 Parkway Trail 91-104D Hoomaka St Lithonia, GA 30058Ewa Beach HI 96706	GAHI
Angels Love CleaningKapolei Rhey Cleanings Services LLLPLLC	617-784-4523808-368-1049	62 Creekside Bluff Way 86-237 Leipupu Place Auburn, GA 30011Waianae HI 96792	GAHI
Carter 1 Enterprises	678-499-0829	3355 Lenox Rd, Suite 750	GA
ID - Idaho - 1		Atlanta, GA 30326	
B&T Express Clean, LLCTitan Custodial Group Corp	404-314-4966999-654-7894	5242 Brasswood Drive 350 College St Stone Mountain, GA 30088Idaho Falls ID 83401	GAID
IL - Illinois - 37			
IL - Illinois - 27	-	-	-
Rein Cleaning Services LLC	616-729-4981	1115 Covell NW Grand Rapids MI 49504	IL Office
JM Building Cleaning Services LLC	708-263-7129	8337 NagarragansettNarragansett Ave Burbank IL 60459	IL
Lupesr LLC	630-656-7805	29W231 Greenbriar Lane Warrenville IL 60555	IL
Easy Clean Pros	217-919-5029	2000 State ST Quincy IL 62301	IL
Crystal Services LLC	312-723-9227	8331 Harding Ave Skokie IL 60076	IL
Romans Cleaning Solutions LLC	773-869-2771	4914 W 24th St Cicero IL 60804	IL
Venicia Cleaning Corporation	847-404-8661	4151 Woodlawn Ave Gurnee IL 60031	IL

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
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Account Name	Main Phone	Address	State
~~Ohh Wee Cleaning Solutions LLC~~	~~708-374-2340~~	~~1 E Erie Street, Suite 525 Chicago, IL 60611~~	~~IL~~
All Bright Professional Cleaning LLC	312-404-5825	2610 S Emerald Ave Chicago, IL 60616	IL
Much More Than Cleaning LLC	708-682-5483	9036 W 92nd Place Hickory Hills, IL 60457	IL
MB Maintenance Cleaning Solutions LLC	630-432-9589	7926 S 87th Ct. Justice, IL 60459	IL
Krystal Clean Pro LLC	773-949-7622	2298 W Nichols, Apt C Arlington Heights, IL 60004	IL
Dust N Shine Service LLC	630-344-2453	1576 Gerald Ave Glendale Heights, IL 60139	IL
2 In 1 Cleaning Corporation	331-425-4189	1145 Douglas Ave Aurora, IL 60505	IL
~~R & R Quality Cleaning Inc~~	~~708-224-1529~~	~~14534 S Sherman Ave Posen, IL 60469~~	~~IL~~
~~Jonathan Blair~~	~~-~~	~~2361 S State Street, # S7 Chicago, IL 60616-2007~~	~~IL~~
Superior Cleaning Solutions LLC	312-468-4970	7655 W. 43rd Street Unit #84 Lyons, IL 60534	IL
CH Total Corp	847-414-6717	100 N Milwaukee Ave #201 Wheeling, IL 60090	IL
SHINE TIME LLC	618-558-0359	820 Foxworth Blvd Apt# 108 Lombard, IL 60148	IL
Three of A Kind Cleaning Crew LLC	773-526-2455	1905 N Kenneth Ave Chicago, IL 60639	IL
~~LouFamilyOwnCleaning LLC~~	~~773-598.6034~~	~~519 S. 10th Street Maywood, IL 60153~~	~~IL~~
~~Esther Carmona~~	~~773-678-1374~~	~~3233 W 65th Place~~	~~IL~~

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O.P.E.N. AMERICA, INC. d/b/a Openworks
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Account Name	Main Phone	Address	State
		~~Chicago, IL 60629~~	
Modern Cleaning Service Corp	815-505-7291	2157 Greystone Pl Hoffman Estates, IL 60169	IL
Benys Cleaning Corporation	847-987-0086	35766 North Garrick Ave Waukegan, IL 60085	IL
~~Arispe Cleaning Service LLC~~	~~224-634-7506~~	~~4159 Brentwood Lane~~ ~~Waukegan, IL 60087~~	~~IL~~
~~U Ride Transportation~~URT Logistics LLC	708-717-9596	18217 S Kostner Ave Country Club Hills, IL 60478	IL
Smokin Pretty LLC	708-238-5103	1527 Fowler Ave Evanston, IL 60201	IL
~~KINGS~~KING LEO'S CLEANING COMPANY	847-343-2119	8920 David Place, Apt 2G Des Plaines, IL 60016	IL
Cleaning with a Passion LLC	312-439-1600	16W626 Honeysuckle Rose, Apt16-009 ~~willowbrook~~Willowbrook, IL 60527	IL
NB Professional Cleaning Inc	773-512-7462	2741 W 36th Street Chicago, IL 60632	IL
~~Level Rise LLC~~	~~312-509-1767~~	~~4149 N Maplewood~~ ~~Chicago, IL 60618~~	~~IL~~
Pro-Clean Cleaning Solutions Inc	708-774-5006	11642 S. Ridgeland Ave Worth, IL 60482	IL
Soapies Cleaning Services INC	773-307-2679	4232 West 127th Street Alsip, IL 60803	IL
~~Steve Vorgias Cleaning~~	~~815-321-3815~~	~~737 W Bode Circle, Apt 109~~ ~~Hoffman Estates, IL 60169~~	~~IL~~
~~Europe R&M Perfect Cleaning Co LLC~~	~~224-219-7105~~	~~2831 S Kostner Ave~~ ~~Chicago IL 60623~~	~~IL~~
~~Klean Pro Chicago LLC~~	~~773-307-8001~~	~~1611 S Drake Ave~~ ~~Chicago IL 60623~~	~~IL~~

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Account Name	Main Phone	Address	State
Eco Commercial Cleaning Inc	773-439-0078	2741 W 36th Street Chicago IL 60623	IL
CK Swiftspark LLC	773-681-4619	549 W 74th St Apt 2 Chicago IL 60621	IL
~~KS - Kansas - 8~~			
IN - Indiana - 2			
~~Adroit Building Maintenance Inc~~TJ Pinnacle LLC	~~917-848-9360~~317-969-1390	~~5035 Southridge~~13810 Royal Saddle Dr ~~Roeland park KS 66205~~Carmel IN 46032	~~KS~~IN
All Day Cleaning LLC	816-291-0814	1280 Highland Lake Way Brownsbur IN 46112	IN
KS - Kansas - 6			
A&B Industrial Cleaning LLC	816-878-0635	11424 Palmer Ave Kansas City, KS 64134	KS
Laly's Cleaning Services LLC	913-742-0761	200 S Coy St Kansas City, KS 66101	KS
~~Derrick Chery Services LLC~~	~~816-288-8123~~	~~703 Newton Ave~~ ~~Kansas City, KS 64125~~	~~KS~~
~~JCV Cleaning~~	~~816-730-7608~~	~~1812 S Hedges Ave~~ ~~Independence, MO 64052~~	~~KS Office~~
Clean Up Woman	816-517-7174	P.O. BOX 544 Bluesprings, MO 64013	KS Office
Var City Maintenance, LLC	913-553-7785	PO Box 14685 Lenexa, KS 66285	KS
MBM Janitorial Services LLC	660-734-8032	1104 Avenue E Fort Madison, IA 52627	KS Office
MC Diamond LLC	777-208-4422	25869 61 Street Rd Arkansas City KS 67005	KS
LA - Louisiana - 1			
3KD LLC	785-213-0898	58311 Plaquemine St Baton Rouge LA 70785	LA

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Account Name	Main Phone	Address	State
MA - Massachuetts ~~2~~ 6			
LDL CLEAN LLC	857-413-6458	51 Davis St Revere MA 02151	MA
JB & Family LLC	774-398-9293	149 Thurber Ave Attleboro MA 02151	MA
Tucan Servcies Corp	978-397-8583	123 Cross St Lawrence MA 01841	MA
Multiple Services Dream Inc	742-238-8801	70 South Fuller St Brockton MA 02301	MA
Dream Team Cleaners Inc	617-899-1686	761 Old Randolph St Abington MA 02351	MA
Top 1 Cleaning Service LLC	857-333-4608	21 Leslie St Apt 1 Boston MA 02122	MA
-	-	-	-
MD - Maryland ~~3~~ 4			
Good As New LLC	202-290-6936	6004 Joyce DR Temple Hills, MD 20748	MD
HEALING SAVING REBUILDING WEALTH LLC	301-523-7292	7649 Allendale Cir, Hyattsville, MD 20785	MD
MOVAL Cleaning Services LLC	240-725-2537	10312 Strathmore Hall Street, Apt 406 Rockville, MD 20852	MD
~~**ME - Maine - 1**~~	~~-~~	~~-~~	~~-~~
~~Dove Services~~J & V All Cleaning LLC	~~207-347-0468~~443-850-9691	~~2 Connor Dr~~5215 Brookwood Rd ~~Portland ME 04092~~Baltimore MD 21225	~~ME~~MD
MN - Minnesota ~~20~~ 19			
GIG CLEANING SERVICES LLC	763-321-6261	3829 Larabee Ave N St Michael MN 55376	MN
AK Gloden Cleaners	612-245-6711	1203 37th Ave NE Columbia Heights MN 55421	MN
HMK Cleaning LLC	651-417-2502	7665 Upper 45th Street N Oakdale, MN 55128	MN
Coleman S Cleaning Service LLC	773-807-6946	5639 Girard Ave North Minneapolis, MN 55430	MN

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Account Name	Main Phone	Address	State
~~Wadajir Cleaning Services LLC~~	~~952-239-1082~~	~~17688 Evener Way~~ ~~Eden Prairie, MN 55346~~	~~MN~~
~~Luman Shine LLC~~	~~651-724-4007~~	~~5590 Albert Street~~ ~~Shoreview, MN 55126~~	~~MN~~
BKleen LLC	651-925-6979	1435 York Ave., St. Paul, MN 55106	MN
Twin Cities Finest Cleaning LLC	952-666-9295	1743 Minnehaha Ave. E, St. Paul, MN 55106	MN
ONE Resolution LLC	651-332-4159	4822 Helena Lane North, Apt. 8, St. Paul, MN 55128	MN
Tawakal Cleaning Services LLC	612-245-1059	755 Howell St. North, St. Paul, MN 55104	MN
M. W. T. Homes LLC	763-222-9338	11273 Kentucky Ave N Champlin, MN 55316	MN
Capital Cleaning Services LLC	651-329-9222	760 Evergreen Dr #207 Burnsville, MN 55337	MN
Navendra Laal	651-363-7291	3101 McLeod Street Burnsville, MN 55337	MN
Immaculate Cleaning Services	651-278-9803	309 Birmingham Street, Apt 4 St Paul, MN 55106	MN
True Green Building Maintenance Inc	651-468-5066	882 Sunrise Dr Woodbury, MN 55125	MN
~~BJA Cleaning LLC~~	~~763-360-2423~~	~~14028 Juniper Circle NW~~ ~~Andover, MN 55304~~	~~MN~~
PRO WERKS CLEANING SOLUTION LLC	651-343-6158	42 Ponderosa Trailer Ct Zumbrota MN 55992	MN
City Limits Cleaning LLC	612-396-3690	10013 Evergreen Ct N Brooklyn Park MN 55443	MN
RCA Cleaning Services LLC	651-802-1062	8956 Griggs Ave Circle Pines MN 55014	MN
~~KIDO KLEANING~~Pisas Cleaning Servic LLC	763-237-4711	373 Old Highway Rd Sw New Brighton MN 55112	MN

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Account Name	Main Phone	Address	State
Raumez in Heaven LLC	952-457-0352	7105 164th Street West Rosemount MN 55068	MN
Sanya Cleaning LLC	217-419-3764	1200 15th Street S Sartell MN 56377	MN
MO - Missouri - 2			
Four Corner Maintenance LLC	816-777-8854	13700 E. 55th Terrace Kansas City, MO 64133	MO
C&B Cleaning	816-806-1167	15704 E 2ND ST S Independence, MO 64050	MO
MS - Mississippi - 1			
Reeds Enterprise LLC	662-836-9150	18 Wood Duck Cove Raymond MS 39154	MS
NC - North Carolina - 11			
Wayfinder MP LLC	704-776-0994	304 Planters Way Mount Holly, NC 28120	NC
MJS Cleaning Services LLC	704-201-7139	6919 Providence Square Drive Charlotte, NC 28270	NC
~~Stewart Stewart & Assoc~~	~~215-779-0323~~	~~1001 Grand Sumit Blvd, Apt 1017~~ ~~Concord, NC 28027~~	~~NC~~
A&T Commercial Maintenance Services	912-980-9424	288 Preston Road Mooresville, NC 28117	NC
Legacy General Business Corporation	(980)800-3758	98265 Statesville Road, Charlotte, NC 28269	NC
~~D & D Enterprises and Services~~	~~704-920-0101~~	~~1007 Zephyr Cir~~ ~~Monroe, NC 28110~~	~~NC~~
DG Cleaning & Selective Services	347-915-8224	5800 Potters Trace Rd. Monroe, NC 28110	NC
Sainathbaba	704-439-6761	11802 Carolina Blossom Lane	NC

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Account Name	Main Phone	Address	State
		Pineville, NC 28134	
MN CLEANING SOLUTIONS LLC	980-214-8820	7111 Thorncrown St Charlotte NC 28214	NC
Executive Cleaning Group LLC	973-390-1838	227 CLayton Pointer Dr Clayton NC 27520	NC
Bullz Eye Cleaning Service LLC	640-650-0346	5815 Woodhave SCir Cumberland NC 28311	NC
Yidvek Janitorial Services LLC ~~NJ - New Jersey 10~~	919-417-1111	4085 Weavers Pond Dr Zebulon NC 27597	NC
~~Diors~~Phias Perfections Cleaning ~~Services~~LLC	~~973-876-0652~~347-862-8720	~~1 Vermella Way, Suite 2052~~113 Spinning Ave ~~Union, NJ 07083~~Clayton NC 27520	~~NJ~~NC
NJ - New Jersey - 8			
Waligate Cleaning LLC	267-414-9129	1 Market St, Apt 341 Cameden, NJ 08102	NJ
ILAYA Serv LLC	609-405-6809	1204 Clements Bridge Road, Apt 206 Barrington, NJ 08007	NJ
Riveras Environmental Services LLC	718-664-0566	1 West 182nd Street The Bronx, NY 10453	NJ Office
~~J & Y Unified LLC~~	~~973-573-7683~~	~~142 Jerome Place~~ ~~Bloomfield, NJ 07003~~	~~NJ~~
Springfield Auto Group Inc	718-576-4106	11726 Springfield Blvd Cambria Heights, NY 11411	NJ Office
~~Eastern Cleanings Inc~~	~~646-379-3471~~	~~2096 Coney Island Ave, Apt 2~~ ~~Brooklyn, NY 11223~~	~~NJ Office~~
Ortiz & Co janitorial Services	551-226-1908	2505 Bergenline Ave, Apt #3 Union City, NJ 07087	NJ
A to Z Detail Services LLC	201-589-8482	37 PARK HILL AVE, Bell #2 YONKERS, NY 10701	NJ Office
F & L Special Cleaning Services LLC	856-617-2931	285 Creek Rd Bellmawr NJ 08031	NJ

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Account Name	Main Phone	Address	State
CeeCee Consulting LLC	917-837-6499	369 Berkeley Rd Orange NJ 07050	NJ
NM - New Mexico - 1			
B & M Global Enterprise LLC	813-644-0452	1209 Mountain Rd PL NE Albuquerque NM 33810	NM
NY - New York ~~5~~ 6			
Cleaning Mates LLC	917-405-2391	600 Broadway Suite 600 Albany NY 12207	NY
Dictum Services LLC	347-592-9304	164-42 97th Street Howard Beach, NY 11414	NY
Benchmark Cleaning Inc	917--3741205	80 Van Cortlandt Park S, Apt. A34 Bronx, NY 10463	NY
~~JOHANNA & HUQ CLEANING LLC~~ARJ Cleaning Corp	~~917-963-4193~~631-575-2827	~~2167 Gleason Ave~~259 Nevada St Lindenhurst NY 11757	NY
Evergreen Commercial Cleaning & Facility LLC	347-668-8467	842 Park Place ~~Bronx~~Brooklyn NY ~~10462~~11216	NY
~~Miracle Mops~~WNY Clean Pro LLC	~~518-322-0942~~716-310-7958	~~18 Winchester Pl~~27 Galloway St ~~Loudonville~~Buffalo NY ~~12211~~14208	NY
~~**OR - Oregon - 4**~~			
OH - Ohio - 1			
Todd Cleaning Services	216-224-5480	5831 Kimberly Dr Bedford Heights OH 44146	OH
OK - Oklahoma - 1			
Cleaning Connisseurs LLC	720-708-9079	17803 Ranch Rd Collinsville OK 74021	OK
OR - Oregon - 3			
ELO Cleaning Services	503-732-4502	2410 SE Dove St Portland, OR 97222	OR

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Account Name	Main Phone	Address	State
~~Solutions Contractors Group LLC~~	~~503-381-3579~~	~~3215 NE Broadway Portland, OR 97232~~	~~OR~~
Optimize Facility Management Solutions LLC	971-269-9360	28620 SW Terrene Lane Wilsonville, OR 97070	OR
FAST SOLUTION CLEANING MAINTENANCE, LLC	503-270-1574	8600 SW Schools Ferry Rd, Apt 8 Beaverton, OR 97008	OR
~~PA - Pennsylvania - 27~~			
PA - Pennsylvania - 26			
Horizon Cleaning Company	717-629-1428	97 Lancaster estate Mount Joy PA 17552	PA
Lika Janitorial Services LLC	610-550-6157	3 Lincoln Ave Broomall PA 19008	PA
~~Revision Cleaning LLC~~	~~215-817-5497~~	~~143 Wilde Ave Drexel Hill PA 19026~~	~~PA~~
D and C Cleaning Services LLC	215-609-6301	1115 E Sharpnack Street Philadelphia, PA 19150	PA
~~Doing It The Wright Way LLC~~	~~267-819-4661~~	~~2803 N Woodstock Street Philadelphia, PA 19132~~	~~PA~~
R & K Cleaning Services LLC	267-815-2733	32 Harrison Ave Clifton Heights, PA 19018	PA
Kings Service You LLC	215-292-9151	2310 MORRIS ST PHILADELPHIA, PA 19145	PA
SL Commercial Cleaning LLC	484-862-8362	1117 Crestview Rd. Darby, PA 19023	PA
Print Wit Us LLC	~~2.15208E+13~~215-207-5042	2146 W Nedro Ave Philadelphia, PA 19138	PA
Sinani Superior LLC	267-778-7940	2438 Arthur St Philadelphia, PA 19136	PA
ER&GE LLC	267-406-6433	214 S. Sproul Broomall, PA 19008	PA
Hunter Cleaning Service LLC	(215)520-0622	7302 Boreal Place Philadelphia, PA 19153	PA

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Account Name	Main Phone	Address	State
SIMS TEAM CLEANING LLC	610-653-0083	607 Park Spring Blvd Spring City, PA 19475	PA
JSD Cleaning Services LLC,	610-714-1131	3312 N Phillip Street Philadelphia, PA 19140	PA
Dawns Janitorial Services, LLC	267-570-9776	5000 Woodbine Ave, Apt 306 Philadelphia, PA 19131	PA
Pishkashi LLC	610-550-6140	3314 Rodney Dr Newtown Square, PA 19073	PA
~~IME Cleaning Service~~	~~215-954-8090~~	~~704 Homestead Lane~~ ~~Chadds Ford, PA 19317~~	~~PA~~
Sinan Cleaning Srvcs	484-201-6298	1063 Mosser Rd, P203 Breinigsville, PA 18031	PA
~~ALL Js Cleaning Services Inc~~	~~302-299-9916~~	~~21 Jennings Court~~ ~~New Castle, DE 19720~~	~~PA Office~~
JOYFUL CLEANING SOLUTIONS, LLC	302-419-6362	11 Shawn Lane Bear, DE 19701	PA Office
~~All Star Cleaning Group LLC~~	~~856-353-9794~~	~~118 Williams St~~ ~~Cherry Hill, NJ 08002~~	~~PA Office~~
~~Bdellium Cleaning and Services LLC~~	~~267-356-8449~~	~~6524 Crescentville Rd~~ ~~Philadelphia, PA 19120~~	~~PA~~
~~hallscommercailcleaning~~	~~215-806-1878~~	~~3412 N 5th Street~~ ~~Philadelphia, PA 19140~~	~~PA~~
Bella Special Cleaning LLC	609-287-2477	529 Midway Drive Clementon, NJ 08021	PA Office
Weeclean	856-366-5646	502 Millbridge Road Clementon, NJ 08021	PA Office
~~KL Beyond~~CS Commercial Cleaning LLC	~~267-916-9548~~414-628-4396	~~1305 Gilham~~1413 Glenview St Philadelphia, PA 19111	PA
~~CS Commercial~~Bee Fiore Cleaning LLC	~~414-628-4396~~267-596-6940	~~1413 Glenview~~3320 Tudor St	PA

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Account Name	Main Phone	Address	State
		Philadelphia~~,~~ PA ~~19111~~19136	
Battle Cleaning Service Corp ~~SC - South Carolina 5~~	267-432-0833	5823 Lambert St Philadelphia PA 19138	PA
Three Sisters Cleaning Company	302-647-1632	2807 W 2nd St Wilmington DE 19805	PA Office
~~We.Love.Cleaning~~TANDWFINISHINGTOUCH LLC	~~803-412-1016~~215-833-5907	~~1062 Glenarden Drive~~2447 S Front St ~~Rock Hill, SC 29730~~Philadelphia PA 19148	~~SC~~PA
Brannon Cleaning LLC	484-885-6648	215 Slack Dr Coatesville PA 19320	PA
The Garrett's Clean and Shine LLC	484-274-8609	1007 Alexander Dr Temple PA 19560	PA
TN Cleaning Services LLC	215-410-4161	838 E Ontario St Philadephia PA 19134	PA
SC - South Carolina - 4			
Susies Cleaning Service	980-287-9060	9241 Glenwater Dr, Apt# 219 Charlotte, NC 28262	SC Office
MNS Cleaning LLC	803-984-5356	2148 Wentworth Drive Rock HIll, SC 29732	SC
ANOINTED CLEANING LLC	864-993-7009	405 Fairforest Dr Greenwood SC 29603	SC
Danys Services LLC	432-258-8861	1382 Trailmore Dr Charleston SC 29407	SC
~~**TN - Tennessee 4**~~			
~~Whitson Professional Services LLC~~	~~615-483-6813~~	~~3795 Pin Hook Rd~~	~~TN~~
TN - Tennessee - 2		~~Anitoch TN 37212~~	
~~Jay's Janitorial Services LLC~~	~~615-601-5986~~	~~5800 River Rd Apt 224~~ ~~Nashville TN 37209~~	~~TN~~
Clean Connects LLC	470-439-8060	8075 Sawyer Brown Rd, Apt 1405	TN

