



## FRANCHISE DISCLOSURE DOCUMENT

### Buildingstars Management, Inc.

A Missouri Corporation

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As a franchisee you will operate a business that will provide quality cleaning services to the general public on commercial premises.

The total investment necessary to begin operation of a Buildingstars Technician Program franchise is \$2,445 - \$8,295. This includes \$995 - \$1,295 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a Buildingstars On-Site Manager Program franchise is \$7,700 - \$14,095. This includes \$5,700 - \$6,995 that must be paid to franchisor or affiliate. The total investment necessary to begin operation of a Buildingstars Corporate Program franchise is \$39,600 - \$53,200. This includes \$33,000 - \$39,000 that must be paid to franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, 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 Rob Liddy at Buildingstars Management, Inc., 33 Worthington Access Drive, St. Louis, MO 63043, (314) 991-3356.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant. Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise" which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. 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](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date: April 17, 2024**

## 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
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibits G and H includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Buildingstars business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a Buildingstars franchisee?</b>	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 Franchise *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 delegates. These items may be more expensive than similar items you could buy or 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 the 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 I.

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 risks 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 Missouri. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate, or litigate with the franchisor in Missouri than in your own state.

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.

**BUILDINGSTARS MANAGEMENT, INC.  
FRANCHISE DISCLOSURE DOCUMENT**

**TABLE OF CONTENTS**

ITEM 1.	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES .....	1
ITEM 2.	BUSINESS EXPERIENCE.....	3
ITEM 3.	LITIGATION .....	6
ITEM 4.	BANKRUPTCY .....	6
ITEM 5.	INITIAL FEES .....	6
ITEM 6.	OTHER FEES .....	9
ITEM 7.	ESTIMATED INITIAL INVESTMENT .....	11
ITEM 8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES .....	13
ITEM 9.	FRANCHISEE’S OBLIGATIONS .....	14
ITEM 10.	FINANCING .....	15
ITEM 11.	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.....	15
ITEM 12.	TERRITORY.....	21
ITEM 13.	TRADEMARKS .....	22
ITEM 14.	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	23
ITEM 15.	OBLIGATION OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF YOUR BUSINESS .....	23
ITEM 16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	24
ITEM 17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION .....	24
ITEM 18.	PUBLIC FIGURES .....	25
ITEM 19.	FINANCIAL PERFORMANCE REPRESENTATIONS .....	25
ITEM 20.	OUTLETS AND FRANCHISEE INFORMATION .....	28
ITEM 21.	FINANCIAL STATEMENTS .....	38
ITEM 22.	CONTRACTS .....	38
ITEM 23.	RECEIPT.....	38
EXHIBIT A.	TECHNICIAN FRANCHISE AGREEMENT	
EXHIBIT B.	ON-SITE MANAGER FRANCHISE AGREEMENT	
EXHIBIT C.	CORPORATE FRANCHISE AGREEMENT	
EXHIBIT D.	TABLE OF CONTENTS OF MANUAL	
EXHIBIT E.	STATE SPECIFIC ADDENDA	
EXHIBIT F.	LIST OF FRANCHISEES	
EXHIBIT G.	AUDITED FINANCIAL STATEMENTS AND GUARANTEE OF PERFORMANCE	
EXHIBIT H.	UNAUDITED FINANCIAL STATEMENTS (Not Applicable)	
EXHIBIT I.	LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS	
EXHIBIT J.	RECEIPT	

## **BUILDINGSTARS MANAGEMENT, INC.**

### **FRANCHISE DISCLOSURE DOCUMENT**

#### **ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

To simplify the language in this franchise disclosure document, “BUILDINGSTARS” or “we” means Buildingstars Management, Inc., the franchisor. “You” and “your” mean the person who buys the franchise. If the franchise will be owned by a corporation or partnership or limited liability company, “you” and “your” also mean the owners of the corporation or partners of the partnership or members of the limited liability company and their spouses. “Business” means the cleaning business that you will operate under the Franchise Agreement.

We are a Missouri corporation, incorporated on June 1, 1999. We have our principal office at 33 Worthington Access Drive, St. Louis, MO 63043. We began offering franchises in St. Louis, MO in January 2000, and then we began regional operations in the following areas: Chicago, IL in 2004, in Phoenix, AZ in 2007, in Houston, TX in 2011, in Pittsburgh, PA in August 2014, in New Jersey in June 2017, in Atlanta, GA in December 2020, in Nashville, TN in May 2021, in Dallas, TX in February 2022, in Kansas City in June 2022 in Raleigh-Durham, NC in January 2023, and in San Antonio, TX in January 2024. In November 2019, we purchased the assets, including their unit franchise agreements, of our master franchisees which operated the Tampa, FL region, and in June 2022, we purchased assets of our master franchisee which operated the Charlotte, NC region. We are continuing their operations in these regions. As of the end of the last fiscal year, we and our master franchisees had 1,134 franchises operating.

We do business under our corporate name and “Buildingstars.” You will do business under the fictitious or assumed name of “Buildingstars” or any other name that we decide to use in the future.

Our parent is Buildingstars International, Inc., a Missouri corporation which was incorporated on December 22, 2008. Its principal place of business is 33 Worthington Access Drive, St. Louis, MO 63043. Buildingstars International, Inc. offers and sell master franchises which sublicenses “Buildingstars” franchises that are the same as the Business you will operate. It began offering master franchises in September 2009, and then temporarily ceased offering master franchisees in 2019, but it is resuming offering and selling master franchises in Spring 2024. As of December 31, 2023, there were 2 master franchises operating.

Facility Brands, Inc. was incorporated in Missouri on December 28, 2011. In early 2012, Facility Brands, Inc. became the holding company and parent for us, our parent, Buildingstars International, Inc. and our affiliates Buildingstars, Inc. and Green Sky Franchise Group, Inc.

Buildingstars, Inc. was incorporated under the name of Advantage Building Services, Inc., a Missouri corporation on September 30, 1994. On March 28, 2000, the name was changed to Buildingstars, Inc. Its principal place of business is at 33 Worthington Access Drive, St. Louis, MO 63043. From 1994 until 1999, Buildingstars, Inc. operated a business similar to the Business you will operate and granted franchises and independent contractors’ rights to individuals and entities that provided similar services as your Business. Buildingstars, Inc. then transferred all of its franchises and all of its independent contractors to us. All of the independent contractors either converted to franchisees or no longer operate. Buildingstars, Inc. has not offered or sold any franchises in any other line of business as of the date of this franchise disclosure document, and except as explained above, does not have nor does it offer or sell any franchises similar to your franchise. Buildingstars, Inc. is also the owner of the Marks as defined below and licenses to us the right to use and sublicense the Marks to you.

Green Sky Franchise Group, Inc. is a Missouri corporation formed on June 24, 2009. It was created to sell “Green Sky Cleaning Supply” franchises and began doing so in September 2009, but it is no longer offering and selling them. Its principal place of business is 31 Worthington Access Drive, St. Louis, MO 63043.

Green Sky Southwest, Inc. was incorporated under the laws of the State of Missouri. Green Sky Southwest, Inc., does business under the name Green Sky Cleaning Supply and sells cleaning supplies and equipment to some franchisees. Its principal place of business is 31 Worthington Access Drive, St. Louis, MO 63043.

Buildingstars Operations, Inc. contracts with customers on behalf of Buildingstars Management, Inc. and its franchisees. It also bills and collects the amounts due under the customer contracts and distributes the funds to the appropriate parties and provides various other administrative functions, including possibly providing some forms of insurance for Buildingstars Management, Inc. and its franchisees. Its principal office is located at 33 Worthington Access Drive, St. Louis, MO 63043. Buildingstars Operations, Inc. is a subsidiary of Buildingstars International, Inc.

Except as described in this Item 1, neither we nor our Affiliates, have offered or sold any franchises in any other line of business as of the date of this franchise disclosure document.

Our agents for service of process are disclosed in Exhibit I.

We sell three separate types of franchises to operate a Business that provides quality cleaning services to the general public on commercial premises in accordance with the Marks and Systems as defined under the Franchise Agreement. The types of cleaning services the Business will offer include janitorial services, restroom sanitation, vacuuming, sweeping, dusting, waxing, buffing, trash removal, carpet cleaning and related services for commercial offices and other types of buildings. We will use our best efforts to obtain initial cleaning customers for you. We will negotiate the terms of the contract with each customer and offer you the right to provide services under such contracts (“Customer Accounts”). If you decide you want to provide services for any Customer Account, you will be fully responsible for providing the services. You may also request additional accounts from us. Our Affiliate, Buildingstars International, Inc. offered from approximately 2009 to 2019, and as of Spring 2024 is offering again, for sale master franchises that sell subfranchises which are the same as the unit franchise programs we offer to sell under this Franchise Disclosure Document.

We offer three types of franchise programs: the Technician Program (the Franchise Agreement is attached as Exhibit A), the On-Site Manager Program (the Franchise Agreement is attached as Exhibit B) and the Corporate Program (the Franchise Agreement is attached as Exhibit C). Generally, you will begin with the Technician Program and as your Business grows, you may want to advance to the On-Site Manager Program and finally, the Corporate Program. These three programs have different fee structures which are discussed in Items 5 and 6 below and are operated in the following manner:

The **Technician Program** is for individuals who want to get into the cleaning business with relatively low overhead and want to provide the cleaning services in smaller buildings themselves. With this type of franchise program, you cannot hire any additional employees, but instead you are required to do all of the cleaning yourself. Each person who performs services must sign as the “Franchisee.” No more than 2 persons may be named as the “Franchisee.” Since you provide the cleaning personally, the size of Customer Accounts you can service is relatively small. Since this program allows people to “try” this type of business, the attrition rate for franchisees leaving the System is higher than normal.

The **On-Site Manager Program** franchise is structured for the franchisee which is still involved in cleaning accounts, but is able to expand into larger buildings by hiring additional employees (usually a team of 3 to 7 employees) in order to clean several buildings. Usually, franchisees who purchase a Technician Program franchise and are successful, will want to start hiring employees and convert their Technician Program franchise to an On-Site Manager Program franchise.

The **Corporate Program** franchise is designed for the franchisee who is interested in managing his/her business full time and has hired additional employees in order to expand into even larger buildings. The Customer Accounts you handle will be even larger and the scope of your services may also be greater. Typically, a franchisee which has an On-Site Manager Program franchise and wishes to add more employees and obtain more customer accounts will convert its On-Site Manager Program franchise to a Corporate Program franchise ("Conversion Franchisee").

You will operate your Business in accordance with the System (as defined in the Franchise Agreement) and Marks (as defined in the Franchise Agreement). The services you provide may be changed, improved, modified and further developed by us or our Affiliates from time to time.

We are not aware of any laws or regulations specific to the cleaning industry, however, in working with cleaning solvents, certain cleaning solvents may violate environmental laws including but not limited to the Toxic Substance Control Act. In any event, there are laws and regulations that apply to businesses in general which will apply to your Business. You must check all applicable governmental laws, regulations, and ordinances. You are responsible for knowing and complying with all laws and licensing requirements related to the operation of your Business and should consult an attorney regarding the laws and regulations that may be applicable to your Business.

The general market for your Business will be owners of commercial buildings. You will have to compete with other businesses including franchised operations, national chains and independently owned companies offering janitorial commercial office cleaning services.

## **ITEM 2. BUSINESS EXPERIENCE**

### **President, Chief Executive Officer and Secretary Christopher J. Blase**

Since the inception of these entities on the dates indicated, Christopher J. Blase has been these companies' President, Secretary and Chief Executive Officer: Buildingstars Management, Inc. (June 1, 1999), Buildingstars Operations, Inc. (October 12, 2001), Buildingstars, Inc. (September 30, 1994), Buildingstars International, Inc. (December 2008), Green Sky Southwest, Inc. (January 16, 2007), Facility Brands, Inc. (December 29, 2011) and Green Sky Franchise Group, Inc. (June 24, 2009).

### **Vice President Christopher M. Hogg**

Since April 2011, Mr. Hogg has been our Vice President and Vice President of our affiliates and subsidiaries. From 2002 until 2008, Mr. Hogg was the Regional Director for St. Louis and in December 2008 to April 2011, Mr. Hogg was our Division Manager.

### **Vice President of Finance Robert J. Liddy**

Since May 2021, Mr. Liddy has been our Vice President of Finance and Vice President of Finance of our affiliates and subsidiaries. From February 2018 until May 2021, Mr. Liddy was the Controller of AB Mauri North America in St. Louis, MO.



**Area Vice President Zachary Smilack**

Since June 2019 Mr. Smilack has been our Area Vice President and the Area Vice President of our affiliates and subsidiaries. From October 2016 until June 2019, Mr. Smilack was the National Director of Leadership for OpenWorks in Phoenix, AZ.

**Area Vice President Ryan Lemmon**

Since June 2019, Mr. Lemmon has been our Area Vice President and the Area Vice President of our affiliates and subsidiaries. From August 2016 until June 2019, Ryan Lemmon was the Regional Director of Buildingstars Management, Inc. in charge of our office located in the St. Louis, MO metropolitan area. From December 2010 until August 2016, Mr. Lemmon advanced through the Buildingstars organization, from Operations Manager to Key Account Manager to Director of Operations.

**Regional Director – Chicago Kelly Wineinger**

Since September 2020, Ms. Wineinger has been the Regional Director of Buildingstars Management, Inc. for our office located in Chicago, IL. From October 2018 until August of 2020 Kelly Wineinger was the Sr. Sales Manager for Buildingstars Management, Inc. in Chicago, IL. From October 2007 until September 2018 Kelly Wineinger was the Outside Sales Representative for Buildingstars Management, Inc. in Chicago, IL.

**Regional Director – Houston Joel David Euresti**

Since January 2018, Mr. Euresti has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Houston, TX. From May 2017 through December 2017, Joel Euresti was the Co-Regional Director of Buildingstars Management, Inc. in charge of our office located in Houston, TX. From September 2015 until May 2017, Mr. Euresti was the Sales Manager for Buildingstars Management, Inc. in Houston, TX. From September 2013 until September 2015, Mr. Euresti was the Operations Manager of Buildingstars Management, Inc. in Houston, TX.

**Regional Director – Phoenix Ryan McIntire**

Since July 2018, Ryan McIntire has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Phoenix, AZ. From August 2014 until July 2018, Ryan McIntire was the Regional Director of Buildingstars Management, Inc. in charge of our office located in the Pittsburgh, PA metropolitan area. From March, 2012 until August 2014, Mr. McIntire was Director of Sales for our Phoenix, AZ office.

**Regional Director – Pittsburgh Jeff Lewis**

Since June 2018, Mr. Lewis has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Pittsburgh, PA. From September 2016, until May 2018, Mr. Lewis was the Sales Manager for Buildingstars Management, Inc. in Pittsburgh, PA.

**Regional Director – St. Louis Nathan Hucker**

Since July 2019, Mr. Hucker has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in St. Louis, MO. From March 2014 until July 2019, Mr. Hucker advanced through the Buildingstars organization from Account Manager, Key Account Manager, and as an Operations Manager for Buildingstars Management, Inc.

**Regional Director – New Jersey   Travis Griesbach**

Since April 2023, Travis Griesbach has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in East Brunswick, NJ. From September 2018 until March 2023, Mr. Griesbach was an Outside Sales Representative for us in East Brunswick, NJ.

**Regional Director – Tampa   Kayla Dawson**

Since October 2022, Kayla Dawson has been the Regional Director of Buildingstars Management, Inc. in charge of our Tampa, FL office. From December 2021 until October 2022, Ms. Dawson was an Outside Sales Representative for us in Pittsburgh PA. From August 2019 until December 2021, Ms. Dawson was an Account Manager for us in Pittsburgh, PA. From December 2018 until August 2019, Ms. Dawson was a Client Service Representative for Open Systems Healthcare in Pittsburgh, PA.

**Regional Director – Atlanta   Mike Shanus**

Since November 2020, Mike Shanus has been the Regional Director of Buildingstars Management, Inc. in charge of the office located in Atlanta, GA. From April 2018 to November 2020, Mr. Shanus was the Outside Sales Manager for Sunstate Equipment in Atlanta, GA.

**Regional Director – Nashville   William Pearson**

Since April 2023, Mr. Pearson has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Nashville, TN. From January 2020 until February 2023, Mr. Pearson was the District Manager for Aramark Uniform Services in Nashville, TN. From May 2019 until August 2019, Mr. Pearson was an Intern at Aramark Uniform Services in Nashville, TN.

**Regional Director – Dallas   Rob Mashigian**

Since April 2022, Rob Mashigian has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Dallas, TX. From 2019 to 2021, Mr. Mashigian was the Area Sales Director for Summit Truck Group in Lewisville, TX. From 2016 until 2019, Mr. Mashigian was the Regional Manager of PLS Financial Services, Inc. in Dallas, TX.

**Regional Director – Kansas City   Brian Jeffrey Corrigan, Jr.**

Since June 2022, Mr. Corrigan has been the Regional Director of Buildingstars Management Inc. in charge of our office located in Overland Park, KS servicing the Kansas City metropolitan area. From March 2020 to May 2022, Mr. Corrigan was an Outside Sales Representative for Buildingstars Management, Inc. in the St. Louis, MO, region. From July 2018 to February 2020, Mr. Corrigan was an Account Manager for Summit Distributing in St. Louis, MO.

**Regional Director – Raleigh-Durham   Ryan Clay**

Since January 2023, Ryan Clay has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Raleigh-Durham, NC. From June 2022 to December 2022, Ryan Clay was the Regional Director of Buildingstars Management, Inc. in charge of our office located in Charlotte, NC. From January 2021 until June 2022, Mr. Clay was an Outside Sales Representative for Buildingstars Management, Inc. in our office in Phoenix, AZ. From November 2019 until December 2022, Mr. Clay was

in Business Development for Sendoso in Scottsdale, AZ. From March 2017 to March 2019, Mr. Clay was Account Executive for DEX Imaging in Wilmington, NC.

**Regional Director – Charlotte Michael Grasso**

Since November 2022, Michael Grasso has been the Regional Director for the Charlotte, NC office. From August 2021 until November 2022, Mr. Grasso was Regional Sales Manager for The Joint Chiropractic in Charlotte, NC. From August 2018 until July 2021, Mr. Grasso was the owner of Bedford Hills Barbell in Bedford Hills, NY.

**Regional Director – San Antonio Sherry Davis**

Since December 2023, Ms. Davis has been Regional Director of Buildingstars Management, Inc. in charge of our San Antonio, TX based office. From May of 2023 until December of 2023, Ms. Davis was a Sales Representative in the Buildingstars Management Inc. Houston, TX office. From November of 2017 through May of 2023, Ms. Davis was an Account Manager and Key Account Manager for the Buildingstars Management Inc. Houston, TX office.

**ITEM 3. LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4. BANKRUPTCY**

No bankruptcies are required to be disclosed in this Item.

**ITEM 5. INITIAL FEES**

The amount of the Initial Franchise Fee depends upon the type of franchise program you are purchasing – Technician Program, On-Site Manager Program or Corporate Program. At the time you sign the Franchise Agreement, you must pay BUILDINGSTARS an Initial Franchise Fee in cash or, if you want us to finance it, we may do so under the terms and conditions explained below. The chart shows the Initial Franchise Fee for each program.

Type of Franchise	Total Initial Franchise Fee	Minimum Down Payment	Monthly Payments	Note Amount	Length of Note
TECHNICIAN (Note 1)	\$995 (cash) \$1,295 (financed)	\$695	\$100	\$600	6 months
ON-SITE MANAGER (Note 2)	\$6,995 (cash) \$7,995 (financed) (\$2,000 in Monthly Contract Revenue )	\$3,995	\$200	\$4,000	20 months
CORPORATE (Note 3)	\$36,995 (cash) \$46,995 (financed) (\$10,000 in Monthly Contract Revenue)	\$6,995	\$2,000	\$40,000	20 months

You will receive a credit against the Initial Franchise Fee for the Corporate and On-Site Manager Program equal to the amount you paid for the Initial Franchise Fee and Account Sales Fees from the prior Program.

### **Note 1: Technician Program.**

The Initial Franchise Fee is \$1,295 which is payable when you sign the Franchise Agreement. If you prefer, we will finance a portion of the Initial Franchise Fee. You will pay us a down payment of \$695 when you sign the Franchise Agreement and sign a Promissory Note for \$600 in the form set forth in Exhibit I of the Franchise Agreement. The Note is payable without interest in 6 monthly installments of \$100 each, with the first installment due on the 15<sup>th</sup> day of the month which is 90 days after execution of the Franchise Agreement. BUILDINGSTARS may withhold the monthly Note payments from the amount of billings BUILDINGSTARS collects for you, as more fully described in Sec. VI.D. of the Franchise Agreement.

If you are purchasing a Technician Program franchise, you may purchase a start-up package of equipment and supplies from one of our Affiliates at the time you sign the Franchise Agreement. The price of the start-up package is between \$1,000 - \$1,050. You can either pay the amount of the start-up package in full when you purchase it, or you may pay us a down payment of \$100 at the time you sign the Franchise Agreement and pay us the balance in 3 equal monthly payments thereafter. We will withhold these monthly payments from the amount of billings which we collect on your behalf and pay our Affiliate for you.

### **Note 2: On-Site Manager Program.**

The Initial Franchise Fee consists of two separate fees: a fixed fee (“Base Fee”) and a variable fee (“MCR Fee”). The Base Fee is \$3,995. The MCR Fee is 150% of the Monthly Contract Revenue if you pay cash and 200% of the Monthly Contract Revenue if the Initial Franchise Fee is financed. The MCR Fee is \$3,000 (\$2,000 Monthly Contract Revenue x 150%).

If you are not already a Technician Program franchisee, you must pay the Initial Franchise Fee in full when the Franchise Agreement is signed. If you are in good standing under your Technician Program Franchise Agreement, the initial franchise fee paid under the Technician Program Franchise Agreement will be credited against the Initial Franchise Fee (“Technician Credit”). You can either pay the balance of the Initial Franchise Fee upon execution of the On-Site Manager Franchise Agreement or pay a portion of the Initial Franchise Fee and sign a promissory note for the balance upon execution of the On-Site Manager Franchise Agreement.

The following are examples of the calculation and payment of the Initial Franchise Fee:

#### **Initial Franchise Fee - Cash**

Monthly Contract Revenue	Rate	MCR Fee	Base Fee	Initial Franchise Fee (lump sum)
\$2,000	150%	\$3,000	\$3,995	\$6,995

#### **Initial Franchise Fee - Financed**

If financed, you must make a minimum down payment of \$3,995 upon the execution of the Franchise Agreement and execute a Promissory Note for the amount financed. The Promissory Note will provide for equal payments for a period of 20 months. The Promissory Note and Guarantee will contain substantially the same terms and conditions as are set forth in Exhibit II of the On-site Manager Agreement. Exhibit I of the On-Site Manager Franchise Agreement will set forth the manner of payment of the Initial Franchise Fee.

The following chart outlines examples of the financed options of the Initial Franchise Fee.

Monthly Contract Revenue	Initial Franchise Fee (Including Finance Fees)	Minimum Down Payment	Amount Financed	Number of Months	Monthly Payment Amount
\$2,000	\$7,995	(\$3,995)	\$4,000	20	\$200

Even as a franchisee in the Technician Program, there is no assurance that an On-Site Manager Program franchise will be offered.

**Note 3: Corporate Program.**

The Initial Franchise Fee consists of two separate fees: a fixed fee (“Base Fee”) and a variable fee (“MCR Fee”). The Base Fee is \$6,995. The MCR Fee is 300% of the Monthly Contract Revenue if you pay cash and 400% of the Monthly Contract Revenue if the Initial Franchise Fee is financed. The MCR Fee is \$30,000 (\$10,000 Monthly Contract Revenue x 300%).

If you are not already an On-Site Manager Program franchisee, you must pay the Initial Franchise Fee in full when this Agreement is signed. If you are in good standing under your On-Site Manager Program Franchise Agreement, the initial franchise fee paid under the On-Site Manager Program Franchise Agreement will be credited against the Initial Franchise Fee and amounts paid for Account Sales Fees. You will either pay the balance of the Initial Franchise Fee upon execution of the Corporate Franchise Agreement or pay a portion of the Initial Franchise Fee and sign a promissory note for the balance upon execution of the Corporate Franchise Agreement.

The following outlines the calculation and payment of the Initial Franchise Fee;

**Initial Franchise Fee - Cash**

Monthly Contract Revenue	Rate	MCR Fee	Base Fee	Initial Franchise Fee (lump sum)
\$10,000	300%	\$30,000	\$6,995	\$36,995

**Initial Franchise Fee - Financed**

If financed, you must make a minimum down payment of \$6,995 upon the execution of the Corporate Franchise Agreement and execute a Promissory Note for the amount financed. The Promissory Note will provide for equal payments for a period of 20 months. The Promissory Note and Guarantee will contain substantially the same terms and conditions as are set forth in Exhibit III of the Corporate Franchise Agreement. Exhibit II of the Corporate Franchise Agreement will set forth the manner of payment of the Initial Franchise Fee.

The following chart outlines examples of the financed options of the Initial Franchise Fee.

Monthly Contract Revenue	Initial Franchise Fee (Including Finance Fees)	Minimum Down Payment	Amount Financed	Number of Months	Monthly Payment Amount
\$10,000	\$46,995	(\$6,995)	\$40,000	20	\$2,000

Even as a franchisee in the On-Site Manager Program, there is no assurance that a Corporate Program franchise will be offered to you.

The Initial Franchise Fee for all of the Programs are fully earned when paid and are not refundable under any circumstances.

## ITEM 6. OTHER FEES\*

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee	10% of Gross Sales	Deducted on the 15 <sup>th</sup> of each month	See below for a more detailed explanation ( <i>Note 1</i> )
Management Fee:			
Technician Program	20% of Gross Sales	Deducted on the 15 <sup>th</sup> of each month	See below for a more detailed explanation ( <i>Note 1</i> )
On-Site Manager Program	10% of Gross Sales		
Corporate Program	0% of Gross Sales		
Account Sales Fees:			
Technician Program	None	Payment under a Promissory Note	See below for a more detailed explanation ( <i>Note 2</i> )
On-Site Manager Program	200% of Monthly Contract Revenue		
Corporate Program	400% of Monthly Contract Revenue		
Non-Performance Fee	\$25 per hour per person needed to resolve complaint plus out of pocket expenses incurred	Immediately	If we receive a complaint from a customer and it is not remedied by you within 24 hours. ( <i>Note 3</i> )
Administration Fee	5% of Gross Sales	Deducted on the 15 <sup>th</sup> day of each month	See below for a more detailed explanation ( <i>Note 4</i> )
Insurance Program Fee	3.5% of Gross Sales	Deducted on the 15 <sup>th</sup> day of each month	See below for a more detailed explanation ( <i>Note 5</i> )
Additional Training	Reasonable Fee	As incurred	Training for 2 persons is included in Initial Franchise Fee ( <i>Note 6</i> )
Late Payment Fee	The lesser of the maximum rate of interest due on open accounts or 1½% per month during the period of time payments are due	Payable on demand	See below for a more detailed explanation ( <i>Note 7</i> )
Renewal Fee	\$200 for Technician \$1,000 for On-Site Manager \$2,000 for Corporate	Payable on renewal	
Transfer Fee	Lesser of \$4,000 or 10% of the total sales price of the Interest being transferred but not less than \$1,500 (On-Site Manager and Corporate)	Payable on transfer	
Audit Fee	Cost of audit	30 days after billing	Payable only if audit shows an understatement of at least 2% of Gross Sales for any month
Failure to Carry Insurance	\$100 for the first day and \$25 for each additional day	On demand	Payable only if you do not carry the required insurance
Optional Purchases of equipment and supplies	Prices are listed on a price list	Pay by check with each order	An Affiliate may sell cleaning equipment and supplies. Payment may include cost of goods, shipping and handling
Taxes	Actual Costs	On demand	Payable if certain taxes are levied or assessed on the fees you pay to us or our affiliates. ( <i>Note 8</i> )

NAME OF FEE	AMOUNT	DUE DATE	REMARKS
Customer Development Fee	3 times the monthly amount agreed to be paid to FRANCHISEE or its employees or affiliates for providing services to Customers outside of the Franchise Agreement	On demand	Payable only if janitorial or cleaning services are provided to Customers within 1 year after termination, expiration or transfer of the Franchise Agreement
Dispute Resolution Fees	\$50,000 plus attorneys' fees and expenses	Upon invoice	If you do not comply with our dispute resolution requirements in the Franchise Agreement

\* All fees are imposed by and are payable to us or our Affiliates. All fees are non-refundable. All of the fees were uniformly imposed.

**Note 1:** “Gross Sales” means the total money or property you earn or derive from the operation of the Business, including all fees and other charges for every type of service performed and goods and services sold. Gross Sales will be calculated at the time the services or products from which they were derived are delivered or rendered. The term does not include applicable sales, use or service taxes and any refunds and allowances actually given to customers. “Gross Sales” may also be referred to as “Gross Revenues.”

You will pay us, by the 15<sup>th</sup> day of the month following the month in which the sales were made, a Royalty Fee and a Management Fee equal to the amount described in the chart above throughout the term of the Franchise Agreement. For example, the Management Fee for February is payable by March 15<sup>th</sup>. We will withhold the Management Fee from the amount of billings which we collect on your behalf.

For the **On-Site Manager Program**, you will pay a Royalty Fee of 20% instead of 10% on those Gross Sales attributable to Specialty Work. For the **Corporate Program**, you will pay a Royalty Fee of 30% instead of 10% on those Gross Sales attributable to Specialty Work. “Specialty Work” means project work that is above and beyond the scope of the monthly janitorial services, such as carpet cleaning, floor refinishing, window cleaning, and special projects. Franchisees in the Technician Program are not permitted to do Specialty Work.

**Note 2:** If you request a new customer account to service or if we offer you a new customer account which you wish to service, you must pay us an Account Sales Fee of either 150% of the Monthly Contract Revenue which is generated from the new customer account if you are an On-Site Manager Program franchisee or 300% of the Monthly Contract Revenue if you are a Corporate Program franchisee.

If you request the new customer account, which you must do in increments of \$1,000 of Monthly Contract Revenue, you will pay us either the entire Account Sales Fee in cash or 1/20 of the amount of the Account Sales Fee when you submit the request which will serve as the first month's payment under the Promissory Note which you must sign. The Promissory Note is payable in 20 equal monthly installments. The second payment under the Promissory Note will be due after the first full month you have provided service to the new customer. The amount of the Promissory Note will be 200% (if you are in the On-Site Manager Program) or 400% (if you are in the Corporate Program) of the Monthly Contract Revenue.

If we offer you a new customer and you wish to accept the new customer, you will either pay us the entire Account Sales Fee in cash or execute a Promissory Note for the Account Sales Fee. This Promissory Note is payable in 20 equal monthly installments. The amount of the Promissory Note will be 200% (if you are in the On-Site Manager Program) or 400% (if you are in the Corporate Program) of the Monthly Contract Revenue. The first payment is due after the first full month you provide service to the new customer.

**Note 3:** You have to reimburse us for expenses and costs we incur to remedy complaints of your customers.

**Note 4:** By the 15<sup>th</sup> of every month, you must pay us an Administration Fee equal to 5% of the Gross Sales of the previous month. We will withhold the Administrative Fee from the amount of billings which we collect on your behalf.

**Note 5:** Currently we are able to purchase general liability, workers compensation and employee dishonesty coverage for you. If you decide to participate in this insurance program, you will pay us by the 15<sup>th</sup> day of the month following the month in which the sales were made, an Insurance Program Fee of 3.5% of Gross Sales per month throughout the term of the Franchise Agreement. We have the right to increase the Insurance Program. We will withhold these amounts from the total billings which we collect on your behalf. The cost of the insurance is subject to change. We make this program available to qualified franchisees and will continue to do so in our sole discretion, but assume no liability in connection therewith. We reserve the right to discontinue the program at any time upon prior written notice to you.

**Note 6:** We may provide additional or refresher training programs. You will pay a reasonable fee for any additional or refresher training programs as well as all transportation, lodging, meals and other expenses incurred by you and your employees in attending such programs.

**Note 7:** Interest begins from the date of underpayment.

**Note 8:** You agree to indemnify and/or reimburse us and our affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the conduct of the Franchised Business or the license of any of our or our affiliates' intangible property to you (whether required to be paid by us or our affiliates, withheld by you or otherwise). Your obligation to indemnify or reimburse us or our affiliates for these taxes do not extend to income-type taxes which a state or local government imposes on us or our affiliates' income.

## ITEM 7. ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

#### TECHNICIAN PROGRAM

ITEMS	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (See Item 5)	\$995 (cash) \$1,295	Lump Sum	At time of signing Franchise Agreement	Us
Travel and living expenses during training	\$0 – \$1,000	Lump sum	As incurred	Airlines, hotels, restaurants
Equipment (Note 1)	\$1,000 – \$3,000	Lump sum or credit through supplier	As incurred and prior to opening	Suppliers and us or our Affiliates
Insurance	\$100 – \$1,000	Lump sum	Monthly	Insurance company and/or us
Legal, accounting and professional fees	\$250 – \$1,000	Lump sum	Prior to opening	Attorneys, accountants, etc.
Opening inventory (supplies)	\$100 – \$500	As incurred	Prior to opening	Suppliers, or us or our Affiliates
Additional Funds – 3 months (Note 2)	0 – \$500	As incurred	As incurred	Employees, suppliers, utilities
<b>TOTAL</b>	<b>\$2,445 – \$8,295</b>			



### ON-SITE MANAGER PROGRAM

ITEMS	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (See Item 5)	\$5,700 – \$ 6,995 (\$2,000 in Monthly Contract Revenue)	Lump Sum	At time of signing Franchise Agreement	Us
Travel and living expenses during training	\$0 – \$1,000	Lump sum	As incurred	Airlines, hotels, restaurants
Equipment ( <i>Note 1</i> )	\$1,200 – \$3,000	Lump sum or credit through supplier	As incurred and prior to opening	Suppliers, us or our Affiliates
Insurance	\$100 – \$1,000	Lump sum	Monthly	Insurance company and/or us
Legal, accounting and professional fees	\$500 – \$1,000	Lump sum	Prior to opening	Attorneys, accountants, etc.
Opening inventory (supplies)	\$200 – \$600	As incurred	Prior to opening	Suppliers, or us or our Affiliates
Additional Funds – 3 months ( <i>Note 2</i> )	\$0 – \$500	As incurred	As incurred	Employees, suppliers, utilities
<b>TOTAL</b>	<b>\$7,700 – \$14,095</b>			

### CORPORATE PROGRAM

ITEMS	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (See Item 5)	\$33,000 – \$39,000 (\$10,000 in Monthly Contract Revenue)	Lump sum	At time of signing Franchise Agreement	Us
Travel and living expenses during training	\$0 – \$1,000	Lump sum	As incurred	Airlines, hotels, restaurants
Equipment ( <i>Note 1</i> )	\$2,500 – \$5,000	Lump sum or credit through supplier	As incurred and prior to opening	Suppliers, us or our Affiliates
Insurance	\$300 – \$1,000	Lump sum	Monthly	Insurance company and/or us
Legal, accounting and professional fees	\$500 – \$1,500	Lump sum	Prior to opening	Attorneys, accountants, etc.
Opening inventory (supplies)	\$300 – \$700	As incurred	Prior to opening	Suppliers, us, or our Affiliates
Additional Funds – 3 months ( <i>Note 2</i> )	\$3,000 – \$5,000	As incurred	As incurred	Employees, suppliers, utilities
<b>TOTAL</b>	<b>\$39,600 – \$53,200</b>			

These expenses are merely estimates. You should make your own independent investigation and analysis of the potential expenses which may be incurred in order to open your business and obtain professional advice.

**Note 1:** The amount and type of cleaning equipment you need will depend on the type of Franchise Program you purchase and will be included in the Confidential Operations Manual. If you purchase a Technician Program franchise, you may purchase the start-up package of equipment and supplies from BUILDINGSTARS or its Affiliate as described in Item 5. All franchisees will be required to have cellular telephones and an email account in order to maintain 24 hour contact with us. You may purchase or lease them from any source.

**Note 2:** This estimates your initial startup expenses. These expenses include payroll for the employees you hire to run the Business, benefits, utilities, additional inventory requirements, working capital and supplies, etc. However, it does not include the following: Account Sales Fees, Management

Fees, Non-Performance Fees, any other expenses which are listed in the above charts and any salary or draw for you or your owner.

The amounts for Additional Funds are estimates and we cannot guarantee that you will not have additional expenses starting the Business. Your costs will depend on various factors: how carefully you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the services that will be provided; the prevailing wage rate; competition; and the sales level reached during the initial period, as well as other factors. We relied on our experience, our Parent's experience and our Affiliates' experiences since 2000 in the janitorial business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

We do not offer direct or indirect financing to franchisees for any items except the Initial Franchise Fee and the Account Sales Fee. None of the fees listed in this Item are refundable. There can be no assurance that the experience of a particular franchisee will correspond with the information presented above. The availability of financing will depend upon various factors such as your credit worthiness, other security that you may have, and the requirements of lending institutions concerning the type of business to be operated by you.

#### **ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

At this time, you do not have to purchase or lease any goods, services, supplies, fixtures or equipment relating to the establishment or operation of your Business from us or any of our Affiliates. However, if you have purchased a Technician Program franchise, you may want to purchase the required start-up package of equipment and supplies from our Affiliate. In any event, you are obligated to purchase all products, services, supplies, equipment and materials required for the operation of your Business that meet our standards.

To protect and maintain the goodwill and public acceptance and recognition of the Marks and System, you must apply our specifications to your purchases of signs, stationery, business cards and office supplies with Marks imprinted on them. You may only use the business forms approved by us. Any forms we provide to you may be duplicated and used by you during the term of the Franchise Agreement. The specifications and standards for all products may be included in the Confidential Operations Manual which may be changed from time to time. You may purchase products, subject only to our approval, based upon the uniform quality standards and specifications previously adopted by us. Although we do not have any approved suppliers, if we did decide to approve a supplier you request, we will provide you with a decision within 60 days after receiving all necessary information.

You must purchase and continuously maintain during the term of the Franchise Agreement, at a minimum, the insurance coverages that we require and must furnish to us evidence of such insurance as we will reasonably request, together with information concerning claims and losses under such insurance. You are required to name us and our designated Affiliates as additional insureds (without obligation to pay the premium or any deductible amounts, all of which will be paid by you), and must be carried with such responsible insurance companies and be in such form as is reasonably satisfactory to us. We have the right to require you to increase the types and amounts of insurance coverage we may, in our sole discretion, reasonably require. We or our Affiliates may, in our sole option and from time to time, make insurance coverage available to you. If you are eligible and wish to participate in such insurance coverage, you will be required to pay an Insurance Program Fee that is described in Item 6 above and Section IV.E of the Franchise Agreement.

We do not negotiate purchase arrangements with suppliers for your benefit however we reserve the right to do so in the future. There are no purchasing or distribution cooperatives. We do not provide material

benefits (i.e. renewal or granting additional franchises) to a franchisee based on a franchisee's purchase of particular products or services or use of a particular supplier.

The purchase of products from approved sources will represent approximately 60% of your overall purchases in opening the franchise and 5% of your overall purchases in operating the franchise. Our Affiliate, Green Sky Southwest, Inc., sells cleaning supplies and equipment to franchisees. During the fiscal year 2023, Green Sky Southwest, Inc. had gross revenues of \$346,229.76 from product sales to franchisees.

Except for Green Sky Southwest, Inc., a supplier that is owned by an officer of ours, none of the other suppliers are owned by any of our officers. We and our Affiliates may derive revenue from your purchases or lease and we and they reserve the right to do so in the future. Except as provided above, we and our Affiliates are not suppliers of other products or services. We or our Affiliates may decide to become a supplier of other goods, products and services in the future. If so, we or our Affiliates would expect to derive income and profit from such sales.

## 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 Franchise Agreements	Disclosure Document Item
(a) Site selection and acquisition/lease	Not applicable	Items 7 and 11
(b) Pre-opening purchases/leases	Section VII.C	Items 5,7, 8 and 11
(c) Site development and other pre-opening requirements	Section VII.A	Items 7, 8 and 11
(d) Initial and ongoing training	Section VI.A	Items 6, 7, and 11
(e) Opening	Section VII.A.	Item 11
(f) Fees	Sections III and IV.	Items 5, 6 and 7
(g) Compliance with standards and policies/Operating Manual	Sections VII.C. and XII	Item 11
(h) Trademarks and proprietary information	Sections VIII and IX	Items 13 and 14
(i) Restrictions on products/services offered	Section VII.C	Items 8, 11, 12 and 16
(j) Warranty and customer service requirements	Sections VII.C.	Item 11
(k) Territorial development and sales quotas	Section VII.I.	Item 12
(l) Ongoing product/service purchases	Section VII.C	Items 6 and 8
(m) Maintenance, appearance and remodeling requirements	None	Items 8 and 11
(n) Insurance	Section VII.D.	Items 6, 7 and 8
(o) Advertising	Section VII.C.	Items 6 and 11
(p) Indemnification	Section XIV	Item 6
(q) Owner's participation/management/ Staffing	Section VII.C	Items 11 and 15
(r) Records/Reports	Section VII.H	Not applicable
(s) Inspections/audits	Sections VI.G and I	Items 6 and 11
(t) Transfer	Section XIII	Items 6 and 17
(u) Renewal	Section V.	Items 6 and 17
(v) Post-termination obligations	Sections XI.C	Item 17
(w) Non-competition covenants	Section X	Items 15 and 17
(x) Dispute Resolution	Section XV.	Item 17

## ITEM 10. FINANCING

We may finance a portion of the Initial Franchise Fee, under the circumstances explained in Item 5, or Account Sales Fees.