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Account Name	Main Phone	Address	State
		Nashville, TN 37221	
United Commercial Cleaning Service LLC	931-338-2753	115 La Plaza Dr Hendersonville, TN 37075	TN
~~TX - Texas 61~~			
TX - Texas - 64			
Peachy Clean Cleaning Services LLC	909-568-5902	553 E Granada Ct OntarionCA 91764	TX
C&S Djan LLC	214-995-5800	2844 Ector Drive Grand Prairie, TX 75052	TX
Sparkclean Commercial Services	281-900-1163	5555 Gasmer Dr Apt 128 Houston TX 770353	TX
Safa Transport	929-434-2822	2719 Pease Dr Forney TX 75126	TX
Damy Business Company LLC	281-254-9004	16406 Bohnhof St Unit C Houston TX 77070	TX
SBA Global Services	972-834-1507	1137 Taylor Lane Lewisville TX 75077	TX
~~AXOUM-MTB LLC~~	~~817-298-8998~~	~~8304 Mule Deer Run~~ ~~Fort Worth TX 76179~~	~~TX~~
~~RJRM Morales Inc~~	~~817-726-7819~~	~~5704 Homestead Rd~~ ~~Arlington TX 76017~~	~~TX~~
FRP Services LLC	832-955-9160	29011 Pinnacle Ridge Dr Katy TX 77494	TX
F Three Consolidated LLC	469-732-2482	4424 Cascade Falls Ct Royse City TX 75189	TX
Makzi Clean LLC	469-988-8575	9001 Markville Dr Dallas TX 75243	TX
SantoWorld LLC	314-717-6902	1900 Pacific Ave Dallas TX 75201	TX
Ryza LLC	682-234-5642	8217 Milo Fields Lane McKinney TX 75071	TX
Zaynes Contempory LLC	703-389-7119	1800 Coopers Hawk Dr Arlington TX 76005	TX

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Account Name	Main Phone	Address	State
C & E Building Maintenance LLC	281-433-5821	7602 Japonica St Houston TX 77012	TX
Integrity Professional Maintenance	713-298-9957	10708 Lane St Houston TX 770029	TX
RGC Global Services LLC	832-537-5951	3300 Sage Road, Apt 5203 Houston, TX 77056	TX
Axum LLC	214-881-2591	653 Clearwood Dr Richardson, TX 75081	TX
Laurianne Group Investment Cleaning LLC	682-477-1945	8359 Harwood Rd, Apt 1033 North Richland Hills, TX 76180	TX
MM Clean LLC	682-477-7850	5503 Edmonds Drive, Apt 1010 Ft Worth, TX 76244	TX
Get Right Cleaning Service LLC	314-941-0070	1290 Monterrey Blvd Euless, TX 76040	TX
SIMS Integrated Services LLC	832-759-7628	6019 Kolle Dr Rosenburg TX 77471	TX
Bowmans Commercial Cleaning LLC	713-884-0201	5014 McDermott Drive Houston, TX 77032	TX
Always Clean Professional Cleaning Services LLC	512-822-2826	13713 Primrose Petal Dr. Manor, TX 75653	TX
FDR Enterprise Inc	786-813-3766	1002 Wooded Creek Dr Cedar Hill TX 75104	TX
~~Beauty Within Me LLC~~	~~630-747-9348~~	~~2901 Ridgeview Dr, #221 Plano, TX 75025~~	~~TX~~
DE LA ROSA CLEANING	214-603-5040	668 Moss Rose Court Dallas, TX 75217	TX
J & J Commercial Cleaning LLC	210-439-4992	P O Box 160072 San Antonio, TX 78280	TX
Grazette Quality Cleaning Inc	469-335-4624	PO Box 182081 Arlington, TX 76018	TX
Oak Cliff Professional Services, Inc.	214-796-9930	1424 Sylvan Ave Dallas, TX 75208	TX

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Account Name	Main Phone	Address	State
~~H T A LLC~~	~~210-799-1015~~	~~6623 Babcock Rd, #922~~ ~~San Antonio, TX 78249~~	~~TX~~
Ferdinand Swans Services	469-810-8383	10928 Audelia Road, Apt 1711 Dallas, TX 75243	TX
J & V Janitorial LLC	817-829-1113	PO Box 202895 Arlington, TX 76006	TX
Cardozo Building Maintenance Solution, LLC	469-571-4847	2000 Sycamore Drive Mesquite, TX 75149	TX
Seloda LLC	972-330-7760	620 Anglewood Drive Richardson, TX 75081 USA	TX
Ultra Janitorial Services, LLC	469-288-1558	10920 Spring Tree Drive Balch Springs, TX 75180	TX
Angels Cleaning Satx LLC	210-818-2567	3206 Ruidosa Ridge San Antonio, TX 78259	TX
Cooper & Scott Enterprise, LLC	832-725-4763	7909 S. Sam Houston Pkwy E, #334 Houston, TX 77075	TX
DENISE CLEANING SERVICES, LLC	720-597-1804	9405 Quintero ST Commerce City CO 80022	TX Office
Texas Best Cleaning Service LLC	214-605-5068	1709 Indian School Road Garland, TX 75044	TX
A&R Janitorial Service Co	817-914-1767	8609 Chelan Way Ft Worth, TX 76244	TX
PURE HORIZONS LLC	214-909-6386	8322 Reva Street Dallas, TX 75227	TX
Green Gardens LLC	214-957-6666	2705 Gull Lake Dr Piano, TX 75025	TX
Crystal Clean Services LLC	361 935 9611	253 Superior St Victoria, TX 77905	TX
R & E Building Service LLC	817-703-3467	1013 Receda Court Fort Worth, TX 76131	TX
RR2 Com LLC	7082520195	9900 Adleta Blvd, Apt 527 Dallas, TX 75243	TX
Javell Integrated LLC	6825646935	4408 Cascade Falls Court	TX

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
		Royse City, TX 75189	
T Martin Enterprises Inc	8176577865	827 W Lynn Creek Drive Arlington, TX 76001	TX
~~2LA Enterprises LLC~~	~~832-202-5481~~	~~1510 Caywood Ln, Unit A~~ ~~Houston, TX 77055~~	~~TX~~
We Clean Everything, LLC	510-401-7051	4355 N. Garland Ave., #3103 Garland, TX 75040	TX
~~CruzCleaners, LLC~~	~~817-937-3188~~	~~156 Kulmbacher Dr.~~ ~~Austin, TX 78728~~	~~TX~~
Eco-Clean Service Co	817-500-1975	5121 Cloyce Ct North Richland Hills TX 76180	TX
D-Town Commercial Cleaning LLC	214-382-8003	1709 Indian School Road Dallas TX 75044	TX
Melian LLC	682-265-0397	9109 Highland Orchard Dr Fort Worth TX 76179	TX
Kalala Progress LLC	817-323-6283	1813 Shaila Dr Mansfield TX 76063	TX
Landrums Spotless Cleaning LLC	651-391-5144	935 Streamway Dr Fort Worth, TX 76131	TX
The Dirt Diva Construction Cleanup and Janitorial Service LLC	504-460-0877	74 Pinehurst Dr New Orleans TX 70131	TX
Dust Bunny Janitorial Services LLC	228-271-2035	1427 Hwy 90 Gautier MS 39553	TX Office
~~OzConn Cleaning Services LLC~~	~~484-350-9952~~	~~200 Water Dt Apt 14101~~ ~~Webster TX 77598~~	~~TX~~
HiSoar LLC	617-785-5095	7715 Collina Landing Trail Richmond TX 77407	TX
Boom Boom Cleaners LLC	917-386-7808	410 E Locust St San Antonio TX 78212	TX
D-Lyte Services LLC	304-216-4577	5500 Cookstown Lane Crowley TX 76036	TX
Rich Bell LLC	469-427-3426	1675 W Campbell Rd Garland TX 75201	TX

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
Oxford Clinical Research LLC	832-202-9606	7714 Unicorn Clubtail Fulshear TX 77441	TX
Oritsela Limited Liability Company	281-896-7145	5520 Yaupon Dr Arlington TX 76018	TX
Home to the World Cleaning Services LLC	945-287-5440	100 W Interstate Hwy 635 Irving TX 75039	TX
Mrs. Minette Cleaning Services LLC	704-901-5688	9524 Mountain Mint Dr Fort Worth TX 76131	TX
Jako Cares LLC	682-556-7892	8403 Shining Waters Lanes Arlington TX 76002	TX
ABNAMARIE TWIN LLC	513-200-8183	1319 Iron Horse St Wylie TX 75098	TX
Sunrise Cleans LLC	832-679-1182	10914 Providence Ct Missouri City TX 77459	TX
Grinds Elite LLC	409-351-1802	4550 N Braeswood Blvd Houston TX 77096	TX
UT - Utah - 1			
Ruales Maintenance LLC	801-687-3000	344 South 50 Orem UT	UT
VA - Virginia - 3			
Ruksana Perveen RUKS0001 Meftah Solutions LLC	703-855-1605	9025 Andromeda Dr Burke, VA 22015	VA
Ullrich's Cleaning Services	540-372-0961	708 Interstate Business Park Fredericksburg, VA 22405	VA
Sherrod Janitorial & Flooring Team LLC	540-257-4044	13049 Taverner Loop Woodbridge VA 22192	VA
~~WA - Washington 79~~			
WA - Washington - 73			
QuiQua Plus LLC	305-336-8458	4500 Harbor Pointe Blvd, Apt 822 Mukilteo, WA 98275	WA
Immaculate Cleaning Services LLC	206-853-4757	4021 152nd Place SE Bothell, WA 98012	WA
Joey's Services LLC	253-880-5861	2148 Noble Court Southeast, Apt A	WA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
		Auburn, WA 98092	
Cortez Cleaning Services LLC	360-761-8969	21829 31st Ave S #4 Des Moines, WA 98198	WA
Butterfly Cleaning	206-851-4016	425 S 156th Street, Apt 205A Burien, WA 98148	WA
Huwayda Al Masri LLC	206-209-7797	16718 Juanita Dr NE, Unit #A1 Kenmore, WA 98028	WA
~~SP Birak Corporation~~	~~360-393-8203~~	~~3315 97th Drive SE~~ ~~Lake Stevens, WA 98258~~	~~WA~~
C&A COMMERCIAL RESIDENTIAL CLEANING SERVICES LLC	908-966-2647	8712 Hamlet Ave South Seattle, WA 98118	WA
ANSS Corp	206-280-3404	33232 45th Way South Federal Way, WA 98001	WA
M&R Cleaning Maintenance LLC	253-426-5921	10545 SE 238th Street, Apt. #10 Kent, WA 98031	WA
Gadie Company LLC	206-460-2848	21402 48th Ave West, Apt F202 Montlake Terrace, WA 98043	WA
Ermias Tarekegn, LLC	206-619-6349	15215 29th Ave W Lynnwood, WA 98087	WA
Luciernaga Janitorial Services	425-698-0497	14235 SE 4th Street, Apt C Bellevue, WA 98007	WA
Green Miles Building Services Inc	604-250-8805	19613 37th Dr SE Bothell, WA 98012	WA
Gonzales Janitorial Services LLC	425-221-2812	3811 NE 3rd Ct, Apt J301 Renton, WA 98056	WA
Amna Cleaning Service, LLC	425-800-9322	1608 149th Pl. SE, Apt # 3 Bellevue, WA 98007	WA
Jah Janitorial LLC	425-301-3410	3515 NE 12th St Renton, WA 98056	WA
Jana's Janitorial Solutions, LLC	253-709-5256	23240 88th Street Apt R102 Kent, WA 98031	WA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
~~Song Cleaning Services LLC~~	~~206-708-0694~~	~~7707 233rd PL SW~~ ~~Edmonds, WA 98026~~	~~WA~~
Alexander Janitorial Services, LLC	253-625-3473	6421 163rd St Ct East Puyallup, WA 98375	WA
Chris Cleaning LLC	206-786-2831	12944 NE 136th Place Kirkland, WA 98034	WA
Crazy Clean Services LLC	206-786-2830	12944 NE 136th PL Kirkland, WA 98034	WA
Biggest Solutions LLC	360-451-7705	5525 College Glen Loop SE, Apt C-203 Lacey, WA 98503	WA
AIveda Sparkling Clean	253-221-1061	5001 NE 7th Place Renton, WA 98059	WA
RJ Cleaning LLC	425-344-3966	8104 Beverly Blvd Everett, WA 98203	WA
Helios Cleaning LLC	425-829-6745	650 Duvall Ave. NE, Apt. P12-32 Renton, WA 98059	WA
Puget Sound Janitorial LLC	206-856-8484	22122 111th Pl SE Kent, WA 98031	WA
Ananda Pro Clean LLC	206-460-3821	2508 S 286th, Apt D Seattle, WA 98003	WA
CHINGUN, LLC	206-669-2561	19414 Aurora Ave N, Apt 204 Shoreline, WA 98133	WA
Alvarados Cleaning Services LLC	425-343-6402	213 Portage Ave Granite Falls, WA 98252	WA
Cusiana BM, LLC	425-443-5494	3435 Auburn Way, Apt. A20 Auburn, WA 98092	WA
J & M Cleaning, LLC	206-356-6116	4507 44 St NE Tacoma, WA 98422	WA
Core Cleaning LLC	425-399-3148	16821 113th Ave SE Renton, WA 98055	WA
~~SantaMarina Crew LLC~~	~~253-709-7481~~	~~14912 127th Avenue E~~ ~~Puyallup, WA 98374~~	~~WA~~

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O.P.E.N. AMERICA, INC. d/b/a Openworks
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As of December 31, 2025

Account Name	Main Phone	Address	State
Evergreen Quality Services	253-266-8129	30107 2nd Place SW Federal Way, WA 98023	WA
~~Andy N Janitorial Service LLC~~	~~206-242-1453~~	~~6746 38th Ave S~~ ~~Seattle, WA 98118~~	~~WA~~
~~Blue Sapphire Services LLC~~	~~253-359-3015~~	~~4621 S 300th Place~~ ~~Auburn, WA 98001~~	~~WA~~
Emerald Cleaners LLC	206-676-2210	824 S 177th Pl Burien, WA 98148	WA
Andrea Plata-Dimas Very Professional Cleaning LLC	650-996-9416	37 Newaukum Golf Dr Chehalis, WA 98532	WA
CDF Corporation	206-619-4924	10502 124th Avenue NE Kirkland, WA 98033	WA
C-4 YOU LLC	425-891-4419	3810 S. Angel Place Seattle, WA 98118	WA
THANH LOI, LLC	253-310-3776	1001 E 35th Street Tacoma, WA 98904	WA
Green Cleaning Solutions LLC	206-271-4726	7605 156th St SE Snohomish, WA 98296	WA
Angels Janitorial LLC	253-261-9430	23816 100th Ave SE, Apt 42 Kent, WA 98031	WA
ARY Cleaning Services LLC	425-761-1257	12814 15th Place W Everett, WA 98204	WA
Adriana Ruben Service LLC	206-231-7033	5613 E N Street Tacoma, WA 98404	WA
KOALSTAR CLEANING LLC	253-886-9407	1313 E 43rd St Tacoma, WA 98445	WA
Easy Clean LLC	253-414-2980	116 165th St S. Spanaway, WA 98387	WA
Sparkling Janitorial Services LLC	425-953-0633	627 166th Ave NE Bellevue, WA 98008	WA
Lil Anna Cleaning Service	425-220-4450	726 93rd Street SE Everett, WA 98208	WA
Immaculate Cleaning Services, LLC	(206) 351-8540	28391 34th Ln S	WA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
		Auburn, WA 98001	
~~JSM Cleaning Systems LLC~~	~~253-259-7326~~	~~14912 127th Ave East~~ ~~Puyallup, WA 98374~~	~~WA~~
Vallery & Cummings LLC	425-638-2191	14819 Cascadian Way Lynnwood, WA 98087	WA
~~TESFA CLEANING SERVICE LIMITED LIABILITY COMPANY, LLC~~	~~206-465-7620~~	~~2205 NE 198th Court~~ ~~Shoreline, WA 98155~~	~~WA~~
Masis Cleaning, LLC	206-510-8575	22799 26th Ave S Des Moines, WA 98198	WA
ECOEUROCLEAN LLC	206-658-5077	3000 Royal Dr SE, Apt #22C	WA
~~JSM Cleaning Systems LLC~~ ~~Govea LLC~~	~~253-259-7326~~ ~~360-723-8537~~	Renton, WA 98058	~~WA~~ ~~WA~~
Govea LLC	360-723-8537	3816 12th Ave SE, #203	WA
~~Vallery & Cummings LLC~~ ~~All in One Commercial Building Maint, LLC~~	~~425-638-2191~~ ~~425-802-8417~~	Lacey, WA 98503	~~WA~~ ~~WA~~
All in One Commercial Building Maint, LLC	425-802-8417	536 Burnett Ave	WA
~~TESFA CLEANING SERVICE LIMITED LIABILITY COMPANY, LLC~~ ~~Green Apple Service LLC Welman Alfaro~~	~~206-465-7620~~ ~~253-719-2068~~	WA 98057	~~WA~~ ~~WA~~
Green Apple Service LLC Welman Alfaro	253-719-2068	1205 B SW 360th Street	WA
~~Masis Cleaning, LLC~~ ~~ZY Services LLC~~	~~206-510-8575~~ ~~425-482-6085~~	Federal Way, WA 98023	~~WA~~ ~~WA~~
ZY Services LLC	425-482-6085	19520 6th Drive SE	WA
~~ECOEUROCLEAN LLC~~ ~~BH Services LLC~~	~~206-658-5077~~ ~~425-359-8051~~	Bothell, WA 98012	~~WA~~ ~~WA~~
BH Services LLC	425-359-8051	13014 42nd Avenue SE Everett, WA 98208	WA
Julia's Cleaning LLC	620-803-9996	1805 186th Place SE. Apt E304	WA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
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As of December 31, 2025

Account Name	Main Phone	Address	State
		Bothell, WA 98012	
Seattle's Pro Cleaning	509-831-9707	1215 Dexter Ave., Apt. 204 Seattle, WA 98052	WA
AJM Cleaning Services LLC	360-649-7780	7410 Old Military Rd. #37 Bremerton, WA 98311	WA
Rainier Commercial Cleaning LLC	253-217-0475	307 Butte Ave. Pacific, WA 98047	WA
~~CM Enterprice LLC~~	~~(360)631-3082~~	~~18416 Champions Drive~~ ~~Arlington, WA 98223~~	~~WA~~
Echewa Cleaning Services LLC	206-946-5092	824 16th St NW Puyallup WA 98371	WA
~~Extreme Commercial Cleaning & Industrial Solutions LLC~~	~~253-259-1073~~	~~12724 Lake City Way NE~~ ~~Seattle WA 98125~~	~~WA~~
Hambira Commercial Cleaning LLC	425-286-4772	12617 108th Ave NE Arlington WA 98117	WA
Swiftpro Commercial Cleaning, LLC	253-951-0250	307 Butte Ave S Pacific WA 98047	WA
Gappy's Cleaning Service LLC	425-309-3344	11802 4th Ave West Everett WA 98204	WA
PNW Specialty Cleaning Services LLC	425-599-5189	11225 19th Ave SE Evertt WA 98208	WA
A&F Ferrari LLC	253-350-6212	1935 S 37th Place Federal Way, WA 98023	WA
Full Cleaning Services LLC	206-741-6673	17716 Bothell Evertt Hwy Bothell, WA 98012	WA
Capitol Hill 2023 LLC	206-631-0058	1220 NE 143rd St Seattle WA 8125	WA
KC Shine Services LLC	206-434-6307	20028 98th Place S Kent WA 98031	WA
Advance House Cleaning Inc	425-361-3339	12605 E Gibson Rd Evertt WA 98208	WA
~~Kairos Commercial Cleaning~~Bright Janitor Services LLC	~~206-369-1904~~425-919-9479	~~10005 1st Place W~~12837 SE 208th St ~~Everett~~Kent WA ~~98204~~ 98031	WA

EXHIBIT H
O.P.E.N. AMERICA, INC. d/b/a Openworks
CURRENT FRANCHISEES
As of December 31, 2025

Account Name	Main Phone	Address	State
Sweetnichecleaning LLC	503-726-6780	14600 NE 38th St #1064 Bellvue WA 98007	WA
RenMor LLC	253-329-9189	34816 1st Ave S Federal Way WA 98033	WA
GRK Carpet & Flooring LLC	253-266-3648	827 W Valley Hwy 75 Kent WA 98032	WA
~~Thomas Cleaning Service~~2Busy2Clean LLC	~~206-639-3815~~509-985-4112	~~9442 South K St~~500 Hall Rd ~~Tacoma~~Yakima WA ~~98444~~98908	WA

EXHIBIT I
O.P.E.N AMERICA, INC. d/b/a OPENWORKS
FORMER FRANCHISEE EXHIBIT
(January 1, 2025 to December 31, 2025)

~~**EXHIBIT I**~~

~~**O.P.E.N. AMERICA, INC. DBA OPENWORKS**~~
~~**LIST OF FORMER FRANCHISEES**~~
~~(January 1, 2024 to December 31, 2024)~~

Account Name	Main Phone	Address	State
AZ – Arizona – 6			
~~**AL- Alabama - 2**~~			
~~Brown Management Company LLC~~	~~205-503.2631~~	~~6254 South Clubview Circle Bessemer AL 77612~~	~~AL~~
~~Southeast Rail Industrial Environmental Services LLC~~	~~229-938-5261~~	~~101 Ann Street #17~~ ~~Auburn, AL 36832~~	~~AL~~
~~**AZ – Arizona – 22**~~			
A~~ & B Cleaning Services,~~.T.K. Ventures LLC	~~623-205-4833~~720-999-1274	~~7689 W Lamar~~2222 N McQueen Rd Unit #1071 ~~Glendale~~Chandler, AZ ~~85303~~85225	AZ
~~AGN Group, Inc.~~Irmas Cleaning LLC	~~623-332-4613~~602-989-9145	~~P.O. BOX 12289~~2 N 122nd Lane ~~Glendale~~Avondale, AZ ~~85318-2289~~85323	AZ
~~AZ Pro~~Wisdom Commercial Cleaning Services~~,~~ LLC	~~480-285-6837~~623-313-5912	~~8902 W. Mackenzie Drive~~PO Box 23793 Phoenix, AZ ~~85037~~85063	AZ
~~BIGE CLEANERS LLC~~	~~480-616-8032~~	~~6809 W. Brown St.~~ ~~Peoria, AZ 85345~~	~~AZ~~
~~Del Building Maintenance LLC~~	~~602-680-9826~~	~~16486 W La Ventilla Way~~ ~~Goodyear, AZ 85338~~	~~AZ~~
~~Sarah Abawage MAHA0001~~ ~~Sifan Maintenance Service, LLC~~	~~480-401-8517~~	~~460 S Temple St~~ ~~Mesa, AZ 85204~~	~~AZ~~
~~Lara, Norma LARN0001~~Garcias Cleaning LLC ~~Tony's Maintenance LLC~~	~~602-481-7851~~928-848-5430	~~924 S. 28th~~37533 W Superior Ave ~~Phoenix,~~Tonopah AZ ~~85009~~85354	AZ
~~Maria de Jesus Meza de Contreras MARI0008~~Aguirre Cleaning Services LLC	~~623-219-3764~~602-384-4631	~~200~~1001 N ~~5th Street~~43rd Ave # 156	AZ
~~Meza Cleaning Services~~		~~Avondale, AZ 85323~~	
~~Dust Free Cleaning Service, LLC~~	~~602-505-6981~~	~~16175 W. Tonto St.~~ ~~Goodyear, AZ 85338~~	~~AZ~~
~~Espiridion Morales~~	~~602-689-2831~~	~~12563 W Fairmount Ave~~ ~~Avondale, AZ 85392~~	~~AZ~~

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O.P.E.N AMERICA, INC. d/b/a OPENWORKS
FORMER FRANCHISEE EXHIBIT
(January 1, 2025 to December 31, 2025)

Account Name	Main Phone	Address	State
~~Hirko Jira HIRK0001~~ ~~H. B. J. General Work Business, LLC~~	~~602-596-2223~~	~~1725 W Glendale Ave, Apt 1093~~ ~~Phoenix, AZ 85021~~	~~AZ~~
~~Julie L. Tanner~~	~~480-759-4884~~	~~4102 E. Ray Rd. #1005~~	~~AZ~~
		Phoenix, AZ ~~8504~~85009	
~~Keepin It Clean Janitorial~~AVM Cleaning Service LLC	~~602-544-6480~~602-394-0097	~~1728 E Atlanta Ave~~25579 W. Coles Rd.	AZ
		~~Phoenix AZ 85040~~	
~~LA HART GENERAL MAINTENANCE~~	~~480-868-3419~~	~~1550 N Stapley Dr, Unit 30~~ ~~Mesa, AZ 85203~~	~~AZ~~
~~MasterCleanAZ LLC~~	~~623-694-8682~~	~~14847 W Jenan Dr~~ ~~Surprise AZ 85379~~	~~AZ~~
~~New Era Janitorial Services LLC~~	~~480-925-6919~~	~~13015 W Rancho Santa Fe Blvd,~~ ~~Apt#3117~~ ~~Avondale, AZ 85392~~	~~AZ~~
~~NI Cleaning LLC~~	~~602-472-9392~~	~~1205 W Catherine Ave~~	~~AZ~~
		~~Phoenix~~Buckeye, AZ ~~8504~~85326	
~~Nickey Smith SMIT0003~~	~~562-274-1077~~	~~3691 W Chicago St~~ ~~Chandler, AZ 85226~~	~~AZ~~
~~Troy Jenkins TROY0002~~	~~480-313-3442~~	~~44356 W Yucca Lane~~ ~~Maricopa, AZ 85138~~	~~AZ~~
~~Sunset Janitorial Service LLC~~	~~480-428-9658~~	~~3742 W Goldmine Mountain Drive~~ ~~Queen Creek, AZ 85142~~	~~AZ~~
~~Total Cleaning Solutions~~	~~602-909-2863~~	~~5304 N. 106th Avenue~~ ~~Glendale, AZ 85307~~	~~AZ~~
~~USA Carpet & Upholstery Cleaning Inc~~ ~~DVOM0851~~	~~480-250-0129~~	~~6405 W. Del Rio~~ ~~Chandler, AZ 85226~~	~~AZ~~
CA- California - ~~29~~9			
~~A+ JANITORIAL,~~Red Cleaning LLC	~~909-450-4514~~562-394-7139	~~2419 Charlotte Ave~~13514 Bona Vista Lane	CA
		~~Rosemead, CA 91770~~	
~~C & C Cleaning Services LLC~~	~~323-828-5150~~	~~2648 W Ball RD #121~~	~~CA~~
		~~Anaheim~~La Mirada, CA ~~92804~~90638	
~~Caraveo Cleaning Solution LLC~~	~~415-261-5694~~	~~150 Font Boulevard 12 K~~ ~~San Francisco, CA 94132~~	~~CA~~
~~Chavilas Janitorial Services LLC~~	~~323-877-5873~~	~~2802 S. Hobart Blvd~~ ~~Los Angeles, CA 90018~~	~~CA~~

EXHIBIT I
O.P.E.N AMERICA, INC. d/b/a OPENWORKS
FORMER FRANCHISEE EXHIBIT
(January 1, 2025 to December 31, 2025)

Account Name	Main Phone	Address	State
Clean My Space LLC	661-755-8490	27943 Seco Canyon Rd Ste 406 Santa Clarita CA 91350	CA
Clear Touch Disinfectant Service LLC	(619)985-0876	106 Royal Oak Drive, San Diego, CA 92114	CA
D&K Janitorial Services, Inc.PIERSON & JONES CUSTODIAL	818-437-9018209-637-0933	221 N Huntington St1549 Black Oak Dr. San FernandoStockton, CA 9134095207	CA
Daily Clean,Inland Empire Solutions LLC	818-321-0463760-605-3956	14430 Carlsbad Street 2575 E Date Palm Paseo, Apt 2113 SylmarOntario, CA 9134291764	CA
Eco-Green Works LLC	602-512-5388	176 Santa Clara Dr Danville, CA 94526	CA
ENTREPRENEUR GLORIA BDayglo LLC	562-712-5732323-272-4844	4067 Hardwick1511 1/2 Fairfax Ave, # 355 Lakewood, CA 90712	CA
Galvaz Cleaning	831-277-9220	113 Chestnut Lane Hollister, CA 95023	CA
Gomez Enterprises LLC	323-428-1193	229 Park Paseo Lane, Unit D Los Angeles, CA 9003390019	CA
HAWTHORNE BUSINESS FINANCEICLEAN, LLC	310-686-9931508-292-6511	14023 Crenshaw Blvd Ste 1055036 Date Place Hawthorne, CA 90250	CA
JJ Janitorial Services LLC	(619)384-3749	4061 Van Dyke Ave, Apt. 5, San Diego, CA 9210592102	CA
Kleanit Commercial CleaningMolly Janitorial Service LLC	951-413-4250323-518-5751	23849 Suncrest Avenue7017 Fisburn Ave Moreno Valley, CA 92553	CA
Lou's Janitorial Crew LLC	619-361-2449	1425 2nd Ave, Unit 236 Chula VistaBell, CA 919190201	CA
MV & R Janitorial ServicesCorp Cleaning LLC	310-908-5694909-827-3690	2411 Grant3053 N. Forest Ave, Unit A. Redondo Beach, CA 90278	CA
MGR Cleaning, LLC	951-847-5945	11477 Bobolink Lane Moreno ValleyRialto, CA 9255792377	CA
Onlock LLC	510-395-4278	240 Laird Place Brentwood, CA 94513	CA
Precision Cleaning LLC	310-920-3725	13618 Doty Ave	CA

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Account Name	Main Phone	Address	State
		Hawthorne, CA 90250	
Purpose Built Building Services LLC	714 757 6015	661 Miller Dr Oakley, CA 94561	CA
Quality Custodian Services LLC	310 435 1593	3609 W. Luther Ln Inglewood, CA 90305	CA
Raul RuizWhite Glove Professionals LLC	562 314 5263951-206-3237	2605 1/2 Pacific Coast Hwy124 E Manchester ln Signal Hill,San Bernardino CA 9075592408	CA
Rob's Hallway Cleaning LLC	818 805 7072	15 E. Colorado Apt #5 Arcadia, CA 91006	CA
Spotless Cleaning And ServicesMy Clean Bubbles LLC	310 849 8713760-208-8964	1709 Grant Ave, Apt B917 South Chester Avenue, Redondo BeachCompton, CA 9027890221	CA
Sunset Executive Commercial Cleaning Inc	310 293 8843	4430 W 140th St #7 Hawthorne, CA 90250	CA
Winkle Building Solution LLC	714-466-0047	12587 Lucky Ct Eastvale, CA 91782	CA
YAH SERVICES LLC	(619) 370-8134	4370 Palm avee D345 San Diego CA 92154	CA
Baja and Baya's LLC	408 806 2291	809 Auzerias Ave #212 San Jose, CA 95126	CA
CO - Colorado - 132			
A1 SK Cleaning LLCWestern Mobile Detailers	720-577-7894970-433-8558	2270 S Vaugh Way, #201 2434 Cortland Ave AuroraGrand Junction, CO 8001481506	CO
Hani Hagi HANI0001Tawakal Cleaning Service, LLC	303-305-8464720-499-2929	2537 S Fundy Cir5810 Argonne St #A	CO
		Aurora, CO 80013	
Impressive Cleaning Service	720-675-0524	460 E 82nd Drive Denver, CO 8022980249	CO
Ricky L Pate PATE0002 Colorado Express LLC	720-323-1190	8857 Partiridge Street Denver, CO 80126	CO
Stevie Madden MADD0001 Madden Pro Cleaning, LLC	719 400 9753	4836 Spokane Way	CO

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(January 1, 2025 to December 31, 2025)

Account Name	Main Phone	Address	State
		Colorado Springs, CO 80911	
Narwhal LLC	303-521-8204	1530 12th Ave Greely CO 80249	CO
Marnic Cleaning Company	720-322-5445	20961 E 45th Ave	CO
FL – Florida - 6		Denver CO 80249	
Red Horse Cleanning,Scrub Dub & Do Cleaning Services LLC	307-365-2011571-239-0824	678 Snake River Ave12726 Mangrove Forest Dr	CO OfficeFL
		Cheyenne, WY 82007	
Tina Timm Timm Services LLC	931-310-1667	15908 E Milan Drive Aurora, CO 80013	CO
Star Cleaning LLC	720-936-0483	12030 E 25th Ave Aurora CO 80010	CO
Steam Clean Multiservice, LLC	720-291-6584	15700 E Jamison Drive, Unit 3208 Englewood, CO 80112	CO
Best Choice Cleaning Services, LLC	720-921-4058	4490 Yukon Ct #93	CO
		Wheat Ridge, CO 80033Riverview FL 33579	
Rosy's Cleaning Services	720-290-3450	1600 Sable Blvd	CO - New 5/23/2024
		Aurora CO 80010	Term 10/24/2024
DC – Washington DC - 5			
Anthony Bowden BOWD0001	202-590-1890	1415 D Street NE Washington, DC 20002	DC
H & K MOVING COMPANY, LLC	202-246-5150	600 Alabama Ave SE #A Washington, DC 20032	DC
Travelers Fetish, LLC	(502) 991-5216	1350 Maryland Ave NE, Unit 410, Washington DC 20002	DC
Reflections Cleaning Pros LLC	202-648-8181	80 M Street SE Washington DC 20003	DC
Joseph Glinton GLIN0001	202-386-2223	224 N Street NW Washington, DC 20001	DC
FL – Florida - 9			
Leduan Fernandez LEDU1305M&L Service	786-255-0667813-406-2	14841 SW 160th Street1800	FL

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Account Name	Main Phone	Address	State
Solutions LLC	911	Candlestick Court ~~Miami~~Lutz, FL ~~33187~~33559	
~~E&W 5 STAR SERVICES~~UNIQUE CLEANING BY M&J LLC	~~(770)616-8031~~941-301-1245	~~3500 Posner Blvd~~3046 Castleton Dr ~~Davenport,~~Bradenton FL ~~33837~~34208	FL
~~FLORIDA EXECUTIVE MANITENANCE~~John Larry Janitorial & Maintenance Services LLC	~~813-606-6717~~210-887-4741	~~PO Box 151067~~3005 Hudson Street Tampa, FL ~~33684~~33605	FL
~~Giancarlo Nunes Pace~~Lynn Cleaning Spot LLC	~~305-450-7871~~786-372-5031	~~1500 NE Miami Place,~~15209 Plantation Oaks Dr Apt ~~1813~~ 1 ~~Miami,~~Tampa FL ~~33132~~33647	FL
~~Integral Commercial Services~~Kempor Credit LLC	~~321-872-8659~~813-843-2739	~~2367 Andrews Valley~~8805 Chinaberry Dr ~~Kissimmee, FL 34758~~	FL
~~Earnest Johnson EARN0008~~	~~757-309-1829~~	~~12842 Hampton Hill Dr Riverview, FL 33578~~	~~FL~~
~~M.n.m.b.cleaning services llc~~	~~813-270-3203~~	~~3812 N 51st Street A~~ Tampa~~,~~ FL ~~33619~~33647	~~FL~~
~~Serenity Restoration & Cleaning Solutions, Inc.~~	~~904-783-0540~~	~~7461 Lookout Point Drive~~ ~~Jacksonville, FL 32210~~	~~FL~~
~~JRC Independent Cleaning Services~~			~~FL new 2/28/2024 Term 11/15/2024~~
GA - Georgia – ~~11~~10			
~~Antebellum~~Heavenly Cleaning Service 3D, LLC	~~470-521-9999~~678-768-0758	~~6791 Timbers East Fr~~848 Ashton Oak Circle ~~Lithonia~~Stone Mountain, GA ~~30058~~30083	GA
~~BMS Maintenance Solutions~~Lewis Julian Group LLC	~~407-341-0717~~678-478-4574	~~3541 Carriage Glen Way~~2133 Lawrenceville-Suwanee Rd, Suite 12-358 ~~Dacula~~Suwanee, GA ~~30019~~30024	GA
~~Britt & Co Services~~Complete Cuts ATL LLC	~~678-613-2451~~347-559-6249	~~3974 Emerald North Circle~~3030 Saint Andrews Dr ~~Decatur~~Duluth, GA ~~30035~~30096	GA
~~Peace And Love Commercial Cleaning~~FTB HOLDINGS LLC	~~678-469-7057~~404-952-7564	~~232 Shenandoah~~2406 Sandfall Ct~~.,~~ SW	GA

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		HiramAtlanta, GA 554013033	
E & J Angels Touch Cleaning CompanyMETRO FIRST CLASS CLEANING LLC	470-703-3620706-616-1027	3667 Talon View Cove113 Chestnut Street AuburnJonesboro, GA 3001130236	GA
Ezekiel Cleaning CompanyMMT LLC	678-820-1248781-521-6902	203 Scotland Dr2684 Parkway Trail DallasLithonia, GA 3013230058	GA
GT Cleaning ServicesB&T Express Clean, LLC	404-956-5366404-314-4966	3707 Woodoats Circle5242 Brasswood Drive	GA
		Buford GA 30519	
Gui&Jay Quality Service LLC	678-897-3906	219 Alexander Lane	GA
		BethlehemStone Mountain, GA 3062030088	
Shea-von McKellar SHEA0002 McKellar Concepts LLCAngels Love Cleaning Services LLLP	678-490-4907617-784-4523	150 Parkview Place Dr62 Creekside Bluff Way McDonoughAuburn, GA 3025330011	GA
Marquis Colenburg MARQ0001 Onepeak Solutions LLCCarter 1 Enterprises	678-851-8192678-499-0829	1204 Veterans Memorial Hwy SW, Apt #B 23355 Lenox Rd, Suite 750 MabletonAtlanta, GA 3012630326	GA
Unique FashionsInfinate Commercial Services LLC (CLIN0008)	774-253-4809602-615-2321	PO Box 500683448 Southridge Rd Atlanta GA 31150Clermont FL 34711	GA
IL - Illinois – 2311			
2 Men And a BucketLevel Rise LLC	630-340-7887312-509-1767	219 Grace St4149 N Maplewood	IL
		Bensenville, IL 60106	
Alive Journey LLC	773-469-0386	7732 S Evans	IL
		Chicago, IL 6061960618	
Hanic, Amir (Eric) HANE0002 Amir Hanic IncArispe Cleaning Service LLC	773-263-6102224-634-7506	8108 N Odell4159 Brentwood Lane	IL
		Niles, IL 60714	
Kosk, Anna & Robert KOSR0001 Arkway Group LLC	630-546-2161	26W275 PETERSON AVE	IL
		CAROL STREAMWaukegan, IL 6018860087	
Bridgeforth EnterpriseKlean Pro Chicago LLC	708-990-5571773-307-8001	136041611 S CrawfordDrake Ave Robbins,Chicago IL 6047260623	IL
Barger & Barfield, LLC	270-825-4369	105 Clayton Rd	IL Office

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Account Name	Main Phone	Address	State
		Madisonville, KY 42431	
Cristian Pricopie PRIC0003 CCP Janitorial InEurope R&M Perfect Cleaning Co LLC	773-603-7687224-219-7105	3128 N Linder2831 S Kostner Ave Chicago, IL 6064160623	IL
Davenport Executive Cleaning ServicesLouFamilyOwnCleaning LLC	217-553-8808773-598.6034	1103 Breckenridge Lane519 S. 10th Street ShorewoodMaywood, IL 6040460153	IL
Awotayo, Adedeji ADED0001 Demota Corporation	773-644-0873	1723 W Touhy Ave, #5 Chicago, IL 60626	IL
Adib Naous ADIB0001 General Contracting Services Inc	847-463-0907	6604 Patterson Ct Woodridge, IL 60517	IL
Glads Office Solutions Inc	630-400-3627	P. O. BOX 1224 Streamwood, IL 60107	IL
JigaR & R Quality Cleaning Services Inc	651-354-8332708-224-1529	25109 Declaration Dr14534 S Sherman Ave PlainfieldPosen, IL 6054460469	IL
Yonas Gebretsadik YONA0099 Kezira LLCSteve Vorgias Cleaning	605-400-5487815-321-3815	6720 Sheridan Rd #313737 W Bode Circle, Apt 109 ChicagoHoffman Estates, IL 6062660169	IL
KS & S Janitorial, Inc.	630-346-0535	362 Glenwood Drive, Apt. 203 Bloomingdale, IL 60108	IL
MARLO ENTERPRISES, INC.Ohh Wee Cleaning Solutions LLC	312-869-1316708-374-2340	14201 S Tracy1 E Erie Street, Suite 525	IL
		Riverdale, IL 60827	
Jihad Al Muhtaseb JIHA0001 Pacific Works Inc	773-656-1917	6530 28th St Berwyn, IL 60402	IL
Rachael Reese Management LLC	224-999-5245	144 Elmwood Ave	IL
		EvantsonChicago, IL 6020260611	
Sunshine Cleaners	630-888-1244	302 45th Ave Melrose, IL 60164	IL
Juan Palomar PALJ0001 Superior Janitorial ServiceKlen Property Services Inc	847-525-9118773-706-8046	29 Pioneer Rd2514 W Armitage	IL
		Waukegan, IL 60085	
Eduardo Tellez TELE0002 Telled Janitorial Services Inc	630-936-7436	631 Montrose Dr	IL
		Romeoville,Chicago IL 6044660647	

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Account Name	Main Phone	Address	State
Top Line Cleaning LLCEsther Carmona	872-803-2825773-678-1374	5536 S Kilbourn Ave3233 W 65th Place Chicago, IL 60629	IL
Ultimate Cleaning Experience LLC	773-419-3347	1455 E 69th Street, Apt 3 Chicago, IL 60637	IL
Tiffany Morgan TIFF0001 KMJ Cleaning and Janitorial Services LLC	708-510-5207	1308 Luther Avenue Joliet, IL 60432	IL
KS – Kansas - 13			
Jeremy Brenneman JERE0001 Arrows Property Management LLCAdroit Building Maintenance Inc	913-484-0408917-848-9360	3100 S. 24th Street, Ste A5035 Southridge Dr Roeland park KS 66205	KS
Derrick Chery Services LLC	816-288-8123	703 Newton Ave Kansas City, KS 6610664125	KS
JCV Cleaning	816-730-7608	1812 S Hedges Ave Independence, MO 64052	KS
=	=	=	=
MDME - MarylandMaine - 1			
Eagle Investment ManagementDove Services LLC	240-355-6302207-347-0468	17808 Shady Mill Rd2 Connor Dr Derwood, MD 20855Portland ME 04092	MDME
MN – Minnesota – 134			
Aynalem Tesema AYNA0001Luman Shine LLC	651-399-7205651-724-4007	1543 Bluestem Lane5590 Albert Street Newport, MN 55055	MN
Robert Jones Jr. ROBE3706 Jam Janitorial Limited Liabilty Company	702-986-9134	11258 Rhode Island Champlin, MN 55316	MN
El-Kimshelle Family Cleaning Company, LLC PATR1963	651-352-7003	20554 Twilight Trail Rogers, MN 55374	MN
Emmanuel Rulford EMMA4680	612-261-8734	3517 83RD AVE Brooklyn Park, MN 55443	MN
Yolanda Diaz YOLA0003	651-219-1452	977 Winslow Ave West St. Paul, MN 55118	MN
Leng Thao LENG0001 SLT Building Maintenance	651-208-0775	6518 Bluestem Lane South Cottage Grove, MN 55016	MN

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Account Name	Main Phone	Address	State
~~Amentese LLC~~	~~612-226-2854~~	~~11827 River Hills,~~ ~~Burnsville~~Shoreview, MN ~~55337~~ 55126	~~MN~~
~~Ace Cleaning LLC~~	~~651-239-8275~~	~~896 Fremont Ave East St. Paul, MN 55106~~	~~MN~~
~~All Season Quality~~Wadajir Cleaning Services LLC	~~503-754-3032~~952-239-1082	~~3033 27th Ave South #630~~9176 Evener Way ~~Minneapolis~~Eden Prairie, MN ~~55406~~55346	MN
~~MT & MJ~~BJA Cleaning LLC	~~206-596-5144~~763-360-2423	~~766 New Century Blvd S,~~ 14028 Juniper Circle NW ~~Maplewood, MN 55119~~	MN
~~PT Cleaning LLC~~	~~763-412-6328~~	~~6560 Foxtail Court S Cottage Grove, MN 55016-1709~~	~~MN~~
~~Shashe Building Maintenance LLC~~	~~651-214-9752~~	~~1189 Bradley Street,~~ ~~St. Paul~~Andover, MN ~~55130~~55304	~~MN~~
~~Ten Thousand Lakes Cleaning~~KIDO KLEANING LLC	~~651-529-4927~~612-501-3260	~~2300 East~~2211 E Franklin Ave ~~#209~~ Minneapolis~~,~~ MN ~~55406~~55404	MN
~~MO~~NC – ~~Missouri~~ North Carolina - 2			
~~Commercial Cleaning Done Right, Inc~~	~~314-805-6405~~	~~12343 Fontaine Lane Saint Louis, MO 63138~~	~~MO~~
~~Bertrand Maxi BERT0353 Layjoy Cleaning LLC~~	~~816-756-4421~~	~~11501 E 62 Ter Raytown, MO 64133~~	~~MO~~
~~**NC – North Carolina 3**~~			
~~CGI Holdings LLC~~D & D Enterprises and Services	~~704-968-4123~~704-920-0101	~~11011 Southfield Dr~~1007 Zephyr Cir ~~Charlotte~~Monroe, NC ~~28273~~28110	NC
~~May Kokulo MAYK0001 Halo Cleaning Service LLC~~Stewart Stewart & Assoc	~~919-937-6585~~215-779-0323	~~1601 Rowemont Drive~~1001 Grand Sumit Blvd, Apt 1017 ~~Durham~~Concord, NC ~~27705~~28027	NC
~~Palmore Cleaning and Building Maintenance LLC~~	~~704-738-7879~~	~~8317 Abercorn Ln. Charlotte, NC 28227~~	~~NC~~
NJ - New Jersey – ~~6~~3			

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ChampionDiors Cleaning LLCServices	516-749-7514973-876-0652	284 Demott Ave1 Vermella Way, Suite 2052 CliftonUnion, NJ 070110708307083	NJ
Cocaj Cleaning IndustryJ & Y Unified LLC	856-246-2274973-573-7683	811 Windsor Ct142 Jerome Place CinnaminsonBloomfield, NJ 0807707003	NJ
Sandra Irene SAND2942Eastern Cleanings Inc	732-986-0206646-379-3471	62 Loretto St2096 Coney Island Ave, Apt 2	NJ
		New Brunswick, NJ 08901	
Forman & Prince Services LLC	646-548-5073	605 East 168th Street, Apt #1A	NJ Office
		BronxBrooklyn, NY 10456 11223	
Santana Services LLC	609-331-7643	804 Church St	NJ – new 7/26/2024
		Pleasentville NJ 08232	Term 12/11/2024
Nine30 LLC	862-588-9561	81 Orange Ave Irvington, NJ 07111	NJ
NY - New York – 2			
Maria QuirozJOHANNA & HUQ CLEANING LLC	917-501-0918917-963-4193	13th East 3rd Street, Apt 4A2167 Gleason Ave New York City,Bronx NY 1000310462	NY
CRJS Janitorial CompanyMiracle Mops LLC	914-400-7540518-322-0942	2 Rockledge Ave, #C18 Winchester Pl Ossining,Loudonville NY 10562 12211	NY
OR - Oregon - 71			
B & M JanitorialSolutions Contractors Group LLC	503-462-8710503-381-3579	243215 NE 162nd Apt 204Broadway Portland, OR 9723097232	OR
Max-Serve LLC	971-300.2602	16981 SE Katmai Ct.	OR
PA - Pennsylvania - 8		Happy Valley, OR 97086	
OrchidAll Star Cleaning Group LLC	971-990-3116856-353-9794	3339 SE Division118 Williams St Unit 206 Portland OR 97202Cherry Hill, NJ 08002	ORPA