### SUMMARY OF FINANCING OFFERED

Item Financed	Source of Financing	Down Payment	Amount Financed	Term Months	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
<b>Initial Franchise Fee</b> <i>Technician Program</i>	Us	\$695	\$600	6	0	\$100	None	Personal Guaranty	Acceleration of debt, loss of business & attys' fees	Waiver of Notice
<b>Initial Franchise Fee*</b> <i>On-Site Manager Program</i>	Us	\$3,995	\$4,000	20	0	\$200	None	Personal Guaranty	Acceleration of debt, loss of business & attys' fees	Waiver of Notice
<b>Initial Franchise Fee* Corporate Program</b>	Us	\$6,995	\$40,000	20	0	\$2,000	None	Personal Guaranty	Acceleration of debt, loss of business & attys' fees	Waiver of Notice
<b>Account Sales Fee</b> <i>On-Site Manager Program</i>	Us	1/20	\$2,000 – \$10,000	20	1.65% per month	\$200 – \$1,000	None	Personal Guaranty	Acceleration of debt, loss of business & attys' fees	Waiver of Notice
<b>Account Sales Fee</b> <i>Corporate Program</i>	Us	1/20	\$2,000 – no limit	20	1.65% per month	\$400 – no limit	None	Personal Guaranty	Acceleration of debt, loss of business & attys' fees	Waiver of Notice

\*Offered only to you if you are in good standing in one of the franchise programs.

A copy of the Promissory Note is attached to each Program's Franchise Agreement: Exhibit I of the Technician Franchise Agreement, Exhibit II of the On-Site Manager Franchise Agreement and Exhibit III of the Corporate Franchise Agreement. Upon default, you will be obligated to pay the entire amount due under the Promissory Note along with court costs and attorneys' fees for collection and termination of the franchise or other cross default clauses. A default under the Promissory Note shall also be deemed a default under the Franchise Agreement. Your owners and their spouses will be required to sign a personal guarantee of the Promissory Notes.

Other than as described above, neither we nor any agent or Affiliate offers direct or indirect financing to you, guarantees any of your notes, leases or obligations, or has any practice or intent to sell, assign or discount to a 3<sup>rd</sup> party all or part of any of your financing arrangements.

We do not know whether you will be able to obtain financing for all or part of your investment and, if so, the terms of the financing. We do not receive direct or indirect payments for placing financing.

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

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

Before you open your Business, we will:

1. Designate your area ("Area") (Franchise Agreement - paragraph II.A and Exhibit I). Your Area will be mutually agreed upon between you and us before you sign the Franchise Agreement. Your Business may be operated from your home;

2. Provide you a list of the necessary equipment and supplies you need to begin your business in the Technician Program. The equipment and supplies may be available for sale by our Affiliates. You may also purchase these items from any supplier who provides the products which meet our standards as described in the Manual (defined below). None of the equipment needs to be installed. (Franchise Agreement – paragraph VII.C.2);

3. Loan you one copy of the Confidential Operations Manual (“Manual”) (Franchise Agreement - paragraph XII); and

4. Provide Initial Training in the operation of your Business to you and one employee. This training is described in detail later in this Item (Franchise Agreement - paragraph VI.A).

Length of Time Before Opening:

You are required to work diligently to open for business in a timely manner. We estimate that the length of time between execution of the Franchise Agreement and the opening of your Business to be approximately 1 month. If you fail to do so, we can, at our option, either terminate the Franchise Agreement or grant you an extension for your opening. The factors that may affect the time period are: (i) your ability to attend and satisfactorily complete training; (ii) the time to obtain the necessary equipment and supplies; (iii) the time to obtain the required insurance or bonds; and (iv) the time to obtain all required licenses or permits. If you do not begin operation of your Business within 45 days after you sign the Franchise Agreement, we have the right to terminate the Franchise Agreement (Franchise Agreement – paragraph VII.A).

During the Operation of your Business, we will:

1. Provide you with the minimum amount of cleaning accounts to generate the Monthly Contract Revenue which you selected (Franchise Agreement – paragraph V and Exhibit I);

2. Furnish you, as we deem necessary, additional guidance, training and assistance. We can charge a reasonable fee for this service and our expenses (Franchise Agreement - paragraph VI) (See Item 11);

3. From time to time, we may make additional customer accounts available if you are interested in servicing the accounts (Franchise Agreement – paragraph VI.E);

4. Furnish Management Services including billing and collection services (Franchise Agreement – paragraph VI.C); and

5. Loan you one copy of the Manual (Franchise Agreement - paragraph XII).

**Confidential Operations Manual**

This Manual is confidential and remains our property. You must operate your business in strict compliance with the mandatory operational systems, procedures, policies, methods and requirements described in the Manual and in any supplemental bulletins and notices, revisions, modifications, or amendments to it (the “Supplements”), all of which are a part of the Manual.

You must treat the Manual, any other manuals or written materials provided by us or our Affiliate for use in the operation of your Business, and the information contained in them, as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. You must not copy,

duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise make them available to any unauthorized person. The Manual will remain our sole property and must be kept in a secure place within your Business. It must be returned to us upon termination or expiration of your Franchise Agreement.

We have the right to make additions to, deletions from or revisions to the Manual which you must comply with at your own cost. You must ensure that the Operations Manual is kept current at all times. If there is any dispute as to the contents of the Operations Manual, the terms of the master copy maintained by us, at our principal office, will be controlling. The table of contents of the Manual, including page numbers showing allocation of pages to each subject, is included as Exhibit D to this disclosure document. The Manual is over 97 pages in length.

## **Advertising**

There is no advertising fund. We do not require that our franchisees participate in local or regional advertising cooperatives nor do we require you to advertise. If you do advertise, you must submit any advertisements for our consent prior to using it. You may not advertise your services or use our Marks on the Internet without our consent. We have the right to specify the manner in which you will be allowed to advertise on the Internet and we can include those instructions in the Manual. There is no advertising council composed of franchisees that advises us on advertising policies or advertising cooperatives.

## **Computer Equipment**

You are not required to purchase any type of computer hardware or software, however you are required to have an email address.

## **Training Programs**

We provide an initial training program for you as principal owner, and one employee to attend and satisfactorily complete. Any additional employees will be trained for a reasonable fee. All of the designated training for you is mandatory. You (or your principal owner) and your employee must attend the Initial Training Program promptly after the execution of the Franchise Agreement and you must satisfactorily complete it before you open your Business.

The Initial Training Program will take place at one of our corporate offices which are located in St. Louis County, MO, Phoenix, AZ, Tampa, FL, Atlanta, GA, Chicago, IL, Overland Park, KS, East Brunswick, NJ, Charlotte, NC, Raleigh-Durham, NC, Pittsburgh, PA, Nashville, TN, Dallas, TX, Houston, TX, or San Antonio, TX (“Regional Office”) depending on which office is closer to you. The Initial Training Program will be for a period of approximately 4 hours for the Technician Program, 13 hours for the On-Site Manager Program, and 21 hours for the Corporate Program. However, if you are already a franchisee under one program and you purchase a franchise for another program, your training will be limited to those training areas which you have not previously taken. Although we do not charge for two people (the principal owner and one employee) to take the Initial Training Program, you are responsible for wages, travel and living expenses for you and your employees.

## TRAINING PROGRAM

### *TECHNICIAN PROGRAM*

SUBJECT Note A	HOURS CLASSROOM	HOURS ON-THE-JOB	LOCATION
Policies and Procedures	.5 hour		Regional Office
Office Cleaning Including Restrooms	1 hour	1 hour	Regional Office
Supplies and Equipment	.5 hour		Regional Office
Customer Service	.5 hour		Regional Office
Safety	.5 hour		Regional Office

### *ON-SITE MANAGER PROGRAM*

SUBJECT Note A	HOURS CLASSROOM	HOURS ON-THE-JOB	LOCATION
Policies and Procedures	.5 hour		Regional Office
Office Cleaning Including Restrooms	1 hour	1 hour	Regional Office
Supplies and Equipment	.5 hour		Regional Office
Customer Service	.5 hour		Regional Office
Safety	.5 hour		Regional Office
Team Cleaning	1 hour		Regional Office
Personnel	2 hours		Regional Office
Floor Care	1 hour	1 hour	Regional Office
Carpet Care	1 hour	1 hour	Regional Office
Budget and Cash Flow	1 hour		Regional Office
Manager's Communication	1 hour		Regional Office

### *CORPORATE PROGRAM*

SUBJECT Note A	HOURS CLASSROOM	HOURS ON-THE-JOB	LOCATION
Policies and Procedures	.5 hour		Regional Office
Office Cleaning Including Restrooms	1 hour	1 hour	Regional Office
Supplies and Equipment	.5 hour		Regional Office
Customer Service	.5 hour		Regional Office
Safety	.5 hour		Regional Office
Team Cleaning	1 hour		Regional Office
Personnel	2 hours		Regional Office
Floor Care	1 hour	1 hour	Regional Office
Carpet Care	1 hour	1 hour	Regional Office
Manager's Communication	1 hour		Regional Office
Corporate Communication	1 hour	1 hour	Regional Office
Sales and Marketing	2 hours		Regional Office
Managing Large Building	2 hours	1 hour	Regional Office
Advanced Budgeting Cash Flow	1 hour		Regional Office
Specialty Equipment	1 hour		Regional Office

Note A: Note that some of the subjects may be intermingled. Some time periods and some aspects of the training program are subject to change. Also, the instructors listed below are subject to change.

Our training programs are managed and conducted by the following individuals who have experience working for our Affiliates and/or experience working in sales development and training for other

companies. The trainers will depend on which office your training takes place. We do not have a formal training staff. The instructors and their experience are described below:

Nathan Hucker – St. Louis:

Mr. Hucker joined Buildingstars in March 2014 as an account manager. On July 2015, he was promoted to Key Account Manager and on September 2016, he became the Operations Manager. He is responsible for the orientation and training of new franchisees, as well as the development and specialty services training for Onsite Manager and Corporate level franchisees. He is familiar with all aspects of the Operational Systems at Buildingstars and collaborates with Master Franchisees with regard to their Operational systems and training franchisees. In July 2019, Nathan became the Regional Director of the St. Louis, MO territory.

Joel Euresti – Houston:

Mr. Euresti originally joined Buildingstars in September 2013. He began as an Operations Manager, then a Director of Sales and in May 2017, he became the Co-Regional Director of the Houston, TX territory and then in January 2018, become the Regional Director of Houston, TX office. Prior to his time at Buildingstars, he was the District Manager of ADP in Houston, TX.

Kelly Wineinger – Chicago:

Since August 2020, Ms. Wineinger has been the Regional Director of Buildingstars Management, Inc. for our office located in Chicago, IL. Previously she was the Sr. Sales Manager for Buildingstars Management, Inc. in Chicago, IL prior to become the Regional Director.

Ryan McIntire – Phoenix:

Mr. McIntire was the Director of Sales in our Phoenix, AZ region before becoming the Regional Director in charge of the Pittsburgh, PA metropolitan area. His past experience also includes customer service delivery, nurturing vendor relationships and team building. Prior to joining us, Mr. McIntire was a Route Sales Manager for Ecolab and an Accounts Receivable Manager for Provider's Choice.

Travis Griesbach – New Jersey:

Mr. Griesbach has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in East Brunswick, NJ since April 2023. From September 2018 until March 2023, Mr. Griesbach was an Outside Sales Representative for us in East Brunswick, NJ. From January 2018 until April 2018, Mr. Griesbach was the Sales Representative for Diversant in Red Bank, NJ.

Jeff Lewis – Pittsburgh:

Mr. Lewis has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Pittsburgh, PA. From September 2016 until May 2018, Mr. Lewis was the Sales Manager for Buildingstars Management, Inc. in Pittsburgh, PA. From August 2009 until August 2016, Mr. Lewis was a Lead Multi-Media Consultant with The Observer Publishing Co. in Washington, PA.

Kayla Dawson – Tampa:

Ms. Dawson has been the Regional Director of Buildingstars Management, Inc. in charge of our Tampa, FL office since October 2022. From December 2021 until October 2022, Ms. Dawson was an



Outside Sales Representative for us in Pittsburgh, PA. From August 2019 until December 2021, Ms. Dawson was an Account Manager for us in Pittsburgh, PA. From December 2018 until August 2019, Ms. Dawson was a Client Service Representative for Open Systems Healthcare in Pittsburgh, PA.

Mike Shanus – Atlanta:

Mr. Shanus has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Atlanta, GA, since December 2020. From April 2018 to November 2020, Mr. Shanus was the Outside Sales Manager for Sunstate Equipment in Atlanta, GA. From June 1998 to June 2017, Mr. Shanus was with Enterprise Holdings, most recently as an Area Manager in Atlanta, GA.

Rob Mashigian – Dallas

Rob Mashigian has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Dallas, TX since April 2022. From 2019 to 2021, Mr. Mashigian was the Area Sales Director for Summit Truck Group in Lewisville, TX. From 2016 until 2019, Mr. Mashigian was the Regional Manager of PLS Financial Services, Inc. in Dallas, TX.

Brian Jeffrey Corrigan, Jr. – Kansas City

Brian Corrigan has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Kansas City, KS since June 2022. From March 2020 to May 2022, Mr. Corrigan was an Outside Sales Representative for Buildingstars in the St. Louis Region. From July 2018 to February 2022, Mr. Corrigan was an Account Manager for Summit Distributing in St. Louis, MO. From January 2015 to June 2018, Mr. Corrigan was an insurance agent with Dewitt Insurance in St. Louis, MO.

Ryan Clay – Raleigh-Durham

Ryan Clay has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Raleigh-Durham, NC since January 2023. From June 2022 until December 2022, Mr. Clay was the Regional Director of the Charlotte, NC office. From January 2021 until June 2022, Mr. Clay was an Outside Sales Representative for Buildingstars Management, Inc. in our office in Phoenix, AZ. From November 2019 until December 2022, Mr. Clay was in Business Development for Sendoso in Scottsdale, AZ. From March 2017 to March 2019, Mr. Clay was Account Executive for DEX Imaging in Wilmington, NC.

Mike Grasso – Charlotte

Mike Grasso has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Charlotte, NC since November 2022. From August 2021 until November 2022, Mr. Grasso was Regional Sales Manager for The Joint Chiropractic in Charlotte, NC. From August 2018 until July 2021, Mr. Grasso was the owner of Bedford Hills Barbell in Bedford Hills, NY. From April 2014 to August 2018, Mr. Grasso was the Business Development Manager for Life Time Athletic in Harrison, NY.

William Pearson – Nashville

Since April 2023, Mr. Pearson has been the Regional Director of Buildingstars Management, Inc. in charge of our office located in Nashville, TN. From January 2020 until February 2023 Mr. Pearson was the District Manager for Aramark Uniform Services in Nashville, TN. From May 2019 until August 2019 Mr. Pearson was an Intern at Aramark Uniform Services in Nashville, TN.

### Sherry Davis – San Antonio

Since December 2023 Ms. Davis has been Regional Director of Buildingstars Management, Inc. in charge of our San Antonio, TX based office. From May of 2023 until December of 2023 Ms. Davis was a Sales Representative in the Buildingstars Management Inc. Houston, TX office. From November of 2017 through May of 2023 Ms. Davis was an Account Manager and Key Account Manager for the Buildingstars Management Inc. Houston, TX office. From May 2016 until November 2017 Ms. Davis worked as a Customer Service Manager at Sprouts Farmers Markets Inc. in Houston, TX.

We, although not obligated to do so, may from time to time require that previously trained and experienced franchisees or their employees attend and successfully complete Refresher Training Programs or seminars to be conducted at our principal office or such other locations that we shall designate. We reserve the right to charge a reasonable fee for the Refresher Training Programs or any such additional training. You must pay the travel and living expenses and wages for yourself and your employees.

### **ITEM 12. TERRITORY**

You are granted the right to operate your Business in accordance with the terms of the Franchise Agreement. You will provide cleaning to customers only within the St. Louis, Chicago, Phoenix, Houston, Dallas, Charlotte, Pittsburgh, Tampa, Atlanta, Nashville, Raleigh-Durham, Kansas City, or San Antonio metropolitan area or the State of New Jersey, depending on which is the closest metropolitan area to where you live. You are not required to have a business location. For that reason, there are no restrictions regarding relocation or additional outlets.

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. You cannot interfere with, service or solicit customers of ours, any of our Affiliates or their franchisees, licensees or independent contractors.

We and our Affiliates retain all the rights to operate and to franchise or license to third parties the rights to operate businesses using the Systems and/or Marks anywhere. We and our Affiliates are also authorized to sell some or all of the products and services authorized for sale by the Business in any channel of distribution, including wholesale sale of products and/or to provide consulting services using the Systems and/or Marks anywhere. We are not required to pay you if we exercise any of these rights specified above.

You have no options, rights of first refusal, or similar rights to acquire additional franchises. Although we and our Affiliates have the right to do so, we and our affiliates have not operated or franchised and have no plans to operate or franchise other businesses selling or leasing similar products or services under different trademarks.

If you operate a Technician Program or an On-Site Manager Program, then continuation of your rights in the Area does not depend on your achieving a certain sales volume, market penetration or other contingencies. If you operate a Corporate Program, then after the first 12 months of operating a Corporate Program, you must generate at least \$20,000 in Monthly Contract Revenue each month (the “Minimum Revenue Requirement”). If you fail to generate the Minimum Revenue Requirement in any month after the first 12 months of operations, then in addition to all other rights and remedies available to us, we may modify your Area or terminate your Franchise Agreement.

You are restricted from soliciting or accepting orders from outside of your Area, and do not have the right to use other channels of distributions to make sales outside or inside your Area.

### ITEM 13. TRADEMARKS

We grant you the right to operate the Business under the name of “Buildingstars”. You may also use our other current or future Marks to operate your Business, if we permit you to do so. By Marks, we mean trade names, trademarks, service marks and logos used to identify your Business.

Our affiliate, Buildingstars, Inc. owns the following principal trademarks and service marks on the Principal Register of the United States Patent and Trademark Office. It has an agreement with BUILDINGSTARS which permits us to use the Marks and to sublicense the use of the Marks pursuant to a Franchise Agreement. In the event that the agreement between BUILDINGSTARS and its Parent terminate for any reason, its Parent will honor your rights to use the Marks under the terms and conditions of your Franchise Agreement. There are no agreements currently in effect which significantly limit the rights of BUILDINGSTARS to use or license the use of the Marks in any manner material.

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
“BUILDINGSTARS”	March 13, 2001	2435791

The affidavits and renewal required to be filed for this registration have been filed.

You must follow our rules when you use the Marks. You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

There are currently no effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, and no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving the Marks. There are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to the trademark.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or any claim by any person of any rights in any Mark. We and our Affiliates will have the sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation or administrative proceedings arising out of such infringement, challenge or claim. You must execute any and all instruments and documents, provide such assistance, and take any action that may be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or otherwise to protect and maintain our interest in the Marks. The Franchise Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark or if the proceeding is resolved unfavorably to you.

If we decide to modify or discontinue the use of the Marks and/or to use one or more additional or substitute names or marks, you will be obligated to do so at your own expense and without claim against us, within a reasonable time of our request.

We do not actually know of either superior prior rights or infringing uses that could materially affect a franchisee’s use of the Marks in any state.

## **ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

No patents are material to the franchise. We and our Affiliates claim copyrights in the Confidential Operating Manual, sales material and brochures, and related items used in operating the franchise. We and our Affiliates have not registered these copyrights with the United States Registrar of Copyrights, but need not do so at this time to protect them. You may use these items only as we specify while operating your Business (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the United States Patent and Trademark Office, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

You must also promptly tell us when you learn about unauthorized use of this copyrighted material. BUILDINGSTARS is not obligated to take any action but will respond to this information in a manner we think is appropriate. We need not protect or defend copyrights, although we intend to do so if in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

The Franchise Agreement provides that you shall not communicate or divulge to anyone, any information or knowledge concerning the products, services, standards, procedures, techniques, sales information, profit margins, marketing procedures, expansion plans, customers, rates, fees and terms, databases, or such other information that gives us and our Affiliates, and our franchisees a competitive advantage over those who do not know it, and other information or material which we may designate as confidential, nor shall you disclose or divulge in whole or in part any trade secrets or operating procedures of ours or our Affiliates, customer lists, customer contracts, sales and promotional information, employee lists, financial information furnished or disclosed to you by us and our Affiliates and any other information with respect to us, unless such information is generally known and in the public domain, and except to the extent necessary to operate the Business ("Confidential Information"). All of your employees will exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all trade secrets and proprietary rights during and after the term of the Franchise Agreement. We may regulate the form of agreement that you use and will be a third party beneficiary of that agreement with independent enforcement rights.

All ideas, concepts, techniques, or materials concerning your Business and the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

## **ITEM 15. OBLIGATION OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF YOUR BUSINESS**

We require you to participate directly in the operation and management of your Business.

If you are a corporation, partnership, or limited liability company, your Principal Owner is required to use his or her best efforts in the operation of the Business. "Principal Owners" means you personally if

you are an individual or more than one individual, your shareholder(s) if you are a corporation, your partners if you are a partnership, or your members if you are a limited liability company. You or your Principal Owner must directly participate in the operation of your Business and must supervise your Business at all times. Principal Owners must satisfactorily complete our Initial Training Program and must agree to maintain the confidentiality of our confidential information and trade secrets. You must require all of your employees to execute a non-disclosure agreement in the form acceptable to BUILDINGSTARS relating to trade secrets and non-competition and possibly restrictive covenant and/or non-competition agreements. If you are a corporation or limited liability company, all shareholders or members and their spouses of a corporate franchise or limited liability company franchise will sign our standard form Guarantee, which is attached to the Franchise Agreement. This Guarantee provides that each individual who signs is assuming and agreeing to discharge all obligations of the “Franchisee” under the Franchise Agreement.

## ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Franchise Agreement states that you must provide all the services required by us in the Manual. You recognize that you are not permitted to use the System or Marks in connection with the sale of any products or services other than the cleaning business. If a customer requests that you render any services or sell any products that are not of the type that is normally rendered in connection with the System, you must first notify us and obtain approval from us. We will not unreasonably object to your request provided that the services do not interfere with the services that you render in connection with the franchise, the services and products are in no way associated with the Marks and System, you are capable of providing the products and services in a good and workmanlike manner, and the customer is fully apprised that the services or products are not being rendered in connection with the franchise. We retain the right to object to any future requests and the failure to object to any request shall not prohibit us from objecting to any future requests.

There are some restrictions regarding the customers which you may service and the services you may offer. These restrictions are explained in Item 12.

## ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Term of the franchise	Section V	1 year for Technician’s Franchise Agreement; 3 years for On-Site Manager Franchise Agreement and 5 years for Corporate Franchise Agreement.
b. Renewal or extension	Section V	3 renewals for 1 year each for Technician Franchise Agreement, however, if a new franchise agreement is not signed, the original franchise agreement continues on a month-to-month basis; 3 renewals for 3 years each for On-Site Manager Franchise Agreement and 3 renewals of 5 years each for Corporate Franchise Agreement - all subject to terms of Section V of the Franchise Agreement.
c. Requirement for franchisee to renew or extend	Section V	Give notice, sign the then current franchise agreement, and pay a renewal fee. The then current franchise agreement may contain terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements. Corporate Program franchises must also have been in full compliance with the Minimum Revenue Requirements.
d. Termination by franchisee	Section XI.B	If we breach agreement and do not cure or attempt to cure after notice

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Sections XI.A	If you don't satisfactorily complete training or generally if you breach agreement
g. "Cause" defined- curable defaults	Section XI.A	You have 10 days to cure monetary defaults and failure to comply with the Conditions of Grant under the Technician Franchise Agreement and 30 days to cure all others except those listed in Sect. XI.A.3 of the Franchise Agreement.
h. "Cause" defined – non-curable defaults	Section XI.A.3	Non-curable defaults: conviction of a felony, repeated defaults even if cured, failing to comply with the Minimum Revenue Requirement, bankruptcy, fraud, issuance of 2 or more insufficient funds checks and abandonment
i. Franchisee's obligation on termination or non-renewal	Section XIII	Complete de-identification and payment of amounts due, return materials, Manual, direct transfer of phone
j. Assignment of contract by franchisor	Section XIII.A	No restrictions on right to assign
k. "Transfer" by franchisee-definition	Section XIII.B	Consent of us
l. Franchisor approval of transfer by franchisee	Section XIII.B	Right to approve all transfers
m. Conditions for franchisor approval of transfer	Section XIII.B	Transferee qualifies, transfer fee paid, new franchise agreement signed, training of transferee, release signed
n. Franchisor's right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Franchisor's option to purchase your business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Section XIII	Transferee must be approved but no right of first refusal
q. Non-competition covenants during the term of the franchise	Section X	No solicitation, providing services to Customers outside of the franchise relationship or involvement in competing business depending on Program level
r. Non-competition covenant after the franchise is terminated or expires	Section X	No involvement in a competing business and no solicitation of or providing services to Customers for 1-2 years depending on Program level.
s. Modification of the agreement	Section XVI.D and Section XII	No modification generally but Operations Manual and System subject to change
t. Integration/merger clause	Section XVI.D	Only the terms of the Franchise Agreement are binding (subject to state law). Any statements or promises not in the Franchise Agreement or this disclosure document should not be relied upon and may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section XV	Mediation in St. Louis County, Missouri
v. Choice of forum	Section XVI.H	Litigation and arbitration must be in St. Louis County, Missouri (subject to state law) *
w. Choice of law	Section XVI.H	Missouri law applies (subject to state law)*

\* If a state regulator requires us to make additional disclosures related to the information contained in this franchise disclosure document, these additional disclosures are contained in a State Law Addendum included in this franchise disclosure document as Exhibit E.

## ITEM 18. PUBLIC FIGURES

BUILDINGSTARS does not use any public figure to promote its franchise.

## ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the

actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The information in this Financial Performance Representation deals with the franchisees offered and sold by the St. Louis, MO, Chicago, IL, Phoenix, AZ, Pittsburgh, PA, Houston, TX, New Jersey, Tampa FL, the Atlanta, GA, Nashville, TN, Dallas, TX, Kansas City, KS, Raleigh-Durham, NC, and Charlotte, NC regional offices. The San Antonio, TX regional office did not begin operations until 2024, and therefore the information from this office is not included in this Item 19. The below charts include franchisees that were open and operating for any amount of time in 2023, including those that opened or ceased operations in 2023.

The following charts show the average Monthly Contract Revenue earned by each level of franchisee (Technician, On-Site Manager, and Corporate) based on the months that the franchisees operated during 2023. For example, if a franchisee began operations in October and had Monthly Contract Revenue of \$1,000 for October, \$1,500 for November and \$1,750 for December, the Average Monthly Contract Revenue would be \$1,416 and the franchisee would be listed in the category of “Between \$1,001 and \$2,000” under “In Business for 2-6 Months”. Written substantiation for the following information will be made available upon reasonable request.

**TECHNICIAN (1,014 Franchisees)**

*Monthly Contract Revenue for Technicians who have been in business for less than 2 months are not included, since there is no operating history for those franchisees.*

<b>2023 Average Monthly Contract Revenue</b>	<b>Number of Franchisees</b>	<b>Percentage of Franchisees</b>
<b><i>IN BUSINESS FOR LESS THAN 2 MONTHS</i></b>	42	4.1%
<b><i>IN BUSINESS FOR 2 – 6 MONTHS</i></b>		
Less than \$1,000	59	5.8%
Between \$1,001 and \$2,000	36	3.6%
Between \$2,001 and \$5,000	25	2.5%
Over \$5,001	4	0.4%
<b><i>IN BUSINESS FOR 7 –12 MONTHS</i></b>		
Less than \$1,000	40	3.9%
Between \$1,001 and \$2,000	27	2.7%
Between \$2,001 and \$4,000	35	3.5%
Over \$4,001	14	1.4%
<b><i>IN BUSINESS FOR MORE THAN 12 MONTHS</i></b>		
Less than \$1,000	297	29.3%
Between \$1,001 and \$2,000	110	10.8%
Between \$2,001 and \$3,000	87	8.6%
Between \$3,001 and \$4,000	67	6.6%
Between \$4,001 and \$5,000	50	4.9%
Between \$5,001 and \$6,000	39	3.8%
Between \$6,001 and \$8,000	36	3.6%
Between \$8,001 and \$10,000	21	2.1%
Over \$10,001	25	2.5%

*ON-SITE MANAGER (159 Franchisees)*

*Most On-Site Manager Franchisees started off in the Technician Program and have been franchise owners for more than 12 months.*

<b>2023 Average Monthly Contract Revenue</b>	<b>Number of Franchisees</b>	<b>Percentage of Franchisees</b>
<b><i>IN BUSINESS FOR LESS THAN 2 MONTHS</i></b>	0	0%
<b><i>IN BUSINESS FOR 2 – 6 MONTHS</i></b>		
Less than \$1,000	0	0%
Between \$1,001 and \$3,000	1	0.6%
Between \$6,001 and \$12,000	3	1.9%
Between \$12,001 and \$15,000	2	1.3%
<b><i>IN BUSINESS FOR 7 – 12 MONTHS</i></b>		
Less than \$3,000	0	0%
Between \$3,001 and \$6,000	2	1.3%
Between \$6,001 and \$12,000	4	2.5%
Between \$12,001 and \$15,000	1	0.6%
Between \$15,001 and \$18,000	1	0.6%
Over \$18,001	0	0%
<b><i>IN BUSINESS MORE THAN 12 MONTHS</i></b>		
Less than \$1,000	12	7.5%
Between \$1,001 and \$3,000	15	9.4%
Between \$3,001 and \$6,000	21	13.2%
Between \$6,001 and \$9,000	26	16.4%
Between \$9,001 and \$12,000	15	9.4%
Between \$12,001 and \$15,000	15	9.4%
Between \$15,001 and \$18,000	11	6.9%
Between \$18,001 and \$21,000	8	5.0%
Between \$21,001 and \$30,000	11	6.9%
Between \$30,001 and \$40,000	6	3.8%
Over \$40,001	5	3.1%

*CORPORATE (21 Franchisees)*

*Most Corporate Franchisees started off in the On-Site Manager Program and have been franchise owners for more than 12 months.*

<b>2023 Average Monthly Contract Revenue</b>	<b>Number of Franchisees</b>	<b>Percentage of Franchisees</b>
<b><i>IN BUSINESS FOR 2 – 6 MONTHS</i></b>	0	0%
<b><i>IN BUSINESS FOR 7 – 12 MONTHS</i></b>	0	0%
<b><i>IN BUSINESS MORE THAN 12 MONTHS</i></b>		
Less than \$5,000	3	14.3%
Between \$5,001 and \$12,000	3	14.3%
Between \$12,001 and \$18,000	1	4.8%
Between \$18,001 and \$24,000	3	14.3%
Between \$24,001 and \$30,000	0	0%
Between \$30,001 and \$36,000	1	4.8%
Between \$36,001 and \$54,000	2	9.5%
Over \$54,001	8	38.1%



**Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

We do not represent that any franchisee can expect to attain such sales. Actual results may vary. You are likely to achieve results that are different from those stated in this Item 19. We cannot and do not estimate or project the results for any particular franchised operation.

You are responsible for developing your own business plan with financial statements, projections and other elements appropriate to your particular circumstances. We encourage you to consult with your own accounting, business, and legal advisors to assist you in assessing the likely or potential financial performance of this franchise.

A statement of historical sales will not necessarily correspond to future results because of factors such as inflation, deflation, and other variables. All information should be evaluated in light of current market conditions including such information as may then be available. A newly opened business cannot be expected to achieve sales similar to those of an established business. The market for janitorial services is highly competitive and price sensitive. Therefore, we can neither warrant nor estimate the degree of profitability or the amount of time required to service any account.

Other than the preceding financial performance representations, 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 or projections on your future income, you should report it to the franchisor's management by contacting Chris Blase, Buildingstars Management, Inc., 33 Worthington Access Drive, St. Louis, MO 63043, (314) 991-3356, the Federal Trade Commission, and the appropriate state regulatory agencies.

## **ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

NOTE: The information in the following Tables is for the fiscal years ending December 31, 2023.

### **OUR ITEM 20 TABLES**

(This includes all of our company-owned and franchised units but does not include franchisee of Buildingstars International, Inc.'s master franchisees which are in charts following these charts.

**Table 1**  
**Our Systemwide Outlet Summary**  
**For years 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<b>Franchised</b>	2021	688	807	+119
	2022	807	909	+102
	2023	909	1,060	+151
<b>Company-Owned</b>	2021	8	9	+1
	2022	9	12	+3
	2023	12	13	+1
<b>Total Outlets</b>	2021	696	816	+120
	2022	816	921	+105
	2023	921	1,073	+152

**Table 2**  
**Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For years 2021 to 2023**

State	Year	Number of Transfers
Arizona	2021	0
	2022	0
	2023	0
Florida	2021	0
	2022	0
	2023	0
Georgia	2021	0
	2022	0
	2023	1
Illinois	2021	0
	2022	2
	2023	1
Indiana	2021	0
	2022	0
	2023	0
Kansas	2021	0
	2022	0
	2023	0
Missouri	2021	0
	2022	2
	2023	1
New Jersey	2021	0
	2022	0
	2023	2

State	Year	Number of Transfers
North Carolina	2021	0
	2022	0
	2023	0
Pennsylvania	2021	0
	2022	0
	2023	0
South Carolina	2021	0
	2022	0
	2023	0
Texas	2021	0
	2022	2
	2023	0
Tennessee	2021	0
	2022	0
	2023	0
West Virginia	2021	0
	2022	0
	2023	0
<b>Total</b>	<b>2021</b>	<b>0</b>
	<b>2022</b>	<b>6</b>
	<b>2023</b>	<b>5</b>

**Table 3**  
**Status of Franchised Outlets**  
**For years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AZ	2021	72	22	0	0	0	5	89
	2022	89	25	0	0	0	28	86
	2023	86	23	0	0	0	19	90
FL	2021	50	8	0	0	0	3	55
	2022	55	17	0	0	0	19	53
	2023	53	23	0	0	0	10	66
GA	2021	1	10	0	0	0	0	11
	2022	11	17	0	0	0	2	26
	2023	26	21	0	0	0	5	42
IL	2021	175	51	0	0	0	33	193
	2022	193	47	0	0	0	24	216
	2023	216	60	0	0	0	14	262
IN	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
KS	2021	0	0	0	0	0	0	0
	2022	0	4	0	0	0	2	2
	2023	2	3	0	0	0	2	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
MO	2021	175	18	0	0	0	13	180
	2022	180	16	0	0	0	13	183
	2023	183	26	0	0	0	13	196
NC*	2021	0	0	0	0	0	0	0
	2022	0	48	0	0	0	0	48
	2023	48	28	0	0	0	8	68
NJ	2021	42	21	0	0	0	7	56
	2022	56	22	0	0	0	12	66
	2023	66	39	0	0	0	15	90
PA	2021	97	32	0	0	0	4	125
	2022	125	22	0	0	0	23	124
	2023	124	31	0	0	0	32	123
SC*	2021	0	0	0	0	0	0	0
	2022	0	6	0	0	0	0	6
	2023	6	1	0	0	0	0	7
TN	2021	0	7	0	0	0	2	5
	2022	5	11	0	0	0	6	10
	2023	10	13	0	0	0	10	13
TX	2021	76	18	0	0	0	1	93
	2022	93	15	0	0	0	22	86
	2023	86	27	0	0	0	15	98
WV	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	1	1
Total	2021	688	187	0	0	0	68	807
	2022	807	256	0	0	0	154	909
	2023	909	295	0	0	0	144	1,060

\*In June 2022, we purchased the assets of our Master Franchisee operating in Charlotte, North Carolina.

**Table 4**  
**Status of Company-Owned Outlets**  
**For years 2021 to 2023**

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
AZ	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
FL	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
GA	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

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
IL	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
KS	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
MO	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
NC*	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
	2023	1	1	0	0	0	2
NJ	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
PA	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
TN	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
TX	2021	1	0	0	0	0	1
	2022	1	1	0	0	0	2
	2023	2	0	0	0	0	2
Total	2021	8	1	0	0	0	9
	2022	9	2	1	0	0	12
	2023	12	1	0	0	0	13

\* In June 2022, we purchased the assets of our Master Franchisee operating in Charlotte, NC.

Information about current franchisees is listed in [Exhibit F](#). The list of franchisees which have been terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Application Date are also listed in [Exhibit F](#). If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**Table 5**  
**Projected Openings as of December 31, 2023**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
MO	0	25	0
PA	0	25	0
GA	0	25	0
FL	0	25	0
IL	0	25	0
AZ	0	25	0
TX	0	75	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
TN	0	25	0
NJ	0	25	0
NC	0	50	0
KS	0	25	0
<b>Total</b>	<b>0</b>	<b>350</b>	<b>0</b>

### **SYSTEMWIDE ITEM 20 TABLES**

The following Item 20 Tables contain the combined information from us and all of Buildingstars International's master franchisees.

**Table 6**  
**Systemwide Outlet Summary**  
**For years 2021 to 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	801	920	+119
	2022	920	956	+36
	2023	956	1,121	+165
Company-Owned	2021	8	9	+1
	2022	9	12	+3
	2023	12	13	+1
<b>Total Outlets</b>	<b>2021</b>	<b>809</b>	<b>929</b>	<b>+120</b>
	<b>2022</b>	<b>929</b>	<b>968</b>	<b>+39</b>
	<b>2023</b>	<b>968</b>	<b>1,134</b>	<b>+166</b>

\* This includes the separate metropolitan area regions operated by us. Each of these regions operates cleaning businesses similar to a franchise.

**Table 7**  
**Transfer of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For years 2021 to 2023**

State	Year	Number of Transfers
AZ	2021	0
	2022	0
	2023	0
FL	2021	0
	2022	0
	2023	0
GA	2021	0
	2022	0
	2023	1
IL	2021	0
	2022	2
	2023	1

State	Year	Number of Transfers
IN	2021	0
	2022	0
	2023	0
KS	2021	0
	2022	0
	2023	0
MO	2021	0
	2022	2
	2023	1
NC	2021	0
	2022	0
	2023	0
NJ	2021	0
	2022	0
	2023	2
NY	2021	0
	2022	0
	2023	0
PA	2021	0
	2022	0
	2023	0
SC	2021	0
	2022	0
	2023	0
TN	2021	0
	2022	0
	2023	0
TX	2021	0
	2022	2
	2023	0
WV	2021	0
	2022	0
	2023	0
Total	2021	0
	2022	6
	2023	5

**Table 8**  
**Status of Franchised Outlets**  
**For years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
AZ	2021	72	22	0	0	0	5	89
	2022	89	25	0	0	0	28	86
	2023	86	23	0	0	0	19	90
CT	2021	15	1	0	0	0	0	12
	2022	12	2	0	0	0	3	11
	2023	11	0	0	0	0	1	10
FL	2021	50	8	0	0	0	3	55
	2022	55	17	0	0	0	19	53
	2023	53	23	0	0	0	10	66
GA	2021	1	10	0	0	0	0	11
	2022	11	17	0	0	0	2	26
	2023	26	21	0	0	0	5	42
IL	2021	175	51	0	0	0	33	193
	2022	193	47	0	0	0	24	216
	2023	216	60	0	0	0	14	262
IN	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
KS	2021	0	0	0	0	0	0	0
	2022	0	4	0	0	0	2	2
	2023	2	3	0	0	0	2	3
MO	2021	175	18	0	0	0	13	180
	2022	180	16	0	0	0	13	183
	2023	183	26	0	0	0	13	196
NC*	2021	63	7	2	0	0	0	68
	2022	68	0	0	0	0	20	48
	2023	48	28	0	0	0	8	68
NJ	2021	42	21	0	0	0	7	56
	2022	56	22	0	0	0	12	66
	2023	66	39	0	0	0	15	90
NY	2021	11	7	0	0	0	4	14
	2022	14	1	0	0	0	1	14
	2023	14	9	0	0	0	2	21
PA	2021	97	32	0	0	0	4	125
	2022	125	22	0	0	0	23	124
	2023	124	31	0	0	0	32	123
SC	2021	0	0	0	0	0	0	0
	2022	0	6	0	0	0	0	6
	2023	6	1	0	0	0	0	7
TN	2021	0	7	0	0	0	2	5
	2022	5	11	0	0	0	6	10
	2023	10	13	0	0	0	10	13



State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
TX	2021	100	16	0	0	0	4	112
	2022	112	19	0	0	0	23	108
	2023	108	36	0	0	0	16	128
WV	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	1	1
Total	2021	801	200	2	0	0	79	920
	2022	920	215	0	0	0	179	956
	2023	956	313	0	0	0	148	1,121

\*In June 2022, we purchased the assets of our Master Franchisee operating in Charlotte, NC. The 20 franchised outlets that ceased operations were prior to our purchase.

**Table 9**  
**Status of Company-Owned Outlets**  
**For years 2021 to 2023**

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
AZ	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
FL	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
GA	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
IL	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
KS	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
MO	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
NC	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
	2023	1	0	0	0	0	1
NJ	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
NY	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	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
PA	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
TN	2021	0	1	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
TX	2021	1	0	0	0	0	1
	2022	1	1	0	0	0	2
	2023	2	0	0	0	0	2
<b>Total</b>	<b>2021</b>	<b>8</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>
	<b>2022</b>	<b>9</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>
	<b>2023</b>	<b>12</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>

\* This includes the separate metropolitan area regions operated by us. Each of these regions operates cleaning businesses similar to a franchise.