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~~Damac & Associates Clean, LLC~~hallscommercailcleaning	~~503-933-9533~~215-806-1878	~~6362 SW Beverton Hilldale Hwy~~3412 N 5th Street ~~Portland, OR 97221~~Philadelphia, PA 19140	~~OR~~PA
~~Genuine Dynamic Kleaning and Maintenance Services LLC~~	~~971-292-9128~~	~~9344 SE Schiller St. Apt. A,~~ ~~Portland, OR 97266~~	~~OR~~
~~Looking Greater Services LLC~~	~~5.0331E+13~~	~~2632 NW 201st Ave, Unit 21 Fairview, OR 97024~~	~~OR~~
~~D1N0 Serves LLC~~	~~5.03888E+13~~	~~16981 SE Katmai Court Happy Valley, OR 97086~~	~~OR~~
~~PA - Pennsylvania - 6~~			
~~Edward Yarmai EDWA2164~~ALL Js Cleaning Services Inc	~~610-809-3891~~302-299-9916	~~419 Old Rodgers Road~~21 Jennings Court ~~Bristol, PA 19007~~New Castle, DE 19720	PA
~~Emani With Love~~IME Cleaning ~~LLC~~Service	~~215-578-6613~~215-954-8090	~~3010 N Lambert Street~~704 Homestead Lane ~~Philadelphia~~Chadds Ford, PA ~~19132~~19317	PA
~~L & M~~Bdellium Cleaning and Services LLC	~~484-478-1498~~267-356-8449	~~1760 S AVONDALE ST~~6524 Crescentville Rd ~~PHILADELPHIA~~Philadelphia, PA ~~19142~~19120	PA
~~Macon It Clean~~Doing It The Wright Way LLC	~~267-745-0989~~267-819-4661	~~6553 Lebanon Ave F 3~~2803 N Woodstock Street Philadelphia, PA ~~19151~~19132	PA
~~McCleans~~KL Beyond Cleaning LLC	~~215-350-4746 (Kyheada)~~267-916-9548	~~1354 Kimberly Drive~~1305 Gilham St Philadelphia, PA ~~19154~~19111	PA
~~Mus Ja~~Revision Cleaning ~~Crew~~ LLC	~~610-203-2570~~215-817-5497	~~992 Grant Rd.~~143 Wilde Ave ~~Folcroft,~~Drexel Hill PA ~~19032~~19026	PA
SC - South Carolina - 1			
~~Zan Pro Services~~We.Love.Cleaning LLC	~~336-549-9527~~803-412-1016	~~2100 Wingate Street~~1062 Glenarden Drive ~~Greensboro, NC 27408~~Rock Hill, SC 29730	SC ~~Office~~
~~SC~~TN – ~~South Dakota - 1~~Tennessee – 2			

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Account Name	Main Phone	Address	State
~~Wiese Classy Clean LLC~~	~~605-354-1802~~	~~20064 408th Ave~~ ~~Huron, SD 57350~~	~~SD~~
~~TN – Tennessee – 4~~			
~~Chin-Pride~~Jay's Janitorial Services LLC	~~615-540-3794~~615-601-5986	~~2565 Oak Forest Drive~~5800 River Rd Apt 224 ~~Antioch,~~Nashville TN ~~37013~~37209	TN
~~EBA Sons cleaning service~~Whitson Professional Services LLC	~~615-593-5970~~615-483-6813	~~1036 Barrow Court~~3795 Pin Hook Rd	TN
		~~Murfreesboro, TN 37130~~	
~~Helen Nung HELE0193 VHMBP LLC~~	~~615-926-6637~~	~~144 Valley Green~~ ~~Drantioch,~~Anitoch TN ~~37013~~37212	~~TN~~
~~Twalk Cleaning~~	~~615-605-1858~~	~~722 West Clark Blvd.~~ ~~Murfreesboro, TN 37129~~	~~TN~~
TX - Texas – ~~41~~7			
~~P & C Billingsley Enterprises~~Beauty Within Me LLC	~~254-212-9186~~630-747-9348	~~1401 Cheyenne Drive~~2901 Ridgeview Dr, #221 ~~Aubrey, TX 76227~~	TX
~~Tolefree Brothers~~	~~800-789-0330~~	~~163841 Borregas Rd~~ ~~Elmendorf TX 78112~~	~~TX~~
~~MASSO-IBARRA CLEANING SERVICES, LLC~~	~~956-590-8937~~	~~1900 University Blvd, Apt 5006~~ ~~Brownsville, TX 78520~~	~~TX~~
~~Irene Mason DAVI2732 TOSTE INVESTMENTS~~	~~254-981-0395~~	~~4800 Farrell Lane~~ ~~Killeen, TX 76549~~	~~TX~~
~~Corey Curlee CORE3010~~	~~469-427-0675~~	~~4250 Mapleshade Ln, Unit 433~~ Plano, TX ~~75093~~75025	~~TX~~
~~4CCSERVICE~~CruzCleaners, LLC	~~210-330-8312~~817-937-3188	~~4306 Safe Harbor~~156 Kulmbacher Dr. ~~San Antonio~~Austin, TX ~~7824~~78728	TX
~~Alycia White ALYC0001 VENTURE, LLC~~	~~512-308-2492~~	~~242 10-B Frog Pond Lane~~ ~~Dripping Springs, TX 78620~~	~~TX~~
~~Donald Barnett BARD0002 Barnett Facility Services,~~2LA Enterprises LLC	~~817-682-0404~~832-202-5481	~~1605 High Valley~~1510 Caywood Ln, Unit A ~~Cedar Hill~~Houston, TX ~~7510~~77055	TX
~~Antonio Hernandez ELIA0001 A&E Smart Cleaning, LLC~~	~~817-448-5727~~	~~3201 Osage St~~	~~TX~~

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		Fort Worth, TX 76114	
ADAMS PROFESSIONAL CLEANINGOzConn Cleaning Services LLC	210-753-1494484-350-9952	7630 Golf Ball Drive200 Water Dt Apt 14101	TX
		San Antonio, TX 78244	
American Power Washing & New Construction Cleaning LLC	405-482-5047	823 Red Bud Drive,	TX
		Duncanville,Webster TX 7513777598	
BB Facility Management LLC	832-660-1261	25606 Kincaid Falls Court Richmond, TX 77406	TX
Cedric Hammond Cleaning LLC	985-750-9146	2323 Eldridge Parkway Apt 115 Houston, TX 77077	TX
Christopher Eddins EDDC0001 Clean Team One,H T A LLC	713-264-1920210-799-1015	4010 Linkwood Dr6623 Babcock Rd, #1065922	TX
		Houston, TX 77025	
Rhoden, Rapheal RHOR0002 CYBO Industries, LLC	214-300-9041	3713 Patience Blvd E Dallas, TX 75236-3035	TX
D&C Janitorial LLC	281-676-1178	9107 Donley Dr Houston, TX 77088	TX
Edwards, Deadra EDWD0001 Steward Waters Group, LLC	972-898-2354	3824 Cedar Springs Rd, Ste 525 Dallas, TX 75219	TX
David Johnson JOHD0001 Hallow Be Thy Name Janitorial Service, LLC	469-650-8778	613 North Town East Blvd, # 822 Mesquite, TX 75150	TX
Dollar Plumbing and Cleaning Contractors, LLC	512-922-7930	115 Silver Spur Cove Cedar Creek, TX 78612	TX
Drexell Industries LLC	469-410-8246	5200 Pointe West Circle Apt 14110 Richmond, TX 77469	TX
EM Johnson Inc	972-841-3086	5700 Tennyson Pkwy Ste 300 Plano, TX 75024	TX
Kervin Dorce KERV0001 F O F Management LLC	828-612-9900	115 Allencrest Drive Fort Worth, TX 76108	TX
Smith, Felina SMIF0002	817-375-0567	6720 Meadowcrest Drive Arlington, TX 76002	TX

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God Save The Clean LLC	2102287048	San Antonio, TX 7825478249	TX
J.L.A. Services LLCRJRM Morales Inc	(817)420-4914817-726-7819	175 Private Road #4220,5704 Homestead Rd	TX
		Rhome, TX 76078	
HEZRON BUILDING MAINTENANCE SERVICES LLC	817-948-2590	5612 Spirit Lake Dr Fort Worth, TX 76179	TX
JF Business Solution System	346-219-1387	20234 Rainflower Bay Lane Richmond, TX 77407	TX
JSK Impacts LLC	682-203-1880	3825 William Dehaes Drive Irving, TX 75038	TX
Khlafat LLC	469-970-9266	5200 Town and Country Blvd Frisco TX 75034	TX
M.A.D.E. Maidsa LLC	210-279-9993	6330 Vivaldi Isle San Antonio TX 78250	TX
Dachen, Moses DACM0001	214-514-9842	6109 Winter Park Lane	TX
		Arlington, TX 7601876017	
Primitive ServicesAXOUM-MTB LLC	210-326-6084817-298-8998	12911 Renley Crest8304 Mule Deer Run	TX
		San Antonio, TX 78253	
RBM Janitorial LLC	682-309-7703	5609 Mountain Island Drive	TX
		Fort Worth, TX 76179	
Steven Wade WADE0002 SDW ENDEAVORS, LLC	832-508-8216	9310 Sherbourne Street	TX
		Houston, TX 77016	
Seven Colliers LLC	817-349-1250	8137 Calmont Ave #16102 Ft. Worth, TX 76133	TX
Stephenson Enterprises LLC	469-441-4020	P O Box 803754 Dallas, TX 75380	TX
Watson, Frederick WATF0001 Watson's Janitorial, LLC	682-218-1554	1817 Ariel Drive Dallas, TX 75232	TX
TEMMYOBIS MULTIPURPOSE VENTURES	310-335-2944	7220 Rueda Grand Prairie TX 75054	TX
The Final Touch LLC	682-429-1377	5718 Wall Ave Haltom City, TX 76117	TX
VS & KK Services LLC	956-873-9862	30511 N. Sulphur Creek Drive Magnolia, TX 77355	TX
Will's Commercial Cleaning LLC	601-500-8887	1801 McCord Way, Apt. 912	TX

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		Frisco, TX 75033	
WA - Washington 55- 11			
AC CleaningBlue Sapphire Services LLC	425-442-3465253-359-3015	17657 111th Ave SE4621 S 300th Place	WA
		Renton, WA 98055	
Ahmed, Mariam AHMM0002	253-631-1619	P. O. Box 5402 Kent, WA 98064	WA
Alean Cleaning Services LLC	425-200-7166	2524 132nd Place S.E.	WA
		Mill CreekAuburn, WA 9801298001	
Andrade Janitorial Services LLCSP Birak Corporation	425-283-9949360-393-8203	2272033315 97th Drive SE 29th St, Apt #D204 SammamishLake Stevens, WA 9807598258	WA
Andreev, Valentin ANDV0001SantaMarina Crew LLC	425-299-0273253-709-7481	5810 200 St., SW #B14912 127th Avenue E LynnwoodPuyallup, WA 9803698374	WA
Baquiring, Jose BAQJ0001	206-768-8072	7351 16th Avenue SW Seattle, WA 98106	WA
BulbullasAndy N Janitorial Service LLC	206-353-3498206-242-1453	28707 20th6746 38th Ave SouthS Federal WaySeattle, WA 9800398118	WA
Charly's Cleaning Service	360-508-2889	2107 Earl Street Centralia, WA 98531	WA
Child Academy Childcare Center LLC	425-800-7023	14862 Tukwila International Blvd Tukwila, WA 98168	WA
Creative Business Design	360-901-6337	PO Box 65564 Vancouver, WA 98665	WA
D & Helena LLC	206-446-9868	15110 Stone Lane North Shoreline, WA 98133	WA
DIAMOND SHINE CLEANING SERVICE	MEYD1772	14624 NE 36th St, Apt G05 Bellevue, WA 98007	WA
Vargas, Tania VART0001 Diamond Cleaning	360-204-4180	2939 Jackson Hwy Chehalis, WA 98532	WA
Diaz, Alejandra Aguilar DIAA0001	206-661-4745	20014 9th Ave SE Bothell, WA 98012	WA
Don Bucket LLC	360-593-4522	1730 196th St. SE Apt. B106 Bothell, WA 98012	WA

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Travis Manumaleuna MANU0002 First Choice Cleaning LLC	253-391-7038	30332 15th Ct S. #18 Federal Way, WA 98003	WA
Ruhani, Bajram BAJR0001 Hand HouseJSM Cleaning Systems LLC	206-501-9545253-259-7326	12356 28th14912 127th Ave S #C5East SeattlePuyallup, WA 9816898374	WA
HernandezKairos Commercial Cleaning Services LLC	253-468-1726206-369-1904	1710 E 63rd St10005 1st Place W Tacoma,Everett WA 984098204	WA
Humberto Building MaintenceTESFA CLEANING SERVICE LIMITED LIABILITY COMPANY, LLC	253-561-3230206-465-7620	4906 34th St2205 NE 198th Court TacomaShoreline, WA 9842298155	WA
Ifre, Idoy IFRI0001Extreme Commercial Cleaning & Industrial Solutions LLC	206-412-4511253-259-1073	3730 S 148th St, Apt 1012724 Lake City Way NE	WA
		Tukwilla, WA 98168	
IKRAM JANITORIAL SERVICES LLC	206-468-7416	2420 S 144th St. Seatac, WA 98168	WA
JVA Commercial & Residential Cleaning Service LLC	360-878-7370	4105 Goldcrest Drive NW Olympia WA 98502	WA
Le, Tuyet Kim LET0625	206-444-5194	11019 17th Avenue SW	WA
		Seattle, WA 9814698125	
Lucas, Lidia LUCL0001 Lucas Cleaning Services Inc	425-351-5563	15400 SE 155th Place, #84 Renton, WA 98058	WA
Piskunov, Lyudmila PISL0001 Milla'sThomas Cleaning Service LLC	425-268-1111206-639-3815	5402 Parkview Lane9442 South K St Everett,Tacoma WA 9820398444	WA
No Limit Services, LLC	206-698-4922	377 Earlington Ave SW Renton, WA 98057	WA
Open Works by Mladen LLC	206-778-5242	13322 24th Ave South Seatac, WA 98168	WA
Taisiya Gerts GERT0001 Pacific North West Landscape	425-750-5888	8304 152nd St SE Snohomish, WA 98296	WA
Phan, Loc PHAL0001CM Enterprice LLC	253-310-3776360-631-3082	16122 SE 258th St18416 Champions Drive	WA
		Covington, WA 98042	
PNW Elite Commercial Services, LLC	253-330-4549	3001 S 288th Street #83	WA
		Federal WayArlington, WA 9800398223	

EXHIBIT I
O.P.E.N AMERICA, INC. d/b/a OPENWORKS
FORMER FRANCHISEE EXHIBIT
(January 1, 2025 to December 31, 2025)

Account Name	Main Phone	Address	State
~~Chuluunbaatar, Chuluuntsetseg CHUC0001 Projani LLC~~	~~206-501-0097~~	~~7224 208th St SW #2~~ ~~Edmonds, WA 98026~~	~~WA~~
~~Reliable Janitorial Services LLC~~	~~206-398-9647~~	~~11026 Gambel Drive NE~~ ~~Moses Lake, WA 98837~~	~~WA~~
~~Nguyen, Dung Thi Thanh NGUT0003~~	~~206-832-6238~~	~~23155 24th Ave S~~ ~~Des Moines, WA 98198~~	~~WA~~
~~Rivelino, LLC~~	~~206-354-6572~~	~~305 NW 6th St~~ ~~Renton, WA 98057~~	~~WA~~
~~Raul Soto SOTR0002 R & M~~Song Cleaning Services LLC	~~360-280-2545~~206-708-0694	~~14993 N US Hwy 101~~7707 233rd PL SW ~~Shelton, WA 98584~~	WA
~~Akuila Ratukalou AKUI0001 Rovers General Services LLC~~	~~206-579-0152~~	~~19508 11th Ave South~~ ~~Des Moines WA 98148~~	~~WA~~
~~S & G Holdings LLC~~	~~206-240-5415~~	~~213 Junction Blvd~~ ~~Algona, WA 98001~~	~~WA~~
~~Dev, Sunil DEVS0001~~	~~425-985-6792~~	~~258 Blaine Ct. SE~~ ~~Renton, WA 98056~~	~~WA~~
~~Sisay Ejigu EJIG0001 Walya, LLC~~	~~206-353-7763~~	~~1904 SW 341st Place~~ ~~Federal Way, WA 98023~~	~~WA~~
~~Herrera, Cesar HERC0002 Sparkly Clean LLC~~	~~253-441-0238~~	~~4002 Broadmoor Dr NE~~ ~~Tacoma, WA 98422~~	~~WA~~
~~SPG LLC SPG LLC~~	~~206-412-8245~~	~~20932 49th Ave West~~ ~~Lynnwood, WA 98036~~	~~WA~~
~~Chakova, Stefka Hristova CHAS0005 Stef & Tisho, LLC~~	~~206-330-7869~~	~~11925 NE 162nd Ln~~ ~~Bothell, WA 98011~~	~~WA~~
~~Stefan Krumov, LLC~~	~~425-772-3283~~	~~23122 84th Ave W~~ Edmonds, WA 98026	~~WA~~
~~Super Janitor LLC~~	~~206-483-3323~~	~~11515 26th Ave NE Apt 202~~ ~~Seattle, WA 98125~~	~~WA~~
~~Universal Cleaning Services LLC~~	~~425-443-2362~~	~~5001 NE 7th Place~~ ~~Renton, WA 98059~~	~~WA~~
~~Varmen Cleaning Services LLC~~	~~360-508-2665~~	~~201 West Oakview Ave, #45~~ ~~Centralia, WA 98531~~	~~WA~~
~~VELINA 05, LLC~~	~~425-773-6707~~	~~18906 21st Ave. West~~ ~~Lynnwood, WA 98036~~	~~WA~~

EXHIBIT I
O.P.E.N AMERICA, INC. d/b/a OPENWORKS
FORMER FRANCHISEE EXHIBIT
(January 1, 2025 to December 31, 2025)

Account Name	Main Phone	Address	State
~~WISH CLEANING SERVICES, LLC~~	~~602-738-1797~~	~~12829 60th Ln S, Apt H3 Seattle, WA 98178~~	~~WA~~
~~Wubu Soleyn~~	~~206-806-3115~~	~~1221 84th Ave. SE Lake Stevens, WA 98258~~	~~WA~~
~~Zee Home Cleaning LLC~~	~~206-799-9985~~	~~1001 W Casino Rd, Apt F103 Everett, WA 98204~~	~~WA~~
~~Gladys Chira CHIG0001 G & D Cleaners, LLC~~	~~206-355-3721~~	~~2100 S 260th Street, Apt G301 Des Moines, WA 98198~~	~~WA~~
~~MV Clean~~	~~253-226-6161~~	~~14912 127th Ave East Pullyallup, WA 98374~~	~~WA~~
~~Hannah Janitorial Services LLC~~	~~206-228-7617~~	~~15011 5th Lane South Burien, WA 98148~~	~~WA~~
~~Jini's Janitorial Cleaning Service LLC~~	~~206-465-7804~~	~~38025 34th Court S Auburn, WA 98001~~	~~WA~~
~~Vija K Cleaning LLC~~	~~914-484-2844~~	~~7717 19th Ave NW Seattle, WA 98117~~	~~WA~~

MARKED TO SHOW CHANGES

EXHIBIT J

O.P.E.N America, Inc. d/b/a OpenWorks

AUDITED
FINANCIAL STATEMENTS
and
Independent Auditors Report

For the Periods Ending

December 31, 2024 and December 31, 2023
and
December 31, 2023 and December 31, 2022

Financial Statements
December 31, 2025 and 2024

O.P.E.N. America, Inc.
dba OpenWorks

Independent Auditor's Report 1

Financial Statements

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Statements of Stockholder's Equity 5
Statements of Cash Flows 6
Notes to Financial Statements 7

Independent Auditor's Report

To the Stockholder and Board of Directors
O.P.E.N. America, Inc. dba OpenWorks
Phoenix, Arizona

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of O.P.E.N. America, Inc. dba OpenWorks (the Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Restatement

As discussed in Note 12 to the financial statements, certain errors resulting in an understatement of amounts previously reported for service revenues and cost of revenues as of and for the year ended December 31, 2024, were discovered by management of the Company during the current year. Accordingly, amounts reported for service revenues and cost of revenues have been restated in the 2024 financial statements now presented. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Ede Bailly LLP

Phoenix, Arizona
April 9, 2026

O.P.E.N. America, Inc. dba OpenWorks
Balance Sheets
December 31, 2025 and 2024

	2025	2024
Assets		
Current Assets		
Cash	$ 378,340	$ 3,592,527
Service accounts receivable, net of allowance for credit losses of $296,486 in 2025 and $862,368 in 2024	11,466,425	7,398,256
Current maturities of franchisee receivables, net of allowance for credit losses of $100,000 in 2025 and $5,745,363 in 2024	4,287,212	6,428,411
Other accounts receivable	234,441	-
Prepaid expenses and other assets	326,658	250,371
Deferred franchise costs	518,975	302,781
Total current assets	17,212,051	17,972,346
Franchisee Receivables, Less Current Maturities	1,526,057	1,549,078
Property and Equipment, Net	5,369,274	2,443,601
Operating Lease Right-of-Use Assets	1,164,043	137,365
Deposits and Other Assets	41,033	46,818
	$ 25,312,458	$ 22,149,208
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable	$ 1,666,156	$ 1,491,200
Services payable to franchisees	5,615,149	6,551,571
Accrued expenses	699,501	1,325,305
Deferred revenue	518,975	302,781
Line of credit	6,753,610	-
Current maturities of operating lease liability	367,436	242,044
Current maturities of note payable	1,379,079	1,287,252
Total current liabilities	16,999,906	11,200,153
Long-Term Liabilities		
Operating lease liability, less current maturities	932,535	-
Note payable, less current maturities	2,124,475	3,503,115
Total liabilities	20,056,916	14,703,268
Commitments and Contingencies		
Stockholder's Equity		
Common stock, no par value; 100,000 shares authorized, 1,000 shares issued and 770 shares outstanding	1,000	1,000
Additional paid-in capital	31,766	31,766
Retained earnings	14,054,918	16,081,099
Stockholder notes receivable	(8,784,142)	(8,619,925)
Treasury stock	(48,000)	(48,000)
Total stockholder's equity	5,255,542	7,445,940
	$ 25,312,458	$ 22,149,208

See Notes to Financial Statements

O.P.E.N. America, Inc. dba OpenWorks
Statements of Operations
Years Ended December 31, 2025 and 2024

	2025	2024 (as restated)
Revenue		
Franchise fees	$ 5,922,702	$ 8,245,998
Service revenues	105,306,683	98,160,553
Total operating revenue	111,229,385	106,406,551
Cost of Revenues	85,953,638	80,044,489
Gross profit	25,275,747	26,362,062
Operating Expenses		
Selling, general, and administrative	23,948,677	26,269,191
Income from operations	1,327,070	92,871
Other Income (Expense)		
Other income, net	116,396	358,044
Interest expense	(320,436)	(223,966)
Other income (expense)	(204,040)	134,078
Net Income	$ 1,123,030	$ 226,949

	Common Stock		Additional Paid-in	Retained	Stockholder Notes	Treasury Stock		
	Shares	Amount	Capital	Earnings	Receivable	Shares	Amounts	Total
Balance, December 31, 2023	770	$ 1,000	$ 31,766	$ 18,513,669	$ (2,850,000)	230	$ (48,000)	$ 15,648,435
Net income	-	-	-	226,949	-	-	-	226,949
Distributions	-	-	-	(2,659,519)	-	-	-	(2,659,519)
Issuance of stockholder note receivable	-	-	-	-	(5,500,000)	-	-	(5,500,000)
Interest on stockholder note receivable	-	-	-	-	(269,925)	-	-	(269,925)
Balance, December 31, 2024	770	1,000	31,766	16,081,099	(8,619,925)	230	(48,000)	7,445,940
Net income	-	-	-	1,123,030	-	-	-	1,123,030
Distributions	-	-	-	(3,149,211)	-	-	-	(3,149,211)
Interest on stockholder note receivable	-	-	-	-	(164,217)	-	-	(164,217)
Balance, December 31, 2025	770	$ 1,000	$ 31,766	$ 14,054,918	$ (8,784,142)	230	$ (48,000)	$ 5,255,542

	2025	2024
Operating Activities		
Net income	$ 1,123,030	$ 226,949
Adjustments to reconcile net income to net cash (used for) from operating activities		
Depreciation expense	967,660	637,981
Credit losses	1,221,569	4,040,934
Franchisee receivables issued for franchise fees	(5,526,836)	(7,418,631)
Interest on stockholder note receivable	(164,217)	(269,925)
Changes in assets and liabilities		
Service accounts receivable	(4,314,738)	5,316,400
Other accounts receivable	(234,441)	-
Prepaid expenses and other assets	(76,287)	(168,089)
Operating lease assets and liabilities	31,249	(156,661)
Deferred franchise costs	(216,194)	281,800
Deposits and other assets	5,785	26,935
Accounts payable	174,956	447,198
Services payable to franchisees	(686,422)	1,221,610
Accrued expenses	(625,804)	42,666
Deferred revenue	216,194	(281,800)
Net Cash (used for) from Operating Activities	(8,104,496)	3,947,367
Investing Activities		
Payments received for franchisee receivables	6,466,056	4,644,060
Purchase of property and equipment	(3,893,333)	(1,371,655)
Net Cash from Investing Activities	2,572,723	3,272,405
Financing Activities		
Borrowings on line of credit	34,605,892	-
Repayments on line of credit	(27,852,282)	-
Distributions	(3,149,211)	(2,659,519)
Issuance of stockholder note receivable	-	(5,500,000)
Proceeds from issuance of note payable	-	5,500,000
Repayments on notes payable	(1,286,813)	(1,853,824)
Net Cash from (used for) Financing Activities	2,317,586	(4,513,343)
Net Change in Cash	(3,214,187)	2,706,429
Cash, Beginning of Year	3,592,527	886,098
Cash, End of Year	$ 378,340	$ 3,592,527
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	$ 320,436	$ 223,966

Note 1 - Principal Activity and Significant Accounting Policies

Principal Business Activity

O.P.E.N. America, Inc. dba OpenWorks (the Company) was incorporated in the State of Arizona in June 1987. The Company is engaged in the business of providing commercial janitorial services and selling janitorial service franchises to individuals throughout the continental United States. Generally, the Company executes fixed-priced janitorial service contracts for terms of one year or longer and, subsequently, sells the exclusive contract rights to franchisees.

A standard franchise agreement covers a ten-year period and includes an option for the franchisee to renew for two additional ten-year terms. Management anticipates that the renewal options will be exercised. Under a standard franchise agreement, the customers pay the Company, which retains a 15% royalty fee. The balance of the amount collected is remitted to the franchisees net of any other amounts due to the Company.

Concentrations of Credit Risk

The Company maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At December 31, 2025 and 2024, the Company had approximately $139,000 and $3,360,000, respectively, in excess of FDIC-insured limits.

Service Accounts Receivable and Allowance for Credit Losses

Service accounts receivable are uncollateralized customer obligations. Service accounts receivable are stated at the invoice amount and are due upon receipt or contractual payment terms. These receivables totaled $11,466,425, and $7,398,256 as of December 31, 2025 and 2024, respectively, and $12,946,306 at January 1, 2024.

Generally, account balances with invoices over 30 days past due are considered delinquent. Payments of service accounts receivable are applied to the specific invoices identified on the customer's remittance advice or, if unspecified, to the earliest unpaid invoice. The Company has tracked historical loss information for its trade receivables and compiled historical credit loss percentages for different aging categories.

Management believes that the historical loss and delinquency information it has compiled is a reasonable base on which to determine expected credit losses for trade receivables held at December 31, 2025 and 2024 because the composition of the trade receivables at those dates are consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its lending practices have not changed significantly over time). Additionally, management has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for credit losses at December 31, 2025 and 2024 totaled $296,486 and $862,368, respectively.

Changes in the allowance for credit losses for receivables are as follows for the years ended December 31:

	2025	2024
Allowance for credit losses, beginning of year	$ 862,368	$ 686,902
Provision for credit losses	246,569	290,934
Charge-offs	(955,843)	(307,304)
Recoveries	143,392	191,836
Allowance for credit losses, end of year	$ 296,486	$ 862,368

Franchisee Receivables

Franchisee receivables are notes receivable for franchise obligations for initial franchisee fees less any down payment. Notes are for 12 to 48 months at 12% annual interest. Note payments are deducted from the payments due to the franchisees for services performed. Collections on the notes of up to 15% of the franchisees monthly revenue begin when the franchisee begins servicing its first customer. Once the Company has satisfied 50% of its fulfillment obligations, the full monthly note payment is deducted from the amounts paid to the franchisee.

If a franchisee is not generating any revenue for note payments, and no payments are being received from the franchisee, the note is considered delinquent and interest accruals are discontinued. The Company had no franchisee notes receivable in non-accrual status or past due franchisee notes receivable at December 31, 2025. The Company had franchisee notes receivable approximating $3,616,000 in non-accrual status and past due franchisee notes receivable of approximately $3,101,000 at December 31, 2024.

Management believes that the historical loss information and the loss-rate information it has compiled is a reasonable base on which to determine expected credit losses for franchisee notes receivable held at December 31, 2025 and 2024 because the composition of net notes receivable at those dates are consistent with that used in developing the historical credit-loss percentages and the loss-rates are expected to remain consistent. Additionally, management has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for credit losses on franchisee receivables at December 31, 2025 and 2024 totaled $100,000 and $5,745,363, respectively.

Changes in the allowance for credit losses for franchisee notes receivables are as follows for the years ended December 31:

	2025	2024
Allowance for credit losses, beginning of year	$ 5,745,363	$ 1,936,079
Provision for credit losses	975,000	3,809,284
Charge-offs	(6,620,363)	-
Allowance for credit losses, end of year	$ 100,000	$ 5,745,363

Other Accounts Receivable

Other accounts receivable consists of miscellaneous non-trade receivables.

Property and Equipment

Property and equipment are recorded at cost. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income.

Depreciation is provided using the straight-line method, based on useful lives of the assets which range from three to seven years.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of the assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based upon this assessment there was no impairment at December 31, 2025 and 2024.

Leases

The Company recognizes right-of-use (ROU) assets and lease liabilities for lease contracts with terms greater than 12 months. Operating lease costs are recognized in the statements of operations as a single lease cost and finance lease costs are recognized in two components, interest expense and amortization expense. ROU assets from finance leases are amortized on the straight-line method over the shorter of the lease term or their respective estimated useful lives, unless the Company takes ownership of the asset at the end of the lease, in which case the ROU asset is amortized over its economic life.

The weighted-average discount rate is based on the discount rate implicit in the lease. The Company has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The Company has applied the risk-free rate option to all classes of assets.

The Company has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis. The Company elected the practical expedient to not separate lease and non-lease components for real estate leases.

Stockholder Notes Receivable

Stockholder notes receivable consists of two notes receivable due from the Company's stockholder noting the loans are for primarily personal non-business related matters. Amounts outstanding on the notes receivable were $8,350,000 at December 31, 2025 and 2024, respectively. The first note bears interest at 2.36%, the outstanding balance is $2,850,000 at December 31, 2025 and 2024, respectively, with a maturity date of January 1, 2027. The second note bears interest at 2.36%, the outstanding balance is $5,500,000 at December 31, 2025 and 2024, respectively, with a maturity date of May 23, 2030. Both notes are presented as a reduction to stockholder's equity in 2025 and 2024. Accrued interest is $434,142 and $269,925 at December 31, 2025 and 2024, respectively, and is included in stockholder notes receivable on the balance sheets.

Income Taxes

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. The stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Certain specific deductions and credits flow through the Company to its stockholders.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2025 and 2024, the unrecognized tax benefits accrual was zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense, if incurred.

Revenue Recognition, Deferred Revenue, and Deferred Costs

The Company recognizes initial franchise fee and additional franchise volume revenue and associated costs over time as substantially all material services as outlined in the written franchise agreement have been performed and the franchise reaches customer account fulfillment. Franchise revenue and associated costs for which services have not been performed are deferred for recognition in the future. Revenues from initial franchise fees are segregated into initial services, including training and provision of supplies, and initial account offering. Management anticipates that deferred revenue will be recognized within a 12-month period. The associated deferred costs are recorded up to the amount of the deferred revenue less estimated future costs that will be incurred to earn the revenue. Excess costs are expensed as incurred.

Royalty and advertising revenues are considered sales-based royalties that are related to the Company's performance obligation under the franchise agreement and are billed and recognized monthly as sales occur. These revenues are included in service revenues in the statements of operations. The Company has determined the advertising services provided to franchisees are highly interrelated with the franchise right and therefore are not distinct.

Service revenue is recognized over time. Service revenue, for which the Company is responsible for the fulfillment of the service and is the primary obligor and is responsible for pricing, is recorded on a gross basis.

The Company arranges for its customers to purchase services from suppliers who deliver the services directly to the customers. Under the terms of the Company's contracts, when a service is purchased directly from the supplier, the Company is entitled to a commission based on the sales price. The Company has determined that the services to be provided to customers are provided by the suppliers and no other services are promised to customers by the Company. When the Company satisfies its promise to arrange for the services to be provided by the supplier to the customer, the Company recognizes revenue in the amount of the commission to which it is entitled.

Sales Taxes

Various states impose a sales tax on the Company's sales to non-exempt customers. The Company collects sales taxes on certain transactions. The Company's accounting policy is to exclude the tax collected and remitted to the states from revenues and cost of revenues.

Contract Costs

Incremental costs of obtaining a contract are expensed as incurred as the amortization period of the asset that otherwise would have been recognized is estimated to be one year or less.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was approximately $600,000 for the years ended December 31, 2025 and 2024, respectively.

Estimates

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

Subsequent Events

The Company has evaluated subsequent events through April 9, 2026, the date which the financial statements were available to be issued.

Note 2 - Franchisee Notes Receivable

Franchisee notes receivable consisted of the following at December 31:

	2025	2024
Notes receivable from franchisees; generally bearing interest at 12% with monthly payments of principal and interest over varying periods with maturities ranging from 2026 to 2028	$ 5,913,269	$ 13,722,852
Less credit losses	(100,000)	(5,745,363)
	5,813,269	7,977,489
Less current maturities	(4,287,212)	(6,428,411)
Long-term maturities of notes receivable	$ 1,526,057	$ 1,549,078

Management has included interest earnings on notes receivable in the franchise fees revenue on the statements of operations, as management considers the providing of the notes receivable and revenues a part of the franchise sales process. The interest earnings totaled approximately $676,000 and $799,000 for the years ended December 31, 2025 and 2024, respectively.

Future maturities of notes receivable, net of allowance for credit losses, are as follows:

Years Ending December 31,	Amount
2026	$ 4,387,212
2027	1,473,095
2028	52,962
Future maturities	5,913,269
Less credit losses	(100,000)
	$ 5,813,269

Note 3 - Property and Equipment

Property and equipment consisted of the following at December 31:

	2025	2024
Computer software	$ 6,344,129	$ 3,005,735
Equipment	173,906	436,302
Leasehold improvements	654,354	694,344
Furniture	93,956	348,617
Total	7,266,345	4,484,998
Construction in process	559,260	692,388
Less accumulated depreciation	(2,456,331)	(2,733,785)
Property and equipment, net	$ 5,369,274	$ 2,443,601

Depreciation expense totaled $967,660 and $637,981 for the years ended December 31, 2025 and 2024, respectively.

Note 4 - Note Payable

Note payable consists of the following as of December 31:

	2025	2024
Note payable to MidFirst Bank, maturing May 2028, in an original amount of $5,500,000, with interest at 6.818%, collateralized by equipment.	$ 3,503,554	$ 4,790,367
Less current maturities	(1,379,079)	(1,287,252)
Long-term debt, less current maturities	$ 2,124,475	$ 3,503,115

The notes payable to MidFirst Bank have covenants requiring the Company to maintain certain financial ratios. As of December 31, 2025, the Company failed to comply with the funded debt covenant ratio. The Company has obtained a waiver for the violations at December 31, 2025 from the lender.

Future maturities of notes payable are as follows:

Years Ending December 31,	Amount
2026	$ 1,379,079
2027	1,477,523
2028	646,952
	$ 3,503,554

Note 5 - Line of Credit

The Company has a $10,000,000 revolving line of credit with MidFirst Bank. The line bears interest at the lesser of SOFR plus 2% or 4.5% (5.87% at December 31, 2025). The line of credit is secured by substantially all of the Company's assets and is personally guaranteed by the stockholder. There was $6,753,610 and $0 outstanding on the line of credit at December 31, 2025 and 2024, respectively. The line of credit matures in June 2026.

Note 6 - Deferred Revenue and Costs

The Company received initial franchise fees which did not meet the requirements for revenue recognition as of December 31, 2025 and 2024. Consequently, recognition of the revenue and related costs will be deferred until the requirements are met. Management believes that the costs related to initial franchises exceed the initial franchise revenue. Excess costs are expensed as incurred.

Deferred revenue consisted of the following at December 31:

	2025	2024
Deferred revenue	$ 518,975	$ 302,781
Less deferred direct franchise costs	(518,975)	(302,781)
Deferred revenue, net	$ -	$ -

The deferred revenue and associated costs will be recognized for each individual franchisee, when the Company has provided the franchisee with the volume of offered accounts purchased by the franchisee. The deferred revenue and deferred direct franchise costs were $584,581, respectively, at January 1, 2024.

Note 7 - Leases

The Company leases offices in multiple states under various terms under long-term, non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2029 and provide for renewal options ranging from one year to five years. The Company included in the determination of the right-of-use assets and lease liabilities any renewal options when the options are reasonably certain to be exercised. The leases provide for increases in future minimum annual rental payments based on defined increases in the agreements. Also, the agreements generally require the Company to pay real estate taxes, insurance, and repairs.

Total lease costs for the years ended December 31 were as follows:

	2025	2024
Operating lease cost	$ 322,205	$ 396,869

The following table summarizes the supplemental cash flow information for the years ended December 31:

	2025	2024
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 246,070	$ 437,831
Operating right-of-use assets obtained in exchange for lease liabilities	$ 1,299,971	$ -

The following summarizes the weighted-average remaining lease term and weighted-average discount rate for the years ended December 31:

	2025	2024
Weighted-average remaining lease term		
Operating leases	3.08 Years	0.57 Years
Weighted-average discount rate		
Operating leases	4.50%	4.50%

The future minimum lease payments under noncancelable operating leases with terms greater than one year are listed below as of December 31, 2025.

Years Ending December 31,	Amount
2026	$ 414,222
2027	463,269
2028	476,009
2029	39,756
Total lease payments	1,393,256
Less interest	(93,285)
Present value of lease liabilities	$ 1,299,971

Note 8 - Profit Sharing Plan

The Company maintains a defined contribution profit sharing plan covering all eligible employees defined in the plan. Contributions to the plan are discretionary and determined by the board of directors, subject to limitations allowable under applicable provisions of the Internal Revenue Code. The contributions were approximately $226,000 and $242,000 for the years ended December 31, 2025 and 2024, respectively.

Note 9 - Franchise Operations

During the years ended December 31, 2025 and 2024, franchise operations were as follows:

Franchises and licenses, December 31, 2023	615
Franchises opened during the year	56
Franchises closed during the year	(257)
Franchises and licenses, December 31, 2024	414
Franchises opened during the year	77
Franchises closed during the year	(89)
Franchises and licenses, December 31, 2025	402

Note 10 - Commitments and Contingencies

Under the terms of the Company's franchise agreements, the Company can be liable for certain losses or damages arising from the operations of the franchisees' cleaning service. However, the agreements provide that franchisees will indemnify the Company for all such losses resulting from claims against the Company and require franchisees to carry minimum liability insurance of $4,000,000.

Upon the sale of a franchise, the Company's obligations are to: (1) provide training for the franchisee; (2) provide the initial service account volume purchased; and (3) replace service account volume for customers terminating service within one year of the commencement of service, subject to certain restrictions.

The Company applied for and received loan forgiveness from the Small Business Administration (SBA) on its Paycheck Protection Program (PPP) loan in 2021. In accordance with PPP loan requirements, the Company is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Company is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

In 2024, the Company was notified by the State of Washington – Department of Revenue (the State) that they owed approximately $1,500,000 related to a three-year audit from January 1, 2019 to December 31, 2022 on how the Company reported its Washington sales on the state's excise tax return. In August 2024, the Company appealed the court's decision to challenge the assessment given by the State, which remains pending. At this time, management is not able to reasonably estimate the final outcome of the assessment and its ultimate resolution of its financial condition and results of operations. No amounts have been accrued for in the financial statements at December 31, 2025 and 2024.

The Company is also subject to certain claims that arise in the ordinary course of business. In the opinion of management, no pending or threatened claims, actions or proceedings against the Company are expected to have a material adverse effect on the Company's operations or financial condition.

Note 11 - Long-Term Incentive Plan

The Company adopted the OpenWorks 2024 Long-Term Incentive Plan (the Plan) effective January 1, 2024 to retain and attract certain employees and service providers selected by the Board of Directors to receive awards for those who contribute to the Company's long-term success. Each participant's interest in the Plan will be evidenced by an award agreement that sets forth the terms and conditions of the award with an EBITDA based payment as defined in the Plan document. If a change of control has not been consummated before the expiration date, December 31, 2027, then a participant will be entitled to payment under the Plan document and award agreement. If the Company's EBITDA is less than or equal to $17,000,000 at December 31, 2027, then no participant is entitled to payment. If a change in control takes place before the expiration date, the participant will be entitled to receive payment under the Plan documents. Participants must be employed or engaged as an independent contractor by the Company on the date of such payment. For the years ended December 31, 2025 and 2024, the Company had ten award agreements outstanding. No amount was recorded as a liability at December 31, 2025 and 2024 since payment is not probable and reasonably estimated.

Note 12 - Restatement

During 2025, the Company identified misstatements within the 2024 financial statements related to an understatement of service revenues and cost of revenues. The Company restated its previously issued financial statements to properly reflect service revenues and cost of revenues for the year ended December 31, 2024. There was no impact to net income or stockholder's equity as the adjustment was a reclassification within the statement of operations for the year ended December 31, 2024.

The following is a summary of the effects of the restatement in the Company's December 31, 2024 statement of operations:

	As Previously Reported	Adjustment	As Restated
Service revenues	$ 83,724,338	$ 14,436,215	$ 98,160,553
Total operating revenue	91,970,336	14,436,215	106,406,551
Cost of revenues	65,608,274	14,436,215	80,044,489

Financial Statements
December 31, 2024 and 2023

O.P.E.N. America, Inc.
dba OpenWorks

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Stockholder and Board of Directors
O.P.E.N. America, Inc. dba OpenWorks
Phoenix, Arizona

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of O.P.E.N. America, Inc. dba OpenWorks (the Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Eide Bailly LLP

Phoenix, Arizona
March 25, 2025

O.P.E.N. America, Inc. dba OpenWorks

Balance Sheets

December 31, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash	$ 3,592,527	$ 886,098
Service accounts receivable, net of allowance for credit losses of $862,368 in 2024 and $686,902 in 2023	7,398,256	12,946,306
Current maturities of franchisee receivables, net of allowance for credit losses of $5,745,363 in 2024 and $1,936,079 in 2023	6,428,411	5,230,628
Prepaid expenses and other assets	250,371	82,282
Deferred franchise costs	302,781	584,581
Total current assets	17,972,346	19,729,895
Franchisee Receivables, Less Current Maturities	1,549,078	3,781,574
Property and Equipment, Net	2,443,601	1,709,927
Operating Lease Right-of-Use Assets	137,365	397,607
Deposits and Other Assets	46,818	73,753
	$ 22,149,208	$ 25,692,756
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable	$ 1,491,200	$ 1,044,002
Services payable to franchisees	6,551,571	5,329,961
Accrued expenses	1,325,305	1,282,639
Deferred revenue	302,781	584,581
Current maturities of operating lease liability	242,044	388,406
Current maturities of note payable	1,287,252	1,144,191
Total current liabilities	11,200,153	9,773,780
Long-Term Liabilities		
Operating lease liability, less current maturities	-	270,541
Note payable, less current maturities	3,503,115	-
Total liabilities	14,703,268	10,044,321
Commitments and Contingencies (Notes 7 and 10)		
Stockholder's Equity		
Common stock, no par value; 100,000 shares authorized, 1,000 shares issued and 770 shares outstanding	1,000	1,000
Additional paid-in capital	31,766	31,766
Retained earnings	16,081,099	18,513,669
Stockholder notes receivable	(8,619,925)	(2,850,000)
Treasury stock	(48,000)	(48,000)
Total stockholder's equity	7,445,940	15,648,435
	$ 22,149,208	$ 25,692,756

O.P.E.N. America, Inc. dba OpenWorks
Statements of Operations
Years Ended December 31, 2024 and 2023

	2024	2023
Revenue		
Franchise fees	$ 8,245,998	$ 7,754,796
Service revenues	83,724,338	86,533,869
Total operating revenue	91,970,336	94,288,665
Cost of Revenues	65,608,274	67,546,961
Gross profit	26,362,062	26,741,704
Operating Expenses		
Selling, general, and administrative	26,269,191	22,378,360
Income from operations	92,871	4,363,344
Other Income (Expense)		
Other income, net	358,044	309,978
Interest expense	(223,966)	(212,871)
Other income (expense)	134,078	97,107
Net Income	$ 226,949	$ 4,460,451

	Common Stock		Additional Paid-in	Retained	Stockholder Notes	Treasury Stock		
	Shares	Amount	Capital	Earnings	Receivable	Shares	Amounts	Total
Balance, December 31, 2022	770	$ 1,000	$ 31,766	$ 15,042,999	$ (2,850,000)	230	$ (48,000)	$ 12,177,765
Net income	-	-	-	4,460,451	-	-	-	4,460,451
Distributions	-	-	-	(989,781)	-	-	-	(989,781)
Balance, December 31, 2023	770	1,000	31,766	18,513,669	(2,850,000)	230	(48,000)	15,648,435
Net income	-	-	-	226,949	-	-	-	226,949
Distributions	-	-	-	(2,659,519)	-	-	-	(2,659,519)
Issuance of stockholder note receivable	-	-	-	-	(5,500,000)	-	-	(5,500,000)
Interest on stockholder note receivable	-	-	-	-	(269,925)	-	-	(269,925)
Balance, December 31, 2024	770	$ 1,000	$ 31,766	$ 16,081,099	$ (8,619,925)	230	$ (48,000)	$ 7,445,940

	2024	2023
Operating Activities		
Net income	$ 226,949	$ 4,460,451
Adjustments to reconcile net income to net cash from operating activities		
Depreciation expense	637,981	522,085
Credit losses	4,040,934	2,195,701
Franchisee receivables issued for franchise fees	(7,418,631)	(5,271,841)
Interest on stockholder note receivable	(269,925)	-
Changes in assets and liabilities		
Service accounts receivable	5,316,400	7,815,451
Prepaid expenses and other assets	(168,089)	88,141
Operating lease assets and liabilities	(156,661)	(165,705)
Deferred franchise costs	281,800	(247,660)
Deposits and other assets	26,935	-
Accounts payable	447,198	(970,291)
Services payable to franchisees	1,221,610	(1,057,005)
Accrued expenses	42,666	(553,048)
Deferred revenue	(281,800)	247,660
Net Cash from Operating Activities	3,947,367	7,063,939
Investing Activities		
Payments received for franchisee receivables	4,644,060	4,164,510
Purchase of property and equipment	(1,371,655)	(2,151)
Net Cash from Investing Activities	3,272,405	4,162,359
Financing Activities		
Repayments on line of credit	-	(7,709,139)
Distributions	(2,659,519)	(989,781)
Issuance of stockholder note receivable	(5,500,000)	-
Proceeds from issuance of note payable	5,500,000	-
Repayments on notes payable	(1,853,824)	(1,683,380)
Net Cash used for Financing Activities	(4,513,343)	(10,382,300)
Net Change in Cash	2,706,429	843,998
Cash, Beginning of Year	886,098	42,100
Cash, End of Year	$ 3,592,527	$ 886,098
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	$ 223,966	$ 212,871

Note 1 - Principal Activity and Significant Accounting Policies

Principal Business Activity

O.P.E.N. America, Inc. dba OpenWorks (the Company) was incorporated in the State of Arizona in June 1987. The Company is engaged in the business of providing commercial janitorial services and selling janitorial service franchises to individuals throughout the continental United States. Generally, the Company executes fixed-priced janitorial service contracts for terms of one year or longer and, subsequently, sells the exclusive contract rights to franchisees.