**Table 10**  
**Projected Openings as of December 31, 2023**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Arizona	0	25	0
Florida	0	25	0
Georgia	0	25	0
Illinois	0	25	0
Kansas	0	25	0
Missouri	0	25	0
New Jersey	0	25	0
North Carolina	0	50	0
Pennsylvania	0	25	0
Tennessee	0	25	0
Texas	0	75	0
<b>Total</b>	<b>0</b>	<b>350</b>	<b>0</b>

Information about current franchisees is listed in [Exhibit F](#). The list of franchisees which have been terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Application Date are also listed in [Exhibit F](#). If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we may have signed confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us. You may want to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. There are no trademark specific franchisee organizations.

## **ITEM 21. FINANCIAL STATEMENTS**

Attached to this franchise disclosure document as Exhibit G are:

The audited consolidated financial statements and supplementary information of our parent, Buildingstars International, Inc., and subsidiaries for the years ending December 31, 2023, 2022 and 2021. Buildingstars International, Inc. has guaranteed our performance with you. A copy of the Guaranty of Performance is included in Exhibit G.

Attached to this franchise disclosure document as Exhibit H are unaudited financial statements if required by law.

## **ITEM 22. CONTRACTS**

The following is attached to this franchise disclosure document:

- Exhibit A - Technician Franchise Agreement
- Exhibit B - On-Site Manager Franchise Agreement
- Exhibit C - Corporate Franchise Agreement

## **ITEM 23. RECEIPT**

See Exhibit J.

**EXHIBIT A**

**TECHNICIAN FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**  
**BUILDINGSTARS MANAGEMENT, INC.**  
*TECHNICIAN PROGRAM*

**TABLE OF CONTENTS**

I.	DEFINITIONS.....	1
II.	GRANT.....	2
III.	INITIAL FRANCHISE FEE.....	3
IV.	OTHER FEES.....	3
V.	TERM .....	5
VI.	OBLIGATIONS OF BUILDINGSTARS .....	6
VII.	OBLIGATIONS OF FRANCHISEE.....	8
VIII.	PROPRIETARY MARKS .....	11
IX.	TRADE SECRETS AND CONFIDENTIAL INFORMATION .....	12
X.	RESTRICTIVE COVENANT .....	12
XI.	DEFAULT AND TERMINATION .....	13
XII.	CONFIDENTIAL OPERATIONS MANUAL.....	15
XIII.	TRANSFERABILITY OF INTEREST .....	15
XIV.	INDEPENDENT CONTRACTOR/INDEMNIFICATION.....	16
XV.	DISPUTE RESOLUTION.....	16
XVI.	MISCELLANEOUS PROVISIONS.....	19
XVII.	WARRANTIES AND REPRESENTATIONS OF FRANCHISEE.....	22
XVIII.	CAVEAT .....	23
XIX.	NON-LIABILITY OF BUILDINGSTARS' AFFILIATES .....	23
XX.	LIMITATION OF LEGAL ACTIONS.....	23
EXHIBIT I	PROMISSORY NOTE	
EXHIBIT II	STATE LAW ADDENDA	
EXHIBIT III	LOCATION OF BUSINESS	

**FRANCHISE AGREEMENT**  
**BUILDINGSTARS MANAGEMENT, INC.**  
*TECHNICIAN PROGRAM*

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BUILDINGSTARS MANAGEMENT, INC. (F/K/A BUILDINGSTARS/ST. LOUIS, INC.), a Missouri corporation (hereinafter referred to as “BUILDINGSTARS”), and \_\_\_\_\_ (hereinafter referred to as “FRANCHISEE”);

WHEREAS, BUILDINGSTARS licenses others the right to operate a cleaning service business in accordance with the Marks and the System described below; and

WHEREAS, FRANCHISEE desires to participate in the use of the System in connection with the operation of a cleaning service business under the Marks; and

WHEREAS, FRANCHISEE understands that BUILDINGSTARS offers different levels of franchise programs, and that this franchise is under the “Technician Program”;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

**I. DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meaning as set forth below and the definitions constitute an integral part of this Agreement:

A. “Affiliate” means any and all entities that are or may control, be controlled by, or under common ownership with BUILDINGSTARS including but not limited to Buildingstars, Inc. f/k/a Advantage Building Services, Inc., Buildingstars Operations, Inc. (f/k/a Buildingstars STL Operations, Inc.), Buildingstars International, Inc., Green Sky Franchise Group, Inc., Facility Brands, Inc. and Green Sky Southwest, Inc.

B. “Business” means the cleaning business that FRANCHISEE will operate under this Agreement using the System and Marks.

C. “Customer” means any existing customers or prospective customers (of BUILDINGSTARS, its Affiliates, FRANCHISEE, or any other franchisee) with whom FRANCHISEE or its employees or agents have had direct or indirect contact or about whom FRANCHISEE or its employees or agents have learned information by virtue of: (1) communications with BUILDINGSTARS, its Affiliates or other BUILDINGSTARS franchisees; (2) the operation of the Business; or (3) the transfer or termination of this Agreement, and in addition, “Customer” shall include any affiliate, successor in interest, subsidiary, sibling company, or parent company of any such customer or prospective customer.

D. “Gross Revenue” means the total money or property earned by FRANCHISEE or derived from or in connection with the operation of the Business, including all fees and other charges for every type of service performed and goods and services sold. Gross Revenue will be calculated at the time the services or products from which they were derived are delivered or rendered. The term does not include applicable sales, use or service taxes and any refunds and allowances actually given to Customers.

E. “FRANCHISEE” shall be deemed to include: (a) all persons and their spouses owning any interest in FRANCHISEE if it is a corporation or a limited liability company; (b) all partners and their spouses owning any interest in FRANCHISEE if it is a partnership; and (c) all of the individuals and their spouses owning any interest in FRANCHISEE if it is a sole proprietorship. For purposes of determining ownership in a franchise, the interests owned by a husband and wife shall be considered one interest, and both husband and wife shall be obligated hereunder, regardless of whether the interest is owned by just one spouse or both spouses.

F. “Marks” means such service marks, trademarks, trade dress, trade names, and any marks which may be considered confusingly similar thereto, as may presently exist, or which may be modified, changed, or acquired by BUILDINGSTARS or its Affiliates for use in connection with the operation of the Business as contemplated by this Agreement. Currently, the Marks include “Buildingstars”.

G. “Monthly Contract Revenues” means total amount due from a Customer account derived from the sale of goods or the performance of any cleaning services or cleaning related activity, less any applicable taxes imposed on the sale of goods or services.

H. “Service Providers” means any other franchisees of BUILDINGSTARS.

I. “Specialty Work” means project work that is above and beyond the scope of the monthly janitorial services, such as carpet cleaning, floor refinishing, window cleaning and special projects.

J. “System” means BUILDINGSTARS’ method of operating a quality cleaning service business pursuant to this Agreement. This includes confidential operating procedures, cleaning and operational methods, methods and techniques for financial controls, accounting and reporting, personnel management, sales marketing and advertising, trade secrets and the proprietary know-how developed by BUILDINGSTARS and its Affiliates to integrate the services necessary to operate the Business any of which may be changed, improved, modified and further developed by BUILDINGSTARS from time to time.

## **II. GRANT**

A. Area. Subject to the terms and conditions of this Agreement, BUILDINGSTARS hereby grants to FRANCHISEE the nonexclusive right and license to use the System and Marks in connection with the operation of the Business under BUILDINGSTARS’ “Technician Program”. FRANCHISEE will operate the Business only within the metropolitan area listed in Exhibit III attached hereto (“Area”). FRANCHISEE shall not interfere with, service, or solicit Customers of BUILDINGSTARS, any of BUILDINGSTARS’ Affiliates, or their franchisees, independent contractors or licensees. FRANCHISEE is not permitted to offer or perform any Specialty Work under this Technician Franchise Agreement.

B. Rights Reserved by BUILDINGSTARS and Affiliates. BUILDINGSTARS and its Affiliates retain the right to operate and to franchise or license to third parties the right to operate businesses using the System and/or Marks anywhere. BUILDINGSTARS, its Affiliates and other franchisees and licensees are also permitted to operate or license others to operate businesses similar to or the same as the Business under different Marks or the System or different systems anywhere, including within and outside of the Area. BUILDINGSTARS and its Affiliates are also authorized to sell some or all of the products and services authorized for sale by the Business in any channel of distribution, including but not limited to the wholesale sales of products and/or to provide management and/or consulting services using the System and/or the Marks.

### **III. INITIAL FRANCHISE FEE**

The Initial Franchise Fee is One Thousand Two Hundred Ninety-Five Dollars (\$1,295) payable upon execution of this Agreement in the following manner:

Down payment of Six Hundred Ninety-Five Dollars (\$695) upon execution of this Agreement;

Six Hundred Dollars (\$600) represented by a Promissory Note, in the form set forth in Exhibit I attached hereto. The Note is payable without interest in six (6) monthly installments of \$100 each, with the first installment due on the fifteenth (15<sup>th</sup>) day of the month which is ninety (90) days after execution of this Agreement. BUILDINGSTARS may withhold the monthly Note payments from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Sec. VI.D below. A default under the Note shall also be deemed a default under this Agreement.

If FRANCHISEE pays the entire amount of the Initial Franchise Fee in cash at the time of the execution of this Agreement, BUILDINGSTARS will discount the Initial Franchise Fee to Nine Hundred Ninety-Five Dollars (\$995).

If BUILDINGSTARS does not accept this Agreement within thirty (30) days of its submission, BUILDINGSTARS will refund the entire amount of the Initial Franchise Fee actually paid by FRANCHISEE. Otherwise, the Initial Franchise Fee is fully earned when paid and non-refundable.

### **IV. OTHER FEES**

A. Royalty Fee. FRANCHISEE shall pay to BUILDINGSTARS, monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), a Royalty Fee equal to ten percent (10%) of Gross Revenue from the Business throughout the term of this Agreement. For example, the Royalty Fee for February is payable by March 15<sup>th</sup>. BUILDINGSTARS will withhold the Royalty Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Sec. VI.D below. No part of the Royalty Fee is refundable.

B. Management Fee. FRANCHISEE shall pay to BUILDINGSTARS, monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), a Management Fee equal to twenty percent (20%) of Gross Revenue from the Business throughout the term of this Agreement. For example, the Management Fee for February is payable by March 15<sup>th</sup>. BUILDINGSTARS will withhold the Management Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Sec. VI.D below. No part of the Management Fee is refundable.

C. Non-Performance Fee. In order to encourage full attention to Customer needs, a Non-Performance Fee will be charged if BUILDINGSTARS' standards have not been followed resulting in a Customer complaint in which BUILDINGSTARS intervenes to resolve. If BUILDINGSTARS receives a bona fide complaint from a Customer, BUILDINGSTARS will first offer FRANCHISEE an opportunity to remedy the customer's complaint. If FRANCHISEE remedies the complaint within a twenty-four (24) hour period after BUILDINGSTARS is notified of the Customer's complaint, BUILDINGSTARS will not charge FRANCHISEE a Non-Performance Fee. However, if after the twenty-four (24) hour period the customer's complaint is not adequately remedied, BUILDINGSTARS has the right, but not the obligation to remedy the complaint and charge FRANCHISEE a Non-Performance Fee of \$25 per hour per person needed to resolve the complaint, plus any other actual out of



pocket expenses incurred. BUILDINGSTARS will withhold the Non-Performance Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE.

D. Administration Fee. FRANCHISEE shall pay to BUILDINGSTARS monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), an Administration Fee equal to five percent (5%) of the Gross Revenue from the Business throughout the term of this Agreement. BUILDINGSTARS will withhold the Administration Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Section VI.D below. No part of the Administration Fee is refundable.

E. Insurance Program Fee. FRANCHISEE is required to participate in the insurance program developed for BUILDINGSTARS and its franchisees. Although BUILDINGSTARS is obligated to pay the insurance premiums for FRANCHISEE'S coverage, FRANCHISEE is obligated to pay to BUILDINGSTARS monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), an Insurance Program Fee to defray the costs incurred by BUILDINGSTARS. The Insurance Program Fee is subject to change.

At the present time, the Insurance Program Fee is three and one-half percent (3 ½%) of Gross Revenue from the Business, which will provide only the following coverage for the FRANCHISEE:

(a) Worker's Compensation;

(b) General Liability Insurance with limits of \$1,000,000 per occurrence; \$2,000,000 products/completed operations aggregate, and \$2,000,000 aggregate; and

(c) Non-owned auto insurance.

The insurance provided for the Insurance Program Fee is the minimum insurance requirement and FRANCHISEE should consult with its own insurance agent to determine if the kinds and amounts of coverage are adequate to protect FRANCHISEE'S interests. BUILDINGSTARS makes no representation, express or implied, that the policies and amounts covered by the Insurance Program Fee are sufficient for FRANCHISEE'S needs. BUILDINGSTARS will withhold the Insurance Program Fee and employee dishonesty coverage (described below) from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Section VI.D, below. No part of the Insurance Program Fee is refundable. BUILDINGSTARS makes this program available to qualified franchisees and will continue to do so in its sole discretion, but assumes no liability in connection therewith.

The cost of the Insurance Program Fee are subject to change. BUILDINGSTARS reserves the right to change, modify, or discontinue the Insurance Program at any time. FRANCHISEE further reserves the right to terminate FRANCHISEE'S right to remain in the Insurance Program at any time upon prior written notice to FRANCHISEE, for any reason, including, but not limited to FRANCHISEE'S failure to comply with any of the terms of this Agreement.

FRANCHISEE understands that if anyone other than the person(s) signing this Agreement performs services on behalf of FRANCHISEE, FRANCHISEE'S insurance coverage will be jeopardized and such failure will be grounds for termination of this Agreement. **THEREFORE, AS A MATERIAL INDUCEMENT FOR BUILDINGSTARS TO ENTER INTO THIS AGREEMENT, FRANCHISEE AGREES NOT TO, AT ANY TIME, PERMIT ANYONE TO PERFORM SERVICES ON BEHALF OF FRANCHISEE WHO IS NOT A PARTY TO THIS AGREEMENT.**

**FRANCHISEE UNDERSTANDS THAT IF IT FAILS TO COMPLY WITH THE INSURANCE PROGRAM REQUIREMENTS, THE FRANCHISEE AND ANYONE PERFORMING SUCH SERVICES MAY NOT BE INSURED AND THAT FRANCHISEE MAY BE PERSONALLY LIABLE FOR ANY CLAIMS MADE BY SUCH PERSONS. IT IS FRANCHISEE'S SOLE RESPONSIBILITY TO COMPLY WITH THE TERMS OF THE INSURANCE PROGRAM AND BUILDINGSTARS ASSUMES NO RESPONSIBILITY FOR FRANCHISEE'S VIOLATION OF THE TERMS OF THE INSURANCE PROGRAM. FRANCHISEE AGREES TO INDEMNIFY AND HOLD BUILDINGSTARS HARMLESS FROM ANY CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION, INCLUDING ATTORNEY'S FEES, THAT ARISE DUE TO FRANCHISEE'S FAILURE TO COMPLY WITH THE INSURANCE PROGRAM REQUIREMENTS, AS THEY MAY BE MODIFIED FROM TIME TO TIME.**

**BUILDINGSTARS IS MAKING THIS INSURANCE PROGRAM AVAILABLE TO FRANCHISEES SUBJECT TO CERTAIN CONDITIONS IMPOSED BY ITS INSURANCE COMPANY.**

F. Taxes. FRANCHISEE agrees to indemnify and/or reimburse BUILDINGSTARS and its Affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the conduct of the Business or the license of any of BUILDINGSTARS or its Affiliates' intangible property to FRANCHISEE (whether required to be paid by BUILDINGSTARS or its Affiliates, withheld by FRANCHISEE or otherwise). FRANCHISEE's obligation to indemnify or reimburse BUILDINGSTARS or its Affiliates for these taxes does not extend to income-type taxes which a state or local government imposes on BUILDINGSTARS or its Affiliates' income.

G. Customer Development Fee. If, within one year after termination, expiration or transfer of this Agreement, FRANCHISEE or any employee or affiliate of FRANCHISEE shall perform for any Customer, services similar to those to be performed under this Agreement but performed outside of this Agreement, FRANCHISEE shall pay to BUILDINGSTARS a fee equal to 3 times the monthly amount agreed to be paid to FRANCHISEE, its employee or affiliate of FRANCHISEE, for such services.

## **V. TERM**

The term of this Agreement shall be for a period of one (1) year from the date of final execution, unless sooner terminated in accordance with this Agreement. If FRANCHISEE is in full compliance with the terms of this Agreement, FRANCHISEE shall have the right to renew for three (3) additional terms of one (1) year each, provided that FRANCHISEE is not in default under this Agreement at the time of each renewal and FRANCHISEE executes the most current franchise agreement being utilized by BUILDINGSTARS and pays BUILDINGSTARS a renewal fee of \$200. Notwithstanding the foregoing, BUILDINGSTARS may, in its discretion, refuse to renew the Franchise if FRANCHISEE has been notified of defaults (even if subsequently cured) under the Franchise Agreement more than two (2) times during the initial term or more than three (3) times during any renewal term, even if FRANCHISEE is not in default at the time of such renewal. The then current franchise agreement may contain significantly different terms than this Agreement. On renewal, BUILDINGSTARS is under no obligation to provide FRANCHISEE with any new customer accounts. FRANCHISEE agrees to give BUILDINGSTARS not less than one hundred twenty (120) days written notice of its desire to renew the franchise, prior to the end of the initial term or the renewal term. In the event that BUILDINGSTARS elects not to renew, BUILDINGSTARS shall give FRANCHISEE written notice within ninety (90) days prior to the expiration of this Agreement.

Notwithstanding anything herein to the contrary, in the event that a new franchise agreement is not executed by both parties at the expiration of this Agreement or any renewal term and BUILDINGSTARS has not given FRANCHISEE notice of its intent not to renew, this Agreement shall continue in accordance with its terms on a month-to-month basis with either party having the right to terminate on thirty (30) days prior written notice to the other party.

## **VI. OBLIGATIONS OF BUILDINGSTARS**

A. Initial Training. BUILDINGSTARS will provide an initial training program for the operation of the Business using the System and Marks for the FRANCHISEE. The initial training program is furnished after this Agreement is executed and prior to the opening of the Business and will be furnished at such time and place as BUILDINGSTARS may designate. FRANCHISEE shall pay all transportation, lodging, meals and other expenses incurred by it in attending this program. If FRANCHISEE does not satisfactorily complete the training program, BUILDINGSTARS shall have the right to terminate this Agreement. Satisfactory completion of the training program is, however, no assurance of the success of the Business.

B. Refresher Training. BUILDINGSTARS may provide additional or refresher training programs from time to time at a place and time as may be designated by BUILDINGSTARS. FRANCHISEE shall pay all transportation, lodging, meals and other expenses incurred by it in attending such programs and BUILDINGSTARS shall have the right to charge a reasonable fee for such refresher training programs.

C. Continuing Advisory Assistance. BUILDINGSTARS will make available such continuing advisory assistance in the operation of the franchise, rendered in such manner and available from time to time, as BUILDINGSTARS may deem appropriate. BUILDINGSTARS reserves the right to charge a reasonable fee for such assistance as well as to be compensated for any travel expenses including but not limited to transportation, lodging, meals and other expenses BUILDINGSTARS' employees incur providing such Advisory Assistance.

D. Management Services. BUILDINGSTARS will provide FRANCHISEE with billing and collection services on its behalf. However, BUILDINGSTARS is not responsible if the Customer fails to pay nor is BUILDINGSTARS required to commence any further action other than as set forth herein if they do not pay. FRANCHISEE is responsible for any and all collection activities if a Customer is delinquent in payment.

a. Authorization to BUILDINGSTARS. FRANCHISEE hereby authorizes BUILDINGSTARS to bill each Customer on a scheduled basis, accept payments from customer accounts, collect accounts receivable, and maintain revenue records. BUILDINGSTARS will provide Customer imprinted invoices, envelopes and postage. In addition, BUILDINGSTARS will provide ongoing phone contact and reminder notices, both mailed and faxed to delinquent Customers on a monthly basis. Once a month BUILDINGSTARS will provide FRANCHISEE a Monthly Revenue Statement. FRANCHISEE hereby authorizes BUILDINGSTARS to collect cash and other forms of payment from accounts to which FRANCHISEE has rendered services or products, endorse FRANCHISEE'S name on and deposit checks, sign its name on liens, and take any other action necessary to carry out the terms of this Agreement.

FRANCHISEE further authorizes BUILDINGSTARS to deduct from payments BUILDINGSTARS collects from the Customers the fees described in Sections III and IV of this Agreement and any other amounts due to BUILDINGSTARS, any authorized insurance payments, and any out-of-pocket costs (including but not limited to attorney's fees and court costs) incurred by BUILDINGSTARS in enforcing payment of accounts by Customers or FRANCHISEE.

BUILDINGSTARS will collect all payments actually received and disburse the amount due to FRANCHISEE in accordance with the procedures set forth in the Confidential Operations Manual.

b. Collections. FRANCHISEE must pay for all reasonable attorneys' fees, court costs, expenses, and out-of-pocket costs incurred to enforce collection from Customers. If a Customer is delinquent in payment, FRANCHISEE is responsible for any and all collection activities. BUILDINGSTARS is not obligated to hire attorneys, commence litigation, or do any acts (other than to send scheduled statements) in order to enforce payment of accounts by Customers. The only collection activities BUILDINGSTARS is required to provide are ongoing phone contact and reminder notices both mailed and faxed to delinquent Customers on a monthly basis for such time as BUILDINGSTARS deems appropriate.

c. Application of Payments. FRANCHISEE agrees to immediately deliver to BUILDINGSTARS any and all money collected from its Customers.

d. Taxes. FRANCHISEE is and will continue to be responsible for complying with all local, state and federal tax requirements including but not limited to income tax, sales tax, use tax or any other tax required along with the proper reporting requirements.

E. Initial Customer Accounts. Within ninety (90) days after FRANCHISEE begins operation of the Business as described in Section VII.A below, BUILDINGSTARS shall offer FRANCHISEE customer accounts which would generate at least \$1,000 in Monthly Contract Revenues. FRANCHISEE will then follow the procedure set forth in the Confidential Operations Manual for accepting or rejecting said customer accounts. Once BUILDINGSTARS has offered FRANCHISEE customer accounts which total \$1,000 in Monthly Contract Revenues, regardless of whether the FRANCHISEE accepts these accounts, BUILDINGSTARS' obligations under this Section VI.E shall be deemed satisfied.

F. New Customer Accounts. BUILDINGSTARS may offer new customer accounts or increase the existing customer accounts to FRANCHISEE if: (i) FRANCHISEE is in full compliance with the terms of this Agreement; (ii) FRANCHISEE has provided satisfactory services to its existing customers; and (iii) FRANCHISEE'S Monthly Contract Revenue does not exceed \$5,000 per month. FRANCHISEE acknowledges that BUILDINGSTARS has no obligation to offer new customer accounts or increase an existing customer account. If BUILDINGSTARS offers FRANCHISEE a new Customer account, FRANCHISEE must follow the procedures set forth in the Confidential Operations Manual for rejecting or accepting the customer account. FRANCHISEE is under no obligation to accept any customer accounts. In addition, FRANCHISEE has the right to give BUILDINGSTARS back any customer account so long as it gives BUILDINGSTARS at least ten (10) days prior written notice of its intent to return the customer account and FRANCHISEE shall not be entitled to any compensation for giving back the account.

G.

H. Inspections of Customer Premises. BUILDINGSTARS may make periodic quality control and customer relations visits to each customer account location of FRANCHISEE.

I. Discontinue Right to Customer Account. BUILDINGSTARS retains the right to discontinue allowing FRANCHISEE to service a Customer Account at any time if BUILDINGSTARS, in its sole discretion, determines that FRANCHISEE is not adequately servicing the customer account. Factors which BUILDINGSTARS considers include, but are not limited to, the following: Customer complaints, unresponsiveness to Customer or BUILDINGSTARS, allegations by Customer of theft or breakage, lateness or failure to complete the job in a professional manner. In such event, BUILDINGSTARS does not have any obligation to replace said Customer Account with another.

J. Customer Accounts and Billing and Collection Services. BUILDINGSTARS has subcontracted with its Affiliate, Buildingstars Operations, Inc., to provide the services relating to Customer Accounts which include billing and collection as well as possibly providing insurance as set forth herein to FRANCHISEE on behalf of BUILDINGSTARS. BUILDINGSTARS reserves the right to modify, extend or discontinue said subcontract relationship at any time.

## **VII. OBLIGATIONS OF FRANCHISEE**

A. Business Opening. FRANCHISEE must begin operations of the Business within forty-five (45) days after the FRANCHISEE successfully completes the Initial Training Program. The FRANCHISEE is deemed to have begun operations of the Business when:

1. FRANCHISEE has successfully completed the Initial Training Program;
2. FRANCHISEE has all necessary licenses and permits;
3. FRANCHISEE has provided proof of insurance coverage as required herein;
4. FRANCHISEE has all necessary and required materials and supplies for the proper operation of the Business; and
5. FRANCHISEE is in full compliance with this Agreement.

B. Use of Marks and System. FRANCHISEE agrees not to adopt the name “Buildingstars” as part of its corporate name with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by BUILDINGSTARS to FRANCHISEE). FRANCHISEE agrees, during the term of this agreement, to operate, advertise and promote the Business under the name “Buildingstars” without prefix or suffix and to adopt and use the Marks and System licensed hereunder solely in the manner prescribed by BUILDINGSTARS. FRANCHISEE must file an assumed or fictitious name filing where required by applicable law and always use the words d/b/a after FRANCHISEE’S legal name.

C. Standards of Operation.

1. FRANCHISEE agrees to comply with BUILDINGSTARS’ written policies, practices, procedures, regulations and standards, whether set forth in the Confidential Operations Manual or in other materials supplied to FRANCHISEE by BUILDINGSTARS which may be changed or modified from time to time.

2. FRANCHISEE shall use all equipment, products and supplies in the operation of the Business that meet BUILDINGSTARS’ standards and specifications as set forth in the Confidential Operations Manual. FRANCHISEE must purchase the required equipment and supplies in order to begin operation of the Business. This start-up equipment and supplies may be purchased from BUILDINGSTARS or its Affiliate.

3. FRANCHISEE shall continuously and prominently display the Marks in connection with the Business, and will not take or fail to take any action, the result of which might detract from the public image of BUILDINGSTARS, the Business, the System or the Marks. FRANCHISEE shall not display or permit to be displayed at the Business any business name or service not authorized hereunder.

4. FRANCHISEE shall at all times maintain minimum levels of inventory and supplies in the amount and type as may be directed by BUILDINGSTARS from time to time or as may be specified in the Confidential Operations Manual.

5. All of FRANCHISEE'S business dealings will be governed by the highest professional standards of honesty, integrity, fair dealing and ethical conduct. FRANCHISEE will do nothing that would tend to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of BUILDINGSTARS, its other franchisees and its Affiliates. FRANCHISEE shall pay when due all of its own obligations including but not limited to taxes whatsoever incurred with the purchase and operation of the Business.

6. FRANCHISEE shall at all times faithfully, honestly and diligently perform the obligations hereunder, use its best efforts to promote and enhance the Business, and shall not engage in any business or other activity that will conflict with the FRANCHISEE'S obligations hereunder.

7. FRANCHISEE agrees to and shall take all steps as are necessary to ensure it treats all Customers fairly and provide services hereunder in an honest, ethical, and nondiscriminatory manner. Further FRANCHISEE shall not withhold any material information from its Customers or attempt to sell any service to them that FRANCHISEE believes, in its good faith estimation, is not needed.

8. FRANCHISEE shall not advertise in a deceptive, misleading, or unethical manner; shall only make those promises, representations, and guarantees to Customers, and others at the Business authorized by BUILDINGSTARS; preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as BUILDINGSTARS may establish from time to time in the Confidential Operations Manual.

9. FRANCHISEE recognizes that it is not permitted to use the System or Marks in connection with the sale of any products or services other than the cleaning business. If a Customer requests that FRANCHISEE render any services or sell any products that are not of the type that is normally rendered in connection with the System, FRANCHISEE must first notify BUILDINGSTARS and obtain approval from BUILDINGSTARS. BUILDINGSTARS will not unreasonably object to FRANCHISEE'S request provided that the services do not interfere with the services that FRANCHISEE renders in connection with the franchise, the services and products are in no way associated with the Marks and System, FRANCHISEE is capable of providing the products and services in a good and workmanlike manner, and the Customer is fully apprised that the services or products are not being rendered in connection with the franchise. BUILDINGSTARS retains the right to object to any future requests and the failure to object to any request shall not prohibit BUILDINGSTARS from objecting to any future requests.

D. Licensure; Compliance with Laws. At all times FRANCHISEE shall comply with all federal, state, municipal, and local laws, rules, regulations, ordinances, and codes applicable and related to this Agreement, the Business, and all aspects of the conduct of the Business including but not limited to, the Americans with Disabilities Act ("ADA") and OSHA in all respects, and nothing contained herein or in the Confidential Operations Manual shall be construed as or implied as imposing any obligation on BUILDINGSTARS or its Affiliates in relation to the ADA or OSHA. FRANCHISEE shall obtain all licenses and permits required by any applicable federal, state, municipal, and local law, rule, regulation ordinance and code. FRANCHISEE shall make timely filings of all tax returns and shall pay when due all taxes levied or assessed on, and related to this Agreement and the Business. At no time is BUILDINGSTARS required to inform FRANCHISEE of any federal, state, municipal, or local law, rule, regulation, ordinance code, or tax.

E. Insurance. FRANCHISEE must purchase and continuously maintain during the term of this Agreement, at a minimum, the insurance coverages that BUILDINGSTARS requires and must furnish to BUILDINGSTARS evidence of such insurance as BUILDINGSTARS shall reasonably request, together with information concerning claims and losses under such insurance. All policies of insurance required to be provided and maintained by FRANCHISEE by this Agreement must name BUILDINGSTARS, and its designated Affiliates and their successors and assigns as additional insureds (without obligation to pay the premium or any deductible amounts, all of which will be paid by FRANCHISEE), and must be carried with such responsible insurance companies and be in such form as is reasonably satisfactory to BUILDINGSTARS. BUILDINGSTARS has the right to require FRANCHISEE to increase the types and amounts of insurance coverage as BUILDINGSTARS may, in its sole discretion, reasonably require. Note that the insurance required by BUILDINGSTARS is the minimum insurance requirements and FRANCHISEE should consult with its own insurance agent to determine if the kinds and amounts of coverage are adequate to protect FRANCHISEE'S interests. BUILDINGSTARS makes no representation, express or implied, that the policies and amounts are sufficient for FRANCHISEE'S needs. BUILDINGSTARS may, in its sole option and from time to time, make insurance coverage available to FRANCHISEE. As noted in Section IV.D above, certain types of insurance are covered by the Insurance Program Fee.

If FRANCHISEE fails to obtain or maintain adequate insurance, BUILDINGSTARS may, in its sole discretion, obtain insurance for FRANCHISEE in FRANCHISEE'S name and FRANCHISEE shall reimburse BUILDINGSTARS for the costs of obtaining said insurance. In addition, BUILDINGSTARS may charge FRANCHISEE \$100 for the first day and \$25 a day for each additional day FRANCHISEE does not have at least the minimum amount of insurance BUILDINGSTARS requires. Regardless of the insurance amounts BUILDINGSTARS requires, it shall be the responsibility of FRANCHISEE to maintain adequate insurance coverage at all times during the term of and after the expiration of this Agreement. Failure of FRANCHISEE to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement.

F. Cooperation for Financial Performance Representations. FRANCHISEE shall maintain its books and records in accordance with generally accepted accounting principles, consistently applied. If BUILDINGSTARS at any time desires to utilize a financial performance representation or similar document in connection with the sale of franchises, FRANCHISEE agrees to provide BUILDINGSTARS, at no cost, with such reasonable information as BUILDINGSTARS requires from FRANCHISEE in order to properly prepare such documents, and shall permit BUILDINGSTARS to utilize such information as it deems necessary.

G. Innovations. All ideas, concepts, techniques or materials concerning the Business, whether or not protectable intellectual property and whether created by FRANCHISEE or its owners or employees, must be promptly disclosed to BUILDINGSTARS and will be deemed to be BUILDINGSTARS' sole and exclusive property, part of the System, and works made-for-hire for BUILDINGSTARS. To the extent any item does not qualify as a "work made-for-hire" for BUILDINGSTARS, FRANCHISEE must assign ownership of that item and all related rights to that item, to BUILDINGSTARS and must take whatever action (including signing assignments or other documents) BUILDINGSTARS requests to show BUILDINGSTARS' ownership or help BUILDINGSTARS obtain intellectual property rights in the item. However, if this provision is found to be invalid or unenforceable, FRANCHISEE grants to BUILDINGSTARS a worldwide, perpetual, non-exclusive and fully paid license to use and sublicense the use of the ideas, concepts, techniques or materials.

H. Financial Records and Reports. FRANCHISEE agrees to furnish to BUILDINGSTARS financial reports as shall be requested by BUILDINGSTARS from time to time pursuant to or in

connection with this Agreement or as specified in the Confidential Operations Manual. FRANCHISEE shall establish a business checking account and will continue to maintain a business checking account throughout the term of this Agreement.

I. Actual Participation. FRANCHISEE recognizes the importance of the FRANCHISEE'S participation in the operation of the Business including the actual cleaning required to be done and that the FRANCHISEE'S agreement to so participate in the operation of the Business is a material inducement for FRANCHISOR to enter into this Agreement.

## **VIII. PROPRIETARY MARKS**

A. Right to Use Marks. FRANCHISEE acknowledges that "Buildingstars" is a valid service and/or trademark, which is licensed to BUILDINGSTARS. FRANCHISEE recognizes that valuable goodwill is attached to the Marks, and that it will use the same only in the manner and to the extent specifically licensed by this Agreement. Any goodwill arising out of FRANCHISEE'S use of the Marks inures to the benefit of BUILDINGSTARS and BUILDINGSTARS' Affiliates. FRANCHISEE further acknowledges that the right to use said Marks and the grant contained in this Agreement is nonexclusive, and that BUILDINGSTARS and/or its Affiliates, in their sole discretion, have the right themselves to operate businesses under said Marks on any terms and conditions BUILDINGSTARS deems fit. Any unauthorized use of the Marks by the FRANCHISEE in any medium whatsoever is a breach of this Agreement and an infringement of the rights of BUILDINGSTARS. FRANCHISEE agrees that the unauthorized use of BUILDINGSTARS' Marks will constitute irreparable harm to BUILDINGSTARS, and FRANCHISEE expressly waives any requirement that BUILDINGSTARS post security in order to obtain injunctive relief in connection with such use. All provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, and commercial symbols hereafter authorized for use by and licensed to the FRANCHISEE.

B. Contest of Marks. FRANCHISEE will not directly or indirectly contest or aid in contesting the validity or ownership of the Marks, trade secrets, methods, procedures and advertising techniques which are part of the System, or contest BUILDINGSTARS' and BUILDINGSTARS' Affiliates' right to register, use or license others to use such names and Marks, trade secrets, methods, procedures and techniques. FRANCHISEE will not at any time (whether during the term of this Agreement or after expiration or termination thereof) directly or indirectly commit an act of infringement. FRANCHISEE agrees to promptly notify BUILDINGSTARS of any claim, demand, or suit based upon or arising from any attempt by anyone else to use the Marks, or any colorable variation thereof. BUILDINGSTARS or BUILDINGSTARS' Affiliates shall have the sole discretion to determine if they will defend the use of the Marks, and they are not obligated to defend the Marks. BUILDINGSTARS or BUILDINGSTARS' Affiliates have the right to control any administrative proceeding or litigation involving the Marks. FRANCHISEE shall execute any and all instruments and documents, render assistance, and do such acts as may, in the opinion of BUILDINGSTARS' counsel, be necessary or advisable to protect the interests of BUILDINGSTARS or its Affiliates in any such litigation, or proceedings, or to otherwise protect and maintain the interest of BUILDINGSTARS or its Affiliates in the Marks.

C. Change of Marks. BUILDINGSTARS shall have the right to change the Marks to be used by FRANCHISEE at any time and for any reason it deems appropriate. FRANCHISEE shall pay the costs associated with such change and shall make such necessary changes promptly.



## **IX. TRADE SECRETS AND CONFIDENTIAL INFORMATION**

FRANCHISEE shall not, during the term of this Agreement, or after the transfer, termination or expiration, communicate or divulge to anyone, any information or knowledge concerning the products, services, standards, procedures, techniques, sales information, profit margins, marketing procedures, expansion plans, Customers, rates, fees and terms, databases, or such other information that gives BUILDINGSTARS' Affiliate, BUILDINGSTARS and FRANCHISEE a competitive advantage over those who do not know it, and other information or material which BUILDINGSTARS may designate as confidential, nor shall FRANCHISEE disclose or divulge in whole or in part any trade secrets or operating procedures of BUILDINGSTARS or its Affiliates, Customer lists, Customer contracts, sales and promotional information, employee lists, supplier and vendor information, information regarding real property management companies or commercial real estate owners affiliated with or related to any Customer, customer account, or any commercial real estate for which BUILDINGSTARS, its Affiliates, FRANCHISEE or any other franchisee has provided commercial cleaning services; pricing information; financial information furnished or disclosed to FRANCHISEE by BUILDINGSTARS or its Affiliates and any other information with respect to BUILDINGSTARS, unless such information is generally known and in the public domain, and except to the extent necessary to operate the Business (“**Confidential Information**”). FRANCHISEE will exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all trade secrets and proprietary rights during and after the term of this Agreement.

## **X. RESTRICTIVE COVENANT**

A. FRANCHISEE agrees that during the term of this Agreement and for one (1) year after the Transfer, expiration or termination for any reason of this Agreement or the entry of a final order of a court of competent jurisdiction enforcing this covenant, whichever is later, FRANCHISEE and any of its relatives, or associates, shall not, directly or indirectly, for FRANCHISEE or for any other person or entity (except BUILDINGSTARS):

1. Provide or attempt to provide (or others of the opportunity to provide), directly or indirectly, any Services to any Customer for which FRANCHISEE has rendered services under this Agreement or to which FRANCHISEE has been introduced by or about which FRANCHISEE has received information by being a Buildingstars franchisee.

2. In the event that there is a breach of this provision, Franchisee shall pay BUILDINGSTARS a fee equal to 3 times the monthly amount agreed to be paid by the Customer for the Services.

B. FRANCHISEE agrees that during the term of this Agreement and for one (1) year after the Transfer, expiration or termination for any reason of this Agreement or the entry of a final order of a court of competent jurisdiction enforcing this covenant, whichever is later, FRANCHISEE and any of its relatives, or associates, shall not, directly or indirectly, for FRANCHISEE or for any other person or entity (except BUILDINGSTARS):

1. Contact, solicit, attempt to contact or solicit, or participate or aid with the contact or solicitation of or provide or attempt to provide (or advise others of the opportunity to provide directly or indirectly any cleaning or janitorial services to any Customer for any reason other than providing services pursuant to this Agreement, including but not limited to notifying any Customer of FRANCHISEE'S new affiliation or employment;

2. Contact or solicit, attempt to contact or solicit, or participate or aid in the contact or solicitation of, any Service Provider for the purpose of inducing or encouraging him, her or it to terminate or materially alter their employment, engagement, franchise relationship or other business relationship with BUILDINGSTARS, any Affiliate, or other franchisee;

3. Do or take any action to circumvent or otherwise attempt to take away or interfere with or jeopardize the business relationship between the Customer and BUILDINGSTARS. FRANCHISEE acknowledges and agrees any interference with the Customer's business or the relationship between BUILDINGSTARS and Customers is in direct violation of this provision.

C. Reasonableness of the Restriction. BUILDINGSTARS intends to restrict the activities of the FRANCHISEE under Sections IX and X of this Agreement only to the extent necessary for the protection of BUILDINGSTARS' legitimate business interests. For the sake of clarity, nothing herein is to restrict FRANCHISEE from providing janitorial/cleaning services to any entity or person that is not a Customer; provided however, that the foregoing shall not alter FRANCHISEE's obligations, including but not limited to Section IX above, under this Agreement. The foregoing covenants shall be construed as severable and independent and shall be interpreted and applied consistent with the requirements of reasonableness and equity. In the event a court of competent jurisdiction shall determine the business, time, or geographic limitations contained in this Agreement are illegal, invalid or unenforceable, then, the court so holding shall reduce the limitation necessary to render such restriction enforceable by such court. BUILDINGSTARS shall have the right to reduce the scope of any covenant contained in Sections IX and X, without FRANCHISEE'S consent, effective immediately upon receipt by FRANCHISEE of written notice thereof; and FRANCHISEE shall comply with any covenant as so modified. In addition to any other remedies available at law or equity, BUILDINGSTARS shall have the right to injunctive relief for a violation or threatened violation of the foregoing. FRANCHISEE acknowledges that the restrictions imposed in this Section are reasonable and their enforcement will not cause an undue burden upon FRANCHISEE'S ability to earn a livelihood.

The terms of this Section X are assignable by BUILDINGSTARS and shall inure to the benefit of BUILDINGSTARS, as well as its successors and assigns. In the event of any assignment, sale, merger or change in ownership or structure of BUILDINGSTARS, the resulting entity shall step into the place of BUILDINGSTARS, without any additional consent of or notice to FRANCHISEE, as if the term BUILDINGSTARS were defined in this Agreement to include such entity.

## **XI. DEFAULT AND TERMINATION**

### **A. Termination by BUILDINGSTARS.**

1. 30 Day Opportunity to Cure. BUILDINGSTARS may at its option, and without prejudice to any other rights or remedies provided for in this Agreement or at law or in equity, terminate this Agreement for "good cause". (Provided that state law permits BUILDINGSTARS has the right to terminate earlier if the "good cause" constitutes a default which is not curable.) Without limitation as to other situations, good cause for termination also exists if FRANCHISEE:

(1) Does not perform any and all of the lawful terms, conditions, and obligations of this Agreement, or the Confidential Operations Manual; or

(2) Commits any other act which constitutes good cause under applicable state law or court decisions; or

(3) Engages in any illegal, fraudulent, unfair or deceptive business practice, which adversely affects the operation, maintenance, or goodwill of the franchise; or

(4) Fails to operate the Business for a period of three (3) consecutive days without justifiable cause; or

(5) Diverts or collects any fees from Customers in violation of Section VI.D., above which provide that customer billings and collections are to be done by BUILDINGSTARS; or

(6) Fails to properly service Customers in accordance with BUILDINGSTARS' standards and within the spirit and intent of this Agreement. (By way of illustration and not limitation, a failure to properly service Customers will occur if at least three Customer complaints are made regarding the services rendered by the Business within any consecutive ninety-day period because of dissatisfaction with services provided by the Business).

Subject to applicable law and except as otherwise provided in this Agreement, BUILDINGSTARS will give the FRANCHISEE at least ninety (90) days prior written notice of termination, [unless a longer period of time is required or shorter period of time is permitted by applicable state law]. The notice shall state the reason(s) for termination and shall provide that the FRANCHISEE has thirty (30) days from the date of said notice to correct any claimed deficiency. If the deficiency is corrected within thirty (30) days, the notice shall be void. If the deficiency is not corrected within said thirty (30) day period, BUILDINGSTARS may terminate this Agreement after ninety (90) days from the date the original written notice of default was given to FRANCHISEE.

2. 10 Day Opportunity to Cure. BUILDINGSTARS may also terminate this Agreement for nonpayment of sums due to BUILDINGSTARS or BUILDINGSTARS' Affiliates or suppliers; failure of FRANCHISEE to open the Business in accordance with the time periods specified in this Agreement; failure of FRANCHISEE to comply with the Conditions of Grant as set forth in paragraph II.C. If termination is based on the foregoing, the FRANCHISEE shall be entitled to written notice of default, but BUILDINGSTARS shall [if permitted by applicable law] only be required to grant FRANCHISEE ten (10) days to remedy such default. If not cured within the applicable period, BUILDINGSTARS shall have the right to terminate this Franchise Agreement to be effective no less than ninety (90) days after the original notice.

3. Without Opportunity to Cure. Notwithstanding anything contained herein to the contrary, if state law permits, BUILDINGSTARS shall be permitted to terminate the franchise immediately upon notice when the basis or grounds for cancellation is: (a) FRANCHISEE or its owners are convicted of a felony or any other criminal misconduct which materially and adversely affects the operation, maintenance, reputation, or goodwill of the franchise; (b) fraudulent activity which materially and adversely affects the operation, maintenance, reputation, or goodwill of the franchise; (c) abandonment of the franchise; (d) bankruptcy or insolvency of the FRANCHISEE; (e) the giving of more than two (2) no account or insufficient funds checks within a twelve-month period; or (f) any other act or omission which permits termination without notice and/or an opportunity to cure under applicable state law.

B. writing of any failure of BUILDINGSTARS to perform any of BUILDINGSTARS' obligations pursuant to this Agreement. FRANCHISEE may terminate this Agreement if BUILDINGSTARS shall materially default in performance of any terms and conditions in this Agreement, after giving BUILDINGSTARS written notice within thirty (30) days thereof, and if the default has not been corrected within sixty (60) days thereafter.

C. Consequences of Termination. Upon termination or expiration of this Agreement, for any reason whatsoever, all of FRANCHISEE'S rights hereunder shall terminate. FRANCHISEE shall immediately thereafter discontinue use of all Marks, signs, colors, structures, printed goods and forms of advertising indicative of BUILDINGSTARS' business and return any copyrighted materials which have been provided to FRANCHISEE by BUILDINGSTARS, and if BUILDINGSTARS requests, shall assign its telephone numbers to BUILDINGSTARS and execute any and all documents necessary to do so. Further, FRANCHISEE shall pay all amounts due to BUILDINGSTARS, BUILDINGSTARS' Affiliates, and suppliers. Further, FRANCHISEE agrees to return any and all materials which contain Confidential Information in whatever form, including but not limited to the Confidential Operation Manual, to BUILDINGSTARS immediately. FRANCHISEE'S obligations regarding Trade Secrets and Confidential Information and Restrictive Covenant shall remain in full force and effect in accordance with their terms, notwithstanding such termination.

FRANCHISEE will immediately cease providing services to all Customers and forfeit any rights it may have to the Customers and any customer accounts. Upon request of BUILDINGSTARS, FRANCHISEE will assign to BUILDINGSTARS any or all of FRANCHISEE'S Customer contracts and BUILDINGSTARS will have the right to either service the accounts or assign the servicing of the accounts to others. At no such time will FRANCHISEE terminate a written contract until proper notice has been given to BUILDINGSTARS prior to termination.

## **XII. CONFIDENTIAL OPERATIONS MANUAL**

BUILDINGSTARS shall loan FRANCHISEE for the duration of this Agreement and any renewal one (1) copy of the Confidential Operations Manual (or the "Manual"), which may cover such items as general business methods, merchandising, financial reporting requirements, confidentiality agreements, plans and specification requirements, approved suppliers, etc. The Manual will constitute a confidential trade secret of BUILDINGSTARS and shall remain the property of BUILDINGSTARS. The Manual cannot be photocopied, reproduced, or disseminated without BUILDINGSTARS' written consent. FRANCHISEE shall at all times insure that its copy of the Manual is kept current and up-to-date; and, in the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by BUILDINGSTARS shall be controlling. Upon termination or expiration of this Agreement, FRANCHISEE shall return the copy of the Manual to BUILDINGSTARS. FRANCHISEE agrees that it shall strictly comply with all of the mandatory requirements in the Manual and such compliance is an essential part of its obligations under this Agreement. FRANCHISEE shall at all times be responsible for complying with the mandatory portions of the Manual.

FRANCHISEE understands and agrees that due to changes in competitive circumstances, presently unforeseen changes in the needs of Customers, and/or presently unforeseen technological innovations, the System may need to undergo changes in order that it best serve the interests of the FRANCHISEE, BUILDINGSTARS and System. Subject to the other provisions of this Agreement, FRANCHISEE expressly agrees to abide by any such modifications, changes, additions, deletions and alterations including but not limited to the purchase of new and additional equipment, and acknowledge that such modifications, changes, additions, deletions and alterations may require further expenditures by FRANCHISEE.

## **XIII. TRANSFERABILITY OF INTEREST**

A. By BUILDINGSTARS. BUILDINGSTARS is free to assign any or all of its rights and obligations under this Agreement, and upon such assignment BUILDINGSTARS shall be relieved of any of the obligations under this Agreement so assigned, and all rights and obligations shall accrue to the successor or assignee.

B. By FRANCHISEE. FRANCHISEE may not assign this Agreement without the consent of BUILDINGSTARS, which consent will not be unreasonably withheld. An assignment shall be deemed to include a situation in which any person or entity would have actual, legal or effective control over the Business or upon a sale, transfer or change of ownership of the FRANCHISEE or the Business.

#### **XIV. INDEPENDENT CONTRACTOR/INDEMNIFICATION**

BUILDINGSTARS and FRANCHISEE are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between them, in any respect. FRANCHISEE shall conspicuously identify itself at the premises of the Business and in all dealings with the public as the owner of the business. BUILDINGSTARS shall not be involved in the day-to-day management or control of the Business. Neither BUILDINGSTARS nor FRANCHISEE shall make any agreements or representations in the name of or on behalf of the other that their relationship is other than franchisor and franchisee. Under no circumstances shall BUILDINGSTARS be liable for any act, omission, debt, or other obligation of FRANCHISEE.

To the fullest extent permitted by law, FRANCHISEE, for itself and its owners, employees, agents, officers, directors, members, managers, parents, subsidiaries, affiliates, successors and assigns (“Indemnitors”), agree, at their sole cost and expense, to indemnify, defend and hold harmless, and to reimburse on demand BUILDINGSTARS and all entities related to BUILDINGSTARS and their respective shareholders, directors, officers, members, managers, employees agents, partners, attorneys, licensees, affiliates successors and assigns (“Indemnified Parties”) for and against any and all damages, losses, liabilities, bodily injury, property damage, obligations, penalties, fines, claims, litigation, demands, defenses, judgments, suit proceedings, administrative orders, consent agreements, costs, disbursements or expenses of any kind or any nature whatsoever, including without limitation, reasonable attorneys’ and expert fees and disbursements arising out of or related to or in any way arising out of the acts or omissions of any Indemnitor, including without limitation (i) any act or omission, negligent or otherwise, of the Indemnitors or anyone directly or indirectly employed by them or anyone for whom they may be liable relative to the Business; (ii) any breach by the Indemnitors of any term or provision of this Agreement; and (iii) the cost, including, but not limited to reasonable attorney’s fees, of enforcing this indemnification provision. The obligations of Indemnitors are joint and several.

This indemnification shall not be construed to indemnify an Indemnified Party to the extent such indemnification is prohibited by law, including, an indemnification of any Indemnified Party from its own negligence, if prohibited by law. To the extent indemnification of any party hereunder would be prohibited by law, this provision shall not apply to such party with respect to such otherwise indemnifiable act but shall continue to be effective as to all other parties with respect to whom indemnification is not prohibited by applicable law.

#### **XV. DISPUTE RESOLUTION**

A. Mediation. Before any party may bring an action in court for any controversy, dispute or claim between BUILDINGSTARS and FRANCHISEE arising from this Agreement or the franchise relationship set forth in this Agreement, the parties must first have a conference with each other to try to resolve the dispute. If this fails to bring about a resolution, the dispute will first be submitted to non-binding mediation (the “Mediation”) in St. Louis County, Missouri unless the parties mutually agree to another location. The Mediation shall be conducted in accordance with then-current AAA mediation rules (the “AAA Mediation Rules”) except to the extent the AAA Mediation Rules differ from the terms of this Agreement, in which event the terms of this Agreement shall be applied. Notwithstanding the foregoing, the mediation does not have to be conducted under the AAA. BUILDINGSTARS and

FRANCHISEE will select the mediator. If the parties cannot agree on the selection of a mediator, the mediation shall be conducted through the AAA who will make the selection of mediator using their rules and guidelines. The cost of the Mediation, including the mediator's fee and expenses, shall be paid by the FRANCHISEE. All negotiations and mediation proceedings (including without limitation, discovery conducted therein, as well as all statements and settlement offers made by either party or the mediator in connection with the Mediation) shall be strictly confidential, shall be considered as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence, and shall not be admissible or otherwise used in connection with any court or arbitration proceeding for any purpose. The mediator may not be called as a witness in any court or arbitration proceeding for any purpose. If the parties, after a good faith effort to settle the dispute using Mediation, are unable to reach settlement, BUILDINGSTARS and FRANCHISEE agree that the dispute will be resolved according to the Sections below. Failure to submit the dispute to Mediation prior to commencing any litigation or arbitration proceeding shall be grounds for dismissal of the litigation or arbitration proceedings.

Notwithstanding the foregoing, the obligation of this Section to mediate will not be binding with respect to claims brought by BUILDINGSTARS and relating to BUILDINGSTARS's trademarks, service marks, patents, or copyrights, including the Marks; claims relating to any lease or sublease of any real property between the parties or their affiliated entities; or requests by BUILDINGSTARS for temporary restraining orders, preliminary injunctions, permanent injunctions or other proceedings in a court of competent jurisdiction to obtain interim or permanent relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual dispute between the parties.

B. Litigation. Except as otherwise provided in this Agreement, all controversies, disputes or claims between BUILDINGSTARS and FRANCHISEE arising from this Agreement or the franchise relationship set forth in this Agreement shall be filed in the Federal District Court in St. Louis, MO when the grounds set forth in 28 U.S.C. § 1332 are present. Both parties and each guarantor of this Agreement irrevocably submit to the jurisdiction of this court and waive any objection to the application of Missouri law or to the jurisdiction or venue in this court. In the event that the above-referenced federal court does not have jurisdiction over the dispute, the parties shall submit to binding arbitration as provided below.

Notwithstanding the foregoing, any claims BUILDINGSTARS has relating to its trademarks, service marks, patents, or copyrights, including the Marks; claims relating to any lease or sublease of any real property between the parties or their affiliated entities; or requests by BUILDINGSTARS for temporary restraining orders, preliminary injunctions, permanent injunctions or other proceedings in a court of competent jurisdiction to obtain interim or permanent relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual dispute between the parties shall be brought in either federal or state courts in St. Louis County, MO. Both parties agree to submit to the jurisdiction of the state and federal court in St. Louis County, MO.

C. Arbitration. In the event that the federal court described above does not have subject matter jurisdiction over the dispute, the parties, subject to all other provisions above, will submit the dispute to binding arbitration conducted in St. Louis County, MO (unless the parties mutually agree otherwise). The arbitration proceeding will be conducted in accordance with the then current commercial arbitration rules of the American Arbitration Association ("AAA Rules"), except to the extent the AAA Rules differ from the terms of this Agreement, in which event the terms of this Agreement will apply. Notwithstanding the foregoing, the arbitration does not have to be conducted under the AAA. The arbitrator must be mutually selected by the parties and must have at least 5 years of substantial experience in franchise law. Each party will be limited to 25 document requests, 15 interrogatories and 1 deposition unless otherwise agreed to between the parties. For purposes of this Section, if any dispute that names, involves or includes BUILDINGSTARS, its respective affiliates,

officers, directors, agents, brokers or employees, such persons or entities shall also be included in and made party to the arbitration proceeding to the extent such parties consent to proceeding forward in arbitration.

The arbitrator will have the right to award or include in his award any relief which he deems proper in the circumstances, including money damages (with interest on unpaid amounts from date due), specific performance, and attorneys' fees and costs; however, the arbitrator will not be allowed to award or include in his award any punitive, exemplary, or consequential damages, to which the parties waive any right. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this Section, including but not limited to, any claim that all or any part of this Section is void or voidable. The award and decision of the arbitrator will be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; or (2) make any award which extends, modified or suspends any lawful term of this Agreement. Each party waives any right to contest the validity or enforceability of the award of an arbitrator under this Section except to the extent permitted by applicable law. The arbitrator must submit a reasoned award and this award must be consistent with the terms of this Agreement. If the arbitrator's award is not reasoned or not consistent with the terms of this Agreement, then notwithstanding the foregoing, BUILDINGSTARS may appeal the arbitration award in Federal or State Court. An arbitration award or decision entered in any other case (whether or not BUILDINGSTARS was a party) will not be binding on BUILDINGSTARS in any other dispute, will have no precedential value and cannot be used as evidence in any other proceeding.

The arbitrator will apply the provisions of any applicable statute of limitations. In connection with any arbitration proceeding, BUILDINGSTARS and FRANCHISEE will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any of these compulsory claims which are not submitted or filed in the same proceeding in which they relate will be barred. This provision will continue in full force and effect subsequent to and notwithstanding the Transfer, or the termination or expiration of the term of this Agreement. Except as provided in subsection A. above, the arbitration will be conducted on an individual, not a class-wide basis. None of the parties to the arbitration will be entitled to consolidation of the arbitration proceedings with the proceedings of any third party, nor will the arbitrator or any court be empowered to order a consolidation of proceedings with any third party.

D. Dispute Resolution Fee. In the event that the FRANCHISEE or its guarantors have not complied with the provisions in this Section on Dispute Resolutions, FRANCHISEE shall reimburse BUILDINGSTARS for all of its expenses incurred in curing the FRANCHISEE's breach (including, without limitation, BUILDINGSTARS's attorneys' fees and costs related to dismissing and responding to any improperly filed claim) and pay the BUILDINGSTARS a Dispute Resolution Fee of \$50,000 ("Dispute Resolution Fee"). FRANCHISEE acknowledges and agrees that the BUILDINGSTARS will be damaged by such breach. FRANCHISEE agrees that a precise calculation of the full extent of the damages that BUILDINGSTARS will incur from the breach of the Dispute Resolution provisions of this Agreement are difficult to determine and all parties desire certainty in this matter and agree that the Dispute Resolution Fee provided herein is reasonable and constitute liquidated damages and not a penalty. BUILDINGSTARS has the right to collect these amounts in addition to exercising any and all other rights BUILDINGSTARS may have for non-compliance under this Agreement.

## **XVI. MISCELLANEOUS PROVISIONS**

A. Waiver. No waiver by BUILDINGSTARS of any default of the FRANCHISEE shall constitute a waiver of any other default and shall not preclude BUILDINGSTARS from thereafter requiring strict compliance with this Agreement.

B. Severability. Should any provision of this Agreement be construed or declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated. If any restriction contained in this Agreement is deemed too broad to be capable of enforcement, a court of competent jurisdiction is hereby authorized to modify or limit such restriction to the extent necessary to permit its enforcement. All covenants contained in this Agreement, including but not limited to those relating to restrictive covenant, shall be interpreted and applied consistent with the requirements of reasonableness and equity.

C. Injunctive Relief. In the event of any breach or threatened breach of this Agreement by any party, the other party shall immediately be entitled to injunctive relief, in addition to any other remedies available to it, (including a temporary restraining order, preliminary injunction and specific performance) without showing or proving any actual damage sustained and shall not thereby be deemed to have elected its only remedy to the exclusion of others. If BUILDINGSTARS seeks injunctive relief, it shall not be required to post a bond.

D. Entire Agreement. This Agreement and all other written agreements related to this Agreement and expressly referenced in this Agreement, represent the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Agreement shall be of any force and effect; provided, however, that nothing in this or any related agreement is intended to disclaim BUILDINGSTARS' representations made in the Franchise Disclosure Document that was furnished to FRANCHISEE in connection with the offering to operate the Business. No amendment to this Agreement is binding unless executed in writing by both parties.

E. Representative Capacity. In all of their dealings with FRANCHISEE, the officers, directors, employees and agents of BUILDINGSTARS act only in their representative capacity for BUILDINGSTARS, and not in any individual capacity.

F. Notice. Whenever notice is required under the terms of this Agreement, it shall be given in writing and sent by registered or certified mail, or by personal delivery to FRANCHISEE'S address and to BUILDINGSTARS' office listed under the signature lines of this Agreement, or at such other address as designated in accordance with this Section. Receipt shall be deemed to have been made one (1) day after mailing or upon personal delivery, whichever first occurs.

G. Gender/Heading. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of the Agreement or any section, paragraph, or clause herein may require, as if such words had been fully and properly written in the appropriate number and gender. Headings and paragraph titles are for convenience of reference only and shall not define, limit, or extend the scope or intent of this Agreement or any provision thereof.



H. Governing Law and Jurisdiction. FRANCHISEE acknowledges that this Agreement was accepted in the State of Missouri. Except to the extent that this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 115 U.S.C. 1051), this Agreement will be governed, to the extent permissible, by the laws of the State of Missouri (without reference to its conflict of laws principles). If, however, any provision of this Agreement would not be enforceable under the laws of Missouri, and if the Business is located outside of Missouri and the provision would be enforceable under the laws of the state in which the Business is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of the state where the Business is located. Further, any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between a franchisor and a franchisee or any similar relationship (including the Missouri Merchandising Practices Act, Section 407.400 *et.al*), will not apply unless its jurisdictional requirements are met independently without reference to this Section XVI.H. BUILDINGSTARS may institute any action arising out of or relating to this Agreement in any state or federal court of general jurisdiction in the State of Missouri, and FRANCHISEE irrevocably submits to the jurisdiction and waives any objection to the application of Missouri law or to the jurisdiction or venue in those Missouri courts. If any valid applicable law or regulation [in effect at the time this Agreement is executed] of a governmental authority having jurisdiction over this Agreement limits BUILDINGSTARS' rights of rescission or termination or require longer notice periods than set forth herein, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon rescission or termination required by such laws or regulations. The provisions of this Agreement which conflict with the applicable law shall (only to the extent not in accordance with applicable law) be ineffective, and in their stead, BUILDINGSTARS shall comply with applicable law respecting each of said matters. BUILDINGSTARS shall not, however, be precluded from contesting the validity, enforceability, or applicability of such laws or regulations in any action relating to this Agreement or to its rescission or termination. If a state regulator requires an amendment to this Agreement, the amendment is attached hereto as a State Law Addendum as Exhibit II.

I. Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, administrators, executors, their permitted successors and permitted assigns.

J. Remedies. In addition to any other remedies to which it may be entitled, BUILDINGSTARS shall be entitled without bond to entry of injunctive relief and orders of specific performance enforcing the provisions of this Agreement, in the event FRANCHISEE actually or anticipatorily breaches this Agreement. If BUILDINGSTARS incurs any attorney's fees or other expenses in seeking enforcement of this Agreement, FRANCHISEE shall be required to reimburse BUILDINGSTARS for its reasonable costs and expenses (including, but not limited to attorney's fees) thereby incurred. No right or remedy conferred upon BUILDINGSTARS is intended to be exclusive, and every such right or remedy shall be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise. For purposes of this Agreement, a termination shall include a termination for any reason, expiration, cancellation, failure to renew, assignment or transfer.

K. No Warranty. FRANCHISEE acknowledges that, except as otherwise specifically stated herein, BUILDINGSTARS has the absolute right to exercise its own judgment on various matters about this Agreement and the Manual, and has the absolute right to approve, disapprove, give its consent and refuse to consent to FRANCHISEE'S requests in its sole and absolute discretion. FRANCHISEE agrees that BUILDINGSTARS' action, refusal to act, approval, disapproval, consent, or refusal of consent is not, and shall not be deemed, a representation, warranty, certification or guarantee by BUILDINGSTARS about that which is acted upon or refused consent, or about any appropriateness, legality, profitability, or success related thereto. No BUILDINGSTARS action, refusal to act, approval, disapproval, consent or refusal to consent is, or shall be deemed, a guarantee, warranty, or representation that the Business complies with, or meets any local, municipal, state, federal, or other laws or regulations

relating to the offer of services or otherwise. If it is found that BUILDINGSTARS wrongfully withheld any consent pursuant to this Agreement, FRANCHISEE'S sole remedy for such failure shall be to require BUILDINGSTARS to grant such consent.

L. Receipt of Franchise Disclosure Document. FRANCHISEE acknowledges receipt of BUILDINGSTARS' franchise disclosure document along with this Agreement, at least fourteen (14) days before execution hereof or any payment to BUILDINGSTARS. If any unilateral modifications have been made by BUILDINGSTARS to this Agreement, FRANCHISEE acknowledges that it had at least seven (7) days to review them.

M. Joint and Several Liability. If two or more persons are the FRANCHISEE under this Agreement, their obligations and liabilities to BUILDINGSTARS shall be joint and several.

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

O. Survival. FRANCHISEE'S obligations regarding trade secrets, indemnification and the restrictive covenant, as well as accrued obligations of FRANCHISEE to BUILDINGSTARS, shall survive the termination, expiration, assignment or transfer of this Agreement.

P. Payments from FRANCHISEE. BUILDINGSTARS has the sole discretion to apply any payments by FRANCHISEE to any past due indebtedness of FRANCHISEE for any fees, expenses, purchases from BUILDINGSTARS or its Affiliates, interest or any other indebtedness. Neither BUILDINGSTARS nor any of its Affiliates are required to accept payments after same are due or extend credit or otherwise finance FRANCHISEE'S operation of the franchise.

Q. Limitation on Liens. FRANCHISEE shall not grant a security interest, pledge, or place a lien upon FRANCHISEE'S interest in this Agreement or in the Business or in the assets used in the business, except that FRANCHISEE shall be permitted to grant a security interest in such furniture, fixtures, and equipment to secure FRANCHISEE'S obligation to the seller of or lender for such furniture, fixtures, and equipment to secure any indebtedness relating to the business and FRANCHISEE shall be permitted to assign its accounts receivable in connection with any third party financing of employee payroll.

R. Day-to-Day Control. FRANCHISEE has the sole rights and responsibilities for the manner and means by which the day-to-day operation of the Business is determined and conducted and for achieving its business objectives. Subject to any approval, inspection and enforcement rights reserved to BUILDINGSTARS, these FRANCHISEE'S rights and responsibilities include the employment, supervision, setting the conditions of employment and discharge for its employees at the Business, daily maintenance, safety concerns, and the achievement of conformity with the System, notwithstanding anything contained herein or in the Operations Manual to the contrary.

FRANCHISEE is responsible for hiring and maintaining a staff of qualified and competent employees for its Business. FRANCHISEE is solely responsible for all its hiring decisions and for all obligations arising from FRANCHISEE's relationship with its employees, even if FRANCHISEE uses sample employment policies, procedures or examples that BUILDINGSTARS makes available for FRANCHISEE's optional use. The use of any sample document by FRANCHISEE is not required by this Agreement. All documents are provided "as is" and BUILDINGSTARS makes no warranty that the information and sample documents comply with applicable federal, state or local laws, regulations or ordinances where FRANCHISEE does business. The fact that BUILDINGSTARS has shared this information and these sample forms/information with FRANCHISEE is not intended to be, nor is it, a requirement by BUILDINGSTARS that FRANCHISEE must use this or a similar document or process in

FRANCHISEE'S business. Further, providing sample documents is not intended to indicate in any way that BUILDINGSTARS has the right to require that any franchisee use this or a similar document or process in their franchised business, as BUILDINGSTARS does not have such rights to require use of these documents. BUILDINGSTARS's rights to require use of specific items relate only to maintenance of brand standards and trademark protection as required by federal law. If use is required to protect brand standards or BUILDINGSTARS's trademarks, such use will be identified as mandatory.

BUILDINGSTARS' retention and exercise of the right to approve certain matters, to inspect the Business and its operation and to enforce its rights, exists only to the extent necessary to protect BUILDINGSTARS' interest in the System and Marks for the benefit of BUILDINGSTARS, its Affiliates and all Buildingstars Franchisees. Neither the retention nor the exercise is for the purpose of establishing any control, or the duty to take control, over those matters which are clearly reserved to FRANCHISEE, nor shall they be construed to do so.

S. Third Party Beneficiary. Buildingstars, Inc. is a third-party beneficiary to this Agreement and Buildingstars, Inc. or its affiliates have the right to assume any of the responsibilities, duties or functions of BUILDINGSTARS in the event that the agreement between Buildingstars, Inc. and BUILDINGSTARS expires or is terminated for any reason. Furthermore, Buildingstars, Inc. shall have the right, but not the obligation, to enforce FRANCHISEE'S compliance with any provision of this Agreement.

T. Joinder of Individuals. As a condition of granting the rights and interests to FRANCHISEE provided for in this Agreement, BUILDINGSTARS may require that certain individuals execute the limited agreement provided for on the signature page to this Agreement and the effectiveness of this Agreement shall be expressly conditioned upon the execution of the limited agreement by all individuals that may be required by BUILDINGSTARS.

## **XVII. WARRANTIES AND REPRESENTATIONS OF FRANCHISEE**

A. FRANCHISEE has been advised to make an independent investigation of BUILDINGSTARS' operations. BUILDINGSTARS has not and does not represent that FRANCHISEE can expect to attain a specific level of sales, profits, or earnings. FRANCHISEE has been advised to obtain independent professional advice regarding this franchise. FRANCHISEE understands that it may sustain losses as a result of the operation or the closing of the business. FRANCHISEE understands that the business venture contemplated by this Agreement involves a high degree of financial risk and depends to a large degree on FRANCHISEE'S skills, abilities, initiative, and hard work.

B. FRANCHISEE represents and warrants that the execution, delivery and performance of this Agreement by FRANCHISEE does not and will not violate, conflict with or result in the breach of any term, condition or provision of any contract or agreement, or require the consent of any other person or entity.

C. Under applicable U.S. Law, including without limitation executive order 1224, signed on September 23, 2001 (the "Order"), FRANCHISEE is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in acts of terrorism as defined in the Order. Accordingly, FRANCHISEE does not and hereafter will not engage in any terrorist activity. In addition, FRANCHISEE is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity. Finally, FRANCHISEE is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

## **XVIII. CAVEAT**

**THE SUCCESS OF THE BUSINESS IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON, AS WELL AS OTHER FACTORS. BUILDINGSTARS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THE BUSINESS AND NO ONE IS AUTHORIZED TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.**

**FRANCHISEE UNDERSTANDS AND AGREES THAT BUILDINGSTARS HAS NO OBLIGATION TO ACCEPT FRANCHISEE'S APPLICATION AND MAY REFUSE TO GRANT A FRANCHISE FOR ANY REASON, OR NO REASON, WITHOUT DISCLOSING THE BASIS FOR ITS DECISION. FRANCHISEE ACKNOWLEDGES THAT UNLESS AND UNTIL BUILDINGSTARS SIGNS THIS FRANCHISE AGREEMENT, FRANCHISEE IS NOT A FRANCHISE AND MAY NOT RELY UPON BECOMING A FRANCHISEE.**

## **XIX. NON-LIABILITY OF BUILDINGSTARS' AFFILIATES**

**BUILDINGSTARS is the only entity obligated to FRANCHISEE hereunder. FRANCHISEE may not look to any of BUILDINGSTARS' Affiliates or related companies, other business entities or individuals for performance of this Agreement.**

## **XX. LIMITATION OF LEGAL ACTIONS**

**A. IN NO EVENT WILL BUILDINGSTARS BE LIABLE TO FRANCHISEE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR ANY CONDUCT ARISING OUT OF THIS AGREEMENT OR BUILDINGSTARS RELATIONSHIP WITH FRANCHISEE.**

**B. THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES.**

**C. ANY DISAGREEMENT BETWEEN FRANCHISEE AND BUILDINGSTARS (AND ITS AFFILIATES AND OWNERS) WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND MUST NOT BE BROUGHT AS A CLASS ACTION AND FRANCHISEE WAIVES ANY RIGHT TO PROCEED AGAINST BUILDINGSTARS (AND ITS AFFILIATES, STOCKHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCESSORS AND ASSIGNS) BY WAY OF CLASS ACTION, OR BY WAY OF A MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION.**

**D. FRANCHISEE WILL BE BARRED FROM BRINGING ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR BUILDINGSTARS' RELATIONSHIP WITH FRANCHISEE, UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH FRANCHISEE KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THAT CLAIM.**

**E. BUILDINGSTARS MAXIMUM AGGREGATE LIABILITY AND THE MAXIMUM AGGREGATE LIABILITY OF ANY OF BUILDINGSTARS'S OFFICERS, OWNERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, PARENTS OR**

**SUBSIDIARIES RELATED TO ANY AND ALL CLAIMS RELATING TO OR ARISING FROM THIS AGREEMENT OR THE FRANCHISE RELATIONSHIP SET FORTH IN THIS AGREEMENT SHALL BE COLLECTIVELY LIMITED TO THE AMOUNT FRANCHISEE PAID TO BUILDINGSTARS WITHIN THE PRIOR 12 MONTHS IMMEDIATELY BEFORE WRITTEN NOTICE OF ANY PROPER CLAIM IS RECEIVED BY BUILDINGSTARS.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their names.

**BUILDINGSTARS MANAGEMENT, INC.**

**FRANCHISEE**

Name:

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

**Address of Buildingstars Management, Inc.:**

**Address of FRANCHISEE:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For good and valuable consideration, the receipt of which is hereby acknowledged by each undersigned individual, each undersigned individual agrees to be personally bound by and personally liable for the breach of each of the provisions in Section IX (Trade Secrets and Confidential Information) and Section X (Restrictive Covenant) 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.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT I**  
**PROMISSORY NOTE**

\$600.00

\_\_\_\_\_, 20\_\_\_\_

### PROMISSORY NOTE

For value received, the undersigned promise to pay to the order of BUILDINGSTARS MANAGEMENT, INC., \_\_\_\_\_, without interest (except in the event of default) the principal sum of **Six Hundred Dollars and 00/xx (\$600.00)**, said principal to be paid in six equal monthly payments of One Hundred Dollars and 00/xx (\$100.00). The first payment shall be due upon the 15<sup>th</sup> day of the month which is ninety (90) days after execution of the Franchise Agreement and shall continue on the 15<sup>th</sup> day of each month for a period of six months. BUILDINGSTARS MANAGEMENT, INC. may withhold the monthly Note payment from the amount of billings it collects for the undersigned pursuant to Section VI.D of the Franchise Agreement.

If there shall be a default made in the payment of any of said debt when due, the holder of the note may at its option declare all unpaid indebtedness evidenced by this note immediately due and payable, and the undersigned agrees during the period of delinquency, to pay interest on the unpaid balance of the loan at the rate of eighteen percent (18%) per annum on principal, or the highest rate allowable by law. Further, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee. Failure at times to exercise such option shall not constitute a waiver of the right to exercise it later.

The makers, sureties, endorsers and guarantors of this note hereby severally waive demand, presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party hereto. This note may be pre-paid in whole or in part at any time without penalty.

Notwithstanding anything contained herein to the contrary, the outstanding balance due on this Note shall be immediately due and payable upon the occurrence of any of the following:

- A. An assignment or transfer by the undersigned of any interest in the Franchise Agreement.
- B. The sale, transfer, or assignment of the major portion of the assets of the undersigned.
- C. If more than 10% of the stock, partnership interest, or membership interest in the undersigned is acquired by anyone other than the principal stockholder, partner or member as the case may be.
- D. A default by the undersigned under the Franchise Agreement.

Notwithstanding anything herein to the contrary, any assignment or sale described in paragraphs A, B, and C, will not be considered a default under the Franchise Agreement so long as the said assignment or sale is made in compliance with the terms of the Franchise Agreement.

\_\_\_\_\_

**EXHIBIT II**  
**STATE LAW ADDENDA**



**STATE LAW ADDENDA-ILLINOIS**

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is voice. However, a franchise agreement may provide for arbitration to take place 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 acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**BUILDINGSTARS MANAGEMENT, INC.**

**FRANCHISEE**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_)

### **EXHIBIT III**

#### **LOCATION OF BUSINESS**

FRANCHISEE will operate its Business within the following metropolitan area: \_\_\_\_\_  
("Area").

**EXHIBIT B**

**ON-SITE MANAGER FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**  
**BUILDINGSTARS MANAGEMENT, INC.**  
*ON-SITE MANAGER PROGRAM*

**TABLE OF CONTENTS**

I.	DEFINITIONS.....	2
II.	GRANT.....	4
III.	INITIAL FRANCHISE FEE.....	4
IV.	OTHER FEES.....	5
V.	TERM .....	7
VI.	OBLIGATIONS OF BUILDINGSTARS .....	7
VII.	OBLIGATIONS OF FRANCHISEE.....	11
VIII.	PROPRIETARY MARKS .....	14
IX.	TRADE SECRETS AND CONFIDENTIAL INFORMATION .....	15
X.	NON-COMPETITION AND NON-SOLICITATION .....	15
XI.	DEFAULT AND TERMINATION .....	17
XII.	CONFIDENTIAL OPERATIONS MANUAL.....	19
XIII.	TRANSFERABILITY OF INTEREST .....	19
XIV.	INDEPENDENT CONTRACTOR/INDEMNIFICATION.....	21
XV.	DISPUTE RESOLUTION .....	22
XVI.	MISCELLANEOUS PROVISIONS.....	24
XVII.	WARRANTIES AND REPRESENTATIONS OF FRANCHISEE .....	27
XVIII.	CAVEAT .....	28
XIX.	NON-LIABILITY OF BUILDINGSTARS' AFFILIATES .....	28
XX.	LIMITATION OF LEGAL ACTIONS.....	28

**GUARANTEE AND ASSUMPTION OF OBLIGATIONS**

**EXHIBIT I      PAYMENT OF INITIAL FRANCHISE FEE AND LOCATION OF BUSINESS**

**EXHIBIT II     PROMISSORY NOTE AND GUARANTEE**

**EXHIBIT III    STATE LAW ADDENDA**

**FRANCHISE AGREEMENT**  
**BUILDINGSTARS MANAGEMENT, INC.**  
*ON-SITE MANAGER PROGRAM*

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BUILDINGSTARS MANAGEMENT, INC. (f/k/a Buildingstars/St. Louis, Inc., a Missouri corporation (hereinafter referred to as “BUILDINGSTARS”), and \_\_\_\_\_, (hereinafter referred to as “FRANCHISEE”);

WHEREAS, BUILDINGSTARS licenses others the right to operate a cleaning service business in accordance with the Marks and the System described below; and

WHEREAS, FRANCHISEE desires to participate in the use of the System in connection with the operation of a cleaning service business under the Marks; and

WHEREAS, FRANCHISEE understands that BUILDINGSTARS offers different levels of franchise programs, and that this franchise is under the “On-Site Manager Program”.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

**I. DEFINITIONS.**

For purposes of this Agreement, the following terms shall have the meaning as set forth below and the definitions constitute an integral part of this Agreement:

A. “Affiliate” means any and all entities that are or may control, be controlled by, or under common ownership with BUILDINGSTARS including but not limited to Buildingstars, Inc. (f/k/a Advantage Building Services, Inc.), Buildingstars Operations, Inc. (f/k/a Buildingstars STL Operations, Inc.), Buildingstars International, Inc., Green Sky Franchise Group, Inc., Facility Brands, Inc. and Green Sky Southwest, Inc.

B. “Business” means the cleaning business that FRANCHISEE will operate under this Agreement using the System and Marks.

C. “Customer” means any existing customers or prospective customers (of BUILDINGSTARS, its Affiliates, FRANCHISEE, or any other franchisee) with whom FRANCHISEE or its employees or agents have had direct or indirect contact or about whom FRANCHISEE or its employees or agents have learned information by virtue of: (1) communications with BUILDINGSTARS, its Affiliates or other BUILDINGSTARS franchisees; (2) the operation of the Business; or (3) the transfer or termination of this Agreement, and in addition, “Customer” shall include any affiliate, successor in interest, subsidiary, sibling company, or parent company of any such customer or prospective customer.

D. “Gross Sales” means the total money or property earned by FRANCHISEE or derived from or in connection with the operation of the Business, including all fees and other charges for every type of service performed and goods and services sold. Gross Sales will be calculated at the time the services or products from which they were derived are delivered or rendered. The term does not include applicable sales, use or service taxes and any refunds and allowances actually given to Customers.

E. “FRANCHISEE” shall be deemed to include: (a) all persons and their spouses owning any interest in FRANCHISEE if it is a corporation or a limited liability company; (b) all partners and

their spouses owning any interest in FRANCHISEE if it is a partnership; and (c) all of the individuals and their spouses owning any interest in FRANCHISEE if it is a sole proprietorship. For purposes of determining ownership in a franchise, the interests owned by a husband and wife shall be considered one interest, and both husband and wife shall be obligated hereunder, regardless of whether the interest is owned by just one spouse or both spouses.

F. “Interest” means: (a) this Agreement or the rights under this Agreement; (b) the rights in the Business; (c) an individual’s rights as an owner of the Business (including any owner’s stock, partnership interest, limited liability company, or other ownership interest); (d) any option, call, warrant, conversion rights or rights to acquire any equity or voting interest in FRANCHISEE; (e) any security interest, lien, pledge, mortgage, or other encumbrance of any of the foregoing Interest; or (f) any right to control, operate or manage the Business.

G. “Marks” means such service marks, trademarks, trade dress, trade names and any marks which may be considered confusingly similar thereto, as may presently exist, or which may be modified, changed, or acquired by BUILDINGSTARS or its Affiliates for use in connection with the operation of the Business as contemplated by this Agreement. Currently, the Marks include “Buildingstars”.

H. “Monthly Contract Revenues” means total amount due from a Customer account derived from the sale of goods or the performance of any cleaning services or cleaning related activity, less any applicable taxes imposed on the sale of goods or services.

I. “Principal Owner(s)” means the FRANCHISEE if FRANCHISEE is an individual or more than one individual, the shareholder(s) of FRANCHISEE if FRANCHISEE is a corporation, the partner(s) owning the partnership if FRANCHISEE is a partnership, or the member(s) and/or manager if the FRANCHISEE is a limited liability company.

J. “Service Provider” means any other franchisees of BUILDINGSTARS.

K. “Specialty Work” means work that is above and beyond the scope of the monthly janitorial services, such as carpet cleaning, floor refinishing, window cleaning and special projects.

L. “System” means BUILDINGSTARS’ method of operating a quality cleaning service business pursuant to this Agreement. This includes confidential operating procedures, cleaning and operational methods, methods and techniques for financial controls, accounting and reporting, personnel management, sales marketing and advertising, trade secrets and the proprietary know-how developed by BUILDINGSTARS and its Affiliates to integrate the services necessary to operate the Business any of which may be changed, improved, modified and further developed by BUILDINGSTARS from time to time.

M. “Transfer” means and includes any voluntary or involuntary, direct or indirect, assignment, sale, gift conveyance, or other disposition of an Interest including without limitation: (a) transfer of any capital stock, partnership interest, limited liability interest or other ownership Interest of FRANCHISEE or its owners; (b) merger, consolidation or issuance of additional stock or ownership interests; (c) transfer in bankruptcy or dissolution of marriage or otherwise by operation of law or by order of court; (d) transfer to a personal representative upon disability or transfer upon the death of a majority owner; (e) the grant or creation of any lien or encumbrance (f) any sale, lease, sublease, or other transfer or disposition of any of the assets used in the performance of the Business, whether now owned or hereafter acquired, except in the normal and ordinary course of business; or (g) any change of control or management of the Business.

## **II. GRANT**

A. Area. Subject to the terms and conditions of this Agreement, BUILDINGSTARS hereby grants to FRANCHISEE the nonexclusive right and license to use the System and Marks in connection with the operation of the Business under BUILDINGSTARS' "On-Site Manager Program". FRANCHISEE will operate the Business only within the metropolitan area listed in Exhibit I attached hereto ("Area"). FRANCHISEE shall not interfere with, service, or solicit Customers of BUILDINGSTARS, any of BUILDINGSTARS' Affiliates, or their franchisees, licensees, or independent contractors.