A standard franchise agreement covers a ten-year period and includes an option for the franchisee to renew for two additional ten-year terms. Management anticipates that the renewal options will be exercised. Under a standard franchise agreement, the customers pay the Company, which retains a 15% royalty fee. The balance of the amount collected is remitted to the franchisees net of any other amounts due to the Company.

Concentrations of Credit Risk

The Company maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At December 31, 2024 and 2023, the Company had approximately $3,360,000 and $654,000, respectively, in excess of FDIC-insured limits.

Service Accounts Receivable and Allowance for Credit Losses

Service accounts receivable are uncollateralized customer obligations. Service accounts receivable are stated at the invoice amount and are due upon receipt or contractual payment terms. These receivables totaled $7,398,256, and $12,946,306 as of December 31, 2024 and 2023, respectively, and $21,706,636 at January 1, 2023.

Generally, account balances with invoices over 30 days past due are considered delinquent. Payments of service accounts receivable are applied to the specific invoices identified on the customer's remittance advice or, if unspecified, to the earliest unpaid invoice. The Company has tracked historical loss information for its trade receivables and compiled historical credit loss percentages for different aging categories.

Management believes that the historical loss and delinquency information it has compiled is a reasonable base on which to determine expected credit losses for trade receivables held at December 31, 2024 and 2023 because the composition of the trade receivables at those dates are consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its lending practices have not changed significantly over time). Additionally, management has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for credit losses at December 31, 2024 and 2023 totaled $862,368 and $686,902, respectively.

Changes in the allowance for credit losses for receivables are as follows for the years ended December 31:

	2024	2023
Allowance for Credit Losses, Beginning of Year	$ 686,902	$ 1,455,625
Provision for credit losses	290,934	(333,055)
Charge-offs	(307,304)	(1,812,228)
Recoveries	191,836	1,376,560
Allowance for Credit Losses, End of Year	$ 862,368	$ 686,902

Franchisee Receivables

Franchisee receivables are uncollateralized notes receivable for franchise obligations for initial franchisee fees less any down payment. Notes are for 12 to 48 months at 12% annual interest. Note payments are deducted from the payments due to the franchisees for services performed. Collections on the notes of up to 15% of the franchisees monthly revenue begin when the franchisee begins servicing its first customer. Once the Company has satisfied 50% of its fulfillment obligations, the full monthly note payment is deducted from the amounts paid to the franchisee.

If a franchisee is not generating any revenue for note payments, and no payments are being received from the franchisee, the note is considered delinquent and interest accruals are discontinued. The Company had franchisee notes receivable approximating $3,616,000 in non-accrual status and past due franchisee notes receivable of approximately $3,101,000 at December 31, 2024.

Management believes that the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for franchisee notes receivable held at December 31, 2024 and 2023 because the composition of notes receivable at those dates are consistent with that used in developing the historical credit-loss percentages. Additionally, management has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for credit losses on franchisee receivables at December 31, 2024 and 2023 totaled $5,745,363 and $1,936,079, respectively.

Changes in the allowance for credit losses for franchisee notes receivables are as follows for the years ended December 31:

	2024	2023
Allowance for Credit Losses, Beginning of Year	$ 1,936,079	$ 766,079
Provision for credit losses	3,809,284	2,528,756
Charge-offs	-	(1,358,756)
Allowance for Credit Losses, End of Year	$ 5,745,363	$ 1,936,079

Property and Equipment

Property and equipment are recorded at cost. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income.

Depreciation is provided using the straight-line method, based on useful lives of the assets which range from three to seven years.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of the assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based upon this assessment there was no impairment at December 31, 2024 and 2023.

Leases

The Company recognizes right-of-use (ROU) assets and lease liabilities for lease contracts with terms greater than 12 months. Operating lease costs are recognized in the statements of operations as a single lease cost and finance lease costs are recognized in two components, interest expense and amortization expense. ROU assets from finance leases are amortized on the straight-line method over the shorter of the lease term or their respective estimated useful lives, unless the Company takes ownership of the asset at the end of the lease, in which case the ROU asset is amortized over its economic life.

The weighted-average discount rate is based on the discount rate implicit in the lease. The Company has elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. The Company has applied the risk-free rate option to all classes of assets.

The Company has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis. The Company elected the practical expedient to not separate lease and non-lease components for real estate leases.

Stockholder Notes Receivable

Stockholder notes receivable consists of two notes receivable due from the Company's stockholder noting the loans are for primarily personal non-business related matters. Amounts outstanding on the notes receivable were $8,350,000 and $2,850,000 at December 31, 2024 and 2023, respectively. The first note bears interest at 2.36%, the outstanding balance is $2,850,000 at December 31, 2024 and 2023, respectively, with a maturity date of January 1, 2027. The second note bears interest at 2.36%, the outstanding balance is $5,500,000 and $0 at December 31, 2024 and 2023, respectively, with a maturity date of May 23, 2030. Both notes are presented as a reduction to stockholder's equity in 2024 and 2023. Accrued interest is $269,925 and $0 at December 31, 2024 and 2023, respectively, and is included in stockholder notes receivable on the balance sheets.

Income Taxes

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. The stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Certain specific deductions and credits flow through the Company to its stockholders.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2024 and 2023, the unrecognized tax benefits accrual was zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense, if incurred.

Revenue Recognition, Deferred Revenue, and Deferred Costs

The Company recognizes initial franchise fee and additional franchise volume revenue and associated costs over time as substantially all material services as outlined in the written franchise agreement have been performed and the franchise reaches customer account fulfillment. Franchise revenue and associated costs for which services have not been performed are deferred for recognition in the future. Revenues from initial franchise fees are segregated into initial services, including training and provision of supplies, and initial account offering. Management anticipates that deferred revenue will be recognized within a 12-month period. The associated deferred costs are recorded up to the amount of the deferred revenue less estimated future costs that will be incurred to earn the revenue. Excess costs are expensed as incurred.

Royalty and advertising revenues are considered sales-based royalties that are related to the Company's performance obligation under the franchise agreement and are billed and recognized monthly as sales occur. These revenues are included in service revenues in the statements of operations. The Company has determined the advertising services provided to franchisees are highly interrelated with the franchise right and therefore are not distinct.

Service revenue is recognized over time. Service revenue for which the Company is responsible for the fulfillment of the service and is the primary obligor and is responsible for pricing is recorded on a gross basis while service revenue in which the Company is not the primary obligor and serves as an agent is recorded net of costs paid to the franchisee.

The Company arranges for its customers to purchase services from suppliers who deliver the services directly to the customers. Under the terms of the Company's contracts, when a service is purchased directly from the supplier, the Company is entitled to a commission based on the sales price. The Company has determined that the services to be provided to customers are provided by the suppliers and no other services are promised to customers by the Company. When the Company satisfies its promise to arrange for the services to be provided by the supplier to the customer, the Company recognizes revenue in the amount of the commission to which it is entitled.

Sales Taxes

Various states impose a sales tax on the Company's sales to non-exempt customers. The Company collects sales taxes on certain transactions. The Company's accounting policy is to exclude the tax collected and remitted to the states from revenues and cost of revenues.

Contract Costs

Incremental costs of obtaining a contract are expensed as incurred as the amortization period of the asset that otherwise would have been recognized is estimated to be one year or less.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was approximately $600,000 and $700,000 for the years ended December 31, 2024 and 2023, respectively.

Estimates

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

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on net income or stockholder's equity.

Subsequent Events

The Company has evaluated subsequent events through March 25, 2025, the date which the financial statements were available to be issued.

Note 2 - Franchisee Notes Receivable

Franchisee notes receivable consisted of the following at December 31:

	2024	2023
Notes receivable from franchisees; generally bearing interest at 12% with monthly payments of principal and interest over varying periods with maturities ranging from 2025 to 2027; secured by customer service contracts.	$ 13,722,852	$ 10,948,281
Less credit losses	(5,745,363)	(1,936,079)
	7,977,489	9,012,202
Less current maturities	(6,428,411)	(5,230,628)
Long-term maturities of notes receivable	$ 1,549,078	$ 3,781,574

Management has included interest earnings on notes receivable in the franchise fees revenue on the statements of operations, as management considers the providing of the notes receivable and revenues a part of the franchise sales process. The interest earnings totaled approximately $799,000 and $613,000 for the years ended December 31, 2024 and 2023, respectively.

Future maturities of notes receivable, net of allowance for credit losses, are as follows:

Years Ending December 31,	Amount
2025	$ 12,173,774
2026	1,491,257
2027	57,821
Future maturities	13,722,852
Less credit losses	(5,745,363)
	$ 7,977,489

Note 3 - Property and Equipment

Property and equipment consisted of the following at December 31:

	2024	2023
Computer software	$ 3,005,735	$ 2,494,977
Equipment	436,302	267,731
Leasehold improvements	694,344	694,344
Furniture	348,617	348,617
Total	4,484,998	3,805,669
Construction in process	692,388	-
Less accumulated depreciation	(2,733,785)	(2,095,742)
Property and equipment, net	$ 2,443,601	$ 1,709,927

Depreciation expense totaled $637,981 and $522,085 for the years ended December 31, 2024 and 2023, respectively.

Note 4 - Note Payable

Note payable consists of the following as of December 31:

	2024	2023
Note payable to MidFirst Bank, matured August 2024, in an original amount of $5,000,000, with interest at 3.00%, collateralized by equipment.	$ -	$ 1,144,191
Note payable to MidFirst Bank, maturing May 2028, in an original amount of $5,500,000, with interest at 6.818%, collateralized by equipment.	4,790,367	-
Less current maturities	(1,287,252)	(1,144,191)
Long-term debt, less current maturities	$ 3,503,115	$ -

The notes payable to MidFirst Bank have covenants requiring the Company to maintain certain financial ratios.

Future maturities of notes payable are as follows:

Years Ending December 31,	Amount
2025	$ 1,287,252
2026	1,379,110
2027	1,477,523
2028	646,482
	$ 4,790,367

Note 5 - Deferred Revenue and Costs

The Company received initial franchise fees which did not meet the requirements for revenue recognition as of December 31, 2024 and 2023. Consequently, recognition of the revenue and related costs will be deferred until the requirements are met. Management believes that the costs related to initial franchises exceed the initial franchise revenue. Excess costs are expensed as incurred.

Deferred revenue consisted of the following at December 31:

	2024	2023
Deferred revenue	$ 302,781	$ 584,581
Less deferred direct franchise costs	(302,781)	(584,581)
Deferred revenue, net	$ -	$ -

The deferred revenue and associated costs will be recognized for each individual franchisee, when the Company has provided the franchisee with the volume of offered accounts purchased by the franchisee.

Note 6 - Leases

The Company leases offices in multiple states under various terms under long-term, non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2025 and provide for renewal options ranging from one year to five years. The Company included in the determination of the right-of-use assets and lease liabilities any renewal options when the options are reasonably certain to be exercised. The leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases. Also, the agreements generally require the Company to pay real estate taxes, insurance, and repairs.

Total lease costs for the years ended December 31 were as follows:

	2024	2023
Operating lease cost	$ 396,869	$ 556,295

The following table summarizes the supplemental cash flow information for the years ended December 31:

	2024	2023
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 437,831	$ 609,600

The following summarizes the weighted-average remaining lease term and weighted-average discount rate for the years ended December 31:

	2024	2023
Weighted-average remaining lease term		
Operating leases	0.57 Years	1.66 Years
Weighted-average discount rate		
Operating leases	4.50%	4.50%

The future minimum lease payments under noncancelable operating leases with terms greater than one year are listed below as of December 31, 2024.

Year Ending December 31,	
2025	$ 246,070
Total lease payments	246,070
Less interest	(4,026)
Present value of lease liabilities	$ 242,044

Note 7 - Profit Sharing Plan

The Company maintains a defined contribution profit sharing plan covering all eligible employees defined in the plan. Contributions to the plan are discretionary and determined by the board of directors, subject to limitations allowable under applicable provisions of the Internal Revenue Code. The contributions were approximately $242,000 and $191,000 for the years ended December 31, 2024 and 2023, respectively.

Note 8 - Franchise Operations

During the years ended December 31, 2024 and 2023, franchise operations were as follows:

Franchises and Licenses, December 31, 2022	653
Franchises Opened During the Year	66
Franchises Closed During the Year	(104)
Franchises and Licenses, December 31, 2023	615
Franchises Opened During the Year	56
Franchises Closed During the Year	(257)
Franchises, Licenses and Company Owned Regions, December 31, 2024	414

Note 9 - Commitments and Contingencies

Under the terms of the Company's franchise agreements, the Company can be liable for certain losses or damages arising from the operations of the franchisees' cleaning service. However, the agreements provide that franchisees will indemnify the Company for all such losses resulting from claims against the Company and require franchisees to carry minimum liability insurance of $4,000,000.

Upon the sale of a franchise, the Company's obligations are to: (1) provide training for the franchisee; (2) provide the initial service account volume purchased; and (3) replace service account volume for customers terminating service within one year of the commencement of service, subject to certain restrictions.

The Company applied for and received loan forgiveness from the Small Business Administration (SBA) on its Paycheck Protection Program (PPP) loan in 2021. In accordance with PPP loan requirements, the Company is required to maintain PPP loan files and certain underlying supporting documents for periods ranging from three to six years. The Company is also required to permit access to such files upon request by the SBA. Accordingly, there is potential the PPP loan could be subject to further review by the SBA and that previously recognized forgiveness could be reversed based on the outcome of this review.

In 2024, the Company was notified by the State of Washington – Department of Revenue (the State) that they owed approximately $1,439,573 related to a three-year audit from January 1, 2019 to December 31, 2022 on how the Company reported its Washington sales on the States excise tax return. In August 2024, the Company appealed the court's decision to challenge the assessment given by the State. At this time, management is not able to reasonably estimate the final outcome of the assessment and its ultimate resolution of its financial condition and results of operations. No amounts have been accrued for in the financial statements at December 31, 2024 and 2023.

The Company is also subject to certain claims that arise in the ordinary course of business. In the opinion of management, no pending or threatened claims, actions or proceedings against the Company are expected to have a material adverse effect on the Company's operations or financial condition.

Note 10 - Long-Term Incentive Plan

The Company adopted the OpenWorks 2024 Long-Term Incentive Plan (the Plan) effective January 1, 2024 to retain and attract certain employees and service providers selected by the Board of Directors to receive awards for those who contribute to the Company's long-term success. Each participant's interest in the Plan will be evidenced by an award agreement that sets forth the terms and conditions of the award with an EBITDA based payment as defined in the Plan document. If a change of control has not been consummated before the expiration date, December 31, 2027, then a participant will be entitled to payment under the Plan document and award agreement. If the Company's EBITDA is less than or equal to $17,000,000 at December 31, 2027, then no participant is entitled to payment. If a change in control takes place before the expiration date, the participant will be entitled to receive payment under the Plan documents. Participants must be employed or engaged as an independent contractor by the Company on the date of such payment. For the year ended December 31, 2024, the Company had ten award agreements outstanding. No amount was recorded as a liability at December 31, 2024 since payment is not probable and reasonably estimated.

DELETED FINANCIALS

Financial Statements
December 31, 2023 and 2022

O.P.E.N. America, Inc.
dba OpenWorks

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Stockholder and Board of Directors
O.P.E.N. America, Inc. dba OpenWorks
Phoenix, Arizona

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of O.P.E.N. America, Inc. dba OpenWorks (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Company adopted the provisions of FASB Accounting Standards Update 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, as of January 1, 2023 using the modified retrospective approach with an adjustment at the beginning of the adoption period. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Ede Bailly LLP

Phoenix, Arizona
April 18, 2024

O.P.E.N. America, Inc. dba OpenWorks
Balance Sheets
December 31, 2023 and 2022

	2023	2022
Assets		
Current Assets		
Cash	$ 886,098	$ 42,100
Service accounts receivable, net of allowance for credit losses of $686,902 in 2023 and $1,455,625 in 2022	13,266,430	22,107,582
Current maturities of franchisee receivables, net of allowance for credit losses of $1,936,079 in 2023 and $766,079 in 2022	4,910,504	4,974,597
Prepaid expenses and other assets	82,282	170,423
Deferred franchise costs	584,581	336,921
Total current assets	19,729,895	27,631,623
Franchisee Receivables, Less Current Maturities	3,781,574	3,780,150
Property and Equipment, Net	1,709,927	2,229,861
Operating lease right-of-use-assets	397,607	798,840
Deposits and other assets	73,753	73,753
	$ 25,692,756	$ 34,514,227
Liabilities and Stockholder's Equity		
Current Liabilities		
Accounts payable	$ 373,410	$ 1,415,161
Services payable to franchisees	5,329,961	6,386,966
Accrued expenses	1,881,771	2,434,819
Deferred revenue	584,581	336,921
Current maturities of operating lease liability	388,406	566,938
Credit card payable	71,460	-
Line of credit	-	7,709,139
Current maturities of note payable on equipment	1,144,191	1,683,381
Total current liabilities	9,773,780	20,533,325
Long-Term Liabilities		
Operating lease liability, less current maturities	270,541	658,947
Note payable on equipment, less current maturities	-	1,144,190
Total liabilities	10,044,321	22,336,462
Commitments and Contingencies (Notes 7 and 10)		
Stockholder's Equity		
Common stock, no par value; 100,000 shares authorized, 1,000 shares issued and 770 shares outstanding	1,000	1,000
Additional paid-in capital	31,766	31,766
Retained earnings	18,513,669	15,042,999
Stockholder note receivable	(2,850,000)	(2,850,000)
Treasury stock	(48,000)	(48,000)
Total stockholder's equity	15,648,435	12,177,765
	$ 25,692,756	$ 34,514,227

See Notes to Financial Statements

O.P.E.N. America, Inc. dba OpenWorks
Statements of Operations
Years Ended December 31, 2023 and 2022

	2023	2022
Revenue		
Franchise fees	$ 7,754,796	$ 7,860,096
Service revenues	86,533,869	105,884,557
Total operating revenue	94,288,665	113,744,653
Cost of Revenues	67,546,961	82,844,774
Gross profit	26,741,704	30,899,879
Operating Expenses		
Selling, general and administrative	22,378,360	23,910,173
Income from operations	4,363,344	6,989,706
Other Income (Expense)		
Other income (expense), net	309,978	(257,899)
Interest expense	(212,871)	(226,709)
Other income (expense)	97,107	(484,608)
Net Income	$ 4,460,451	$ 6,505,098

O.P.E.N. America, Inc. dba OpenWorks

Statements of Stockholder's Equity

Years Ended December 31, 2023 and 2022

	Common Stock		Additional Paid-in	Retained	Stockholder Note	Treasury Stock		
	Shares	Amount	Capital	Earnings	Receivable	Shares	Amounts	Total
Balance, December 31, 2021	770	$ 1,000	$ 31,766	$ 12,099,839	$ (2,850,000)	230	$ (48,000)	$ 9,234,605
Net income	-	-	-	6,505,098	-	-	-	6,505,098
Distributions	-	-	-	(3,561,938)	-	-	-	(3,561,938)
Payments on stockholder note receivable	-	-	-	-	2,850,000	-	-	2,850,000
Issuance of stockholder note receivable	-	-	-	-	(2,850,000)	-	-	(2,850,000)
Balance, December 31, 2022	770	1,000	31,766	15,042,999	(2,850,000)	230	(48,000)	12,177,765
Net income	-	-	-	4,460,451	-	-	-	4,460,451
Distributions	-	-	-	(989,781)	-	-	-	(989,781)
Balance, December 31, 2023	770	$ 1,000	$ 31,766	$ 18,513,669	$ (2,850,000)	230	$ (48,000)	$ 15,648,435

See Notes to Financial Statements

	2023	2022
Operating Activities		
Net income	$ 4,460,451	$ 6,505,098
Adjustments to reconcile net income to net cash from (used for) operating activities		
Depreciation expense	522,085	425,595
Loss on disposal of assets	-	44,090
Credit losses	2,195,701	1,631,600
Franchisee receivables issued for franchise fees	(5,271,841)	(5,974,092)
Effects of changes in operating assets and liabilities		
Service accounts receivable	7,815,451	(8,387,923)
Prepaid expenses and other assets	88,141	92,450
Operating lease assets and liabilities	(165,705)	(158,439)
Deferred franchise costs	(247,660)	995,599
Deposits and other assets	-	9,211
Accounts payable	(1,041,751)	471,517
Services payable to franchisees	(1,057,005)	(2,034,173)
Accrued expenses	(553,048)	725,793
Credit card payable	71,460	-
Deferred revenue	247,660	(995,599)
Net Cash from (used for) Operating Activities	7,063,939	(6,649,273)
Cash Flows from Investing Activities		
Payments received for franchisee receivables	4,164,510	3,782,060
Proceeds from disposal of assets	-	57,395
Purchase of property and equipment	(2,151)	(951,751)
Net Cash from Investing Activities	4,162,359	2,887,704
Cash Flows from (for) Financing Activities		
Borrowings on line of credit	-	8,453,862
Repayments on line of credit	(7,709,139)	(744,723)
Distributions	(989,781)	(3,561,938)
Proceeds from issuance of note payable	-	-
Repayments on notes payable	(1,683,380)	(1,633,012)
Repayments on financing leases	-	(8,637)
Net Cash from (used for) Financing Activities	(10,382,300)	2,505,552
Net Change in Cash	843,998	(1,256,017)
Cash, Beginning of Year	42,100	1,298,117
Cash, End of Year	$ 886,098	$ 42,100
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	$ 212,871	$ 226,709

Note 1 - Principal Activity and Significant Accounting Policies

Principal Business Activity

O.P.E.N. America, Inc. dba OpenWorks (the Company) was incorporated in the State of Arizona in June 1987. The Company is engaged in the business of providing commercial janitorial services and selling janitorial service franchises to individuals throughout the continental United States. Generally, the Company executes fixed-priced janitorial service contracts for terms of one year or longer and, subsequently, sells the exclusive contract rights to franchisees.