B. Rights Reserved by BUILDINGSTARS and Affiliates. BUILDINGSTARS and its Affiliates retain the right to operate and to franchise or license to third parties the right to operate businesses using the System and/or Marks anywhere, including within and outside of the Area. BUILDINGSTARS, its Affiliates and other franchisees and licensees are also permitted to operate or license others to operate businesses similar to or the same as the Business under different Marks or the System or different systems anywhere, including within and outside of the Area. BUILDINGSTARS and its Affiliates are also authorized to sell some or all of the products and services authorized for sale by the Business in any channel of distribution, including but not limited to the wholesale sales of products and/or to provide management and/or consulting services using the System and/or the Marks.

## **III. INITIAL FRANCHISE FEE**

The Initial Franchise Fee consists of two separate fees: a fixed fee ("Base Fee") and a variable fee ("MCR Fee"). The Base Fee is \$3,995. The MCR Fee is 150% of the Monthly Contract Revenue. The MCR Fee is \$3,000 (\$2,000 Monthly Contract Revenue x 150%).

If FRANCHISEE is not already a Technician Program franchisee, FRANCHISEE must pay the BUILDINGSTARS the Initial Franchise Fee in full when the Franchise Agreement is signed. If FRANCHISEE is in good standing under its Technician Program Franchise Agreement, the initial franchise fee paid under the Technician Program Franchise Agreement will be credited against the Initial Franchise Fee ("Technician Credit"). FRANCHISEE will either pay BUILDINGSTARS the balance of the Initial Franchise Fee upon execution of this Agreement or pay a portion of the Initial Franchise Fee and sign a promissory note for the balance upon execution of this Agreement.

The following outlines the calculation and payment of the Initial Franchise Fee although it does not include the Technician Credit, if any;

### **Initial Franchise Fee- Cash**

<b>Monthly Contract Revenue</b>	<b>Rate</b>	<b>MCR Fee</b>	<b>Base Fee</b>	<b>Initial Franchise Fee (lump sum)</b>
\$2,000	150%	\$3,000	\$3,995	\$6,995

### **Initial Franchise Fee - Financed**

If financed, FRANCHISEE must make a minimum down payment of \$3,995 upon the execution of this Agreement and execute a Promissory Note for the amount financed. The Promissory Note will provide for equal payments for a period of 20 months. The Promissory Note and Guarantee will contain substantially the same terms and conditions as are set forth in Exhibit II of this Agreement. Exhibit I will set forth the manner of payment of the Initial Franchise Fee.

The following chart outlines examples of the financed options of the Initial Franchise Fee.

Examples of Monthly Contract Revenue	Initial Franchise Fee (Including Finance Fees)	Minimum Down Payment	Amount Financed	Number of Months	Monthly Payment Amount
\$2,000	\$7,995	(\$3,995)	\$4,000	20	\$200

Even as a franchisee in the Technician Program, there is no assurance that an On-Site Manager Program franchise will be offered.

The Initial Franchise Fee is fully earned when paid and is non-refundable.

#### **IV. OTHER FEES.**

A. Royalty Fee. FRANCHISEE shall pay to BUILDINGSTARS, monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), a Royalty Fee equal to ten percent (10%) of Gross Sales from the Business throughout the term of this Agreement. For example, the Royalty Fee for February is payable by March 15<sup>th</sup>. BUILDINGSTARS will withhold the Royalty Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Sec. VI.D. below. No part of the Royalty Fee is refundable. Notwithstanding the foregoing, FRANCHISEE shall pay a Royalty Fee of twenty percent (20%) instead of ten percent (10%) on the Gross Sales attributable to Specialty Work.

B. Management Fee. FRANCHISEE shall pay to BUILDINGSTARS, monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), a Management Fee equal to ten percent (10%) of Gross Sales from the Business throughout the term of this Agreement. For example, the Management Fee for February is payable by March 15<sup>th</sup>. BUILDINGSTARS will withhold the Management Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Sec. VI.D. below. No part of the Management Fee is refundable.

C. Non-Performance Fee. In order to encourage full attention to Customer needs, a Non-Performance Fee will be charged if BUILDINGSTARS' standards have not been followed resulting in a Customer complaint in which BUILDINGSTARS intervenes to resolve. If BUILDINGSTARS receives a bona fide complaint from a Customer, BUILDINGSTARS will first offer FRANCHISEE an opportunity to remedy the Customer's complaint. If FRANCHISEE remedies the complaint within a twenty-four (24) hour period after BUILDINGSTARS is notified of the Customer's complaint, BUILDINGSTARS will not charge FRANCHISEE a Non-Performance Fee. However, if after the twenty-four (24) hour period the Customer's complaint is not adequately remedied, BUILDINGSTARS has the right, but not the obligation to remedy the complaint and charge FRANCHISEE a Non-Performance Fee of \$25 per hour per person needed to resolve the complaint, plus any other actual out of pocket expenses incurred. BUILDINGSTARS will withhold the Non-Performance Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE.

D. Account Sales Fee. If FRANCHISEE requests new customer accounts from BUILDINGSTARS or if FRANCHISEE is willing to accept a new customer account from BUILDINGSTARS, FRANCHISEE must pay BUILDINGSTARS an Account Sales Fee of two hundred percent (200%) of the Monthly Contract Revenue which is generated from the new customer account. The Account Sales Fee is payable in full even if FRANCHISEE loses the new customer account for any reason, however, BUILDINGSTARS will replace the lost new customer account only under the terms and conditions set forth in Section VI.J.



The Account Sales Fee is payable in cash or in the following manner:

1. FRANCHISEE may request new customer accounts in increments of \$1,000 of Monthly Contract Revenue. At such time as FRANCHISEE submits said request, FRANCHISEE shall pay BUILDINGSTARS \$100 for every \$1,000 Monthly Contract Revenue it requested. This will serve as the first monthly payment under the Promissory Note in order to finance the Account Sales Fee. The amount of the Promissory Note will be 200% of the Monthly Contract Revenue. The Promissory Note will be payable without interest in 20 equal monthly installments. For example, if FRANCHISEE requests new customer accounts which would generate \$2,000 in Monthly Contract Revenue, it would pay \$200 ( $1/20$  of  $\$2,000 \times 200\%$ ) ("Monthly Payment") and sign a Promissory Note guaranteed by the Guarantors under this Agreement which will contain substantially the same terms and conditions as set forth in Exhibit II. The second monthly payment will be due after the first full month FRANCHISEE has provided service to said new customer account. BUILDINGSTARS may withhold the monthly Promissory Note payments from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Sec. VI.D. below. A default under the Promissory Note shall also be deemed a default under this Agreement.

2. BUILDINGSTARS may, but is not required to, offer FRANCHISEE new customer accounts. If FRANCHISEE decides to accept the new customer account, which decision is solely within the FRANCHISEE'S discretion, FRANCHISEE must either pay the Account Sales Fee in cash or execute a Promissory Note guaranteed by the Guarantors under this Agreement substantially in the form set forth in Exhibit II for the amount of the Account Sales Fee. The Promissory Note is payable without interest in twenty (20) monthly installments, with the first installment due after the first full month FRANCHISEE has provided service to said new customer account. BUILDINGSTARS may withhold the monthly Promissory Note payments from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Sec. VI.D. below. A default under the Promissory Note shall also be deemed a default under this Agreement.

3. In the event that FRANCHISEE finds its own new customer account and submits the proposal to said new Customer which is accepted, FRANCHISEE is not required to pay an Account Sales Fee for said new customer account, unless BUILDINGSTARS has already been in contact with said new Customer.

E. Administration Fee. FRANCHISEE shall pay to BUILDINGSTARS monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), an Administration Fee equal to five percent (5%) of the Gross Sales from the Business throughout the term of this Agreement. BUILDINGSTARS will withhold the Administration Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Section VI.D below. No part of the Administration Fee is refundable.

F. Insurance Program Fee. If FRANCHISEE elects to participate in the insurance program developed for BUILDINGSTARS and its franchisees, FRANCHISEE shall pay to BUILDINGSTARS monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), an Insurance Program Fee. Currently the Insurance Program Fee is three and ½ percent (3.5%) of Gross Sales from the Business, but it may be increased in the future. BUILDINGSTARS will withhold the Insurance Program Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Section VI.D. below. No part of the Insurance Program Fee is refundable. BUILDINGSTARS makes this program available to qualified franchisees and will continue to do so in its sole discretion, but assumes no liability in connection therewith.

The cost of the Insurance Program Fee are subject to change. BUILDINGSTARS reserves the right to change, modify, or discontinue the Insurance Program at any time. FRANCHISEE further reserves the right to terminate FRANCHISEE'S right to remain in the Insurance Program at any time upon prior written notice to FRANCHISEE, for any reason, including, but not limited to FRANCHISEE'S failure to comply with any of the terms of this Agreement

G. Taxes. FRANCHISEE agrees to indemnify and/or reimburse BUILDINGSTARS and its Affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the conduct of the Business or the license of any of BUILDINGSTARS or its Affiliates' intangible property to FRANCHISEE (whether required to be paid by BUILDINGSTARS or its Affiliates, withheld by FRANCHISEE or otherwise). FRANCHISEE's obligation to indemnify or reimburse BUILDINGSTARS or its Affiliates for these taxes does not extend to income-type taxes which a state or local government imposes on BUILDINGSTARS or its Affiliates' income.

H. Customer Development Fee. If during the term of this Agreement and within one year after termination, expiration or transfer of this Agreement, FRANCHISEE or any employee or affiliate of FRANCHISEE shall perform for any Customer services similar to those to be performed under this Agreement but performed outside of this Agreement, FRANCHISEE shall pay to BUILDINGSTARS a fee equal to 3 times the monthly amount agreed to be paid to FRANCHISEE, its employee or affiliate of FRANCHISEE, for such services.

## **V. TERM**

The term of this Agreement shall be for a period of three (3) years from the date of final execution, unless sooner terminated in accordance with this Agreement. If FRANCHISEE is in full compliance with the terms of this Agreement, FRANCHISEE shall have the right to renew for three (3) additional terms of three (3) years each, provided that FRANCHISEE is not in default under this Agreement at the time of each renewal, FRANCHISEE executes the most current franchise agreement being utilized by BUILDINGSTARS and FRANCHISEE pays BUILDINGSTARS a renewal fee of \$1,000. Notwithstanding the foregoing, BUILDINGSTARS may, in its discretion, refuse to renew the Franchise if FRANCHISEE has been notified of defaults (even if subsequently cured) under the Franchise Agreement more than two (2) times during the initial term or more than three (3) times during any renewal term, even if FRANCHISEE is not in default at the time of such renewal. The then current franchise agreement may contain significantly different terms than this Agreement. On renewal, BUILDINGSTARS is under no obligation to provide FRANCHISEE with any new customer accounts. FRANCHISEE agrees to give BUILDINGSTARS not less than one hundred twenty (120) days written notice of its desire to renew the franchise, prior to the end of the initial term or the renewal term. In the event that BUILDINGSTARS elects not to renew, BUILDINGSTARS shall give FRANCHISEE written notice within ninety (90) days prior to the expiration of this Agreement.

Notwithstanding anything herein to the contrary, in the event that a new franchise agreement is not executed by both parties at the expiration of this Agreement or any renewal term and BUILDINGSTARS has not given FRANCHISEE notice of its intent not to renew, this Agreement shall continue in accordance with its terms on a month-to-month basis with either party having the right to terminate on thirty (30) days prior written notice to the other party.

## **VI. OBLIGATIONS OF BUILDINGSTARS**

A. Initial Training. BUILDINGSTARS will provide an initial training program for the operation of the Business using the System and Marks for one of the Principal Owners and one other

person. The initial training program is furnished after this Agreement is executed and prior to the opening of the Business and will be furnished at such time and place as BUILDINGSTARS may designate. FRANCHISEE shall pay all transportation, lodging, meals and other expenses incurred by it and its employees in attending this program. If FRANCHISEE'S Principal Owners do not satisfactorily complete the training program, BUILDINGSTARS shall have the right to terminate this Agreement. Satisfactory completion of the training program is, however, no assurance of the success of the Business.

B. Refresher Training. BUILDINGSTARS may provide additional or refresher training programs from time to time at a place and time as may be designated by BUILDINGSTARS. FRANCHISEE shall pay all transportation, lodging, meals and other expenses incurred by it and its employees in attending such programs and BUILDINGSTARS shall have the right to charge a reasonable fee for such refresher training programs.

C. Continuing Advisory Assistance. BUILDINGSTARS will make available such continuing advisory assistance in the operation of the franchise, rendered in such manner and available from time to time, as BUILDINGSTARS may deem appropriate. BUILDINGSTARS reserves the right to charge a reasonable fee for such assistance as well as to be compensated for any travel expenses including but not limited to transportation, lodging, meals and other expenses BUILDINGSTARS' employees incur providing such Advisory Assistance.

D. Management Services BUILDINGSTARS will provide FRANCHISEE with billing and collection services on its behalf. However, BUILDINGSTARS is not responsible if the Customer fails to pay nor is BUILDINGSTARS required to commence any further action other than as set forth herein if they do not pay. FRANCHISEE is responsible for any and all collection activities if a Customer is delinquent in payment.

a. Authorization to BUILDINGSTARS. FRANCHISEE hereby authorizes BUILDINGSTARS to bill each Customer on a scheduled basis, accept payments from Customer accounts, collect accounts receivable, and maintain revenue records. BUILDINGSTARS will provide Customer imprinted invoices, envelopes and postage. In addition, BUILDINGSTARS will provide ongoing phone contact and reminder notices, both mailed and faxed to delinquent Customers on a monthly basis. Once a month BUILDINGSTARS will provide FRANCHISEE a Monthly Revenue Statement. FRANCHISEE hereby authorizes BUILDINGSTARS to collect cash and other forms of payment from accounts to which FRANCHISEE has rendered services or products, endorse FRANCHISEE'S name on and deposit checks, sign its name on liens, and take any other action necessary to carry out the terms of this Agreement.

FRANCHISEE further authorizes BUILDINGSTARS to deduct from payments BUILDINGSTARS collects from the Customers the fees described in Sections III and IV of this Agreement and any other amounts due to BUILDINGSTARS, any authorized insurance payments, and any out-of-pocket costs (including but not limited to attorney's fees and court costs) incurred by BUILDINGSTARS in enforcing payment of accounts by Customers, FRANCHISEE or FRANCHISEE'S guarantors. BUILDINGSTARS will collect all payments actually received and disburse the amount due to FRANCHISEE in accordance with the procedures set forth in the Confidential Operations Manual.

b. Collections. FRANCHISEE must pay for all reasonable attorneys' fees, court costs, expenses, and out-of-pocket costs incurred to enforce collection from Customers. If a Customer is delinquent in payment, FRANCHISEE is responsible for any and all collection activities. BUILDINGSTARS is not obligated to hire attorneys, commence litigation, or do any acts (other than to send scheduled statements) in order to enforce payment of accounts by Customers. The only collection activities BUILDINGSTARS is required to provide are ongoing phone contact and reminder notices both

mailed and faxed to delinquent Customers on a monthly basis for such time as BUILDINGSTARS deems appropriate.

c. Application of Payments. FRANCHISEE agrees to immediately deliver to BUILDINGSTARS any and all money collected from its Customers.

d. Taxes. FRANCHISEE is and will continue to be responsible for complying with all local, state and federal tax requirements including but not limited to income tax, sales tax, use tax or any other tax required along with the proper reporting requirements.

E. Offering Period for Initial Customer Accounts. BUILDINGSTARS shall offer FRANCHISEE initial customer accounts totaling at least Two Thousand Dollars (\$2,000). The period of time in which BUILDINGSTARS will offer FRANCHISEE the initial customer accounts is called the “Initial Customer Accounts Offering Period” or “ICA Offering Period” and it begins with the start of operations as described in Section VII.A. The ICA Offering Period will be ninety (90) days for the first \$1,000 in Monthly Contract Revenue and an additional 30 day period for each additional \$1,000 in Monthly Contract Revenue.

FRANCHISEE will then follow the procedure set forth in the Confidential Operations Manual for accepting or rejecting said customer accounts. Once BUILDINGSTARS has offered FRANCHISEE customer accounts in the total amount requested by FRANCHISEE which corresponds to the Initial Franchise Fee paid by FRANCHISEE, regardless of whether the FRANCHISEE accepts these accounts, BUILDINGSTARS’ obligations to provide customer accounts as provided for under Sections III and VI.E. shall be deemed satisfied.

Notwithstanding anything herein to the contrary, if FRANCHISEE is converting its franchise from a Technician Program franchise, any customer account which FRANCHISEE continues to service from the Technician Program will be applied to fulfill the Monthly Contract Revenue which FRANCHISEE has chosen.

F. New Customer Accounts. BUILDINGSTARS may offer new customer accounts or increase the existing customer accounts to FRANCHISEE if FRANCHISEE is in full compliance with the terms of this Agreement. FRANCHISEE acknowledges that BUILDINGSTARS has no obligation to offer new customer accounts or increase an existing customer account. If BUILDINGSTARS offers FRANCHISEE a new customer account, FRANCHISEE must follow the procedures set forth in the Confidential Operations Manual for rejecting or accepting the customer account and pay an Account Sales Fee as set forth herein. FRANCHISEE is under no obligation to accept any customer account.

FRANCHISEE may request new customer accounts and pay the Account Sales Fee which is described in Section IV.C above. BUILDINGSTARS will use its best efforts to provide the new customer accounts within ninety (90) days of the submission of the request and payment by FRANCHISEE as provided above and BUILDINGSTARS will have additional thirty (30) day periods after the initial ninety (90) days to provide the new customer accounts for each additional \$1,000 of new customer accounts (“New Customer Accounts Offering Period” or “NCA Offering Period”).

For Example:

Monthly Contract Revenue	NCA Offering Period (begins at the submission of Request for New Customer Accounts)
\$1,000	90 days
\$2,000	120 days
\$3,000	150 days
\$4,000	180 days

For all new customer accounts, FRANCHISEE has a thirty (30) day trial period. Within said thirty (30) day period, if FRANCHISEE does not want to accept the new customer account, FRANCHISEE must do the following: (i) give BUILDINGSTARS notice in writing of its intent to cancel the account no later than the 30<sup>th</sup> day after FRANCHISEE begins servicing the new customer account; and (ii) continue to service the new customer account until it can be transferred to another franchisee to the satisfaction of BUILDINGSTARS and new customer. Upon the successful transfer of the new customer account to another franchisee, BUILDINGSTARS will credit FRANCHISEE'S next Monthly Revenue Statement in the amount of the Account Sales Fee which FRANCHISEE has paid for said new customer account and BUILDINGSTARS will cancel the Promissory Note for said Account Sales Fee.

Notwithstanding anything herein to the contrary, FRANCHISEE does not have the right to cease servicing a new customer account if any of the following conditions exist: (i) FRANCHISEE is not in full compliance with the terms of this Franchise Agreement; (ii) FRANCHISEE has not properly serviced (in a professional, timely and efficient manner) said new customer account; or (iii) BUILDINGSTARS has received any reports of missed cleanings, theft, low quality service or a request of a change in franchisee from the new customer.

G. Inspections of Customer Premises. BUILDINGSTARS may make periodic quality control and customer relations visits to each customer account location of FRANCHISEE.

H. Discontinue Right to Customer Account. BUILDINGSTARS retains the right to discontinue allowing FRANCHISEE to service a Customer Account at any time if BUILDINGSTARS, in its sole discretion, determines that FRANCHISEE is not adequately servicing the customer account. Factors which BUILDINGSTARS considers include, but are not limited to the following: Customer complaints, unresponsiveness to Customer or BUILDINGSTARS, allegations by Customer of theft or breakage, lateness or failure to complete the job in a professional manner. In such event, BUILDINGSTARS does not have any obligation to replace said Customer Account with another.

I. Right to Audit. BUILDINGSTARS may, from time to time, cause one or more complete audits to be made of the affairs and records relating to the operations of the Business. Upon request by BUILDINGSTARS, FRANCHISEE shall make such books, records and information available to BUILDINGSTARS or its designated representative at all reasonable times for review and audit by BUILDINGSTARS at FRANCHISEE'S place of business. If it is found that FRANCHISEE under-reported Gross Sales, FRANCHISEE will reimburse BUILDINGSTARS for the amount of the Royalty Fees, Account Sales Fees, Administration Fees, Insurance Program Fees and Management Fees charges that would have been billed had billings been reported accurately, plus interest on those amounts at the rate of the lesser of one and one-half percent (1-1/2%) per month or the maximum legal rate in the jurisdiction where the Business is located. In addition, in the event that an audit by BUILDINGSTARS results in a determination that any or all of the Royalty Fees, Account Sales Fees, Administration Fees, Insurance Program Fees and Management Fees paid to BUILDINGSTARS are deficient (underpaid) by more than two percent (2%), the FRANCHISEE shall promptly pay to BUILDINGSTARS any amounts shown to be due and all costs and expenses incurred by BUILDINGSTARS in conducting the subsequent

audit to determine that the FRANCHISEE is reporting correctly (not the audit which disclosed the original deficiency), including salaries of the BUILDINGSTARS' representatives, travel costs, room and board and audit fees. Nothing contained herein shall constitute an agreement by BUILDINGSTARS to accept any payments after the same are due or commitment by BUILDINGSTARS to extend credit to or otherwise finance the FRANCHISEE'S operation of the Business. The obligations of this provision survive termination or expiration of the Agreement.

J. Replacement of Customer Accounts. So long as FRANCHISEE is in compliance with the Franchise Agreement, BUILDINGSTARS will replace any initial customer account or new customer account upon the occurrence of any of the following events, if any such event occurs within the first six (6) months from the date FRANCHISEE began servicing the lost Customer:

1. The Customer ceases to do business or is insolvent or bankrupt; or
2. The Customer moves outside of the Territory.

In such event, BUILDINGSTARS will offer FRANCHISEE a new customer account or increase an existing customer account with Monthly Contract Revenue of at least an equal dollar amount to the lost account's Monthly Contract Revenue. FRANCHISEE will not be entitled to any refund or reduction in Account Sales Fees already paid. In addition, FRANCHISEE will be required to continue to pay on the outstanding Account Sales Fee due in accordance with the Promissory Note.

K. Customer Accounts and Billing and Collection Services. BUILDINGSTARS has subcontracted with its Affiliate, Buildingstars Operations, Inc., to provide services relating to Customer Accounts which include billing and collection as set forth herein to FRANCHISEE on behalf of BUILDINGSTARS. BUILDINGSTARS reserves the right to modify, extend or discontinue said subcontract relationship at any time.

## **VII. OBLIGATIONS OF FRANCHISEE**

A. Business Opening. FRANCHISEE must begin operations of the Business within forty-five (45) days after the Principal Owner successfully completes the Initial Training Program. The FRANCHISEE is deemed to have begun operations of the Business when:

1. The Principal Owners of FRANCHISEE have successfully completed the Initial Training Program;
2. FRANCHISEE has all necessary licenses and permits;
3. FRANCHISEE has provided proof of insurance coverage as required herein;
4. FRANCHISEE has all necessary and required materials and supplies for the proper operation of the Business; and
5. FRANCHISEE is in full compliance with this Agreement.

B. Use of Marks and System. FRANCHISEE agrees not to adopt the name "Buildingstars" as part of its corporate name with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by BUILDINGSTARS to FRANCHISEE). FRANCHISEE agrees, during the term of this agreement, to operate, advertise and promote the Business under the name "Buildingstars" without prefix or suffix and to adopt and use the Marks and System licensed hereunder solely in the

manner prescribed by BUILDINGSTARS. FRANCHISEE must file an assumed or fictitious name filing where required by applicable law and always use the words d/b/a after FRANCHISEE'S legal name.

C. Standards of Operation.

1. FRANCHISEE agrees to comply with BUILDINGSTARS' written policies, practices, procedures, regulations and standards, whether set forth in the Confidential Operations Manual or in other materials supplied to FRANCHISEE by BUILDINGSTARS which may be changed or modified from time to time.

2. FRANCHISEE shall use all equipment, products and supplies in the operation of the Business that meet BUILDINGSTARS' standards and specifications as set forth in the Confidential Operations Manual.

3. FRANCHISEE shall continuously and prominently display the Marks in connection with the Business, and will not take or fail to take any action, the result of which might detract from the public image of BUILDINGSTARS, the Business, the System or the Marks. FRANCHISEE shall not display or permit to be displayed at the Business any business name or service not authorized hereunder.

4. FRANCHISEE shall at all times maintain minimum levels of inventory and supplies in the amount and type as may be directed by BUILDINGSTARS from time to time or as may be specified in the Confidential Operations Manual.

5. All of FRANCHISEE'S business dealings will be governed by the highest professional standards of honesty, integrity, fair dealing and ethical conduct. FRANCHISEE will do nothing that would tend to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of BUILDINGSTARS, its other franchisees and its Affiliates. FRANCHISEE shall pay when due all of its own obligations including but not limited to taxes whatsoever incurred with the purchase and operation of the Business.

6. FRANCHISEE shall at all times faithfully, honestly and diligently perform the obligations hereunder, use its best efforts to promote and enhance the Business, and shall not engage in any business or other activity that will conflict with the FRANCHISEE'S obligations hereunder. FRANCHISEE or its Principal Owners agree to participate personally in the direct operation of the Business on a full time basis.

7. FRANCHISEE agrees to and shall take all steps as are necessary to ensure that its employees treat all Customers fairly and provide services hereunder in an honest, ethical, and nondiscriminatory manner. Further, FRANCHISEE shall not withhold any material information from its Customers or attempt to sell any service to them that FRANCHISEE believes, in its good faith estimation, is not needed.

8. FRANCHISEE shall not advertise in a deceptive, misleading, or unethical manner; shall only make those promises, representations, and guarantees to Customers, and others at the Business authorized by BUILDINGSTARS; preserve good Customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as BUILDINGSTARS may establish from time to time in the Confidential Operations Manual.

9. FRANCHISEE recognizes that it is not permitted to use the System or Marks in connection with the sale of any products or services other than the cleaning business. If a Customer requests that FRANCHISEE render any services or sell any products that are not of the type that is

normally rendered in connection with the System, FRANCHISEE must first notify BUILDINGSTARS and obtain approval from BUILDINGSTARS. BUILDINGSTARS will not unreasonably object to FRANCHISEE'S request provided that the services do not interfere with the services that FRANCHISEE renders in connection with the franchise, the services and products are in no way associated with the Marks and System, FRANCHISEE is capable of providing the products and services in a good and workmanlike manner, and the Customer is fully apprised that the services or products are not being rendered in connection with the franchise. BUILDINGSTARS retains the right to object to any future requests and the failure to object to any request shall not prohibit BUILDINGSTARS from objecting to any future requests.

10. In the event that FRANCHISEE wishes to advertise its Business, FRANCHISEE must submit all of its own advertising and sale promotion materials (including Internet advertising) to BUILDINGSTARS for prior consent. If BUILDINGSTARS does not consent to the advertising within 20 days after receipt of the advertising, said advertising is deemed acceptable. FRANCHISEE shall not advertise or use in advertising or other form of promotion, the Marks without the appropriate copyright, trademark, and service mark registration symbols for those marks which are registered and without BUILDINGSTARS' consent.

D. Licensure; Compliance with Laws At all times FRANCHISEE shall comply with all federal, state, municipal, and local laws, rules, regulations, ordinances, and codes applicable and related to this Agreement, the Business, and all aspects of the conduct of the Business including but not limited to the Americans with Disabilities Act ("ADA") and OSHA in all respects, and nothing contained herein or in the Confidential Operations Manual shall be construed as or implied as imposing any obligation on BUILDINGSTARS or its Affiliates in relation to the ADA or OSHA. FRANCHISEE shall obtain all licenses and permits required by any applicable federal, state, municipal, and local law, rule, regulation ordinance and code. FRANCHISEE shall make timely filings of all tax returns and shall pay when due all taxes levied or assessed on, and related to this Agreement and the Business. At no time is BUILDINGSTARS required to inform FRANCHISEE of any federal, state, municipal, or local law, rule, regulation, ordinance code, or tax.

E. Insurance FRANCHISEE must purchase and continuously maintain during the term of this Agreement at a minimum, the insurance coverages that BUILDINGSTARS requires and must furnish to BUILDINGSTARS evidence of such insurance as BUILDINGSTARS shall reasonably request, together with information concerning claims and losses under such insurance. All policies of insurance required to be provided and maintained by FRANCHISEE by this Agreement must name BUILDINGSTARS, and its designated Affiliates and their successors and assigns as additional insureds (without obligation to pay the premium or any deductible amounts, all of which will be paid by FRANCHISEE), and must be carried with such responsible insurance companies and be in such form as is reasonably satisfactory to BUILDINGSTARS. BUILDINGSTARS has the right to require FRANCHISEE to increase the types and amounts of insurance coverage as BUILDINGSTARS may, in its sole discretion, reasonably require. Note that the insurance required by BUILDINGSTARS is the minimum insurance requirements and FRANCHISEE should consult with its own insurance agent to determine if the kinds and amounts of coverage are adequate to protect FRANCHISEE'S interests. BUILDINGSTARS makes no representation, express or implied, that the policies and amounts are sufficient for FRANCHISEE'S needs. BUILDINGSTARS may, in its sole option and from time to time, make insurance coverage available to FRANCHISEE. If FRANCHISEE is eligible and wishes to participate in such insurance coverage, FRANCHISEE will be required to pay an Insurance Program Fee that is described in Section IV.F above.

If FRANCHISEE fails to obtain or maintain adequate insurance, BUILDINGSTARS may, in its sole discretion, obtain insurance for FRANCHISEE in FRANCHISEE'S name and FRANCHISEE shall



reimburse BUILDINGSTARS for the costs of obtaining said insurance. In addition, BUILDINGSTARS may charge FRANCHISEE \$100 for the first day and \$25 a day for each additional day FRANCHISEE does not have at least the minimum amount of insurance BUILDINGSTARS requires. Regardless of the insurance amounts BUILDINGSTARS requires, it shall be the responsibility of FRANCHISEE to maintain adequate insurance coverage at all times during the term of and after the expiration of this Agreement. Failure of FRANCHISEE to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement.

F. Cooperation for Financial Performance Representations. FRANCHISEE shall maintain its books and records in accordance with generally accepted accounting principles, consistently applied. If BUILDINGSTARS at any time desires to utilize a financial performance representation or similar document in connection with the sale of franchises, FRANCHISEE agrees to provide BUILDINGSTARS, at no cost, with such reasonable information as BUILDINGSTARS requires from FRANCHISEE in order to properly prepare such documents, and shall permit BUILDINGSTARS to utilize such information as it deems necessary.

G. Innovations. All ideas, concepts, techniques or materials concerning the Business, whether or not protectable intellectual property and whether created by FRANCHISEE or its owners or employees, must be promptly disclosed to BUILDINGSTARS and will be deemed to be BUILDINGSTARS' sole and exclusive property, part of the System, and works made-for-hire for BUILDINGSTARS. To the extent any item does not qualify as a "work made-for-hire" for BUILDINGSTARS, FRANCHISEE must assign ownership of that item and all related rights to that item, to BUILDINGSTARS and must take whatever action (including signing assignments or other documents) BUILDINGSTARS requests to show BUILDINGSTARS' ownership or help BUILDINGSTARS obtain intellectual property rights in the item. However, if this provision is found to be invalid or unenforceable, FRANCHISEE grants to BUILDINGSTARS a worldwide, perpetual, non-exclusive and fully paid license to use and sublicense the use of the ideas, concepts, techniques or materials.

H. Financial Records and Reports. FRANCHISEE agrees to furnish to BUILDINGSTARS financial reports as shall be requested by BUILDINGSTARS from time to time pursuant to or in connection with this Agreement or as specified in the Confidential Operations Manual. FRANCHISEE shall establish a business checking account and will continue to maintain a business checking account throughout the term of this Agreement.

## **VIII. PROPRIETARY MARKS**

A. Right to Use Marks. FRANCHISEE acknowledges that "Buildingstars" is a valid service and/or trademark, which is licensed to BUILDINGSTARS. FRANCHISEE recognizes that valuable goodwill is attached to the Marks, and that it will use the same only in the manner and to the extent specifically licensed by this Agreement. Any goodwill arising out of FRANCHISEE'S use of the Marks inures to the benefit of BUILDINGSTARS and BUILDINGSTARS' Affiliates. FRANCHISEE further acknowledges that the right to use said Marks and the grant contained in this Agreement is nonexclusive, and that BUILDINGSTARS and/or its Affiliates, in their sole discretion, have the right themselves to operate businesses under said Marks on any terms and conditions BUILDINGSTARS deems fit. Any unauthorized use of the Marks by the FRANCHISEE in any medium whatsoever is a breach of this Agreement and an infringement of the rights of BUILDINGSTARS. FRANCHISEE agrees that the unauthorized use of BUILDINGSTARS' Marks will constitute irreparable harm to BUILDINGSTARS, and FRANCHISEE expressly waives any requirement that BUILDINGSTARS post security in order to obtain injunctive relief in connection with such use. All provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, and commercial symbols hereafter authorized for use by and licensed to the FRANCHISEE.

B. Contest of Marks. FRANCHISEE will not directly or indirectly contest or aid in contesting the validity or ownership of the Marks, trade secrets, methods, procedures and advertising techniques which are part of the System, or contest BUILDINGSTARS' and BUILDINGSTARS' Affiliates' right to register, use or license others to use such names and Marks, trade secrets, methods, procedures and techniques. FRANCHISEE will not at any time (whether during the term of this Agreement or after expiration or termination thereof) directly or indirectly commit an act of infringement. FRANCHISEE agrees to promptly notify BUILDINGSTARS of any claim, demand, or suit based upon or arising from any attempt by anyone else to use the Marks, or any colorable variation thereof. BUILDINGSTARS or BUILDINGSTARS' Affiliates shall have the sole discretion to determine if they will defend the use of the Marks, and they are not obligated to defend the Marks. BUILDINGSTARS or BUILDINGSTARS' Affiliates have the right to control any administrative proceeding or litigation involving the Marks. FRANCHISEE shall execute any and all instruments and documents, render assistance, and do such acts as may, in the opinion of BUILDINGSTARS' counsel, be necessary or advisable to protect the interests of BUILDINGSTARS or its Affiliates in any such litigation, or proceedings, or to otherwise protect and maintain the interest of BUILDINGSTARS or its Affiliates in the Marks.

C. Change of Marks. BUILDINGSTARS shall have the right to change the Marks to be used by FRANCHISEE at any time and for any reason it deems appropriate. FRANCHISEE shall pay the costs associated with such change and shall make such necessary changes promptly.

## **IX. TRADE SECRETS AND CONFIDENTIAL INFORMATION**

FRANCHISEE shall not, during the term of this Agreement, or after the Transfer, termination or expiration, communicate or divulge to anyone, any information or knowledge concerning the products, services, standards, procedures, techniques, sales information, profit margins, marketing procedures, expansion plans, Customers, rates, fees and terms, databases, or such other information that gives BUILDINGSTARS' Affiliate, BUILDINGSTARS and FRANCHISEE a competitive advantage over those who do not know it, and other information or material which BUILDINGSTARS may designate as confidential, nor shall FRANCHISEE disclose or divulge in whole or in part any trade secrets or operating procedures of BUILDINGSTARS or its Affiliates, Customer lists, Customer contracts, sales and promotional information, employee lists, supplier and vendor information, information regarding real property management companies or commercial real estate owners affiliated with or related to any Customer, customer account, or any commercial real estate for which BUILDINGSTARS, its Affiliates, FRANCHISEE or any other franchisee has provided commercial cleaning services; pricing information; financial information furnished or disclosed to FRANCHISEE by BUILDINGSTARS or its Affiliates and any other information with respect to BUILDINGSTARS, unless such information is generally known and in the public domain, and except to the extent necessary to operate the Business (“**Confidential Information**”). FRANCHISEE will exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all trade secrets and proprietary rights during and after the term of this Agreement and will endeavor to insure that its employees will also comply.

## **X. NON-COMPETITION AND NON-SOLICITATION**

A. Non-Competition. During the term of this Agreement and for a period of two (2) years after the expiration, Transfer or termination of this Agreement for any reason, FRANCHISEE will not directly or indirectly, by itself or through corporations, partnerships, trusts, associations, joint ventures, limited liability companies, or other entities or otherwise perform any services for, engage in or acquire, be an employee of, have any financial interest in, loan money to, or have any interest based on profits or revenues of, any cleaning service business or janitorial business within the Area or within any 10 mile

area where BUILDINGSTARS or any Affiliate, franchisee or licensee of BUILDINGSTARS is operating.

B. Non-Solicitation.

1. FRANCHISEE agrees that during the term of this Agreement and for one (1) year after the Transfer, expiration or termination for any reason of this Agreement or the entry of a final order of a court of competent jurisdiction enforcing this covenant, whichever is later, FRANCHISEE and any of its relatives, or associates, shall not, directly or indirectly, for FRANCHISEE or for any other person or entity (except BUILDINGSTARS):

a. Provide or attempt to provide (or others of the opportunity to provide), directly or indirectly, any Services to any Customer for which FRANCHISEE has rendered services under this Agreement or to which FRANCHISEE has been introduced by or about which FRANCHISEE has received information by being a Buildingstars franchisee.

b. In the event that there is a breach of this provision, Franchisee shall pay BUILDINGSTARS a fee equal to 3 times the monthly amount agreed to be paid by the Customer for the Services.

2. FRANCHISEE agrees that during the term of this Agreement and for one (1) year after the Transfer, expiration or termination for any reason of this Agreement or the entry of a final order of a court of competent jurisdiction enforcing this covenant, whichever is later, FRANCHISEE and any of its relatives, or associates, shall not, directly or indirectly, for FRANCHISEE or for any other person or entity (except BUILDINGSTARS):

a. Contact, solicit, attempt to contact or solicit, or participate or aid with the contact or solicitation of or provide or attempt to provide (or advise others of the opportunity to provide directly or indirectly any cleaning or janitorial services to any Customer for any reason other than providing services pursuant to this Agreement, including but not limited to notifying any Customer of FRANCHISEE'S new affiliation or employment;

b. Contact or solicit, attempt to contact or solicit, or participate or aid in the contact or solicitation of, any Service Provider for the purpose of inducing or encouraging him, her or it to terminate or materially alter their employment, engagement, franchise relationship or other business relationship with BUILDINGSTARS, any Affiliate, or other franchisee;

c. Do or take any action to circumvent or otherwise attempt to take away or interfere with or jeopardize the business relationship between the Customer and BUILDINGSTARS. FRANCHISEE acknowledges and agrees any interference with the Customer's business or the relationship between BUILDINGSTARS and Customers is in direct violation of this provision.

C. Reasonableness of Restrictions. BUILDINGSTARS intends to restrict the activities of the FRANCHISEE under Sections IX and X of this Agreement only to the extent necessary for the protection of BUILDINGSTARS' legitimate business interests. For the sake of clarity, nothing herein is to restrict FRANCHISEE from providing janitorial/cleaning services to any entity or person that is not a Customer; provided however, that the foregoing shall not alter FRANCHISEE's obligations, including but not limited to Section IX above, under this Agreement. The foregoing covenants shall be construed as severable and independent and shall be interpreted and applied consistent with the requirements of reasonableness and equity. In the event a court of competent jurisdiction shall determine the business, time, or geographic limitations contained in this Agreement are illegal, invalid or unenforceable, then, the

court so holding shall reduce the limitation necessary to render such restriction enforceable by such court. BUILDINGSTARS shall have the right to reduce the scope of any covenant contained in Sections IX and X, without FRANCHISEE'S consent, effective immediately upon receipt by FRANCHISEE of written notice thereof; and FRANCHISEE shall comply with any covenant as so modified. In addition to any other remedies available at law or equity, BUILDINGSTARS shall have the right to injunctive relief for a violation or threatened violation of the foregoing. FRANCHISEE acknowledges that the restrictions imposed in this Section are reasonable and their enforcement will not cause an undue burden upon FRANCHISEE'S ability to earn a livelihood.

The terms of this Section X are assignable by BUILDINGSTARS and shall inure to the benefit of BUILDINGSTARS, as well as its successors and assigns. In the event of any assignment, sale, merger or change in ownership or structure of BUILDINGSTARS, the resulting entity shall step into the place of BUILDINGSTARS, without any additional consent of or notice to FRANCHISEE, as if the term BUILDINGSTARS were defined in this Agreement to include such entity.

## **XI. DEFAULT AND TERMINATION**

### **A. Termination by BUILDINGSTARS.**

1. 30 Day Opportunity to Cure BUILDINGSTARS may at its option, and without prejudice to any other rights or remedies provided for in this Agreement or at law or in equity, terminate this Agreement for "good cause". (Provided that state law permits BUILDINGSTARS to terminate earlier if the "good cause" constitutes a default which is not curable). Without limitation as to other situations, good cause for termination also exists if FRANCHISEE or any guarantor of this Agreement:

(1) Does not perform any and all of the lawful terms, conditions, and obligations of this Agreement, or the Confidential Operations Manual; or

(2) Commits any other act which constitutes good cause under applicable state law or court decisions; or

(3) Engages in any illegal, fraudulent, unfair or deceptive business practice, which, in the opinion of BUILDINGSTARS, adversely affects the operation, maintenance, or goodwill of the franchise; or

(4) Fails to operate the Business for a period of three (3) consecutive days without justifiable cause; or

(5) Diverts or collects any fees from Customers in violation of Section VI.D., above which provide that customer billings and collections are to be done by BUILDINGSTARS; or

(6) Fails to properly service Customers in accordance with BUILDINGSTARS' standards and within the spirit and intent of this Agreement. (By way of illustration and not limitation, a failure to properly service Customers will occur if at least three customer complaints are made regarding the services rendered by the Business within any consecutive ninety day period because of dissatisfaction with services provided by the Business.)