A standard franchise agreement covers a ten-year period and includes an option for the franchisee to renew for two additional ten-year terms. Management anticipates that the renewal options will be exercised. Under a standard franchise agreement, the customers pay the Company which retains a 15% royalty fee. The balance of the amount collected is remitted to the franchisees net of any other amounts due to the Company.

Concentrations of Credit Risk

The Company maintains its cash in bank deposit accounts which exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per depositor, per insured bank, for each account ownership category. At December 31, 2023 and 2022, the Company had approximately $654,000 and $0, respectively, in excess of FDIC-insured limits.

Service Accounts Receivable and Allowance for Credit Losses

Service accounts receivable are uncollateralized customer obligations. Service accounts receivable are stated at the invoice amount and are due upon receipt or contractual payment terms. These receivables totaled $13,266,430, and $22,107,582 and as of December 31, 2023 and 2022, respectively, and $14,601,259 at January 1, 2022.

Generally, account balances with invoices over 30 days past due are considered delinquent. Payments of service accounts receivable are applied to the specific invoices identified on the customer's remittance advice or, if unspecified, to the earliest unpaid invoice. The Company has tracked historical loss information for its trade receivables and compiled historical credit loss percentages for different aging categories.

Management believes that the historical loss and delinquency information it has compiled is a reasonable base on which to determine expected credit losses for trade receivables held at December 31, 2023 and 2022 because the composition of the trade receivables at those dates are consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its lending practices have not changed significantly over time). Additionally, management has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for credit losses at December 31, 2023 and 2022 totaled $686,902 and $1,455,625, respectively.

Changes in the allowance for credit losses for receivables are as follows for the years ended December 31:

	2023	2022
Allowance for Credit Losses, Beginning of Year	$ 1,455,625	$ 530,330
Provision for credit losses	(333,055)	1,126,244
Charge-offs	(1,812,228)	(200,949)
Recoveries	1,376,560	-
Allowance for Credit Losses, End of Year	$ 686,902	$ 1,455,625

Franchisee Receivables

Franchisee receivables are uncollateralized notes receivable for franchise obligations for initial franchisee fees less any down payment. Notes are for 12 to 48 months at 12% annual interest. Note payments are deducted from the payments due to the franchisees for services performed. Collections on the notes of up to 15% of the franchisees monthly revenue begin when the franchisee begins servicing its first customer. Once the Company has satisfied 50% of its fulfillment obligations, the full monthly note payment is deducted from the amounts paid to the franchisee.

If a franchisee is not generating any revenue for note payments, and no payments are being received from the franchisee, the note is considered delinquent and interest accruals are discontinued.

Management believes that the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for franchisee notes receivable held at December 31, 2023 and 2022 because the composition of notes receivable at those dates are consistent with that used in developing the historical credit-loss percentages. Additionally, management has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for credit losses on franchisee receivables at December 31, 2023 and 2022 totaled $1,936,079 and $766,079, respectively.

Changes in the allowance for credit losses for franchisee notes receivables are as follows for the years ended December 31:

	2023	2022
Allowance for Credit Losses, Beginning of Year	$ 766,079	1,632,628
Provision for credit losses	2,528,756	750,000
Charge-offs	(1,358,756)	(1,616,549)
Allowance for Credit Losses, End of Year	$ 1,936,079	$ 766,079

Property and Equipment

Property and equipment are recorded at cost. Expenditures for renewals and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. Expenditures for maintenance and repairs are charged to expense. When equipment is retired or sold, the cost and related accumulated depreciation are eliminated from the accounts and the resultant gain or loss is reflected in income.

Depreciation is provided using the straight-line method, based on useful lives of the assets which range from three to seven years.

The Company reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of the assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, the manner in which the property is used, and the effects of obsolescence, demand, competition, and other economic factors. Based upon this assessment there was no impairment at December 31, 2023 and 2022.

Stockholder Note Receivable

Stockholder note receivable consists of a note receivable due from the Company's stockholder noting the loan is for personal non-business related matter. Amounts outstanding on the note receivable were $2,850,000 at December 31, 2023 and 2022, respectively. The note bears interest at 2.36% at December 31, 2023 and 2022, respectively. The outstanding note is due from the stockholder on demand and no later than January 1, 2027 and is presented as a reduction to stockholder's equity in 2023 and 2022.

Income Taxes

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. The stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Certain specific deductions and credits flow through the Company to its stockholders.

The Company evaluates its tax positions that have been taken or are expected to be taken on income tax returns to determine if an accrual is necessary for uncertain tax positions. As of December 31, 2023 and 2022, the unrecognized tax benefits accrual was zero. The Company will recognize future accrued interest and penalties related to unrecognized tax benefits in income tax expense, if incurred.

Revenue Recognition, Deferred Revenue, and Deferred Costs

The Company recognizes initial franchise fee and additional franchise volume revenue and associated costs over time as substantially all material services as outlined in the written franchise agreement have been performed and the franchise reaches customer account fulfillment. Franchise revenue and associated costs for which services have not been performed are deferred for recognition in the future. Revenues from initial franchise fees are segregated into initial services, including training and provision of supplies, and initial account offering. Management anticipates that deferred revenue will be recognized within a 12-month period. The associated deferred costs are recorded up to the amount of the deferred revenue less estimated future costs that will be incurred to earn the revenue. Excess costs are expensed as incurred.

Royalty and advertising revenues are considered sales-based royalties that are related to the Company's performance obligation under the franchise agreement and are billed and recognized monthly as sales occur. These revenues are included in service revenues in the statement of operations. The Company has determined the advertising services provided to franchisees are highly interrelated with the franchise right and therefore are not distinct.

Service revenue is recognized over time. Service revenue for which the Company is responsible for the fulfillment of the service and is the primary obligor and is responsible for pricing is recorded on a gross basis while service revenue in which the Company is not the primary obligor and serves as an agent is recorded net of costs paid to the franchisee.

Sales Taxes

Various states impose a sales tax on the Company's sales to non-exempt customers. The Company collects sales taxes on certain transactions. The Company's accounting policy is to exclude the tax collected and remitted to the states from revenues and cost of revenues.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense was approximately $700,000 and $1,100,000 for the years ended December 31, 2023 and 2022, respectively.

Estimates

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

Recent Accounting Pronouncements

As of January 01, 2023, the Company adopted Accounting Standards Update (ASU) No.2016-13, *Financial Instruments –Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* (ASU 2016-13), which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The CECL model is applicable to the measurement of credit losses on financial assets measured at amortized cost, including trade and loan receivables. CECL requires entities to measure all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. This standard provides financial statement users with more decision-useful information about the expected losses on financial instruments.

The Company adopted ASU 2016-13 using the modified retrospective review method for all financial assets measured at amortized cost. Results for reporting periods beginning after January 01, 2023, are presented under Topic 326 while prior period amounts continue to be reported in accordance with previously applicable GAAP.

As a result of the adoption of the new credit loss guidance, the Company recognized on January 01, 2023, the beginning of the adoption, no adjustment to retained earnings. The adoption of the new standard did not materially impact the Company's Statements of Operations and Cashflows.

Note 2 - Franchisee Notes Receivable

Franchisee notes receivable consisted of the following at December 31:

	2023	2022
Notes receivable from franchisees; generally bearing interest at 12% with monthly payments of principal and interest over varying periods with maturities ranging from 2024 to 2026; secured by customer service contracts.	$ 10,628,157	$ 9,520,826
Less credit losses	(1,936,079)	(766,079)
	8,692,078	8,754,747
Less current maturities	(4,910,504)	(4,974,597)
Long-term maturities of notes receivable	$ 3,781,574	$ 3,780,150

Management has included interest earnings on notes receivable in the franchise fees revenue on the statement of operations, as management considers the providing of the notes receivable and revenues a part of the franchise sales process. The interest earnings totaled approximately $613,000 and $649,000 for the years ended December 31, 2023 and 2022, respectively.

Future maturities of notes receivable, net of allowance for doubtful accounts, are as follows:

2024	$ 4,910,504
2025	3,560,375
2026	2,157,278
Future maturities	10,628,157
Less credit losses	(1,936,079)
	$ 8,692,078

Note 3 - Property and Equipment

Property and equipment consisted of the following at December 31:

	2023	2022
Computer software	$ 2,494,977	$ 2,494,977
Equipment	267,731	265,579
Leasehold improvements	694,344	694,344
Furniture	348,617	348,617
Total	3,805,669	3,803,517
Less accumulated depreciation and amortization	(2,095,742)	(1,573,656)
Property and equipment, net	$ 1,709,927	$ 2,229,861

Depreciation expense was $522,085 and $425,595 for the years ended December 31, 2023 and 2022, respectively.

Note 4 - Line of Credit

The Company has a $10,000,000 line of credit with a lender as of December 31, 2023 and 2022, respectively. The revolving line bears interest at the lesser of SOFR plus 2% or 4.5% (7.38% and 5.61% at December 31, 2023 and 2022, respectively), as defined by the lender. The line of credit is secured by substantially all of the Company's assets and is personally guaranteed by the stockholder. There was $- and $7,709,139 outstanding on this line of credit at December 31, 2023 and 2022, respectively. The line of credit expired on June 30, 2023. The line of credit agreement has covenants requiring the Company to maintain certain financial ratios and levels of net worth.

Note 5 - Note Payable

Note payable consists of the following as of December 31:

	2023	2022
Note payable to MidFirst Bank, maturing August 2024, in an original amount of $5,000,000, payable upon maturity with interest at 3.00%, collateralized by equipment.	$ 1,144,191	$ 2,827,571
Less current maturities	(1,144,191)	1,144,190
Long-term debt, less current maturities	$ -	$ 3,971,761

Note 6 - Deferred Revenue and Costs

The Company received initial franchise fees which did not meet the requirements for revenue recognition as of December 31, 2023 and 2022. Consequently, recognition of the revenue and related costs will be deferred until the requirements are met. Management believes that the costs related to initial franchises exceed the initial franchise revenue. Excess costs are expensed as incurred.

Deferred revenue consisted of the following at December 31:

	2023	2022
Deferred revenue	$ 584,581	$ 336,921
Less deferred direct franchise costs	(584,581)	(336,921)
Deferred revenue, net	$ -	$ -

The deferred revenue and associated costs will be recognized for each individual franchisee, when the Company has provided the franchisee with the volume of offered accounts purchased by the franchisee.

Deferred revenue and deferred direct franchise costs was $1,332,530 at January 1, 2022.

Note 7 - Leases

The Company leases offices, storage facilities, and equipment in multiple states under various terms under long-term, non-cancelable operating lease and finance lease agreements. The leases expire at various dates through 2025 and provide for renewal options ranging from one year to five years. The Company included in the determination of the right-of-use assets and lease liabilities any renewal options when the options are reasonably certain to be exercised. The leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases. Also, the agreements generally require the Company to pay real estate taxes, insurance, and repairs.

The Company elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate.

The Company elected the practical expedient to not separate lease and non-lease components for real estate leases.

Total right-of-use assets and lease liabilities at December 31, 2023 were as follows:

Lease Assets	Classification	2023	2022
Operating right-of-use assets	Operating lease right-of-use-assets	$ 397,607	$ 798,840
Lease Liabilities	**Classification**		
Current			
Operating lease liabilities	Current operating lease liabilities	$ 388,406	$ 566,938
Noncurrent			
Operating lease liabilities	Operating lease liabilities	270,541	658,947
Total lease liabilities		$ 658,947	$ 1,225,885

Total lease costs for the years ended December 31 were as follows:

	2023	2022
Operating lease cost	$ 556,295	$ 696,184

The following table summarizes the supplemental cash flow information for the years ended December 31:

	2023	2022
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 609,600	$ 667,856

The following summarizes the weighted-average remaining lease term and weight-average discount rate for the years ending December 31:

	2023	2022
Weighted-average remaining lease term:		
Operating leases	1.66 Years	2.38 Years
Weighted-average discount rate:		
Operating leases	4.50%	4.50%

The future minimum lease payments under noncancelable operating and finance leases with terms greater than one year are listed below as of December 31, 2023.

Years Ending December 31,	Operating
2024	$ 408,904
2025	269,211
2026	5,785
Total lease payments	683,900
Less interest	(24,953)
Present value of lease liabilities PY	$ 658,947

Note 8 - Profit Sharing Plan

The Company maintains a defined contribution profit sharing plan covering all eligible employees defined in the plan. Contributions to the plan are discretionary and determined by the board of directors, subject to limitations allowable under applicable provisions of the Internal Revenue Code. The contributions were approximately $191,000 and $155,000 for the years ended December 31, 2023 and 2022, respectively.

Note 9 - Franchise Operations

During the years ended December 31, 2023 and 2022, franchise operations were as follows:

Franchises and Licenses, December 31, 2021	724
Franchises Opened During the Year	60
Franchises Closed During the Year	(131)
Franchises and Licenses, December 31, 2022	653
Franchises Opened During the Year	66
Franchises Closed During the Year	(105)
Franchises, Licenses and Company Owned Regions, December 31, 2023	614

Note 10 - Commitments and Contingencies

Under the terms of the Company's franchise agreements, the Company can be liable for certain losses or damages arising from the operations of the franchisees' cleaning service. However, the agreements provide that franchisees will indemnify the Company for all such losses resulting from claims against the Company and require franchisees to carry minimum liability insurance of $4,000,000.

Upon the sale of a franchise, the Company's obligations are to: (1) provide training for the franchisee; (2) provide the initial service account volume purchased; and (3) replace service account volume for customers terminating service within one year of the commencement of service, subject to certain restrictions.

Loans issued under the PPP were subject to good-faith certifications of the necessity of the loan request. Borrowers with loans issued under the program in excess of $2 million are subject to review by the SBA for compliance with the program requirements. If the SBA determines that a borrower lacked an adequate basis for the loan or did not meet the program requirements, the loan will not be eligible for loan forgiveness and the SBA will seek repayment of the outstanding PPP loan balance.

The Company is also subject to certain claims that arise in the ordinary course of business. In the opinion of management, no pending or threatened claims, actions or proceedings against the Company are expected to have a material adverse effect on the Company's operations or financial condition.

Note 11 - Subsequent Events

The Company has evaluated subsequent events through April 18, 2024, the date which the financial statements were available to be issued.

During March 2024, the Company was notified by the State of Washington – Department of Revenue (the State) that they owed approximately $1,224,600 related to a three-year audit from January 1, 2019 to December 31, 2022 on how the Company reported its Washington sales on the States excise tax return. Management has filed a review petition on March 25, 2024 to challenge the assessment given by the State. As this time, management is not able to reasonably estimate the final outcome of the assessment and its ultimate resolution of its financial condition and results of operations. No amounts have been accrued for in the financial statements at December 31, 2023.

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CPAs & BUSINESS ADVISORS

Independent Auditor's Report

To the Stockholder and Board of Directors
O.P.E.N. America, Inc. dba OpenWorks
Phoenix, Arizona

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of O.P.E.N. America, Inc. dba OpenWorks (the Company), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Change in Accounting Principle

As discussed in Note 7 to the financial statements, the Company has adopted the provisions of FASB Accounting Standards Codification Topic 842, Leases, as of January 1, 2022 using the modified retrospective approach with an adjustment at the beginning of the adoption period. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Ede Bailly LLP

Phoenix, Arizona
April 19, 2023

EXHIBIT K
LIST OF AGENTS FOR SERVICE OF PROCESS

O.P.E.N. America Inc.'s statutory agent for service of process in Arizona, its state of incorporation is:

Corporate Creations Network Inc.
3260 N. Hayden Road #210
Scottsdale, AZ 85251
Maricopa County
(480) 993-2162

In addition, we have a statutory agent for service of process in the following states:

California	California Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 W. 4th Street, Suite 750 Los Angeles, California 90013-2344 (866) 275-2677
Connecticut	Banking Commissioner State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) ~~240-8230~~240-8299
Hawaii	Hawaii Commissioner of Securities ~~Commissioner of Securities of the~~ State of Hawaii Department of Consumer Affairs Business Registration Division – Securities Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722
Illinois	Illinois Attorney General, Franchise Division 500 South Second Street Springfield, Illinois 62701 (217) 782-4465
Indiana	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681
Maryland	~~Maryland~~ Securities Commissioner Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) ~~576-6390~~576-6360

Minnesota	~~Minnesota~~ Department of Commerce ~~Securities Section~~Director of Registration 85th ~~7th~~Seventh Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
New York	Secretary of State ~~NYS Department of State~~ 99 Washington Avenue ~~New York~~Albany, New York 12231 (518) 473-2492
North Dakota	North Dakota Securities and Insurance Department ~~State Capitol, 14th Floor, Dept. 414~~ 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota ~~58505-0510~~58505 (701) ~~328-4712~~328-2910
Rhode Island	~~Rhode Island Department of Business Regulation~~ Rhode Island Securities Division 1511 Pontiac Avenue, Building 69-1 Cranston, Rhode Island 02920 (401) ~~462-9527~~602-3646
South Dakota	Department of Labor and Regulation Division of Securities 124 S. Euclid, ~~Suite 104~~2nd Floor Pierre, South Dakota 57501 (605) 773-3563
Virginia	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
Washington	Washington Department of Financial Institutions 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760
Wisconsin	Wisconsin Department of Financial Institutions Division of ~~Corporate and Consumer Services~~Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) ~~261-9585~~266-0448

If a state is not listed, O.P.E.N. America, Inc. dba OpenWorks has not appointed an agent for service process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which O.P.E.N. America, Inc. dba OpenWorks has appointed an agent for service of process.

EXHIBIT L

RENEWAL AMENDMENT
TO
FRANCHISE AGREEMENT

THIS RENEWAL AMENDMENT (the "**Amendment**") is made by and between O.P.E.N. America, Inc., an Arizona corporation ("**OpenWorks**"), and _____ _____ ("**Franchisee**" or "**you**"), as an amendment to the new, replacement Franchise Agreement dated as of _____ (the "**Franchise Agreement**") , which OpenWorks and Franchisee are entering into to extend their current, expiring franchise relationship. This Amendment is to be effective concurrently with the Franchise Agreement.

A. Defined Terms. All capitalized terms used in this Amendment shall have the meanings defined in the Franchise Agreement unless otherwise expressly defined in this Amendment.

B. Renewal Fee. The renewal fee is $2,500 and is due when the Franchise Agreement is signed. Section 6.1 of the Franchise Agreement regarding the Initial Fee is therefore deleted in its entirety and left blank.

C. No Initial Training. OpenWorks will not provide you with any initial training, and the requirement that you successfully complete initial training is waived. Section 5.1.1 of the Franchise Agreement is therefore deleted in its entirety and left blank.

D. No Starter Kits. OpenWorks will not provide you with a free "starter" kit of equipment and/or supplies. Section 5.3 of the Franchise Agreement is therefore deleted in its entirety and left blank.

E. No Initial Volume. OpenWorks will not provide you with any initial Account Volume. Section 5.2.1 of the Franchise Agreement is therefore deleted in its entirety and left blank.

F. Release. Franchisee, and if Franchisee is a corporation or other legal entity, the undersigned principals of Franchisee, each individually and on behalf of their respective entities, predecessors, successors and assigns, and each such entity's shareholders, officers, directors, agents, employees, insurers, servants, partners, members, attorneys and managers, and all of their respective heirs and personal representatives (individually and collectively the **"Releasing Parties"**), do hereby fully release, remise and forever discharge OpenWorks and its predecessors and their past and present shareholders, officers, directors, agents, employees, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, injuries, expert fees, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, that any of the Releasing Parties has had in the past, or now has, whether known or unknown, absolute or contingent, whether currently existing or hereafter asserted, by reason of any matter, cause or thing set forth in, relating to or arising out of, or in any way connected with or resulting from the grant of Franchisee's franchise by OpenWorks or the performance by OpenWorks under the expiring Franchise Agreement between Franchisee and OpenWorks, *provided, however*, that the foregoing release and discharge shall not apply to obligations or rights as expressly set forth in this Renewal Amendment or to the future performance of the Franchise Agreement. The general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

G. Interpretation. In the event of any conflict between the express provisions of this Amendment and the Franchise Agreement, the terms of this Amendment shall control. This Amendment is hereby incorporated by reference into the Franchise Agreement. Except as expressly amended by this Amendment, the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Renewal Amendment to be effective concurrently with the Franchise Agreement.

Franchisee:

_____, a(n) _____ corporation, limited liability company, partnership, _____

By:_____
(Signature)

_____
(Type or Print Name)

Its:_____
(Title)

Dated:_____

OpenWorks:

By:_____
(Signature)

By:_____
(Signature)

_____
(Type or Print Name)

Its:_____
(Title)

Dated:_____

Principals of Franchisee:

_____
(Signature)

_____
(Type or Print Name)

Dated:_____

_____
(Signature)

_____
(Type or Print Name)

Dated:_____

_____
(Signature)

_____
(Type or Print Name)

Dated:_____

EXHIBIT M

General Liability Deduction Form

Entity Name: _____

Address: _____

Phone Number: _____

We have elected to participate in the insurance program sponsored by OpenWorks and not obtain similar coverage elsewhere. Therefore, I/we hereby authorize and direct OpenWorks to arrange for us to be covered by the program sponsored by OpenWorks and direct OpenWorks to pay the fees from our monthly gross revenue. The current fees are described below but we understand that the fee may be adjusted by OpenWorks to account for increased insurance and handling costs. We understand that this figure includes a handling charge by OpenWorks.

We understand that coverage under this policy is for standard business general liability insurance coverage only and that We are still responsible for all other insurance and/or business services bonding requirements under the Franchise Agreement or applicable law.

Entity Name: _____

Print Name: _____

Print Name:_____

Signature: _____Date: _____

Signature: _____Date: _____

Please remember that if you opt to carry your own liability insurance policy, you MUST furnish us with proof of current insurance coverage at all times.

Monthly Fees
Currently 3.6% of monthly Gross Income Subject to change upon notice

Workman Compensation Deduction Form

Entity Name: _____

Address: _____

Phone Number: _____

We have elected to participate in the insurance program sponsored by OpenWorks and not obtain similar coverage elsewhere. Therefore, we hereby authorize and direct OpenWorks to arrange for us to be covered by the program sponsored by OpenWorks and direct OpenWorks to pay the fees from our monthly gross revenue. The current fees are described below but we understand that the fee may be adjusted by OpenWorks to account for increased insurance and handling costs. We understand that this figure includes a handling charge by OpenWorks. The dispute resolution provisions of the Franchise Agreement, including arbitration, apply to this election.