Subject to applicable law and except as otherwise provided in this Agreement, BUILDINGSTARS will give the FRANCHISEE at least ninety (90) days prior written notice of termination, [unless a longer period of time is required or shorter period of time is permitted by applicable state law]. The notice shall state the reason(s) for termination and shall provide that the FRANCHISEE has

thirty (30) days from the date of said notice to correct any claimed deficiency. If the deficiency is corrected within thirty (30) days, the notice shall be void. If the deficiency is not corrected within said thirty (30) day period, BUILDINGSTARS may terminate this Agreement after ninety (90) days from the date of original default notice.

2. 10 Day Opportunity to Cure BUILDINGSTARS may also terminate this Agreement for nonpayment of sums due to BUILDINGSTARS or BUILDINGSTARS' Affiliates or suppliers; or failure of FRANCHISEE to open the Business in accordance with the time periods specified in this Agreement. If termination is based on the foregoing, the FRANCHISEE shall be entitled to written notice of default, but BUILDINGSTARS shall [if permitted by applicable law] only be required to grant FRANCHISEE ten (10) days to remedy such default. If the deficiency is not corrected within said ten (10) day period, BUILDINGSTARS may terminate this Agreement after ninety (90) days from the original default notice.

3. Without Opportunity to Cure. Notwithstanding anything contained herein to the contrary, if state law permits, BUILDINGSTARS shall be permitted to terminate the franchise immediately upon notice when the basis or grounds for cancellation is: (a) FRANCHISEE or its owners are convicted of a felony or any other criminal misconduct which materially and adversely affects the operation, maintenance, reputation, or goodwill of the franchise; (b) fraudulent activity which materially and adversely affects the operation, maintenance, reputation, or goodwill of the franchise; (c) abandonment of the franchise; (d) bankruptcy or insolvency of the FRANCHISEE; (e) the giving of more than two (2) no account or insufficient funds checks within a twelve-month period; or (f) any other act or omission which permits termination without notice and/or an opportunity to cure under applicable state law.

B. Termination by FRANCHISEE. FRANCHISEE must notify BUILDINGSTARS in writing of any failure of BUILDINGSTARS to perform any of BUILDINGSTARS' obligations pursuant to this Agreement. FRANCHISEE may terminate this Agreement if BUILDINGSTARS shall materially default in performance of any terms and conditions in this Agreement, after giving BUILDINGSTARS written notice within thirty (30) days thereof, and if the default has not been corrected within sixty (60) days thereafter.

C. Consequences of Termination. Upon termination or expiration of this Agreement, for any reason whatsoever, all of FRANCHISEE'S rights hereunder shall terminate. FRANCHISEE shall immediately thereafter discontinue use of all Marks, signs, colors, structures, printed goods and forms of advertising indicative of BUILDINGSTARS' business and return any copyrighted materials which have been provided to FRANCHISEE by BUILDINGSTARS, and if BUILDINGSTARS requests, shall assign its telephone numbers to BUILDINGSTARS and execute any and all documents necessary to do so. Further, FRANCHISEE shall pay all amounts due to BUILDINGSTARS, BUILDINGSTARS' Affiliates, and suppliers. Further, FRANCHISEE agrees to return any and all materials which contain Confidential Information in whatever form, including but not limited to the Confidential Operation Manual, to BUILDINGSTARS immediately. FRANCHISEE'S obligations regarding Trade Secrets and Confidential Information and Non-Solicitation and Non-Competition shall remain in full force and effect in accordance with their terms, notwithstanding such termination.

FRANCHISEE will immediately cease providing services to all Customers and forfeit all rights it has to the customer accounts. Upon request of BUILDINGSTARS, FRANCHISEE will assign to BUILDINGSTARS any or all of FRANCHISEE'S Customer contracts and BUILDINGSTARS will have the right to either service the accounts or assign the servicing of the accounts to others. At no such time will FRANCHISEE terminate a written contract until proper notice has been given to BUILDINGSTARS prior to termination.

## **XII. CONFIDENTIAL OPERATIONS MANUAL**

BUILDINGSTARS shall loan FRANCHISEE for the duration of this Agreement and any renewal one (1) copy of the Confidential Operations Manual (or the “Manual”), which may cover such items as general business methods, merchandising, financial reporting requirements, confidentiality agreements, plans and specification requirements, approved suppliers, etc. The Manual will constitute a confidential trade secret of BUILDINGSTARS and shall remain the property of BUILDINGSTARS. The Manual cannot be photocopied, reproduced, or disseminated without BUILDINGSTARS’ written consent. FRANCHISEE shall at all times insure that its copy of the Manual is kept current and up-to-date; and, in the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by BUILDINGSTARS shall be controlling. Upon termination or expiration of this Agreement, FRANCHISEE shall return the copy of the Manual to BUILDINGSTARS. FRANCHISEE agrees that it shall strictly comply with all of the mandatory requirements in the Manual and such compliance is an essential part of its obligations under this Agreement. FRANCHISEE shall at all times be responsible for ensuring that its employees and all other persons under its control comply with the mandatory portions of the Manual in all respects.

FRANCHISEE understands and agrees that due to changes in competitive circumstances, presently unforeseen changes in the needs of Customers, and/or presently unforeseen technological innovations, the System may need to undergo changes in order that it best serve the interests of the FRANCHISEE, BUILDINGSTARS and System. Subject to the other provisions of this Agreement, FRANCHISEE expressly agrees to abide by any such modifications, changes, additions, deletions and alterations, including but not limited to the purchase of new and additional equipment and acknowledge that such modifications, changes, additions, deletions and alterations may require further expenditures by FRANCHISEE.

## **XIII. TRANSFERABILITY OF INTEREST**

A. By BUILDINGSTARS. BUILDINGSTARS is free to assign any or all of its rights and obligations under this Agreement, and upon such assignment BUILDINGSTARS shall be relieved of any of the obligations under this Agreement so assigned, and all rights and obligations shall accrue to the successor or assignee.

B. By FRANCHISEE. BUILDINGSTARS has the right to reasonably disapprove any person or entity would have actual, legal or effective control over the Business and shall have the right to approve any Transfer. Consent to a Transfer shall not be deemed a waiver of BUILDINGSTARS’ right to consent to any subsequent Transfers. BUILDINGSTARS will approve a sale, Transfer or change in ownership under the following conditions:

1. Governmental Compliance. The Transfer is conducted in compliance with applicable laws and regulations and the transferee has all permits and licenses necessary to operate the Business;

2. Prior Compliance. The FRANCHISEE has performed its obligations and duties under this Agreement and FRANCHISEE is not in default under this Agreement, or any other agreement with BUILDINGSTARS;

3. Payments. The transferor has satisfied all of its monetary obligations to BUILDINGSTARS, BUILDINGSTARS' Affiliates and suppliers under this Agreement and all other agreements it has with BUILDINGSTARS;

4. Release. The FRANCHISEE, including all officers, directors and shareholders (as well as all guarantors under this Agreement) must execute a general release, in the form which we approve, of any and all claims against BUILDINGSTARS, BUILDINGSTARS' Affiliates, and their respective officers, directors, employees and agents;

5. Requirements of Transferee. The transferee meets the established standards for new franchisees, is of good moral character, has a good credit rating, sufficient financial resources to operate the business and competent qualifications. The transferee must execute a new Franchise Agreement with the standard terms and conditions then being offered in the FRANCHISEE'S state by BUILDINGSTARS and the owners must execute a personal guarantee. Notwithstanding anything herein to the contrary, under no circumstances will BUILDINGSTARS will be obligated to replace any customer account that have been transferred pursuant to the Transfer of Interest.

6. Transfer Fee. The transferee pays a transfer fee of the lesser of: (i) \$4,000; or (ii) 10% of the total sales price of the Interest being transferred including any down payments or amounts financed in lieu of the Franchise Fee, but in no event will the transfer fee be less than \$1,500;

7. Assumption of Liabilities. The transferee agrees to assume all liabilities and obligations from the prior operation of the Business, including the lease, and complies with other reasonable requirements BUILDINGSTARS may impose;

8. Completion of Training and Experience of Transferee. The transferee and/or transferee's management team, including a designated manager, must successfully complete the initial training program. In addition, BUILDINGSTARS can withhold consent if the transferee does not have adequate previous management experience, in BUILDINGSTARS' sole judgment, in order to fulfill the obligations of the FRANCHISEE;

9. Continuing Liability. If BUILDINGSTARS approves an assignment, BUILDINGSTARS shall have the discretion to require FRANCHISEE and the guarantors to remain liable for the full and faithful performance of the obligations of the assignee; and

10. Economically Reasonable Terms. Although BUILDINGSTARS will not be required to determine the value of business upon a Transfer, if in BUILDINGSTARS' reasonable judgment, the purchase price or terms of the sale are not economically feasible to the proposed assignee, BUILDINGSTARS can withhold its consent to such an assignment or Transfer. Further, BUILDINGSTARS may, in good faith, notify FRANCHISEE, stating the reasons that BUILDINGSTARS has elected to withhold approval of the proposed Transfer. Notwithstanding the foregoing, BUILDINGSTARS' approval of the Transfer shall not be deemed to imply or warrant that the purchase price or terms of sale are economically feasible, and BUILDINGSTARS hereby disclaims any responsibility for making any such determination.

C. Death or Incapacity of FRANCHISEE. FRANCHISEE, by will or other written instrument, may appoint a designated heir to continue operation of the Franchise Business, upon FRANCHISEE'S death. Said designated heir must meet the qualifications of paragraph XIII.B. No fee will be charged on a Transfer pursuant to this paragraph. The Transfer of the FRANCHISEE'S Interest in this Agreement and in the Franchise Business to the FRANCHISEE'S heirs, personal representatives or conservators, as applicable, in the event of death or legal incapacity of the FRANCHISEE, shall not give rise to the BUILDINGSTARS' right of first refusal as set forth in paragraph XIII.D below, provided that

the heirs, personal representatives or conservators, as applicable, meet BUILDINGSTARS' standards for new franchisees; execute the then-current form of Franchise Agreement; and, that a manager has, or within thirty days, shall have satisfactorily completed BUILDINGSTARS' Initial Training Program.

D. Right of First Refusal. Notwithstanding the foregoing, if FRANCHISEE receives a bona fide, executed, written offer to acquire an Interest from a responsible, fully disclosed purchaser, FRANCHISEE must submit a copy of the offer to BUILDINGSTARS. FRANCHISEE must also provide BUILDINGSTARS with any other information it requests to evaluate the offer. BUILDINGSTARS has the right, exercisable by delivering written notice to the FRANCHISEE within thirty (30) days from the date of last delivery to BUILDINGSTARS of the offer and any other documents requested by BUILDINGSTARS, to acquire the Interest for the price and on the terms and conditions contained in the offer. Regardless of the terms of the offer, however, BUILDINGSTARS may, in its discretion: substitute cash for any form of payment proposed in the offer; require the FRANCHISEE to include customary warranties and representations in the purchase agreement; and structure the transaction as an "asset purchase," rather than a "stock purchase." BUILDINGSTARS will not be obligated to pay any "finder's" or broker's fees that are a part of the proposed sale and shall not be obligated to comply with any part of the offer which directly or indirectly requires payment of any consideration other than a bona fide purchase price for the interest proposed to be transferred.

If BUILDINGSTARS declines to exercise its rights of first refusal, FRANCHISEE will have ninety (90) days after BUILDINGSTARS declines or the right expires, whichever first occurs, to sell the interest to said bona fide purchaser upon terms no more favorable than those offered to BUILDINGSTARS, subject to compliance with paragraph XIII.B. After said ninety (90) days, or if the prospective purchaser does not acquire the franchise, FRANCHISEE must again comply with this paragraph and give BUILDINGSTARS the first right to acquire the Interest prior to sale. The election by BUILDINGSTARS not to exercise its right of first refusal as to any offer shall not affect its right of first refusal as to any subsequent offer.

#### **XIV. INDEPENDENT CONTRACTOR/INDEMNIFICATION**

BUILDINGSTARS and FRANCHISEE are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between them, in any respect. FRANCHISEE shall conspicuously identify itself at the premises of the Business and in all dealings with the public as the owner of the business. BUILDINGSTARS shall not be involved in the day-to-day management or control of the Business. Neither BUILDINGSTARS nor FRANCHISEE shall make any agreements or representations in the name of or on behalf of the other that their relationship is other than franchisor and franchisee. Under no circumstances shall BUILDINGSTARS be liable for any act, omission, debt, or other obligation of FRANCHISEE.

To the fullest extent permitted by law, FRANCHISEE, for itself and its owners, employees, agents, officers, directors, members, managers, parents, subsidiaries, affiliates, successors and assigns ("Indemnitors"), agree, at their sole cost and expense, to indemnify, defend and hold harmless, and to reimburse on demand BUILDINGSTARS and all entities related to BUILDINGSTARS and their respective shareholders, directors, officers, members, managers, employees agents, partners, attorneys, licensees, affiliates successors and assigns ("Indemnified Parties") for and against any and all damages, losses, liabilities, bodily injury, property damage, obligations, penalties, fines, claims, litigation, demands, defenses, judgments, suit proceedings, administrative orders, consent agreements, costs, disbursements or expenses of any kind or any nature whatsoever, including without limitation, reasonable attorneys' and expert fees and disbursements arising out of or related to or in any way arising out of the acts or omissions of any Indemnitor, including without limitation (i) any act or omission, negligent or otherwise, of the Indemnitors or anyone directly or indirectly employed by them or anyone for whom they may be



liable relative to the Business; (ii) any breach by the Indemnitors of any term or provision of this Agreement; and (iii) the cost, including, but not limited to reasonable attorney's fees, of enforcing this indemnification provision. The obligations of Indemnitors are joint and several.

This indemnification shall not be construed to indemnify an Indemnified Party to the extent such indemnification is prohibited by law, including, an indemnification of any Indemnified Party from its own negligence, if prohibited by law. To the extent indemnification of any party hereunder would be prohibited by law, this provision shall not apply to such party with respect to such otherwise indemnifiable act but shall continue to be effective as to all other parties with respect to whom indemnification is not prohibited by applicable law.

## **XV. DISPUTE RESOLUTION**

A. Mediation. Before any party may bring an action in court for any controversy, dispute or claim between BUILDINGSTARS and FRANCHISEE arising from this Agreement or the franchise relationship set forth in this Agreement, the parties must first have a conference with each other to try to resolve the dispute. If this fails to bring about a resolution, the dispute will first be submitted to non-binding mediation (the "Mediation") in St. Louis County, Missouri unless the parties mutually agree to another location. The Mediation shall be conducted in accordance with then-current AAA mediation rules (the "AAA Mediation Rules") except to the extent the AAA Mediation Rules differ from the terms of this Agreement, in which event the terms of this Agreement shall be applied. Notwithstanding the foregoing, the mediation does not have to be conducted under the AAA. BUILDINGSTARS and FRANCHISEE will select the mediator. If the parties cannot agree on the selection of a mediator, the mediation shall be conducted through the AAA who will make the selection of mediator using their rules and guidelines. The cost of the Mediation, including the mediator's fee and expenses, shall be paid by the FRANCHISEE. All negotiations and mediation proceedings (including without limitation, discovery conducted therein, as well as all statements and settlement offers made by either party or the mediator in connection with the Mediation) shall be strictly confidential, shall be considered as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence, and shall not be admissible or otherwise used in connection with any court or arbitration proceeding for any purpose. The mediator may not be called as a witness in any court or arbitration proceeding for any purpose. If the parties, after a good faith effort to settle the dispute using Mediation, are unable to reach settlement, BUILDINGSTARS and FRANCHISEE agree that the dispute will be resolved according to the Sections below. Failure to submit the dispute to Mediation prior to commencing any litigation or arbitration proceeding shall be grounds for dismissal of the litigation or arbitration proceedings.

Notwithstanding the foregoing, the obligation of this Section to mediate will not be binding with respect to claims brought by BUILDINGSTARS and relating to BUILDINGSTARS's trademarks, service marks, patents, or copyrights, including the Marks; claims relating to any lease or sublease of any real property between the parties or their affiliated entities; or requests by BUILDINGSTARS for temporary restraining orders, preliminary injunctions, permanent injunctions or other proceedings in a court of competent jurisdiction to obtain interim or permanent relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual dispute between the parties.

B. Litigation. Except as otherwise provided in this Agreement, all controversies, disputes or claims between BUILDINGSTARS and FRANCHISEE arising from this Agreement or the franchise relationship set forth in this Agreement shall be filed in the Federal District Court in St. Louis, MO when the grounds set forth in 28 U.S.C. § 1332 are present. Both parties and each guarantor of this Agreement irrevocably submit to the jurisdiction of this court and waive any objection to the application of Missouri

law or to the jurisdiction or venue in this court. In the event that the above-referenced federal court does not have jurisdiction over the dispute, the parties shall submit to binding arbitration as provided below.

Notwithstanding the foregoing, any claims BUILDINGSTARS has relating to its trademarks, service marks, patents, or copyrights, including the Marks; claims relating to any lease or sublease of any real property between the parties or their affiliated entities; or requests by BUILDINGSTARS for temporary restraining orders, preliminary injunctions, permanent injunctions or other proceedings in a court of competent jurisdiction to obtain interim or permanent relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual dispute between the parties shall be brought in either federal or state courts in St. Louis County, MO. Both parties agree to submit to the jurisdiction of the state and federal court in St. Louis County, MO.

C. Arbitration. In the event that the federal court described above does not have subject matter jurisdiction over the dispute, the parties, subject to all other provisions above, will submit the dispute to binding arbitration conducted in St. Louis County, MO (unless the parties mutually agree otherwise). The arbitration proceeding will be conducted in accordance with the then current commercial arbitration rules of the American Arbitration Association (“AAA Rules”), except to the extent the AAA Rules differ from the terms of this Agreement, in which event the terms of this Agreement will apply. Notwithstanding the foregoing, the arbitration does not have to be conducted under the AAA. The arbitrator must be mutually selected by the parties and must have at least 5 years of substantial experience in franchise law. Each party will be limited to 25 document requests, 15 interrogatories and 1 deposition unless otherwise agreed to between the parties. For purposes of this Section, if any dispute that names, involves or includes BUILDINGSTARS, its respective affiliates, officers, directors, agents, brokers or employees, such persons or entities shall also be included in and made party to the arbitration proceeding to the extent such parties consent to proceeding forward in arbitration.

The arbitrator will have the right to award or include in his award any relief which he deems proper in the circumstances, including money damages (with interest on unpaid amounts from date due), specific performance, and attorneys’ fees and costs; however, the arbitrator will not be allowed to award or include in his award any punitive, exemplary, or consequential damages, to which the parties waive any right. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this Section, including but not limited to, any claim that all or any part of this Section is void or voidable. The award and decision of the arbitrator will be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; or (2) make any award which extends, modifies or suspends any lawful term of this Agreement. Each party waives any right to contest the validity or enforceability of the award of an arbitrator under this Section except to the extent permitted by applicable law. The arbitrator must submit a reasoned award and this award must be consistent with the terms of this Agreement. If the arbitrator’s award is not reasoned or not consistent with the terms of this Agreement, then notwithstanding the foregoing, BUILDINGSTARS may appeal the arbitration award in Federal or State Court. An arbitration award or decision entered in any other case (whether or not BUILDINGSTARS was a party) will not be binding on BUILDINGSTARS in any other dispute, will have no precedential value and cannot be used as evidence in any other proceeding.

The arbitrator will apply the provisions of any applicable statute of limitations. In connection with any arbitration proceeding, BUILDINGSTARS and FRANCHISEE will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any of these compulsory claims which are not submitted or filed in the same proceeding in which they relate will be barred. This

provision will continue in full force and effect subsequent to and notwithstanding the Transfer, or the termination or expiration of the term of this Agreement. Except as provided in subsection A. above, the arbitration will be conducted on an individual, not a class-wide basis. None of the parties to the arbitration will be entitled to consolidation of the arbitration proceedings with the proceedings of any third party, nor will the arbitrator or any court be empowered to order a consolidation of proceedings with any third party.

D. Dispute Resolution Fee. In the event that the FRANCHISEE or its guarantors have not complied with the provisions in this Section on Dispute Resolutions, FRANCHISEE shall reimburse BUILDINGSTARS for all of its expenses incurred in curing the FRANCHISEE's breach (including, without limitation, BUILDINGSTARS's attorneys' fees and costs related to dismissing and responding to any improperly filed claim) and pay the BUILDINGSTARS a Dispute Resolution Fee of \$50,000 ("Dispute Resolution Fee"). FRANCHISEE acknowledges and agrees that the BUILDINGSTARS will be damaged by such breach. FRANCHISEE agrees that a precise calculation of the full extent of the damages that BUILDINGSTARS will incur from the breach of the Dispute Resolution provisions of this Agreement are difficult to determine and all parties desire certainty in this matter and agree that the Dispute Resolution Fee provided herein is reasonable and constitute liquidated damages and not a penalty. BUILDINGSTARS has the right to collect these amounts in addition to exercising any and all other rights BUILDINGSTARS may have for non-compliance under this Agreement.

## **XVI. MISCELLANEOUS PROVISIONS**

A. Waiver. No waiver by BUILDINGSTARS of any default of the FRANCHISEE shall constitute a waiver of any other default and shall not preclude BUILDINGSTARS from thereafter requiring strict compliance with this Agreement.

B. Severability. Should any provision of this Agreement be construed or declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated. If any restriction contained in this Agreement is deemed too broad to be capable of enforcement, a court of competent jurisdiction is hereby authorized to modify or limit such restriction to the extent necessary to permit its enforcement. All covenants contained in this Agreement, including but not limited to those relating to non-solicitation and non-competition shall be interpreted and applied consistent with the requirements of reasonableness and equity.

C. Injunctive Relief. In the event of any breach or threatened breach of this Agreement by any party, the other party shall immediately be entitled to injunctive relief, in addition to any other remedies available to it, (including a temporary restraining order, preliminary injunction and specific performance) without showing or proving any actual damage sustained and shall not thereby be deemed to have elected its only remedy to the exclusion of others. If BUILDINGSTARS seeks injunctive relief, it shall not be required to post a bond.

D. Entire Agreement. This Agreement and all other written agreements related to this Agreement and expressly referenced in this Agreement, represent the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Agreement shall be of any force and effect; provided, however, that nothing in this or any related agreement is intended to disclaim BUILDINGSTARS' representations made in the franchise disclosure document that was furnished to FRANCHISEE in connection with the offering to operate the Business. No amendment to this Agreement is binding unless executed in writing by both parties.

E. Representative Capacity. In all of their dealings with FRANCHISEE, the officers, directors, employees and agents of BUILDINGSTARS act only in their representative capacity for BUILDINGSTARS, and not in any individual capacity.

F. Notice. Whenever notice is required under the terms of this Agreement, it shall be given in writing and sent by registered or certified mail, or by personal delivery to FRANCHISEE'S address and to BUILDINGSTARS' office, or at such other address as designated in accordance with this Section. Receipt shall be deemed to have been made one (1) day after mailing or upon personal delivery, whichever first occurs.

G. Gender/Heading. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of the Agreement or any section, paragraph, or clause herein may require, as if such words had been fully and properly written in the appropriate number and gender. Headings and paragraph titles are for convenience of reference only and shall not define, limit, or extend the scope or intent of this Agreement or any provision thereof.

H. Governing Law and Jurisdiction. FRANCHISEE acknowledges that this Agreement was accepted in the State of Missouri. Except to the extent that this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 115 U.S.C. 1051), this Agreement will be governed, to the extent permissible, by the laws of the State of Missouri (without reference to its conflict of laws principles). If, however, any provision of this Agreement would not be enforceable under the laws of Missouri, and if the Business is located outside of Missouri and the provision would be enforceable under the laws of the state in which the Business is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of the state where the Business is located. Further, any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between a franchisor and a franchisee or any similar relationship (including the Missouri Merchandising Practices Act, Section 407.400 *et.al*), will not apply unless its jurisdictional requirements are met independently without reference to this Section XVI.H. BUILDINGSTARS may institute any action arising out of or relating to this Agreement in any state or federal court of general jurisdiction in the State of Missouri, and FRANCHISEE and guarantors irrevocably submit to their jurisdiction and waive any objection to the application of Missouri law or to the jurisdiction or venue in those Missouri courts. If any valid applicable law or regulation [in effect at the time this Agreement is executed] of a governmental authority having jurisdiction over this Agreement limits BUILDINGSTARS' rights of rescission or termination or require longer notice periods than set forth herein, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon rescission or termination required by such laws or regulations. The provisions of this Agreement which conflict with the applicable law shall (only to the extent not in accordance with applicable law) be ineffective, and in their stead, BUILDINGSTARS shall comply with applicable law respecting each of said matters. BUILDINGSTARS shall not, however, be precluded from contesting the validity, enforceability, or applicability of such laws or regulations in any action relating to this Agreement or to its rescission or termination. If a state regulator requires an amendment to this Agreement, the amendment is attached hereto as a State Law Addendum as Exhibit III.

I. Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, administrators, executors, their permitted successors and permitted assigns.

J. Remedies. In addition to any other remedies to which it may be entitled, BUILDINGSTARS shall be entitled without bond to entry of injunctive relief and orders of specific

performance enforcing the provisions of this Agreement, in the event FRANCHISEE actually or anticipatorily breaches this Agreement. If BUILDINGSTARS incurs any attorney's fees or other expenses in seeking enforcement of this Agreement, FRANCHISEE shall be required to reimburse BUILDINGSTARS for its reasonable costs and expenses (including, but not limited to attorney's fees) thereby incurred. No right or remedy conferred upon BUILDINGSTARS is intended to be exclusive, and every such right or remedy shall be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise. For purposes of this Agreement, a termination shall include a termination for any reason, expiration, cancellation, failure to renew, assignment or transfer.

K. No Warranty. FRANCHISEE acknowledges that, except as otherwise specifically stated herein, BUILDINGSTARS has the absolute right to exercise its own judgment on various matters about this Agreement and the Manual, and has the absolute right to approve, disapprove, give its consent and refuse to consent to FRANCHISEE'S requests in its sole and absolute discretion. FRANCHISEE agrees that BUILDINGSTARS' action, refusal to act, approval, disapproval, consent, or refusal of consent is not, and shall not be deemed, a representation, warranty, certification or guarantee by BUILDINGSTARS about that which is acted upon or refused consent, or about any appropriateness, legality, profitability, or success related thereto. No BUILDINGSTARS action, refusal to act, approval, disapproval, consent or refusal to consent is, or shall be deemed, a guarantee, warranty, or representation that the Business complies with, or meets any local, municipal, state, federal, or other laws or regulations relating to the offer of services or otherwise. If it is found that BUILDINGSTARS wrongfully withheld any consent pursuant to this Agreement, FRANCHISEE'S sole remedy for such failure shall be to require BUILDINGSTARS to grant such consent.

L. Receipt of Franchise Disclosure Document. FRANCHISEE acknowledges receipt of BUILDINGSTARS' franchise disclosure document along with this Agreement, at least fourteen (14) days before execution hereof or any payment to BUILDINGSTARS. If any unilateral modifications have been made by BUILDINGSTARS to this Agreement, FRANCHISEE acknowledges that it had at least seven (7) days to review them.

M. Joint and Several Liability. If two or more persons are the FRANCHISEE under this Agreement, their obligations and liabilities to BUILDINGSTARS shall be joint and several.

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

O. Survival. FRANCHISEE'S obligations regarding trade secrets, non-competition and non-solicitation and indemnification, as well as accrued obligations of FRANCHISEE to BUILDINGSTARS, shall survive any Transfer of Interest or termination, expiration or assignment of this Agreement.

P. Payments from FRANCHISEE. BUILDINGSTARS has the sole discretion to apply any payments by FRANCHISEE to any past due indebtedness of FRANCHISEE for any fees, expenses, purchases from BUILDINGSTARS or its Affiliates, interest or any other indebtedness. Neither BUILDINGSTARS nor any of its Affiliates are required to accept payments after same are due or extend credit or otherwise finance FRANCHISEE'S operation of the franchise.

Q. Limitation on Liens. FRANCHISEE shall not grant a security interest, pledge, or place a lien upon FRANCHISEE'S interest in this Agreement or in the Business or in the assets used in the business, except that FRANCHISEE shall be permitted to grant a security interest in such furniture, fixtures, and equipment to secure FRANCHISEE'S obligation to the seller of or lender for such furniture, fixtures, and equipment to secure any indebtedness relating to the business and FRANCHISEE shall be

permitted to assign its accounts receivable in connection with any third party financing of employee payroll.

R. Day-to-Day Control. FRANCHISEE has the sole rights and responsibilities for the manner and means by which the day-to-day operation of the Business is determined and conducted and for achieving its business objectives. Subject to any approval, inspection and enforcement rights reserved to BUILDINGSTARS, these rights and responsibilities include the employment, supervision, setting the conditions of employment and discharge for its employees at the Business, daily maintenance, safety concerns, and the achievement of conformity with the System.

FRANCHISEE is responsible for hiring and maintaining a staff of qualified and competent employees for its Business. FRANCHISEE is solely responsible for all its hiring decisions and for all obligations arising from FRANCHISEE's relationship with its employees, even if FRANCHISEE uses sample employment policies, procedures or examples that BUILDINGSTARS makes available for FRANCHISEE's optional use. The use of any sample document by FRANCHISEE is not required by this Agreement. All documents are provided "as is" and BUILDINGSTARS makes no warranty that the information and sample documents comply with applicable federal, state or local laws, regulations or ordinances where FRANCHISEE does business. The fact that BUILDINGSTARS has shared this information and these sample forms/information with FRANCHISEE is not intended to be, nor is it, a requirement by BUILDINGSTARS that FRANCHISEE must use this or a similar document or process in FRANCHISEE'S business. Further, providing sample documents is not intended to indicate in any way that BUILDINGSTARS has the right to require that any franchisee use this or a similar document or process in their franchised business, as BUILDINGSTARS does not have such rights to require use of these documents. BUILDINGSTARS's rights to require use of specific items relate only to maintenance of brand standards and trademark protection as required by federal law. If use is required to protect brand standards or BUILDINGSTARS's trademarks, such use will be identified as mandatory.

BUILDINGSTARS' retention and exercise of the right to approve certain matters, to inspect the Business and its operation and to enforce its rights, exists only to the extent necessary to protect BUILDINGSTARS' interest in the System and Marks for the benefit of BUILDINGSTARS, its Affiliates and all Buildingstars Franchisees. Neither the retention nor the exercise is for the purpose of establishing any control, or the duty to take control, over those matters which are clearly reserved to FRANCHISEE, nor shall they be construed to do so.

S. Third Party Beneficiary. Buildingstars, Inc. is a third-party beneficiary to this Agreement and Buildingstars, Inc. or its affiliates have the right to assume any of the responsibilities, duties or functions of BUILDINGSTARS in the event that the agreement between Buildingstars, Inc. and BUILDINGSTARS expires or is terminated for any reason. Furthermore, Buildingstars, Inc. shall have the right, but not the obligation, to enforce FRANCHISEE'S compliance with any provision of this Agreement.

## **XVII. WARRANTIES AND REPRESENTATIONS OF FRANCHISEE**

A. FRANCHISEE and its guarantors have been advised to make an independent investigation of BUILDINGSTARS' operations. BUILDINGSTARS has not and does not represent that FRANCHISEE can expect to attain a specific level of sales, profits, or earnings. FRANCHISEE and its guarantors have been advised to obtain independent professional advice regarding this franchise. FRANCHISEE and its guarantors understand that it may sustain losses as a result of the operation or the closing of the business. FRANCHISEE and its guarantors understand that the business venture contemplated by this Agreement involves a high degree of financial risk and depends to a large degree on FRANCHISEE'S skills, abilities, initiative, and hard work.

B. FRANCHISEE and its guarantors represent and warrant that the execution, delivery and performance of this Agreement by FRANCHISEE and the Guarantee and Assumption of Obligations by the guarantors do not and will not violate, conflict with or result in the breach of any term, condition or provision of any contract or agreement, or require the consent of any other person or entity.

C. Under applicable U.S. Law, including without limitation executive order 1224, signed on September 23, 2001 (the "Order"), FRANCHISEE is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in acts of terrorism as defined in the Order. Accordingly, FRANCHISEE does not and hereafter will not engage in any terrorist activity. In addition, FRANCHISEE is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity. Finally, FRANCHISEE is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

#### **XVIII. CAVEAT**

**THE SUCCESS OF THE BUSINESS IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON, AS WELL AS OTHER FACTORS. BUILDINGSTARS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THE BUSINESS AND NO ONE IS AUTHORIZED TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.**

**FRANCHISEE UNDERSTANDS AND AGREES THAT BUILDINGSTARS HAS NO OBLIGATION TO ACCEPT FRANCHISEE'S APPLICATION AND MAY REFUSE TO GRANT A FRANCHISE FOR ANY REASON, OR NO REASON, WITHOUT DISCLOSING THE BASIS FOR ITS DECISION. FRANCHISEE ACKNOWLEDGES THAT UNLESS AND UNTIL BUILDINGSTARS SIGNS THIS FRANCHISE AGREEMENT, FRANCHISEE IS NOT A FRANCHISE AND MAY NOT RELY UPON BECOMING A FRANCHISEE.**

#### **XIX. NON-LIABILITY OF BUILDINGSTARS' AFFILIATES**

BUILDINGSTARS is the only entity obligated to FRANCHISEE hereunder. FRANCHISEE may not look to any of BUILDINGSTARS' Affiliates or related companies, other business entities or individuals for performance of this Agreement.

#### **XX. LIMITATION OF LEGAL ACTIONS**

A. **IN NO EVENT WILL BUILDINGSTARS BE LIABLE TO FRANCHISEE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR ANY CONDUCT ARISING OUT OF THIS AGREEMENT OR BUILDINGSTARS RELATIONSHIP WITH FRANCHISEE.**

B. **THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES.**

C. **ANY DISAGREEMENT BETWEEN FRANCHISEE AND BUILDINGSTARS (AND ITS AFFILIATES AND OWNERS) WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND MUST NOT BE BROUGHT AS A CLASS ACTION AND FRANCHISEE WAIVES ANY RIGHT TO PROCEED AGAINST BUILDINGSTARS (AND ITS AFFILIATES,**

**STOCKHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) BY WAY OF CLASS ACTION, OR BY WAY OF A MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION.**

**D. FRANCHISEE WILL BE BARRED FROM BRINGING ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR BUILDINGSTARS' RELATIONSHIP WITH FRANCHISEE, UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH FRANCHISEE KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THAT CLAIM.**

**E. BUILDINGSTARS MAXIMUM AGGREGATE LIABILITY AND THE MAXIMUM AGGREGATE LIABILITY OF ANY OF BUILDINGSTARS'S OFFICERS, OWNERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, PARENTS OR SUBSIDIARIES RELATED TO ANY AND ALL CLAIMS RELATING TO OR ARISING FROM THIS AGREEMENT OR THE FRANCHISE RELATIONSHIP SET FORTH IN THIS AGREEMENT SHALL BE COLLECTIVELY LIMITED TO THE AMOUNT FRANCHISEE PAID TO BUILDINGSTARS WITHIN THE PRIOR 12 MONTHS IMMEDIATELY BEFORE WRITTEN NOTICE OF ANY PROPER CLAIM IS RECEIVED BY BUILDINGSTARS.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their names.

BUILDINGSTARS MANAGEMENT, INC.

FRANCHISEE

Name:

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

Address of Buildingstars Management, Inc.:

Address of FRANCHISEE:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **GUARANTEE AND ASSUMPTION OF OBLIGATIONS**

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "Agreement"), by BUILDINGSTARS MANAGEMENT, INC. ("BUILDINGSTARS") in favor of \_\_\_\_\_ ("FRANCHISEE"), each of the undersigned ("GUARANTORS") hereby personally and unconditionally guarantees to BUILDINGSTARS, its Affiliates (as hereinafter defined), and their successors and assigns for the term of the Agreement and thereafter as provided in the Agreement, that FRANCHISEE shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and agrees to be personally bound by, and personally liable for the breach of each and every provision in the Agreement, including, but not limited to those relating to trade secrets, non-solicitation and non-competition provisions contained in the Agreement, as well as the provisions in the Agreement relating to the Marks, indemnification, consequences of termination, expiration or Transfer of Interest 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. The GUARANTORS further hereby personally and unconditionally guarantee all debts and obligations FRANCHISEE incurs to BUILDINGSTARS, its successors, assigns, affiliated entities, parent corporation, and subsidiaries ("Affiliates"), as the case may be, as a result of any obligations under the Agreement and as a result of purchases of products or services from BUILDINGSTARS and its Affiliates. Each of the undersigned waives:

- (1) acceptance and notice of acceptance by BUILDINGSTARS or Affiliates of the foregoing undertakings;
- (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
- (4) any right he or she may have to require that an action be brought against FRANCHISEE or any other person as a condition of liability;
- (5) all rights to payments and claims for reimbursement or subrogation which any of the GUARANTORS may have against the FRANCHISEE arising as a result of the GUARANTORS' execution of and performance under this guaranty; and
- (6) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that:

- (1) his or her direct and immediate liability under this guaranty shall be joint and several;
- (2) he or she shall render any payment or performance required under the Agreement upon demand if the FRANCHISEE fails or refuses punctually to do so;
- (3) such liability shall not be contingent upon or conditioned upon pursuit by BUILDINGSTARS or Affiliates of any remedies against the FRANCHISEE or any other person; and
- (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or the indulgence which BUILDINGSTARS or Affiliates may from time-to-time grant to the

FRANCHISEE or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement.

If BUILDINGSTARS or any of the Affiliates are required to enforce this Guaranty and Assumption of Obligations in any judicial proceeding or appeal thereof, the GUARANTORS shall reimburse BUILDINGSTARS and Affiliates for its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

The undersigned Guarantors also recognize that certain disputes relating to the Franchise Agreement are to be resolved by arbitration and hereby consent to such arbitration. The terms contained in the Franchise Agreement and this Guarantee and Assumption of Obligations constitute the entire agreement between the parties, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed their signatures on the same day and year as the Agreement was executed.

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Ownership % \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Ownership % \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Ownership % \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

**EXHIBIT I**  
**PAYMENT OF THE INITIAL FRANCHISE FEE AND LOCATION OF BUSINESS**

In accordance with the provisions of Section III of this Agreement, the Initial Franchise Fee is payable in the following manner and in the amount set forth below:

☐ **Cash Option: - New Franchisee**

\$ \_\_\_\_\_

☐ **Cash Option: - Existing Technician Program Franchisee in good standing**

\$ \_\_\_\_\_

☐ **Financed Option – Existing Technician Program Franchisee in good standing**

\$ \_\_\_\_\_

The following is the date the Business began operations: \_\_\_\_\_

**LOCATION OF THE BUSINESS**

FRANCHISEE will operate the Business only within the following metropolitan area:

\_\_\_\_\_  
("Area")

**EXHIBIT II**  
**PROMISSORY NOTE AND GUARANTEE**

\$ \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_

### PROMISSORY NOTE

For value received, the undersigned promise to pay to the order of BUILDINGSTARS MANAGEMENT, INC., \_\_\_\_\_, without interest (except in the event of default) the principal sum of \_\_\_\_\_ (\$\_\_\_\_\_), said principal to be paid in equal monthly payments of [1/20 of the difference between the Initial Franchise Fee (including finance fees less Technician Credit) and the down payment\*] or [1/20 of amount of Monthly Contract Revenue x 200%\*\*]. The first payment shall be due upon the 15<sup>th</sup> day of the month [ninety (90) days after execution of the Franchise Agreement\*] or [the first full month after the undersigned provided services to the new customer account\*\*] and shall continue on the 15<sup>th</sup> day of each month for a period of twenty (20) months. BUILDINGSTARS MANAGEMENT, INC. may withhold the monthly Note payment from the amount of billings it collects for the undersigned pursuant to Section VI.D. of the Franchise Agreement.

If there shall be a default made in the payment of any of said debt when due, the holder of the note may at its option declare all unpaid indebtedness evidenced by this note immediately due and payable, and the undersigned agrees during the period of delinquency, to pay interest on the unpaid balance of the loan at the rate of eighteen percent (18%) per annum on principal, or the highest rate allowable by law. Further, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee. Failure at times to exercise such option shall not constitute a waiver of the right to exercise it later.

The makers, sureties, endorsers and guarantors of this note hereby severally waive demand, presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party hereto. This note may be pre-paid in whole or in part at any time without penalty.

Notwithstanding anything contained herein to the contrary, the outstanding balance due on this Note shall be immediately due and payable upon the occurrence of any of the following:

- F. An assignment or Transfer by the undersigned of any Interest in the Franchise Agreement.
- B. The sale, transfer, or assignment of the major portion of the assets of the undersigned.
- C. If more than 10% of the stock, partnership interest, or membership interest in the undersigned is acquired by anyone other than the principal stockholder, partner or member as the case may be.
- D. A default by the undersigned under the Franchise Agreement.

Notwithstanding anything herein to the contrary, any assignment or sale described in paragraphs A, B, and C, will not be considered a default under the Franchise Agreement so long as the said assignment or sale is made in compliance with the terms of the Franchise Agreement.

\* Terms if this note is to finance the Initial Franchise Fee

\*\* Terms if this note is to finance the Account Sales Fee

## PROMISSORY NOTE GUARANTEE

As an inducement to BUILDINGSTARS MANAGEMENT, INC. ("FRANCHISOR"), to defer payment of fees pursuant to the Franchise Agreement which \_\_\_\_\_ ("FRANCHISEE") owes in accordance with the terms of the Promissory Note of even date herewith to which this Guarantee is attached, each of the undersigned ("GUARANTOR"), hereby guarantees the performance of all obligations of FRANCHISEE and agree to timely perform and observe all the terms, covenants and conditions to be performed by FRANCHISEE under the Promissory Note.

This Guarantee is given as a condition of and in consideration of FRANCHISOR deferring payment of certain amounts due to FRANCHISOR, which amounts are evidenced by the foregoing promissory note.

The obligations of GUARANTOR are direct and may be enforced immediately without FRANCHISOR being required to resort to any other right, remedy or security and this Guarantee shall be enforceable immediately against GUARANTOR, without the necessity for any suit or proceedings on FRANCHISOR's part of any kind or nature whatsoever against FRANCHISEE, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guarantee or of FRANCHISOR's intention to act in reliance herein or of any other notice or demand to which GUARANTOR might otherwise be entitled, all of which GUARANTOR hereby expressly waives.

The validity of this Guarantee and the obligations of GUARANTOR hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by FRANCHISOR against FRANCHISEE, any of the rights or remedies reserved to FRANCHISOR pursuant to the provisions of the Promissory Note.

This Guarantee shall be absolute, unconditional and irrevocable.

This Guarantee shall be a continuing Guarantee, and (whether or not GUARANTOR shall have notice or knowledge of any of the following), the liability and obligations of GUARANTOR hereunder shall be absolute and unconditional irrespective of:

(a) any modification of, or supplement to, or extension or renewal of the Promissory Note, the Franchise Agreement, or any assignment, sale, or transfer thereof;

(b) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Promissory Note or this Guarantee or any waiver, consent or approval by FRANCHISOR with respect to any of the covenants, terms, conditions or agreements contained in the Promissory Note or any indulgences, forbearance or extensions of time for performance or observance allowed to FRANCHISEE from time to time, at any time and for any length of time;

(c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to FRANCHISEE, or its properties or creditors;

(d) any impairment, modification, change, release or limitation of liability or obligation of FRANCHISEE under the Promissory Note (including, but not limited to, any disaffirmation or abandonment by a trustee of FRANCHISEE), resulting from the operation of any present or future provision of the Bankruptcy Abuse Prevention and Consumer Protection Reform Act of 2005 or any other similar federal or state statute, or from the decisions of any court; or

(e) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the FRANCHISEE in respect of the Promissory Note or the GUARANTOR in respect of this Guarantee.

The undersigned Guarantors also recognize that certain disputes relating to the Franchise Agreement may be resolved by arbitration and hereby consent to such arbitration. The terms contained in the Franchise Agreement, the Promissory Note and this Promissory Note Guarantee constitute the entire agreement between the parties, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed their signatures on \_\_\_\_\_, 20\_\_\_\_\_.

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT III**  
**STATE LAW ADDENDA**



STATE LAW ADDENDA-ILLINOIS

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document (“FDD”) to the contrary, the following provisions of the Illinois Franchise Disclosure Act (“Act”) shall apply to any franchise located in the State of Illinois, which shall control to the extent of any inconsistency:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is voice. However, a franchise agreement may provide for arbitration to take place 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 acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**BUILDINGSTARS MANAGEMENT, INC.**

**FRANCHISEE**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT C**

**CORPORATE FRANCHISE AGREEMENT**

**FRANCHISE AGREEMENT**  
**BUILDINGSTARS MANAGEMENT, INC.**  
*CORPORATE PROGRAM*

**TABLE OF CONTENTS**

I.	DEFINITIONS.....	1
II.	GRANT.....	3
III.	INITIAL FRANCHISE FEE.....	3
IV.	OTHER FEES.....	4
V.	TERM .....	6
VI	OBLIGATIONS OF BUILDINGSTARS .....	6
VII.	OBLIGATIONS OF FRANCHISEE.....	10
VIII.	PROPRIETARY MARKS .....	13
IX.	TRADE SECRETS AND CONFIDENTIAL INFORMATION .....	14
X.	NON-COMPETITION AND NON-SOLICITATION .....	14
XI.	DEFAULT AND TERMINATION .....	16
XII.	CONFIDENTIAL OPERATIONS MANUAL.....	18
XIII.	TRANSFERABILITY OF INTEREST .....	18
XIV.	INDEPENDENT CONTRACTOR/INDEMNIFICATION.....	20
XV.	DISPUTE RESOLUTION.....	21
XVI.	MISCELLANEOUS PROVISIONS.....	23
XVII.	WARRANTIES AND REPRESENTATIONS OF FRANCHISEE .....	26
XVIII.	CAVEAT .....	27
XIX.	NON-LIABILITY OF BUILDINGSTARS' AFFILIATES .....	27
XX.	LIMITATION OF LEGAL ACTIONS.....	27
GUARANTEE AND ASSUMPTION OF OBLIGATIONS		
EXHIBIT I	PAYMENT OF INITIAL FRANCHISE FEE AND LOCATION OF BUSINESS	
EXHIBIT II	COMPUTATION OF DOWN PAYMENT	
EXHIBIT III	PROMISSORY NOTE AND GUARANTEE	
EXHIBIT IV	STATE LAW ADDENDA	

**FRANCHISE AGREEMENT**  
**BUILDINGSTARS MANAGEMENT, INC.**  
*CORPORATE PROGRAM*

Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between BUILDINGSTARS MANAGEMENT, INC., (F/K/A BUILDINGSTARS/ST. LOUIS, INC.), a Missouri corporation (hereinafter referred to as “BUILDINGSTARS”), and \_\_\_\_\_, (hereinafter referred to as “FRANCHISEE”);

WHEREAS, BUILDINGSTARS licenses others the right to operate a cleaning service business in accordance with the Marks and the System described below; and

WHEREAS, FRANCHISEE desires to participate in the use of the System in connection with the operation of a cleaning service business under the Marks; and

WHEREAS, FRANCHISEE understands that BUILDINGSTARS offers different levels of franchise programs, and that this franchise is under the “Corporate Program”.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

**I. DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meaning as set forth below and the definitions constitute an integral part of this Agreement:

A. “Affiliate” means any and all entities that are or may control, be controlled by, or under common ownership with BUILDINGSTARS including but not limited to Buildingstars, Inc. f/k/a Advantage Building Services, Inc.), Buildingstars Operations, Inc. (f/k/a Buildingstars STL Operations, Inc.), Buildingstars International, Inc., Green Sky Franchise Group, Inc., Facility Brands, Inc. and Green Sky Southwest, Inc.

B. “Business” means the cleaning business that FRANCHISEE will operate under this Agreement using the System and Marks.

C. “Customer” means any existing customers or prospective customers (of BUILDINGSTARS, its Affiliates, FRANCHISEE, or any other franchisee) with whom FRANCHISEE or its employees or agents have had direct or indirect contact or about whom FRANCHISEE or its employees or agents have learned information by virtue of: (1) communications with BUILDINGSTARS, its Affiliates or other BUILDINGSTARS franchisees; (2) the operation of the Business; or (3) the transfer or termination of this Agreement, and in addition, “Customer” shall include any affiliate, successor in interest, subsidiary, sibling company, or parent company of any such customer or prospective customer.

D. “Gross Sales” means the total money or property earned by FRANCHISEE or derived from or in connection with the operation of the Business, including all fees and other charges for every type of service performed and goods and services sold. Gross Sales will be calculated at the time the services or products from which they were derived are delivered or rendered. The term does not include applicable sales, use or service taxes and any refunds and allowances actually given to Customers.

E. “FRANCHISEE” shall be deemed to include: (a) all persons and their spouses owning any interest in FRANCHISEE if it is a corporation or a limited liability company; (b) all partners and their spouses owning any interest in FRANCHISEE if it is a partnership; and (c) all of the individuals and their spouses owning any interest in FRANCHISEE if it is a sole proprietorship. For purposes of determining ownership in a franchise, the interests owned by a husband and wife shall be considered one interest, and both husband and wife shall be obligated hereunder, regardless of whether the interest is owned by just one spouse or both spouses.

F. “Interest” means: (a) this Agreement or the rights under this Agreement; (b) the rights in the Business; (c) an individual’s rights as an owner of the Business (including any owner’s stock, partnership interest, limited liability company, or other ownership interest); (d) any option, call, warrant, conversion rights or rights to acquire any equity or voting interest in FRANCHISEE; (e) any security interest, lien, pledge, mortgage, or other encumbrance of any of the foregoing Interest; or (f) any right to control, operate or manage the Business.

G. “Marks” means such service marks, trademarks, trade dress, trade names and any marks which may be considered confusingly similar thereto, as may presently exist, or which may be modified, changed, or acquired by BUILDINGSTARS or its Affiliates for use in connection with the operation of the Business as contemplated by this Agreement. Currently, the Marks include “Buildingstars”.

H. “Monthly Contract Revenues” means total amount due from a customer account derived from the sale of goods or the performance of any cleaning services or cleaning related activity, less any applicable taxes imposed on the sale of goods or services.

I. “Principal Owner” means the FRANCHISEE if FRANCHISEE is an individual or more than one individual, the shareholder(s) of FRANCHISEE if FRANCHISEE is a corporation, the partner(s) owning the partnership if FRANCHISEE is a partnership, or the member(s) and/or manager if the FRANCHISEE is a limited liability company.

J. “Service Provider” means any other franchisees of BUILDINGSTARS.

K. “Specialty Work” means work that is above and beyond the scope of the monthly janitorial services, such as carpet cleaning, floor refinishing, window cleaning and special projects.

L. “System” means BUILDINGSTARS’ method of operating a quality cleaning service business pursuant to this Agreement. This includes confidential operating procedures, cleaning and operational methods, methods and techniques for financial controls, accounting and reporting, personnel management, sales marketing and advertising, trade secrets and the proprietary know-how developed by BUILDINGSTARS and its Affiliates to integrate the services necessary to operate the Business any of which may be changed, improved, modified and further developed by BUILDINGSTARS from time to time.

M. “Transfer” means and includes any voluntary or involuntary, direct or indirect, assignment, sale, gift conveyance, or other disposition of an Interest including without limitation: (a) transfer of any capital stock, partnership interest, limited liability interest or other ownership Interest of FRANCHISEE or its owners; (b) merger, consolidation or issuance of additional stock or ownership interests; (c) transfer in bankruptcy or dissolution of marriage or otherwise by operation of law or by order of court; (d) transfer to a personal representative upon disability or transfer upon the death of a majority owner; (e) the grant or creation of any lien or encumbrance (f) any sale, lease, sublease, or other transfer or disposition of any of the assets used in the performance of the Business, whether now owned

or hereafter acquired, except in the normal and ordinary course of business; or (g) any change of control or management of the Business.

## **II. GRANT**

A. Area. Subject to the terms and conditions of this Agreement, BUILDINGSTARS hereby grants to FRANCHISEE the nonexclusive right and license to use the System and Marks in connection with the operation of the Business under BUILDINGSTARS' "Corporate Program". FRANCHISEE will operate the Business only within the metropolitan area listed in Exhibit I attached hereto ("Area").

FRANCHISEE shall not interfere with, service, or solicit Customers of BUILDINGSTARS, any of BUILDINGSTARS' Affiliates, or their franchisees, independent contractors or licensees.

B. Rights Reserved by BUILDINGSTARS and Affiliates. BUILDINGSTARS and its Affiliates retain the right to operate and to franchise or license to third parties the right to operate businesses using the System and/or Marks anywhere, including within and outside of the Area. BUILDINGSTARS, its Affiliates and other franchisees and licensees are also permitted to operate or license others to operate businesses similar to or the same as the Business under different Marks or the System or different systems anywhere, including within and outside of the Area. BUILDINGSTARS and its Affiliates are also authorized to sell some or all of the products and services authorized for sale by the Business in any channel of distribution, including but not limited to the wholesale sales of products and/or to provide management and/or consulting services using the System and/or the Marks.

## **III. INITIAL FRANCHISE FEE**

The Initial Franchise Fee consists of two separate fees: a fixed fee ("Base Fee") and a variable fee ("MCR Fee"). The Base Fee is \$6,995. The MCR Fee is 300% of the Monthly Contract Revenue. The MCR Fee is \$30,000 (\$10,000 Monthly Contract Revenue x 300%).

If FRANCHISEE is not already an On-Site Manager Program franchisee, FRANCHISEE must pay BUILDINGSTARS the Initial Franchise Fee in full when this Agreement is signed. If FRANCHISEE is in good standing under its On-Site Manager Program Franchise Agreement, the initial franchise fee paid under the On-Site Manager Program Franchise Agreement will be credited against the Initial Franchise Fee as well as Account Sales Fees earned under the On-Site Manager Program ("On-Site Credit"). FRANCHISEE will either pay BUILDINGSTARS the balance of the Initial Franchise Fee upon execution of this Agreement or pay a portion of the Initial Franchise Fee and sign a promissory note for the balance upon execution of this Agreement.

The following outlines the calculation and payment of the Initial Franchise Fee without deducting any On-Site Credits;

### **Initial Franchise Fee- Cash**

<b>Monthly Contract Revenue</b>	<b>Rate</b>	<b>MCR Fee</b>	<b>Base Fee</b>	<b>Initial Franchise Fee (lump sum)</b>
\$10,000	300%	\$30,000	\$6,995	\$36,995

### **Initial Franchise Fee - Financed**

If financed, FRANCHISEE must make a minimum down payment of \$6,995 upon the execution of this Agreement and execute a Promissory Note for the amount financed. The Promissory Note will provide for equal payments for a period of 20 months. The Promissory Note and Guarantee will contain

substantially the same terms and conditions as are set forth in Exhibit II of this Agreement. Exhibit I will set forth the manner of payment of the Initial Franchise Fee.

The following chart outlines examples of the financed options of the Initial Franchise Fee.

Monthly Contract Revenue	Initial Franchise Fee (Including Finance Fees)	Minimum Down Payment	Amount Financed	Number of Months	Monthly Payment Amount
\$10,000	\$46,995	(\$6,995)	\$40,000	20	\$2,000

Even as a franchisee in the On-Site Manager Program, there is no assurance that a Corporate Program franchise will be offered.

The Initial Franchise Fee is fully earned when paid and non-refundable.

#### **IV. OTHER FEES**

A. Royalty Fee. FRANCHISEE shall pay to BUILDINGSTARS, monthly (by the fifteenth (15th) day of the month following the month in which the sales were invoiced), a Royalty Fee equal to ten percent (10%) of Gross Sales from the Business throughout the term of this Agreement. For example, the Royalty Fee for February is payable by March 15<sup>th</sup>. BUILDINGSTARS will withhold the Royalty Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Section VI.D below. No part of the Royalty Fee is refundable. Notwithstanding the foregoing, FRANCHISEE shall pay a Royalty Fee of thirty percent (30%) instead of ten percent (10%) on the Gross Sales attributable to Specialty Work.

B. Non-Performance Fee. In order to encourage full attention to Customer needs, a Non-Performance Fee will be charged if BUILDINGSTARS' standards have not been followed resulting in a Customer's complaint in which BUILDINGSTARS intervenes to resolve. If BUILDINGSTARS receives a bona fide complaint from a Customer, BUILDINGSTARS will first offer FRANCHISEE an opportunity to remedy the Customer's complaint. If FRANCHISEE remedies the complaint within a twenty-four (24) hour period after BUILDINGSTARS is notified of the Customer's complaint, BUILDINGSTARS will not charge FRANCHISEE a Non-Performance Fee. However, if after the twenty-four (24) hour period the Customer's complaint is not adequately remedied, BUILDINGSTARS has the right, but not the obligation to remedy the complaint and charge FRANCHISEE a Non-Performance Fee of \$25 per hour per person needed to resolve the complaint, plus any other actual out of pocket expenses incurred. BUILDINGSTARS will withhold the Non-Performance Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE.

C. Account Sales Fee. If FRANCHISEE requests new customer accounts from BUILDINGSTARS or if FRANCHISEE is willing to accept a new customer account from BUILDINGSTARS, FRANCHISEE must pay BUILDINGSTARS an Account Sales Fee of four hundred percent (400%) of the Monthly Contract Revenue which is generated from the new customer account. The Account Sales Fee is payable in full even if FRANCHISEE loses the new customer account for any reason, however, BUILDINGSTARS will replace the lost new customer account only under the terms and conditions set forth in Section VI.J. below.

The Account Sales Fee is payable in cash or in the following manner:

1. FRANCHISEE may request new customer accounts in increments of \$1,000 of Monthly Contract Revenue. At such time as FRANCHISEE submits said request, FRANCHISEE shall pay BUILDINGSTARS \$200 per \$1,000 Monthly Contract Revenue it requested. This will serve as the

first monthly payment under the Promissory Note that finances the Account Sales Fee. The amount of the Promissory Note will be 400% of the Monthly Contract Revenue. The Promissory Note will be payable without interest in 20 equal monthly installments. For example, if FRANCHISEE requests new customer accounts which would generate \$2,000 in Monthly Contract Revenue, it would pay \$400 (1/20 of \$2,000 x 400%) ("Monthly Payment") and sign a Promissory Note guaranteed by the Guarantors under this Agreement which will contain substantially the same terms and conditions as set forth in Exhibit III attached hereto. The second monthly payment will be due after the first full month FRANCHISEE has provided service to said new customer account. BUILDINGSTARS may withhold the monthly Promissory Note payments from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Section VI.D below. A default under the Promissory Note shall also be deemed a default under this Agreement.

2. BUILDINGSTARS may, but is not required to, offer FRANCHISEE new customer accounts. If FRANCHISEE decides to accept the new customer account, which decision is solely within the FRANCHISEE'S discretion, FRANCHISEE must either pay the Account Sales Fee in cash or execute a Promissory Note guaranteed by the Guarantors under this Agreement substantially in the form set forth in Exhibit III for the amount of the Account Sales Fee. The Promissory Note is payable without interest in eighteen (18) monthly installments, with the first installment due after the first full month FRANCHISEE has provided service to said new customer account. BUILDINGSTARS may withhold the monthly Promissory Note payments from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Section VI.D. below. A default under the Promissory Note shall also be deemed a default under this Agreement.

If FRANCHISEE is a Conversion Franchisee, the payment of the outstanding Account Sales Fee owed by FRANCHISEE under its On-Site Manager Program Franchise Agreement will be described in Exhibit II attached hereto.

3. In the event that FRANCHISEE finds its own new customer account and submits the proposal to said new Customer, which is accepted, FRANCHISEE is not required to pay an Account Sales Fee for said new customer account, unless BUILDINGSTARS has already been in contact with said new Customer.

D. Administration Fee. FRANCHISEE shall pay to BUILDINGSTARS monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), an Administration Fee equal five percent (5%) of the Gross Sales from the Business throughout the term of this Agreement. BUILDINGSTARS will withhold the Administration Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Section VI.D. below. No part of the Administration Fee is refundable.

E. Insurance Program Fee. If FRANCHISEE elects to participate in the insurance program developed for BUILDINGSTARS and its franchisees, FRANCHISEE shall pay to BUILDINGSTARS monthly (by the fifteenth (15<sup>th</sup>) day of the month following the month in which the sales were invoiced), an Insurance Program Fee. The Insurance Program Fee is currently three and one-half percent (3 ½%) of Gross Sales from the Business and is subject to change. BUILDINGSTARS will withhold the Insurance Program Fee from the amount of billings BUILDINGSTARS collects for the FRANCHISEE, as more fully described in Section VI.D below. No part of the Insurance Program Fee is refundable. BUILDINGSTARS makes this program available to qualified franchisees and will continue to do so in its sole discretion, but assumes no liability in connection therewith.

The cost of the Insurance Program Fee are subject to change. BUILDINGSTARS reserves the right to change, modify, or discontinue the Insurance Program at any time. FRANCHISEE further



reserves the right to terminate FRANCHISEE'S right to remain in the Insurance Program at any time upon prior written notice to FRANCHISEE, for any reason, including, but not limited to FRANCHISEE'S failure to comply with any of the terms of this Agreement.

F. Taxes. FRANCHISEE agrees to indemnify and/or reimburse BUILDINGSTARS and its Affiliates for all capital, gross receipts, sales, and other taxes and assessments imposed by any applicable state or local governmental authority as a result of the conduct of the Business or the license of any of BUILDINGSTARS or its Affiliates' intangible property to FRANCHISEE (whether required to be paid by BUILDINGSTARS or its Affiliates, withheld by FRANCHISEE or otherwise). FRANCHISEE's obligation to indemnify or reimburse BUILDINGSTARS or its Affiliates for these taxes does not extend to income-type taxes which a state or local government imposes on BUILDINGSTARS or its Affiliates' income.

G. Customer Development Fee. If during the term of this Agreement and within one year after termination, expiration or transfer of this Agreement, FRANCHISEE or any employee or affiliate of FRANCHISEE shall perform for any Customer services similar to those to be performed under this Agreement but performed outside of this Agreement, FRANCHISEE shall pay to BUILDINGSTARS a fee equal to 3 times the monthly amount agreed to be paid to FRANCHISEE, its employee or affiliate of FRANCHISEE, for such services.

## **V. TERM**

The term of this Agreement shall be for a period of five (5) years from the date of final execution, unless sooner terminated in accordance with this Agreement. If FRANCHISEE is in full compliance with the terms of this Agreement, FRANCHISEE shall have the right to renew for three (3) additional terms of five (5) years each, provided that FRANCHISEE is not in default under this Agreement at the time of each renewal, FRANCHISEE executes the most current franchise agreement being utilized by BUILDINGSTARS and FRANCHISEE pays BUILDINGSTARS a renewal fee of \$2,000. Notwithstanding the foregoing, BUILDINGSTARS may, in its discretion, refuse to renew the Franchise if FRANCHISEE has been notified of defaults (even if subsequently cured) under the Franchise Agreement more than two (2) times during the initial term or more than three (3) times during any renewal term, even if FRANCHISEE is not in default at the time of such renewal, or if FRANCHISEE has not been in full compliance with the Minimum Revenue Requirement. The then current franchise agreement may contain significantly different terms than this Agreement. On renewal, BUILDINGSTARS is under no obligation to provide FRANCHISEE with any new customer accounts. FRANCHISEE agrees to give BUILDINGSTARS not less than one hundred twenty (120) days written notice of its desire to renew the franchise, prior to the end of the initial term or the renewal term. In the event that BUILDINGSTARS elects not to renew, BUILDINGSTARS shall give FRANCHISEE written notice within ninety (90) days prior to the expiration of this Agreement.

Notwithstanding anything herein to the contrary, in the event that a new franchise agreement is not executed by both parties at the expiration of this Agreement or any renewal term and BUILDINGSTARS has not given FRANCHISEE notice of its intent not to renew, this Agreement shall continue in accordance with its terms on a month-to-month basis with either party having the right to terminate on thirty (30) days prior written notice to the other party.

## **VI. OBLIGATIONS OF BUILDINGSTARS**

A. Initial Training. BUILDINGSTARS will provide an initial training program for the operation of the Business using the System and Marks for one of the Principal Owners and one other person. The initial training program is furnished after this Agreement is executed and prior to the opening

of the Business and will be furnished at such time and place as BUILDINGSTARS may designate. FRANCHISEE shall pay all transportation, lodging, meals and other expenses incurred by it and its employees in attending this program. If FRANCHISEE'S Principal Owner does not satisfactorily complete the training program, BUILDINGSTARS shall have the right to terminate this Agreement. Satisfactory completion of the training program is, however, no assurance of the success of the Business.

B. Refresher Training. BUILDINGSTARS may provide additional or refresher training programs from time to time at a place and time as may be designated by BUILDINGSTARS. FRANCHISEE shall pay all transportation, lodging, meals and other expenses incurred by it and its employees in attending such programs and BUILDINGSTARS shall have the right to charge a reasonable fee for such refresher training programs.

C. Continuing Advisory Assistance. BUILDINGSTARS will make available such continuing advisory assistance in the operation of the franchise, rendered in such manner and available from time to time, as BUILDINGSTARS may deem appropriate. BUILDINGSTARS reserves the right to charge a reasonable fee for such assistance as well as to be compensated for any travel expenses including but not limited to transportation, lodging, meals and other expenses BUILDINGSTARS' employees incur providing such Advisory Assistance.

D. Management Services BUILDINGSTARS will provide FRANCHISEE with billing and collection services on its behalf. However, BUILDINGSTARS is not responsible if the Customer fails to pay nor is BUILDINGSTARS required to commence any further action other than as set forth herein if they do not pay. FRANCHISEE is responsible for any and all collection activities if a Customer is delinquent in payment.

a. Authorization to BUILDINGSTARS. FRANCHISEE hereby authorizes BUILDINGSTARS to bill each Customer on a scheduled basis, accept payments from customer accounts, collect accounts receivable, and maintain revenue records. BUILDINGSTARS will provide Customer imprinted invoices, envelopes and postage. In addition, BUILDINGSTARS will provide ongoing phone contact and reminder notices, both mailed and faxed to delinquent Customers on a monthly basis. Once a month BUILDINGSTARS will provide FRANCHISEE a Monthly Revenue Statement. FRANCHISEE hereby authorizes BUILDINGSTARS to collect cash and other forms of payment from accounts to which FRANCHISEE has rendered services or products, endorse FRANCHISEE'S name on and deposit checks, sign its name on liens, and take any other action necessary to carry out the terms of this Agreement.

FRANCHISEE further authorizes BUILDINGSTARS to deduct from payments BUILDINGSTARS collects from the Customers the fees described in Sections III and IV of this Agreement and any other amounts due to BUILDINGSTARS, any authorized insurance payments, and any out of pocket costs (including but not limited to attorney's fees and court costs) incurred by BUILDINGSTARS in enforcing payment of accounts by Customers, FRANCHISEE or FRANCHISEE'S guarantors. BUILDINGSTARS will collect all payments actually received and disburse the amount due to FRANCHISEE in accordance with the procedures set forth in the Confidential Operations Manual.

b. Collections. FRANCHISEE must pay for all reasonable attorneys' fees, court costs, expenses, and out-of-pocket costs incurred to enforce collection from Customers. If a Customer is delinquent in payment, FRANCHISEE is responsible for any and all collection activities. BUILDINGSTARS is not obligated to hire attorneys, commence litigation, or do any acts (other than to send scheduled statements) in order to enforce payment of accounts by Customers. The only collection activities BUILDINGSTARS is required to provide are ongoing phone contact and reminder notices both mailed and faxed to delinquent Customers on a monthly basis for such time as BUILDINGSTARS deems appropriate.

c. Application of Payments. FRANCHISEE agrees to immediately deliver to BUILDINGSTARS any and all money collected from its Customers.

d. Taxes. FRANCHISEE is and will continue to be responsible for complying with all local, state and federal tax requirements including but not limited to income tax, sales tax, use tax or any other tax required along with the proper reporting requirements.

E. Offering Period for Initial Customer Accounts. BUILDINGSTARS shall offer FRANCHISEE initial customer accounts totaling at least Ten Thousand Dollars (\$10,000). The period of time in which BUILDINGSTARS will offer FRANCHISEE the initial customer accounts is called the “Initial Customer Accounts Offering Period” or “ICA Offering Period” and it begins with the start of operations as described in Section VII.A. The ICA Offering Period will be ninety (90) days for the first \$3,000 in Contract Revenue and an additional 30-day period for each additional \$1,000 in Monthly Contract Revenue.

FRANCHISEE will then follow the procedure set forth in the Confidential Operations Manual for accepting or rejecting said customer accounts. Once BUILDINGSTARS has offered FRANCHISEE customer accounts in the total amount requested by FRANCHISEE which corresponds to the Initial Franchise Fee paid by FRANCHISEE, regardless of whether the FRANCHISEE accepts these accounts, BUILDINGSTARS’ obligations to provide initial customer accounts as provided for herein shall be deemed satisfied.

Notwithstanding anything herein to the contrary, if FRANCHISEE is converting its franchise from an On-Site Manager Program franchise, any customer accounts which FRANCHISEE continues to service from the On-Site Manager Program will be applied to fulfill the Monthly Contract Revenue which FRANCHISEE has chosen.

F. New Customer Accounts. BUILDINGSTARS may offer new customer accounts or increase the existing customer accounts to FRANCHISEE if FRANCHISEE is in full compliance with the terms of this Agreement. FRANCHISEE acknowledges that BUILDINGSTARS has no obligation to offer new customer accounts or increase an existing customer account. If BUILDINGSTARS offers FRANCHISEE a new customer account, FRANCHISEE must follow the procedures set forth in the Confidential Operations Manual for rejecting or accepting the customer account and pay an Account Sales Fee as set forth herein. FRANCHISEE is under no obligation to accept any customer accounts.

FRANCHISEE may request new customer accounts and pay the Account Sales Fee which is described in Section IV.C above. BUILDINGSTARS will use its best efforts to provide the new customer accounts within ninety (90) days of the submission of the request and payment by FRANCHISEE as provided above and BUILDINGSTARS will have additional thirty (30) day periods after the initial ninety (90) days to provide the new customer accounts for each additional \$1,000 of new customer accounts (“New Customer Accounts Offering Period” or “NCA Offering Period”). For Example:

Monthly Contract Revenue	NCA Offering Period (begins at the submission of Request for New Customer Accounts)
\$1,000	90 days
\$2,000	120 days
\$3,000	150 days

For all new customer accounts, FRANCHISEE has a thirty (30) day trial period. Within said thirty (30) day period, if FRANCHISEE does not want to accept the new customer account, FRANCHISEE must do the following: (i) give BUILDINGSTARS notice in writing of its intent to cancel said account no later than the 30<sup>th</sup> day after FRANCHISEE begins servicing the new customer account; and (ii) continue to service the new customer account until it can be transferred to another franchisee to the satisfaction of BUILDINGSTARS and new Customer. Upon the successful transfer of the new customer account to another franchisee, BUILDINGSTARS will credit FRANCHISEE'S next Monthly Revenue Statement in the amount of the Account Sales Fee which FRANCHISEE has paid for said new customer account and BUILDINGSTARS will cancel the Promissory Note for said Account Sales Fee.

Notwithstanding anything herein to the contrary, FRANCHISEE does not have the right to cease servicing a new customer account if any of the following conditions exist: (i) FRANCHISEE is not in full compliance with the terms of this Franchise Agreement; (ii) FRANCHISEE has not properly serviced (in a professional, timely and efficient manner) said new customer account; or (iii) BUILDINGSTARS has received any reports of missed cleanings, theft, low quality service or a request of a change in franchisee from the new Customer.

G. Inspections of Customer Premises. BUILDINGSTARS may make periodic quality control and Customer relations visits to each customer account location of FRANCHISEE.

H. Discontinue Right to Customer Account. BUILDINGSTARS retains the right to discontinue allowing FRANCHISEE to service a Customer Account at any time if BUILDINGSTARS, in its sole discretion, determines that FRANCHISEE is not adequately servicing the customer account. Factors which BUILDINGSTARS considers include, but are not limited to the following: Customer complaints, unresponsiveness to Customer or BUILDINGSTARS, allegations by Customer of theft or breakage, lateness or failure to complete the job in a professional manner. In such event, BUILDINGSTARS does not have any obligation to replace said Customer Account with another.

I. Right to Audit. BUILDINGSTARS may, from time to time, cause one or more complete audits to be made of the affairs and records relating to the operations of the Business. Upon request by BUILDINGSTARS, FRANCHISEE shall make such books, records and information available to BUILDINGSTARS or its designated representative at all reasonable times for review and audit by BUILDINGSTARS at FRANCHISEE'S place of business. If it is found that FRANCHISEE under-reported Gross Sales, FRANCHISEE will reimburse BUILDINGSTARS for the amount of the Account Sales Fees, Administration Fees, Royalty Fees, and Insurance Program Fees, if applicable, that would have been billed had billings been reported accurately, plus interest on those amounts at the rate of the lesser of one and one-half percent (1-1/2%) per month or the maximum legal rate in the jurisdiction where the Business is located. In addition, in the event that an audit by BUILDINGSTARS results in a determination that any or all of the Account Sales Fee, Administration Fees, Royalty Fees and Insurance Program Fees, if applicable, paid to BUILDINGSTARS are deficient (underpaid) by more than two percent (2%), the FRANCHISEE shall promptly pay to BUILDINGSTARS any amounts shown to be due and all costs and expenses incurred by BUILDINGSTARS in conducting the subsequent audit to determine that the FRANCHISEE is reporting correctly (not the audit which disclosed the original deficiency), including salaries of BUILDINGSTARS' representatives, travel costs, room and board and audit fees. Nothing contained herein shall constitute an agreement by BUILDINGSTARS to accept any payments after the same are due or commitment by BUILDINGSTARS to extend credit to or otherwise finance the FRANCHISEE'S operation of the Business. The obligations of this provision survive termination or expiration of the Agreement.

J. Replacement of Customer Accounts. So long as FRANCHISEE is in compliance with the Franchise Agreement, BUILDINGSTARS will replace any initial customer account or new customer

account upon the occurrence of any of the following events, if any such event occurs within the first six (6) months from the date FRANCHISEE began servicing the lost Customer:

1. The Customer ceases to do business or is insolvent or bankrupt; or
2. The Customer moves outside of the Territory.

In such event, BUILDINGSTARS will offer FRANCHISEE a new customer account or increase an existing customer account with Monthly Contract Revenue of at least an equal dollar amount to the lost account's Monthly Contract Revenue. FRANCHISEE will not be entitled to any refund or reduction in Account Sales Fees already paid. In addition, FRANCHISEE will be required to continue to pay on the outstanding Account Sales Fee due in accordance with the Promissory Note.

K. Customer Accounts and Billing and Collection Services. BUILDINGSTARS has subcontracted with its Affiliate, Buildingstars Operations, Inc., to provide all of the services relating to Customer Accounts which include billing and collection as set forth herein to FRANCHISEE on behalf of BUILDINGSTARS. BUILDINGSTARS reserves the right to modify, extend or discontinue said subcontract relationship at any time.

## **VII. OBLIGATIONS OF FRANCHISEE**

A. Business Opening. FRANCHISEE must begin operations of the Business within forty-five (45) days after the Principal Owner successfully completes the Initial Training Program. The FRANCHISEE is deemed to have begun operations of the Business when:

1. One of the Principal Owners of FRANCHISEE has successfully completed the Initial Training Program;
2. FRANCHISEE has all necessary licenses and permits;
3. FRANCHISEE has provided proof of insurance coverage as required herein;
4. FRANCHISEE has all necessary and required materials and supplies for the proper operation of the Business; and
5. FRANCHISEE is in full compliance with this Agreement.

B. Use of Marks and System. FRANCHISEE agrees not to adopt the name "Buildingstars" as part of its corporate name with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by BUILDINGSTARS to FRANCHISEE). FRANCHISEE agrees, during the term of this agreement, to operate, advertise and promote the Business under the name "Buildingstars" without prefix or suffix and to adopt and use the Marks and System licensed hereunder solely in the manner prescribed by BUILDINGSTARS. FRANCHISEE must file an assumed or fictitious name filing where required by applicable law and always use the words d/b/a after FRANCHISEE'S legal name.

C. Standards of Operation.

1. FRANCHISEE agrees to comply with BUILDINGSTARS' written policies, practices, procedures, regulations and standards, whether set forth in the Confidential Operations Manual

or in other materials supplied to FRANCHISEE by BUILDINGSTARS which may be changed or modified from time to time.

2. FRANCHISEE shall use all equipment, products and supplies in the operation of the Business that meet BUILDINGSTARS' standards and specifications as set forth in the Confidential Operations Manual.

3. FRANCHISEE shall continuously and prominently display the Marks in connection with the Business, and will not take or fail to take any action, the result of which might detract from the public image of BUILDINGSTARS, the Business, the System or the Marks. FRANCHISEE shall not display or permit to be displayed at the Business any business name or service not authorized hereunder.

4. FRANCHISEE shall at all times maintain minimum levels of inventory and supplies in the amount and type as may be directed by BUILDINGSTARS from time to time or as may be specified in the Confidential Operations Manual.

5. All of FRANCHISEE'S business dealings will be governed by the highest professional standards of honesty, integrity, fair dealing and ethical conduct. FRANCHISEE will do nothing that would tend to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of BUILDINGSTARS, its other franchisees and its Affiliates. FRANCHISEE shall pay when due all of its own obligations including but not limited to taxes whatsoever incurred with the purchase and operation of the Business.

6. FRANCHISEE shall at all times faithfully, honestly and diligently perform the obligations hereunder, use its best efforts to promote and enhance the Business, and shall not engage in any business or other activity that will conflict with the FRANCHISEE'S obligations hereunder. FRANCHISEE or its Principal Owner agrees to participate personally in the direct operation of the Business on a full-time basis.

7. FRANCHISEE agrees to and shall take all steps as are necessary to ensure that its employees treat all Customers fairly and provide services hereunder in an honest, ethical, and nondiscriminatory manner. Further, FRANCHISEE shall not withhold any material information from its Customers or attempt to sell any service to them that FRANCHISEE believes, in its good faith estimation, is not needed.

8. FRANCHISEE shall not advertise in a deceptive, misleading, or unethical manner; shall only make those promises, representations, and guarantees to Customers, and others at the Business authorized by BUILDINGSTARS; preserve good Customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as BUILDINGSTARS may establish from time to time in the Confidential Operations Manual.

9. FRANCHISEE recognizes that it is not permitted to use the System or Marks in connection with the sale of any products or services other than the cleaning business. If a Customer requests that FRANCHISEE render any services or sell any products that are not of the type that is normally rendered in connection with the System, FRANCHISEE must first notify BUILDINGSTARS and obtain approval from BUILDINGSTARS. BUILDINGSTARS will not unreasonably object to FRANCHISEE'S request provided that the services do not interfere with the services that FRANCHISEE renders in connection with the franchise, the services and products are in no way associated with the Marks and System, FRANCHISEE is capable of providing the products and services in a good and workmanlike manner, and the Customer is fully apprised that the services or products are not being rendered in connection with the franchise. BUILDINGSTARS retains the right to object to any future

requests and the failure to object to any request shall not prohibit BUILDINGSTARS from objecting to any future requests.

10. In the event that FRANCHISEE wishes to advertise its Business, FRANCHISEE must submit all of its own advertising and sale promotion materials (including Internet advertising) to BUILDINGSTARS for prior consent. If BUILDINGSTARS does not consent to the advertising within 20 days after receipt of the advertising, said advertising is deemed acceptable. FRANCHISEE shall not advertise or use in advertising or other form of promotion, the Marks without the appropriate copyright, trademark, and service mark registration symbols for those marks which are registered and without BUILDINGSTARS' consent.

D. Licensure; Compliance with Laws. At all times FRANCHISEE shall comply with all federal, state, municipal, and local laws, rules, regulations, ordinances, and codes applicable and related to this Agreement, the Business, and all aspects of the conduct of the Business including but not limited to the Americans with Disabilities Act ("ADA") and OSHA in all respects, and nothing contained herein or in the Confidential Operations Manual shall be construed as or implied as imposing any obligation on BUILDINGSTARS or its Affiliates in relation to the ADA or OSHA. FRANCHISEE shall obtain all licenses and permits required by any applicable federal, state, municipal, and local law, rule, regulation ordinance and code. FRANCHISEE shall make timely filings of all tax returns and shall pay when due all taxes levied or assessed on, and related to this Agreement and the Business. At no time is BUILDINGSTARS required to inform FRANCHISEE of any federal, state, municipal, or local law, rule, regulation, ordinance code, or tax.

E. Insurance. FRANCHISEE must purchase and continuously maintain during the term of this Agreement at a minimum, the insurance coverages that BUILDINGSTARS requires and must furnish to BUILDINGSTARS evidence of such insurance as BUILDINGSTARS shall reasonably request, together with information concerning claims and losses under such insurance. All policies of insurance required to be provided and maintained by FRANCHISEE by this Agreement must name BUILDINGSTARS, and its designated Affiliates and their successors and assigns as additional insureds (without obligation to pay the premium or any deductible amounts, all of which will be paid by FRANCHISEE), and must be carried with such responsible insurance companies and be in such form as is reasonably satisfactory to BUILDINGSTARS. BUILDINGSTARS has the right to require FRANCHISEE to increase the types and amounts of insurance coverage as BUILDINGSTARS may, in its sole discretion, reasonably require. Note that the insurance required by BUILDINGSTARS is the minimum insurance requirements and FRANCHISEE should consult with its own insurance agent to determine if the kinds and amounts of coverage are adequate to protect FRANCHISEE'S interests. BUILDINGSTARS makes no representation, express or implied, that the policies and amounts are sufficient for FRANCHISEE'S needs. BUILDINGSTARS may, in its sole option and from time to time, make insurance coverage available to FRANCHISEE. If FRANCHISEE is eligible and wishes to participate in such insurance coverage, FRANCHISEE will be required to pay an Insurance Program Fee that is described in Section IV.E above.

If FRANCHISEE fails to obtain or maintain adequate insurance, BUILDINGSTARS may, in its sole discretion, obtain insurance for FRANCHISEE in FRANCHISEE'S name and FRANCHISEE shall reimburse BUILDINGSTARS for the costs of obtaining said insurance. In addition, BUILDINGSTARS may charge FRANCHISEE \$100 for the first day and \$25 a day for each additional day FRANCHISEE does not have at least the minimum amount of insurance BUILDINGSTARS requires. Regardless of the insurance amounts BUILDINGSTARS requires, it shall be the responsibility of FRANCHISEE to maintain adequate insurance coverage at all times during the term of and after the expiration of this Agreement. Failure of FRANCHISEE to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement.

F. Cooperation for Financial Performance Representations. FRANCHISEE shall maintain its books and records in accordance with generally accepted accounting principles, consistently applied. If BUILDINGSTARS at any time desires to utilize a financial performance representation or similar document in connection with the sale of franchises, FRANCHISEE agrees to provide BUILDINGSTARS, at no cost, with such reasonable information as BUILDINGSTARS requires from FRANCHISEE in order to properly prepare such documents, and shall permit BUILDINGSTARS to utilize such information as it deems necessary.