We understand that coverage under this policy is for standard workers compensation insurance coverage only and that we are still responsible for all other insurance and/or business services bonding requirements under the Franchise Agreement or applicable law.

Entity Name: _____

Print Name: _____

Print Name:_____

Signature: _____Date: _____

Signature: _____Date: _____

Please remember that if you opt to carry your own liability insurance policy, you MUST furnish us with proof of current insurance coverage at all times.

Monthly Fees
Currently 2% - 6% of monthly Gross Revenue; Depends on your state Subject to change upon notice

EXHIBIT N

The Franchise Agreement provides that OpenWorks will evaluate your credit history prior to signing the Franchise Agreement and at any time you finance any Marketing Fee. Following are "Candidate Disclosure / Authorization Regarding Procurement of Consumer Reports" and "Candidate Release Authorization" forms that OpenWorks' vendor uses in connection with the background check as of the date the Franchise Disclosure Document was issued. The documents and vendor we use in connection with the background check may be changed by OpenWorks without notice.

Franchisee Disclosure / Authorization Regarding Procurement of Consumer Reports

O.P.E.N America, Inc. an Arizona Corporation, dba OpenWorks (the "Company") will order a consumer report and/or investigative consumer report ("background check report") on you in connection with your application to purchase a franchise from the Company, we may order additional background check reports on you without obtaining additional consent, where permissible by law. The consumer reporting agency ("Consumer Reporting Agency") that will prepare the report is ADP Screening and Selection Services, 301 Remington Street, Fort Collins, Colorado 80524, telephone 800-367-5933. In the event that information from the report is utilized in whole or in part in making an adverse decision with regard to your purchase of a franchise, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the law.

You have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested. Such disclosure will be made to you within 5 days of the date on which we receive the request from you or within 5 days of the time the report was first requested, whichever is the later. To receive this information or to inspect any files concerning such a report or to determine if a report has been requested, you may contact the Company or the Consumer Reporting Agency.

The Fair Credit Reporting Act and certain state laws give you specific rights in dealing with consumer reporting agencies. You will find these rights in the attached documents.

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. By your signature below, you hereby authorize us to order consumer and/or investigative consumer reports including, but not limited to, the following information: social security number validation; criminal, public, educational and, as appropriate, driving records; employment history and earnings history; military service; credit reports, licensing and certification checks, and drug testing results. The information may be obtained from private and public repositories of information, and can be disclosed to the processing agency below and its agents.

I agree that a facsimile or photocopy of this form is valid just like the original form.

This report will be processed by:
ADP Screening and Selection Services
301 Remington Street
Fort Collins, Colorado 80524 800-367-5933

Applicant's Name: _____
(Please Print)

Applicant's Address: _____

City/State/Zip: _____

Signature: _____

Social Security Number: _____

For Identification Purposes Only: Date of Birth: _____

Franchisee Candidate Release Authorization

I. In connection with my application to purchase a franchise from OpenWorks (the Company), I understand that a consumer report and/or an investigative consumer report will be ordered that may include information as to my character, general reputation, personal characteristics, mode of living, work habits, performance, and experience, along with reasons for termination of past employment. I understand that in compliance with applicable law and as directed by company policy and consistent with the job described, you may be requesting information from public and private sources about, but not limited to, my: workers' compensation injuries, driving record, court record, education, credentials, credit, and references. If company policy requires, I am willing to submit to drug testing to detect the use of illegal drugs prior to and during employment.

II. Medical and workers' compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws. According to the Fair Credit Reporting Act, I am entitled to know if my franchise application is denied because of information obtained by the Company from a Consumer Reporting Agency. If so, I will be notified and given the name and address of the agency or the source that provided the information.

III. I acknowledge that a telephonic facsimile (FAX) or photographic copy shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.

IV. Washington and California applicants only: if you want a free copy of the report(s) ordered, check this box □.
The report(s) will be sent to you by the consumer reporting agency listed here. The reports will be processed by: ADP Screening and Selection Services, 301 Remington Street, Fort Collins, Colorado 80524. See attached Franchisee Candidate Disclosure / Authorization Form for other notices.

V. I hereby authorize, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference or insurance company contacted by OpenWorks (the Company) or its agent, to furnish the information described in Section I.

VI. I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer to OpenWorks. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released by my previous employer, is limited to the following DOT-regulated items: alcohol tests with a result of 0.04 or higher, verified positive drug tests, refusals to be tested, other violations of DOT agency drug and alcohol testing regulations, information obtained from previous employers of a drug and alcohol rule violation and any documentation of completion of the return-to-duty process following a rule violation.

VII. Nothing herein shall constitute any acknowledgement that the Fair Debt Collection Practices Act and/or the Fair Credit Reporting Act, in whole or in part, apply to the transaction envisioned between OpenWorks and the Consumer. In addition, nothing herein shall be construed as creating, confirming or ratifying the creation of an employer-employee relationship between OpenWorks and the Consumer, it being the intention of the parties that no such relationship has, or will be, created. Rather, the legal relationship to be created is one involving a Franchisor and a Franchisee with the Consumer serving as a principal of the Franchisee and/or a guarantor of the Franchisee.

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes. I hereby release the Franchisor and agents and all persons, agencies, and entities providing information or reports about me from any and all liability arising out of the requests for or release of any of the above mentioned information or reports.

Please print your full name LAST FIRST MIDDLE

Please print other names you have used

Home Address City State Zip Code

Social Security Number Date of Birth (FOR IDENTIFICATION PURPOSES ONLY)

The following states require sex and race to obtain information: AL, AR, FL, GA, IA, IL, IN, MI, OR, SC, TX, WI

Sex: ☐ Male ☐ Female Race: ☐ Asian ☐ Black/African American ☐ Hispanic/Latino ☐ White ☐ Other

Driver's License Number | State Issuing License | Name as it appears on license

I PROMISE THE INFORMATION THAT I PROVIDED ON THIS FORM IS TRUE AND CORRECT. I UNDERSTAND THAT DISHONESTY WILL DISQUALIFY ME FROM CONSIDERATION FOR PURCHASE OF A FRANCHISE.

Signature **Today's Date**

EXHIBIT O

ASSIGNMENT
OF MAJORITY INTEREST IN
FRANCHISE RIGHTS
TO OTHER INDIVIDUAL(S)

THIS ASSIGNMENT OF MAJORITY INTEREST IN FRANCHISE RIGHTS TO OTHER INDIVIDUAL(S) (this "**Assignment**") is made and to be effective as of the _____, by and between_____ ("**Seller**") and _____ ("**Buyer**").

1. Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller sets over, transfers and assigns to Buyer, effective as of _____ (the "**Closing Date**"), ___% *[50% or more but less than 100%]* of Seller's ownership interests as Franchisee under the Franchise Agreement dated _____, _____ ("**Seller's Agreement**") by and between Seller and O.P.E.N. America, Inc., an Arizona corporation ("**Franchisor**"), relating to a janitorial services franchise with a _____ franchise package to be operated in the State of _____.

2. Payments to Franchisor. On or before the Closing Date, Seller shall pay to Franchisor all royalties, advertising contributions, accounts payable and all other amounts owed by Seller to Franchisor, plus a transfer fee of $_____.

3. Representations and Warranties. As an inducement to Franchisor to consent to this Assignment, Seller and Buyer represent and warrant to Franchisor as follows:

a. Seller and Buyer desire to assign the partial ownership interest in the franchise from Seller to Buyer for their own business purposes, and have requested that Franchisor consent to this Assignment.

b. There has been no material adverse change in the information provided to Franchisor regarding Seller or Buyer; and no default or event of default has occurred under Seller's Agreement, nor under any other agreement between Franchisor and Seller or Buyer, and no event has occurred which, with the passage of time, or the giving of notice, or both, would constitute such a default or event of default.

c. As of the Closing Date, the full legal names of Seller and Buyer, and their respective percentage interests in the franchised business, and their respective residential addresses, and telephone numbers, are as follows:

_____ ____ %

_____ Telephone:

_____ _____

_____

_____	____ %
_____	Telephone:
_____	_____
_____	
_____	____ %
_____	Telephone:
_____	_____
_____	

4. **Assumption by Buyer.** Buyer hereby assumes, and Buyer and Seller hereby agree to be bound by and perform, all obligations of Seller under Seller's Agreement that by their terms or nature continue in effect after the termination of Seller's Agreement.

5. **Termination of Seller's Agreement.** By mutual agreement, Seller and Franchisor hereby terminate Seller's Agreement, effective as of the Closing Date.

6. **Training.** *(Check the box that applies)*

☐ Buyer must pay Franchisor a training fee of $_____ and complete Franchisor's initial training program to Franchisor's satisfaction.

(or) ☐ Buyer does not have to complete Franchisor's initial training program.

7. **Buyer's Acknowledgments.** Buyer hereby acknowledges that: (a) all financial information about the business was provided by Seller; (b) Franchisor has not verified such information and does not represent that it is correct; (c) Buyer has performed his or her own independent diligence regarding the business, and decided to purchase the partial interest in the business at the agreed price based solely on Buyer's own diligence; (d) Franchisor makes no representation as to whether the purchase price is "fair" or "reasonable"; (e) the financial results of the business may not be the same when controlling ownership of the business changes; and (f) Franchisor's approval of the transfer to Buyer does not constitute a guaranty or representation that the business will be profitable or successful.

8. **Franchise Agreement.** Seller and Buyer hereby agree to execute and deliver to Franchisor, concurrently herewith, Franchisor's current form of Franchise Agreement (the "**New Agreement**") together with all ancillary documents relating to the franchise, including without limitation the attached Non-Disclosure and Non-Competition Agreement. Except as provided in Section 4 above, the New Agreement shall entirely replace Seller's Agreement. The current form of Franchise Agreement which is the New Agreement is hereby amended as follows:

a. Initial Fee. Franchisor waives the initial franchise fee.

b. Franchise Term. The term of the New Agreement shall be shortened to match the term of Seller's Agreement, and shall expire on _____ (unless renewed as provided in the New Agreement).

c. No Supplies. Franchisor will not provide any equipment or supplies to Seller and Buyer under the New Agreement.

d. Training. Franchisor will not provide any initial training unless training is provided for in Section 6 above and Franchisor is paid the stated training fee.

e. Initial Accounts. *(Check the box that applies)*

☐ Franchisor has already offered Seller the Initial Account Volume (as defined in Seller's Agreement) that Franchisor is obligated to provide under Seller's Agreement, and Franchisor will not be obligated to offer any Initial Account Volume (as defined in the New Agreement) to Seller and Buyer under the New Agreement.

(or) ☐ Franchisor will provide Seller and Buyer with the Seller's remaining unfulfilled initial Account Volume of $_____ by _____ (which Franchisor was obligated under Seller's Agreement to provide to Seller as of the Closing Date), but Franchisor will not have any further obligations to Seller and Buyer to provide any Initial Account Volume (as defined in the New Agreement).

f. Trial Period. Seller and Buyer hereby accept and agree to service under the New Agreement all of the existing customer accounts previously serviced by Seller under Seller's Agreement. Franchisor shall have no further obligations to Seller or Buyer with respect to any refunds, trial period, Franchisee rights of refusal or guaranteed replacement with respect to such existing accounts. If Franchisor is obligated to provide Buyer with any initial Account Volume under Section 8.e immediately above, then the provisions of the New Agreement with respect to refunds, a trial period, _____ (___) rights of refusal and guaranteed replacement shall apply to just the Initial Account Volume to be provided by Franchisor under Section 8.e.

9. Waiver and Release. Seller hereby fully releases, remises and forever discharges Franchisor, and its predecessors, and their past and present shareholders, officers, directors, agents, insurers, and employees, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages, injuries, expert fees, and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, that the releasing party has had in the past, or now has, whether known or unknown, absolute or contingent, whether currently existing or hereafter asserted, by reason of any matter, cause or thing set forth in, relating to or arising out of, or in any way connected with or resulting from the grant of Seller's franchise by Franchisor to Seller or the performance by Franchisor under Seller's Agreement; *provided, however*, that the foregoing release and discharge shall not apply to obligations or rights as expressly set forth in this Assignment or to the future performance of the New Agreement.

10. Governing Law. This Assignment shall be construed in accordance with, and it shall be governed by, the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SELLER:

_____
Signature

_____
Print Name

Dated: _____

BUYER:

_____
Signature

_____
Print Name

Dated: _____

BUYER:

_____
Signature

_____
Print Name

Dated: _____

CONSENT TO TRANSFER BY
O.P.E.N. AMERICA, INC.

In consideration of the payment of a transfer fee of $_____ and the foregoing release, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the conditions in the foregoing Assignment, O.P.E.N. America, Inc. hereby consents to the foregoing Assignment of the partial franchise rights of _____ to _____ and none other. If there is a dispute regarding the Seller and/or Buyer and O.P.E.N. America, Inc. is named as a party, then the dispute resolution provisions in the Seller's Agreement and the New Agreement apply to the dispute.

O.P.E.N. America, Inc.,
an Arizona corporation

By: _____

Its: _____

Date: _____

ASSIGNMENT
OF ALL
FRANCHISE RIGHTS
TO OTHER INDIVIDUAL(S)

THIS ASSIGNMENT OF ALL FRANCHISE RIGHTS TO OTHER INDIVIDUAL(S) (this **"Assignment"**) is made and to be effective as of the _____, by and between _____ (**"Seller"**) and _____ _____ (**"Buyer"**).

1. Assignment. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller sets over, transfers and assigns to Buyer, effective as of _____ (the **"Closing Date"**), all of Seller's right, title and interest as Franchisee under the Franchise Agreement dated _____, _____ (**"Seller's Agreement"**) by and between Seller and O.P.E.N. America, Inc., an Arizona corporation (**"Franchisor"**), relating to a janitorial services franchise with a _____ franchise package to be operated in the State of _____.

2. Payments to Franchisor. On or before the Closing Date, Seller shall pay to Franchisor all royalties, advertising contributions, accounts payable and all other amounts owed by Seller to Franchisor, plus a transfer fee of $_____.

3. Representations and Warranties. As an inducement to Franchisor to consent to this Assignment, Seller and Buyer represent and warrant to Franchisor as follows:

a. Seller and Buyer desire to assign the franchise rights from Seller to Buyer for their own business purposes, and have requested that Franchisor consent to this Assignment.

b. There has been no material adverse change in the information provided to Franchisor regarding Seller or Buyer; and no default or event of default has occurred under Seller's Agreement, nor under any other agreement between Franchisor and Seller or Buyer, and no event has occurred which, with the passage of time, or the giving of notice, or both, would constitute such a default or event of default.

c. Seller has offered the Franchisor a first right of refusal to acquire the Seller's right, title and interest in Seller's franchised business, as provided in Seller's Agreement.

4. Assumption by Buyer. Buyer hereby assumes and agrees to be bound by and perform all obligations of Seller under Seller's Agreement that by their terms or nature continue in effect after the termination of Seller's Agreement.

5. Termination of Seller's Agreement. By mutual agreement, Seller and Franchisor hereby terminate Seller's Agreement, effective as of the Closing Date. Seller agrees to comply with all of the post termination obligations in Seller's Agreement, including without limitation the covenants prohibiting Seller from using confidential information and engaging in any competitive business.

6. Training. *(Check the box that applies)*

☐ Buyer must pay Franchisor a training fee of $_____ and complete Franchisor's initial training program to Franchisor's satisfaction.

(or) ☐ Buyer does not have to complete Franchisor's initial training program.

7. Buyer's Acknowledgments. Buyer hereby acknowledges that: (a) all financial information about the business was provided by Seller; (b) Franchisor has not verified such information and does not represent that it is correct; (c) Buyer has performed his or her own independent diligence regarding the business, and decided to purchase the business at the agreed price based solely on Buyer's own diligence; (d) Franchisor makes no representation as to whether the purchase price is "fair" or "reasonable"; (e) the financial results of the business may not be the same when it is operated by Buyer; and (f) Franchisor's approval of the transfer to Buyer does not constitute a guaranty or representation that the business will be profitable or successful.

8. Franchise Agreement. Buyer hereby agrees to execute and deliver to Franchisor, concurrently herewith, Franchisor's current form of Franchise Agreement (**"Buyer's Agreement"**) together with all ancillary documents relating to the franchise, including without limitation the attached Non-Disclosure and Non-Competition Agreement. Except as provided in Sections 4 and 5 above, Buyer's Agreement shall entirely replace Seller's Agreement. The current form of Franchise Agreement which is Buyer's Agreement is hereby amended as follows:

a. Initial Fee. Franchisor waives the initial franchise fee.

b. Franchise Term. The term of Buyer's Agreement shall be shortened to match the term of Seller's Agreement, and shall expire on _____ (unless renewed as provided in Buyer's Agreement).

c. No Supplies. Franchisor will not provide Buyer with any equipment or supplies.

d. Training. Franchisor will not provide any initial training unless training is provided for in Section 6 above and Franchisor is paid the stated training fee.

e. Initial Accounts. *(Check the box that applies)*

☐ Franchisor has already offered Seller the Initial Account Volume (as defined in Seller's Agreement) that Franchisor is obligated to provide under Seller's Agreement, and Franchisor is not obligated to offer Buyer any Initial Account Volume (as defined in Buyer's Agreement).

(or) ☐ Franchisor will provide Buyer with the Seller's remaining unfulfilled Initial Account Volume of $_____ by _____ (which Franchisor was obligated under Seller's Agreement to provide to Seller as of the Closing Date), but Franchisor will not have any further obligations to Buyer to provide any Initial Account Volume (as defined in Buyer's Agreement).

f. Trial Period. Buyer hereby accepts and agrees to service all of the customer accounts being transferred to Buyer by Seller. Franchisor shall have no further obligations to Seller or Buyer with respect to any refunds, trial period, Franchisee rights of refusal or guaranteed replacement of the Accounts transferred from Seller to Buyer. If Franchisor is obligated to provide Buyer with any Initial Account Volume under Paragraph 8.e immediately above, then the provisions of Buyer's Agreement with respect to refunds, a trial period, _____ (___) rights of refusal and guaranteed replacement shall apply to just the Initial Account Volume to be provided by Franchisor to Buyer under Section 8.e.

9. Waiver and Release. Seller hereby fully releases, remises and forever discharges Franchisor, and its predecessors, and their past and present shareholders, officers, directors, agents and employees, for, from and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder,

that the releasing party has had in the past, or now has, whether known or unknown, absolute or contingent, whether currently existing or hereafter asserted, by reason of any matter, cause or thing set forth in, relating to or arising out of, or in any way connected with or resulting from the grant of Seller's franchise by Franchisor to Seller or the performance by Franchisor under Seller's Agreement; *provided, however*, that the foregoing release and discharge shall not apply to obligations or rights as expressly set forth in this Assignment or to the future performance of the Buyer's Agreement.

10. Governing Law. This Assignment shall be construed in accordance with, and it shall be governed by, the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

SELLER:	**BUYER:**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
Dated: _____	Dated: _____

CONSENT TO TRANSFER BY
O.P.E.N. AMERICA, INC.

In consideration of the payment of a transfer fee of $_____ and the foregoing release, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to the conditions in the foregoing Assignment, O.P.E.N. America, Inc. hereby consents to the foregoing Assignment of the franchise rights of _____ to _____ and none other. If there is a dispute regarding the Seller and/or Buyer and O.P.E.N. America, Inc. is named as a party, then the dispute resolution provisions in the Seller's Agreement and the New Agreement apply to the dispute.

Dated: _____

O.P.E.N. America, Inc.,
an Arizona corporation

By: _____

Its: _____

STATE EFFECTIVE DATES

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

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

~~**Minnesota**~~**Illinois**	~~July 7, 2025~~Pending
Minnesota	Pending

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

RECEIPTS

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

NEW YORK STATE LAW REQUIRES A FRANCHISOR TO PROVIDE THE FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF THE FIRST PERSONAL MEETING OR 10 BUSINESS DAYS BEFORE THE EXECUTION OF THE FRANCHISE OR OTHER AGREEMENT OR THE PAYMENT OF ANY CONSIDERATION THAT RELATES TO THE FRANCHISE RELATIONSHIP.

IF O.P.E.N. AMERICA, INC. OFFERS YOU A FRANCHISE, O.P.E.N. AMERICA, INC. MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE PAYMENT TO US OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE OR GRANT.

IF O.P.E.N. AMERICA, INC. DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT OR MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580, AND YOUR STATE AGENCY LISTED IN THE STATE AGENCIES EXHIBIT.

THE FRANCHISOR IS O.P.E.N. AMERICA, INC., DBA OPENWORKS, LOCATED AT 2355 E. CAMELBACK ROAD, SUITE 600, PHOENIX, ARIZONA 85016. ITS TELEPHONE NUMBER IS (602) 224-0440.

THE NAME, PRINCIPAL BUSINESS ADDRESS AND TELEPHONE NUMBER OF EACH FRANCHISE SELLER FOR THIS OFFERING IS:

___ Misty Connaughton (Corporate/Arizona) 2355 E. Camelback Rd., Suite 600, Phoenix, AZ 85016, Telephone # (800) 777-6736

Issuance Date: ~~March 25~~April 9, ~~2025~~2026

See Exhibit K for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated ~~March 25~~April 9, ~~2025~~2026, that included the following Exhibits:

Exhibit A:	List of State Franchise Administrators		Exhibit F:	Equipment Purchase Agreement
Exhibit B:	State-Specific Addenda		Exhibit G:	Table of Contents of the Operations and Safety Manual
Exhibit C:	Franchise Agreement and Attachments		Exhibit H:	List of Current Franchisees
	Attachment 1:	Business Equipment Packages	Exhibit I:	List of Former Franchisees
	Attachment 2:	Terms	Exhibit J:	Financial Statements
	Attachment 3:	Personal Guaranty	Exhibit K:	List of Agents for Service of Process
	Attachment 4:	Non-Disclosure and Non-Competition Agreement	Exhibit L:	Renewal Amendment to Franchise Agreement
	Attachment 5:	Trademarks	Exhibit M:	Insurance Applications
	Attachment 6:	Spousal Consent	Exhibit N:	Background Check Release and Authorization
	Attachment 7:	Addendums Required by Certain States	Exhibit O:	Assignments of Franchise Rights
				State Effective Dates
Exhibit D:	Promissory Note			Receipts
Exhibit E:	Agreement for Account Assignment or Increase			

RECEIPTS

Date: _____
(do not leave blank)

_____
Signature of Prospective Franchisee
individually, and on behalf of any entity to be formed.

_____
Print Name

Please sign this copy of this receipt, PRINT YOUR NAME, date your signature, and return to OpenWorks at 2355 E. Camelback Road, Suite 600, Phoenix, Arizona 85016.

RECEIPTS

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IF O.P.E.N. AMERICA, INC. OFFERS YOU A FRANCHISE, O.P.E.N. AMERICA, INC. MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE PAYMENT TO US OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE OR GRANT.

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Issuance Date: ~~March 25~~April 9, ~~2025~~2026

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				State Effective Dates
Exhibit D:	Promissory Note			Receipts
Exhibit E:	Agreement for Account Assignment or Increase			

RECEIPTS

Date: _____
(do not leave blank)

_____
Signature of Prospective Franchisee
individually, and on behalf of any entity to be formed.

_____
Print Name

Please sign this copy of this receipt, PRINT YOUR NAME, date your signature, and return to OpenWorks at 3500 E. Camelback Road, Suite 600, Phoenix, Arizona 85016.