G. Innovations. All ideas, concepts, techniques or materials concerning the Business, whether or not protectable intellectual property and whether created by FRANCHISEE or its owners or employees, must be promptly disclosed to BUILDINGSTARS and will be deemed to be BUILDINGSTARS' sole and exclusive property, part of the System, and works made-for-hire for BUILDINGSTARS. To the extent any item does not qualify as a "work made-for-hire" for BUILDINGSTARS, FRANCHISEE must assign ownership of that item and all related rights to that item, to BUILDINGSTARS and must take whatever action (including signing assignments or other documents) BUILDINGSTARS requests to show BUILDINGSTARS' ownership or help BUILDINGSTARS obtain intellectual property rights in the item. However, if this provision is found to be invalid or unenforceable, FRANCHISEE grants to BUILDINGSTARS a worldwide, perpetual, non-exclusive and fully paid license to use and sublicense the use of the ideas, concepts, techniques or materials.

H. Financial Records and Reports. FRANCHISEE agrees to furnish to BUILDINGSTARS financial reports as shall be requested by BUILDINGSTARS from time to time pursuant to or in connection with this Agreement or as specified in the Confidential Operations Manual. FRANCHISEE shall establish a business checking account and will continue to maintain a business checking account throughout the term of this Agreement.

I. Minimum Revenue Requirement. Commencing as of the 13<sup>th</sup> month of FRANCHISEE operating the Business, FRANCHISEE must generate at least \$20,000 in Monthly Contract Revenue each month for the remainder of the term of this Agreement (the "Minimum Revenue Requirement"). If FRANCHISEE fails to generate the Minimum Revenue Requirement in any applicable month, then in addition to all other rights and remedies available to BUILDINGSTARS, BUILDINGSTARS may modify FRANCHISEE'S Area or terminate this Agreement, without granting FRANCHISEE an opportunity to cure.

## **VIII. PROPRIETARY MARKS**

A. Right to Use Marks. FRANCHISEE acknowledges that "Buildingstars" is a valid service and/or trademark, which is licensed to BUILDINGSTARS. FRANCHISEE recognizes that valuable goodwill is attached to the Marks, and that it will use the same only in the manner and to the extent specifically licensed by this Agreement. Any goodwill arising out of FRANCHISEE'S use of the Marks inures to the benefit of BUILDINGSTARS and BUILDINGSTARS' Affiliates. FRANCHISEE further acknowledges that the right to use said Marks and the grant contained in this Agreement is nonexclusive, and that BUILDINGSTARS and/or its Affiliates, in their sole discretion, have the right themselves to operate businesses under said Marks on any terms and conditions BUILDINGSTARS deems fit. Any unauthorized use of the Marks by the FRANCHISEE in any medium whatsoever is a breach of this Agreement and an infringement of the rights of BUILDINGSTARS. FRANCHISEE agrees that the unauthorized use of the Marks will constitute irreparable harm to BUILDINGSTARS, and FRANCHISEE expressly waives any requirement that BUILDINGSTARS post security in order to obtain injunctive relief in connection with such use. All provisions of this Agreement applicable to the Marks



apply to any additional trademarks, service marks, and commercial symbols hereafter authorized for use by and licensed to the FRANCHISEE.

B. Contest of Marks. FRANCHISEE will not directly or indirectly contest or aid in contesting the validity or ownership of the Marks, trade secrets, methods, procedures and advertising techniques which are part of the System, or contest BUILDINGSTARS and BUILDINGSTARS' Affiliates' right to register, use or license others to use such names and Marks, trade secrets, methods, procedures and techniques. FRANCHISEE will not at any time (whether during the term of this Agreement or after expiration or termination thereof) directly or indirectly commit an act of infringement. FRANCHISEE agrees to promptly notify BUILDINGSTARS of any claim, demand, or suit based upon or arising from any attempt by anyone else to use the Marks, or any colorable variation thereof. BUILDINGSTARS or BUILDINGSTARS' Affiliates shall have the sole discretion to determine if they will defend the use of the Marks, and they are not obligated to defend the Marks. BUILDINGSTARS or BUILDINGSTARS' Affiliates have the right to control any administrative proceeding or litigation involving the Marks. FRANCHISEE shall execute any and all instruments and documents, render assistance, and do such acts as may, in the opinion of BUILDINGSTARS' counsel, be necessary or advisable to protect the interests of BUILDINGSTARS or its Affiliates in any such litigation, or proceedings, or to otherwise protect and maintain the interest of BUILDINGSTARS or its Affiliates in the Marks.

C. Change of Marks. BUILDINGSTARS shall have the right to change the Marks to be used by FRANCHISEE at any time and for any reason it deems appropriate. FRANCHISEE shall pay the costs associated with such change and shall make such necessary changes promptly.

## **IX. TRADE SECRETS AND CONFIDENTIAL INFORMATION**

FRANCHISEE shall not, during the term of this Agreement, or after the Transfer, termination or expiration, communicate or divulge to anyone, any information or knowledge concerning the products, services, standards, procedures, techniques, sales information, profit margins, marketing procedures, expansion plans, Customers, rates, fees and terms, databases, or such other information that gives BUILDINGSTARS' Affiliate, BUILDINGSTARS and FRANCHISEE a competitive advantage over those who do not know it, and other information or material which BUILDINGSTARS may designate as confidential, nor shall FRANCHISEE disclose or divulge in whole or in part any trade secrets or operating procedures of BUILDINGSTARS or its Affiliates, Customer lists, Customer contracts, sales and promotional information, employee lists, supplier and vendor information, information regarding real property management companies or commercial real estate owners affiliated with or related to any Customer, customer account, or any commercial real estate for which BUILDINGSTARS, its Affiliates, FRANCHISEE or any other franchisee has provided commercial cleaning services; pricing information; financial information furnished or disclosed to FRANCHISEE by BUILDINGSTARS or its Affiliates and any other information with respect to BUILDINGSTARS, unless such information is generally known and in the public domain, and except to the extent necessary to operate the Business (“**Confidential Information**”). FRANCHISEE will exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all trade secrets and proprietary rights during and after the term of this Agreement and will endeavor to insure that its employees will also comply.

## **X. NON-COMPETITION AND NON-SOLICITATION**

A. Non-Competition. During the term of this Agreement and for a period of two (2) years after the expiration, Transfer or termination of this Agreement for any reason, FRANCHISEE will not directly or indirectly, by itself or through corporations, partnerships, trusts, associations, joint ventures, limited liability companies, or other entities or otherwise perform any services for, engage in or acquire,

be an employee of, have any financial interest in, loan money to, or have any interest based on profits or revenues of, any cleaning service business or janitorial business within the Area or within any 10 mile area where BUILDINGSTARS or any Affiliate, franchisee or licensee of BUILDINGSTARS is operating.

B. Non-Solicitation.

1. FRANCHISEE agrees that during the term of this Agreement and for one (1) year after the Transfer, expiration or termination for any reason of this Agreement or the entry of a final order of a court of competent jurisdiction enforcing this covenant, whichever is later, FRANCHISEE and any of its relatives, or associates, shall not, directly or indirectly, for FRANCHISEE or for any other person or entity (except BUILDINGSTARS):

a. Provide or attempt to provide (or others of the opportunity to provide), directly or indirectly, any Services to any Customer for which FRANCHISEE has rendered services under this Agreement or to which FRANCHISEE has been introduced by or about which FRANCHISEE has received information by being a Buildingstars franchisee.

b. In the event that there is a breach of this provision, Franchisee shall pay BUILDINGSTARS a fee equal to 3 times the monthly amount agreed to be paid by the Customer for the Services.

2. FRANCHISEE agrees that during the term of this Agreement and for one (1) year after the Transfer, expiration or termination for any reason of this Agreement or the entry of a final order of a court of competent jurisdiction enforcing this covenant, whichever is later, FRANCHISEE and any of its relatives, or associates, shall not, directly or indirectly, for FRANCHISEE or for any other person or entity (except BUILDINGSTARS):

a. Contact, solicit, attempt to contact or solicit, or participate or aid with the contact or solicitation of or provide or attempt to provide (or advise others of the opportunity to provide directly or indirectly any cleaning or janitorial services to any Customer for any reason other than providing services pursuant to this Agreement, including but not limited to notifying any Customer of FRANCHISEE'S new affiliation or employment;

b. Contact or solicit, attempt to contact or solicit, or participate or aid in the contact or solicitation of, any Service Provider for the purpose of inducing or encouraging him, her or it to terminate or materially alter their employment, engagement, franchise relationship or other business relationship with BUILDINGSTARS, any Affiliate, or other franchisee;

c. Do or take any action to circumvent or otherwise attempt to take away or interfere with or jeopardize the business relationship between the Customer and BUILDINGSTARS. FRANCHISEE acknowledges and agrees any interference with the Customer's business or the relationship between BUILDINGSTARS and Customers is in direct violation of this provision.

C. Reasonableness of Restrictions. BUILDINGSTARS intends to restrict the activities of the FRANCHISEE under Sections IX and X of this Agreement only to the extent necessary for the protection of BUILDINGSTARS' legitimate business interests. For the sake of clarity, nothing herein is to restrict FRANCHISEE from providing janitorial/cleaning services to any entity or person that is not a Customer; provided however, that the foregoing shall not alter FRANCHISEE's obligations, including but not limited to Section IX above, under this Agreement. The foregoing covenants shall be construed as severable and independent and shall be interpreted and applied consistent with the requirements of

reasonableness and equity. In the event a court of competent jurisdiction shall determine the business, time, or geographic limitations contained in this Agreement are illegal, invalid or unenforceable, then, the court so holding shall reduce the limitation necessary to render such restriction enforceable by such court. BUILDINGSTARS shall have the right to reduce the scope of any covenant contained in Sections IX and X, without FRANCHISEE'S consent, effective immediately upon receipt by FRANCHISEE of written notice thereof; and FRANCHISEE shall comply with any covenant as so modified. In addition to any other remedies available at law or equity, BUILDINGSTARS shall have the right to injunctive relief for a violation or threatened violation of the foregoing. FRANCHISEE acknowledges that the restrictions imposed in this Section are reasonable and their enforcement will not cause an undue burden upon FRANCHISEE'S ability to earn a livelihood.

The terms of this Section X are assignable by BUILDINGSTARS and shall inure to the benefit of BUILDINGSTARS, as well as its successors and assigns. In the event of any assignment, sale, merger or change in ownership or structure of BUILDINGSTARS, the resulting entity shall step into the place of BUILDINGSTARS, without any additional consent of or notice to FRANCHISEE, as if the term BUILDINGSTARS were defined in this Agreement to include such entity

## **XI. DEFAULT AND TERMINATION**

### **A. Termination by BUILDINGSTARS.**

1. 30 Day Opportunity to Cure BUILDINGSTARS may at its option, and without prejudice to any other rights or remedies provided for in this Agreement or at law or in equity, terminate this Agreement for "good cause". (Provided that state law permits BUILDINGSTARS to terminate earlier if the "good cause" constitutes a default which is not curable). Without limitation as to other situations, good cause for termination also exists if FRANCHISEE or any guarantor of this Agreement:

(1) Does not perform any and all of the lawful terms, conditions, and obligations of this Agreement, or the Confidential Operations Manual; or

(2) Commits any other act which constitutes good cause under applicable state law or court decisions; or

(3) Engages in any illegal, fraudulent, unfair or deceptive business practice, which, in the opinion of BUILDINGSTARS, adversely affects the operation, maintenance, or goodwill of the franchise; or

(4) Fails to operate the Business for a period of three (3) consecutive days without justifiable cause; or

(5) Diverts or collects any fees from Customers in violation of Section VI.D, above which provide that Customer billings and collections are to be done by BUILDINGSTARS; or

(6) Fails to properly service Customers in accordance with BUILDINGSTARS' standards and within the spirit and intent of this Agreement. (By way of illustration and not limitation, a failure to properly service Customers will occur if at least three Customer complaints are made regarding the services rendered by the Business within any consecutive ninety day period because of dissatisfaction with services provided by the Business.)

Subject to applicable law and except as otherwise provided in this Agreement, BUILDINGSTARS will give the FRANCHISEE at least ninety (90) days prior written notice of

termination, [unless a longer period of time is required or shorter period of time is permitted by applicable state law]. The notice shall state the reason(s) for termination and shall provide that the FRANCHISEE has thirty (30) days from the date of said notice to correct any claimed deficiency. If the deficiency is corrected within thirty (30) days, the notice shall be void. If the deficiency is not corrected within said thirty (30) day period, BUILDINGSTARS may terminate this Agreement ninety (90) days after the date the original written notice of default was given to FRANCHISEE.

2. 10 Day Opportunity to Cure BUILDINGSTARS may also terminate this Agreement for nonpayment of sums due to BUILDINGSTARS or BUILDINGSTARS' Affiliates or suppliers; or failure of FRANCHISEE to open the Business in accordance with the time periods specified in this Agreement. If termination is based on the foregoing, the FRANCHISEE shall be entitled to written notice of default, but BUILDINGSTARS shall [if permitted by applicable law] only be required to grant FRANCHISEE ten (10) days to remedy such default. If not cured within the applicable period, BUILDINGSTARS shall have the right to terminate this Franchise Agreement to be effective no less than ninety (90) days after the original notice.

3. Without Opportunity to Cure. Notwithstanding anything contained herein to the contrary, if state law permits, BUILDINGSTARS shall be permitted to terminate the franchise immediately upon notice when the basis or grounds for cancellation is: (a) FRANCHISEE or its owners are convicted of a felony or any other criminal misconduct which materially and adversely affects the operation, maintenance, reputation, or goodwill of the franchise; (b) fraudulent activity which materially and adversely affects the operation, maintenance, reputation, or goodwill of the franchise; (c) abandonment of the franchise; (d) bankruptcy or insolvency of the FRANCHISEE; (e) the giving of more than two (2) no account or insufficient funds checks within a twelve-month period; or (f) failing to generate the Minimum Revenue Requirement in any month; or (g) any other act or omission which permits termination without notice and/or an opportunity to cure under applicable state law.

B. Termination by FRANCHISEE. FRANCHISEE must notify BUILDINGSTARS in writing of any failure of BUILDINGSTARS to perform any of BUILDINGSTARS' obligations pursuant to this Agreement. FRANCHISEE may terminate this Agreement if BUILDINGSTARS shall materially default in performance of any terms and conditions in this Agreement, after giving BUILDINGSTARS written notice within thirty (30) days thereof, and if the default has not been corrected within sixty (60) days thereafter.

C. Consequences of Termination. Upon termination or expiration of this Agreement, for any reason whatsoever, all of FRANCHISEE'S rights hereunder shall terminate. FRANCHISEE shall immediately thereafter discontinue use of all Marks, signs, colors, structures, printed goods and forms of advertising indicative of BUILDINGSTARS' business and return any copyrighted materials which have been provided to FRANCHISEE by BUILDINGSTARS, and if BUILDINGSTARS requests, shall assign its telephone numbers to BUILDINGSTARS and execute any and all documents necessary to do so. Further, FRANCHISEE shall pay all amounts due to BUILDINGSTARS, BUILDINGSTARS' Affiliates, and suppliers. Further, FRANCHISEE agrees to return any and all materials which contain Confidential Information in whatever form, including but not limited to the Confidential Operation Manual, to BUILDINGSTARS immediately. FRANCHISEE'S obligations regarding Trade Secrets and Confidential Information and Non-Solicitation and Non-Competition shall remain in full force and effect in accordance with their terms, notwithstanding such termination.

FRANCHISEE will immediately cease providing services to all Customers and forfeit all rights it has to the customer accounts. Upon request of BUILDINGSTARS, FRANCHISEE will assign to BUILDINGSTARS any or all of FRANCHISEE'S customer contracts and BUILDINGSTARS will have the right to either service the accounts or assign the servicing of the accounts to others. At no such time

will FRANCHISEE terminate a written contract until proper notice has been given to BUILDINGSTARS prior to termination.

## **XII. CONFIDENTIAL OPERATIONS MANUAL**

BUILDINGSTARS shall loan FRANCHISEE for the duration of this Agreement and any renewal one (1) copy of the Confidential Operations Manual (the “Manual”), which may cover such items as general business methods, merchandising, financial reporting requirements, confidentiality agreements, plans and specification requirements, approved suppliers, etc. The Manual will constitute a confidential trade secret of BUILDINGSTARS and shall remain the property of BUILDINGSTARS. The Manual cannot be photocopied, reproduced, or disseminated without BUILDINGSTARS’ written consent. FRANCHISEE shall at all times insure that its copy of the Manual is kept current and up-to-date; and, in the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by BUILDINGSTARS shall be controlling. Upon termination or expiration of this Agreement, FRANCHISEE shall return the copy of the Manual to BUILDINGSTARS. FRANCHISEE agrees that it shall strictly comply with all of the mandatory requirements in the Manual and such compliance is an essential part of its obligations under this Agreement. FRANCHISEE shall at all times be responsible for ensuring that its employees and all other persons under its control comply with the mandatory portions of the Manual in all respects.

FRANCHISEE understands and agrees that due to changes in competitive circumstances, presently unforeseen changes in the needs of Customers, and/or presently unforeseen technological innovations, the System may need to undergo changes in order that it best serve the interests of the FRANCHISEE, BUILDINGSTARS and System. Subject to the other provisions of this Agreement, FRANCHISEE expressly agrees to abide by any such modifications, changes, additions, deletions and alterations including but not limited to the purchase of new and additional equipment and acknowledge that such modifications, changes, additions, deletions and alterations may require further expenditures by FRANCHISEE.

## **XIII. TRANSFERABILITY OF INTEREST**

A. By BUILDINGSTARS. BUILDINGSTARS is free to assign any or all of its rights and obligations under this Agreement, and upon such assignment BUILDINGSTARS shall be relieved of any of the obligations under this Agreement so assigned, and all rights and obligations shall accrue to the successor or assignee.

B. By FRANCHISEE. BUILDINGSTARS has the right to reasonably disapprove any person or entity would have actual, legal or effective control over the Business and shall have the right to approve any Transfer. Consent to a Transfer shall not be deemed a waiver of BUILDINGSTARS’ right to consent to any subsequent Transfers. BUILDINGSTARS will approve a sale, Transfer or change in ownership under the following conditions:

1. Governmental Compliance. The Transfer is conducted in compliance with applicable laws and regulations and the transferee has all permits and licenses necessary to operate the Business;
2. Prior Compliance. The FRANCHISEE has performed its obligations and duties under this Agreement and FRANCHISEE is not in default under this Agreement, or any other agreement with BUILDINGSTARS;

3. Payments. The transferor has satisfied all of its monetary obligations to BUILDINGSTARS, BUILDINGSTARS' Affiliates and suppliers under this Agreement and all other agreements it has with BUILDINGSTARS;

4. Release. The FRANCHISEE, including all officers, directors and shareholders (as well as all guarantors under this Agreement) must execute a general release, in the form which we approve, of any and all claims against BUILDINGSTARS, BUILDINGSTARS' Affiliates, and their respective officers, directors, employees and agents;

5. Requirements of Transferee. The transferee meets the established standards for new franchisees, is of good moral character, has a good credit rating, sufficient financial resources to operate the business and competent qualifications. The transferee must execute a new Franchise Agreement with the standard terms and conditions then being offered in the FRANCHISEE'S state by BUILDINGSTARS and the owners must execute a personal guarantee. Notwithstanding anything herein to the contrary, under no circumstances will BUILDINGSTARS be obligated to replace any customer accounts that have been transferred pursuant to the Transfer of Interest.

6. Transfer Fee. The transferee pays a transfer fee of the lesser of: (i) \$4,000; or (ii) 10% of the total sales price of the Interest being transferred including any down payments or amounts financed in lieu of the Franchise Fee, but in no event will the transfer fee be less than \$1,500;

7. Assumption of Liabilities. The transferee agrees to assume all liabilities and obligations from the prior operation of the Business, including the lease, and complies with other reasonable requirements BUILDINGSTARS may impose;

8. Completion of Training and Experience of Transferee. The transferee and/or transferee's management team, including a designated manager, successfully complete the initial training program. In addition, BUILDINGSTARS can withhold consent if the transferee does not have adequate previous management experience, in BUILDINGSTARS' sole judgment, in order to fulfill the obligations of the FRANCHISEE;

9. Continuing Liability. If BUILDINGSTARS approves an assignment, BUILDINGSTARS shall have the discretion to require FRANCHISEE and the guarantors to remain liable for the full and faithful performance of the obligations of the assignee; and

10. Economically Reasonable Terms. Although BUILDINGSTARS will not be required to determine the value of business upon a Transfer, if in BUILDINGSTARS' reasonable judgment, the purchase price or terms of the sale are not economically feasible to the proposed assignee, BUILDINGSTARS can withhold its consent to such an assignment or Transfer. Further, BUILDINGSTARS may, in good faith, notify FRANCHISEE, stating the reasons that BUILDINGSTARS has elected to withhold approval of the proposed Transfer. Notwithstanding the foregoing, BUILDINGSTARS' approval of the Transfer shall not be deemed to imply or warrant that the purchase price or terms of sale are economically feasible, and BUILDINGSTARS hereby disclaims any responsibility for making any such determination.

C. Death or Incapacity of FRANCHISEE. FRANCHISEE, by will or other written instrument, may appoint a designated heir to continue operation of the Franchise Business, upon FRANCHISEE'S death. Said designated heir must meet the qualifications of paragraph XIII.B. No fee will be charged on a Transfer pursuant to this paragraph. The Transfer of the FRANCHISEE'S Interest in

this Agreement and in the Franchise Business to the FRANCHISEE'S heirs, personal representatives or conservators, as applicable, in the event of death or legal incapacity of the FRANCHISEE, shall not give rise to the BUILDINGSTARS' right of first refusal as set forth in paragraph XIII.D below, provided that the heirs, personal representatives or conservators, as applicable, meet BUILDINGSTARS' standards for new franchisees; execute the then-current form of Franchise Agreement; and, that a manager has, or within thirty days, shall have satisfactorily completed BUILDINGSTARS' Initial Training Program.

D. Right of First Refusal. Notwithstanding the foregoing, if FRANCHISEE receives a bona fide, executed, written offer to acquire an Interest from a responsible, fully disclosed purchaser, FRANCHISEE must submit a copy of the offer to BUILDINGSTARS. FRANCHISEE must also provide BUILDINGSTARS with any other information it requests to evaluate the offer. BUILDINGSTARS has the right, exercisable by delivering written notice to the FRANCHISEE within thirty (30) days from the date of last delivery to BUILDINGSTARS of the offer and any other documents requested by BUILDINGSTARS, to acquire the Interest for the price and on the terms and conditions contained in the offer. Regardless of the terms of the offer, however, BUILDINGSTARS may, in its discretion: substitute cash for any form of payment proposed in the offer; require the FRANCHISEE to include customary warranties and representations in the purchase agreement; and structure the transaction as an "asset purchase," rather than a "stock purchase." BUILDINGSTARS will not be obligated to pay any "finder's" or broker's fees that are a part of the proposed sale and shall not be obligated to comply with any part of the offer which directly or indirectly requires payment of any consideration other than a bona fide purchase price for the interest proposed to be transferred.

If BUILDINGSTARS declines to exercise its rights of first refusal, FRANCHISEE will have ninety (90) days after BUILDINGSTARS declines or the right expires, whichever first occurs, to sell the interest to said bona fide purchaser upon terms no more favorable than those offered to BUILDINGSTARS, subject to compliance with paragraph XIII.B. After said ninety (90) days, or if the prospective purchaser does not acquire the franchise, FRANCHISEE must again comply with this paragraph and give BUILDINGSTARS the first right to acquire the Interest prior to sale. The election by BUILDINGSTARS not to exercise its right of first refusal as to any offer shall not affect its right of first refusal as to any subsequent offer.

#### **XIV. INDEPENDENT CONTRACTOR/INDEMNIFICATION**

BUILDINGSTARS and FRANCHISEE are independent contractors, and no partnership, fiduciary, joint venture, or employment relationship exists between them, in any respect. FRANCHISEE shall conspicuously identify itself at the premises of the Business and in all dealings with the public as the owner of the business. BUILDINGSTARS shall not be involved in the day-to-day management or control of the Business. Neither BUILDINGSTARS nor FRANCHISEE shall make any agreements or representations in the name of or on behalf of the other that their relationship is other than franchisor and franchisee. Under no circumstances shall BUILDINGSTARS be liable for any act, omission, debt, or other obligation of FRANCHISEE.

To the fullest extent permitted by law, FRANCHISEE, for itself and its owners, employees, agents, officers, directors, members, managers, parents, subsidiaries, affiliates, successors and assigns ("Indemnitors"), agree, at their sole cost and expense, to indemnify, defend and hold harmless, and to reimburse on demand BUILDINGSTARS and all entities related to BUILDINGSTARS and their respective shareholders, directors, officers, members, managers, employees agents, partners, attorneys, licensees, affiliates successors and assigns ("Indemnified Parties") for and against any and all damages, losses, liabilities, bodily injury, property damage, obligations, penalties, fines, claims, litigation, demands, defenses, judgments, suit proceedings, administrative orders, consent agreements, costs, disbursements or expenses of any kind or any nature whatsoever, including without limitation, reasonable attorneys' and

expert fees and disbursements arising out of or related to or in any way arising out of the acts or omissions of any Indemnitor, including without limitation (i) any act or omission, negligent or otherwise, of the Indemnitors or anyone directly or indirectly employed by them or anyone for whom they may be liable relative to the Business; (ii) any breach by the Indemnitors of any term or provision of this Agreement; and (iii) the cost, including, but not limited to reasonable attorney's fees, of enforcing this indemnification provision. The obligations of Indemnitors are joint and several.

This indemnification shall not be construed to indemnify an Indemnified Party to the extent such indemnification is prohibited by law, including, an indemnification of any Indemnified Party from its own negligence, if prohibited by law. To the extent indemnification of any party hereunder would be prohibited by law, this provision shall not apply to such party with respect to such otherwise indemnifiable act but shall continue to be effective as to all other parties with respect to whom indemnification is not prohibited by applicable law.

## **XV. DISPUTE RESOLUTION**

A. Mediation. Before any party may bring an action in court for any controversy, dispute or claim between BUILDINGSTARS and FRANCHISEE arising from this Agreement or the franchise relationship set forth in this Agreement, the parties must first have a conference with each other to try to resolve the dispute. If this fails to bring about a resolution, the dispute will first be submitted to non-binding mediation (the "Mediation") in St. Louis County, Missouri unless the parties mutually agree to another location. The Mediation shall be conducted in accordance with then-current AAA mediation rules (the "AAA Mediation Rules") except to the extent the AAA Mediation Rules differ from the terms of this Agreement, in which event the terms of this Agreement shall be applied. Notwithstanding the foregoing, the mediation does not have to be conducted under the AAA. BUILDINGSTARS and FRANCHISEE will select the mediator. If the parties cannot agree on the selection of a mediator, the mediation shall be conducted through the AAA who will make the selection of mediator using their rules and guidelines. The cost of the Mediation, including the mediator's fee and expenses, shall be paid by the FRANCHISEE. All negotiations and mediation proceedings (including without limitation, discovery conducted therein, as well as all statements and settlement offers made by either party or the mediator in connection with the Mediation) shall be strictly confidential, shall be considered as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence, and shall not be admissible or otherwise used in connection with any court or arbitration proceeding for any purpose. The mediator may not be called as a witness in any court or arbitration proceeding for any purpose. If the parties, after a good faith effort to settle the dispute using Mediation, are unable to reach settlement, BUILDINGSTARS and FRANCHISEE agree that the dispute will be resolved according to the Sections below. Failure to submit the dispute to Mediation prior to commencing any litigation or arbitration proceeding shall be grounds for dismissal of the litigation or arbitration proceedings.

Notwithstanding the foregoing, the obligation of this Section to mediate will not be binding with respect to claims brought by BUILDINGSTARS and relating to BUILDINGSTARS's trademarks, service marks, patents, or copyrights, including the Marks; claims relating to any lease or sublease of any real property between the parties or their affiliated entities; or requests by BUILDINGSTARS for temporary restraining orders, preliminary injunctions, permanent injunctions or other proceedings in a court of competent jurisdiction to obtain interim or permanent relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual dispute between the parties.

B. Litigation. Except as otherwise provided in this Agreement, all controversies, disputes or claims between BUILDINGSTARS and FRANCHISEE arising from this Agreement or the franchise relationship set forth in this Agreement shall be filed in the Federal District Court in St. Louis, MO when



the grounds set forth in 28 U.S.C. § 1332 are present. Both parties and each guarantor of this Agreement irrevocably submit to the jurisdiction of this court and waive any objection to the application of Missouri law or to the jurisdiction or venue in this court. In the event that the above-referenced federal court does not have jurisdiction over the dispute, the parties shall submit to binding arbitration as provided below.

Notwithstanding the foregoing, any claims BUILDINGSTARS has relating to its trademarks, service marks, patents, or copyrights, including the Marks; claims relating to any lease or sublease of any real property between the parties or their affiliated entities; or requests by BUILDINGSTARS for temporary restraining orders, preliminary injunctions, permanent injunctions or other proceedings in a court of competent jurisdiction to obtain interim or permanent relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual dispute between the parties shall be brought in either federal or state courts in St. Louis County, MO. Both parties agree to submit to the jurisdiction of the state and federal court in St. Louis County, MO.

C. Arbitration. In the event that the federal court described above does not have subject matter jurisdiction over the dispute, the parties, subject to all other provisions above, will submit the dispute to binding arbitration conducted in St. Louis County, MO (unless the parties mutually agree otherwise). The arbitration proceeding will be conducted in accordance with the then current commercial arbitration rules of the American Arbitration Association (“AAA Rules”), except to the extent the AAA Rules differ from the terms of this Agreement, in which event the terms of this Agreement will apply. Notwithstanding the foregoing, the arbitration does not have to be conducted under the AAA. The arbitrator must be mutually selected by the parties and must have at least 5 years of substantial experience in franchise law. Each party will be limited to 25 document requests, 15 interrogatories and 1 deposition unless otherwise agreed to between the parties. For purposes of this Section, if any dispute that names, involves or includes BUILDINGSTARS, its respective affiliates, officers, directors, agents, brokers or employees, such persons or entities shall also be included in and made party to the arbitration proceeding to the extent such parties consent to proceeding forward in arbitration.

The arbitrator will have the right to award or include in his award any relief which he deems proper in the circumstances, including money damages (with interest on unpaid amounts from date due), specific performance, and attorneys’ fees and costs; however, the arbitrator will not be allowed to award or include in his award any punitive, exemplary, or consequential damages, to which the parties waive any right. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this Section, including but not limited to, any claim that all or any part of this Section is void or voidable. The award and decision of the arbitrator will be conclusive and binding upon all parties, and judgment upon the award may be entered in any court of competent jurisdiction; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; or (2) make any award which extends, modifies or suspends any lawful term of this Agreement. Each party waives any right to contest the validity or enforceability of the award of an arbitrator under this Section except to the extent permitted by applicable law. The arbitrator must submit a reasoned award and this award must be consistent with the terms of this Agreement. If the arbitrator’s award is not reasoned or not consistent with the terms of this Agreement, then notwithstanding the foregoing, BUILDINGSTARS may appeal the arbitration award in Federal or State Court. An arbitration award or decision entered in any other case (whether or not BUILDINGSTARS was a party) will not be binding on BUILDINGSTARS in any other dispute, will have no precedential value and cannot be used as evidence in any other proceeding.

The arbitrator will apply the provisions of any applicable statute of limitations. In connection with any arbitration proceeding, BUILDINGSTARS and FRANCHISEE will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any of these compulsory claims

which are not submitted or filed in the same proceeding in which they relate will be barred. This provision will continue in full force and effect subsequent to and notwithstanding the Transfer, or the termination or expiration of the term of this Agreement. Except as provided in subsection A. above, the arbitration will be conducted on an individual, not a class-wide basis. None of the parties to the arbitration will be entitled to consolidation of the arbitration proceedings with the proceedings of any third party, nor will the arbitrator or any court be empowered to order a consolidation of proceedings with any third party.

D. Dispute Resolution Fee. In the event that the FRANCHISEE or its guarantors have not complied with the provisions in this Section on Dispute Resolutions, FRANCHISEE shall reimburse BUILDINGSTARS for all of its expenses incurred in curing the FRANCHISEE's breach (including, without limitation, BUILDINGSTARS's attorneys' fees and costs related to dismissing and responding to any improperly filed claim) and pay the BUILDINGSTARS a Dispute Resolution Fee of \$50,000 ("Dispute Resolution Fee"). FRANCHISEE acknowledges and agrees that the BUILDINGSTARS will be damaged by such breach. FRANCHISEE agrees that a precise calculation of the full extent of the damages that BUILDINGSTARS will incur from the breach of the Dispute Resolution provisions of this Agreement are difficult to determine and all parties desire certainty in this matter and agree that the Dispute Resolution Fee provided herein is reasonable and constitute liquidated damages and not a penalty. BUILDINGSTARS has the right to collect these amounts in addition to exercising any and all other rights BUILDINGSTARS may have for non-compliance under this Agreement.

## **XVI. MISCELLANEOUS PROVISIONS**

A. Waiver. No waiver by BUILDINGSTARS of any default of the FRANCHISEE shall constitute a waiver of any other default and shall not preclude BUILDINGSTARS from thereafter requiring strict compliance with this Agreement.

B. Severability. Should any provision of this Agreement be construed or declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated. If any restriction contained in this Agreement is deemed too broad to be capable of enforcement, a court of competent jurisdiction is hereby authorized to modify or limit such restriction to the extent necessary to permit its enforcement. All covenants contained in this Agreement, including but not limited to those relating to non-solicitation and non-competition shall be interpreted and applied consistent with the requirements of reasonableness and equity.

C. Injunctive Relief. In the event of any breach or threatened breach of this Agreement by any party, the other party shall immediately be entitled to injunctive relief, in addition to any other remedies available to it, (including a temporary restraining order, preliminary injunction and specific performance) without showing or proving any actual damage sustained and shall not thereby be deemed to have elected its only remedy to the exclusion of others. If BUILDINGSTARS seeks injunctive relief, it shall not be required to post a bond.

D. Entire Agreement. This Agreement and all other written agreements related to this Agreement and expressly referenced in this Agreement, represent the entire understanding and agreement between the parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Agreement shall be of any force and effect; provided, however, that nothing in this or any related agreement is intended to disclaim BUILDINGSTARS' representations made in the franchise disclosure

document that was furnished to FRANCHISEE in connection with the offering to operate the Business. No amendment to this Agreement is binding unless executed in writing by both parties.

E. Representative Capacity. In all of their dealings with FRANCHISEE, the officers, directors, employees and agents of BUILDINGSTARS act only in their representative capacity for BUILDINGSTARS, and not in any individual capacity.

F. Notice. Whenever notice is required under the terms of this Agreement, it shall be given in writing and sent by registered or certified mail, or by personal delivery to FRANCHISEE'S address and to BUILDINGSTARS' office, or at such other address as designated in accordance with this Section. Receipt shall be deemed to have been made one (1) day after mailing or upon personal delivery, whichever first occurs.

G. Gender/Heading. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of the Agreement or any section, paragraph, or clause herein may require, as if such words had been fully and properly written in the appropriate number and gender. Headings and paragraph titles are for convenience of reference only and shall not define, limit, or extend the scope or intent of this Agreement or any provision thereof.

H. Governing Law and Jurisdiction. FRANCHISEE acknowledges that this Agreement was accepted in the State of Missouri. Except to the extent that this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 115 U.S.C. 1051), this Agreement will be governed, to the extent permissible, by the laws of the State of Missouri (without reference to its conflict of laws principles). If, however, any provision of this Agreement would not be enforceable under the laws of Missouri, and if the Business is located outside of Missouri and the provision would be enforceable under the laws of the state in which the Business is located, then the provision in question (and only that provision) will be interpreted and construed under the laws of the state where the Business is located. Further, any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between a franchisor and a franchisee or any similar relationship (including the Missouri Merchandising Practices Act, Section 407.400 *et.al*), will not apply unless its jurisdictional requirements are met independently without reference to this Section XVI.H. BUILDINGSTARS may institute any action arising out of or relating to this Agreement in any state or federal court of general jurisdiction in the State of Missouri, and FRANCHISEE and guarantors irrevocably submit to their jurisdiction and waive any objection to the application of Missouri law or to the jurisdiction or venue in those Missouri courts. If any valid applicable law or regulation [in effect at the time this Agreement is executed] of a governmental authority having jurisdiction over this Agreement limits BUILDINGSTARS' rights of rescission or termination or require longer notice periods than set forth herein, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon rescission or termination required by such laws or regulations. The provisions of this Agreement which conflict with the applicable law shall (only to the extent not in accordance with applicable law) be ineffective, and in their stead, BUILDINGSTARS shall comply with applicable law respecting each of said matters. BUILDINGSTARS shall not, however, be precluded from contesting the validity, enforceability, or applicability of such laws or regulations in any action relating to this Agreement or to its rescission or termination. If a state regulator requires an amendment to this Agreement, the amendment is attached hereto as a State Law Addendum as Exhibit IV.

I. Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, administrators, executors, their permitted successors and permitted assigns.

J. Remedies. In addition to any other remedies to which it may be entitled, BUILDINGSTARS shall be entitled without bond to entry of injunctive relief and orders of specific performance enforcing the provisions of this Agreement, in the event FRANCHISEE actually or anticipatorily breaches this Agreement. If BUILDINGSTARS incurs any attorney's fees or other expenses in seeking enforcement of this Agreement, FRANCHISEE shall be required to reimburse BUILDINGSTARS for its reasonable costs and expenses (including, but not limited to attorney's fees) thereby incurred. No right or remedy conferred upon BUILDINGSTARS is intended to be exclusive, and every such right or remedy shall be cumulative and in addition to any other rights or remedies available under this Agreement, or otherwise. For purposes of this Agreement, a termination shall include a termination for any reason, expiration, cancellation, failure to renew, assignment or Transfer.

K. No Warranty. FRANCHISEE acknowledges that, except as otherwise specifically stated herein, BUILDINGSTARS has the absolute right to exercise its own judgment on various matters about this Agreement and the Manual, and has the absolute right to approve, disapprove, give its consent and refuse to consent to FRANCHISEE'S requests in its sole and absolute discretion. FRANCHISEE agrees that BUILDINGSTARS' action, refusal to act, approval, disapproval, consent, or refusal of consent is not, and shall not be deemed, a representation, warranty, certification or guarantee by BUILDINGSTARS about that which is acted upon or refused consent, or about any appropriateness, legality, profitability, or success related thereto. No BUILDINGSTARS action, refusal to act, approval, disapproval, consent or refusal to consent is, or shall be deemed, a guarantee, warranty, or representation that the Business complies with, or meets any local, municipal, state, federal, or other laws or regulations relating to the offer of services or otherwise. If it is found that BUILDINGSTARS wrongfully withheld any consent pursuant to this Agreement, FRANCHISEE'S sole remedy for such failure shall be to require BUILDINGSTARS to grant such consent.

L. Receipt of Franchise Disclosure Document. FRANCHISEE acknowledges receipt of BUILDINGSTARS' franchise disclosure document along with this Agreement, at least fourteen (14) days before execution hereof or any payment to BUILDINGSTARS. If any unilateral modifications have been made by BUILDINGSTARS to this Agreement, FRANCHISEE acknowledges that it had at least seven (7) days to review them.

M. Joint and Several Liability. If two or more persons are the FRANCHISEE under this Agreement, their obligations and liabilities to BUILDINGSTARS shall be joint and several.

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

O. Survival. FRANCHISEE'S obligations regarding trade secrets, non-competition and non-solicitation and indemnification, as well as accrued obligations of FRANCHISEE to BUILDINGSTARS, shall survive any Transfer of Interest or the termination, expiration or assignment of this Agreement.

P. Payments from FRANCHISEE. BUILDINGSTARS has the sole discretion to apply any payments by FRANCHISEE to any past due indebtedness of FRANCHISEE for any fees, expenses, purchases from BUILDINGSTARS or its Affiliates, interest or any other indebtedness. Neither BUILDINGSTARS nor any of its Affiliates are required to accept payments after same are due or extend credit or otherwise finance FRANCHISEE'S operation of the franchise.

Q. Limitation on Liens. FRANCHISEE shall not grant a security interest, pledge, or place a lien upon FRANCHISEE'S interest in this Agreement or in the Business or in the assets used in the business, except that FRANCHISEE shall be permitted to grant a security interest in such furniture, fixtures, and equipment to secure FRANCHISEE'S obligation to the seller of or lender for such furniture,

fixtures, and equipment to secure any indebtedness relating to the business and FRANCHISEE shall be permitted to assign its accounts receivable in connection with any third party financing of employee payroll.

R. Day-to-Day Control. FRANCHISEE has the sole rights and responsibilities for the manner and means by which the day-to-day operation of the Business is determined and conducted and for achieving its business objectives. Subject to any approval, inspection and enforcement rights reserved to BUILDINGSTARS, these rights and responsibilities include the employment, supervision, setting the conditions of employment and discharge for its employees at the Business, daily maintenance, safety concerns, and the achievement of conformity with the System.

FRANCHISEE is responsible for hiring and maintaining a staff of qualified and competent employees for its Business. FRANCHISEE is solely responsible for all its hiring decisions and for all obligations arising from FRANCHISEE's relationship with its employees, even if FRANCHISEE uses sample employment policies, procedures or examples that BUILDINGSTARS makes available for FRANCHISEE's optional use. The use of any sample document by FRANCHISEE is not required by this Agreement. All documents are provided "as is" and BUILDINGSTARS makes no warranty that the information and sample documents comply with applicable federal, state or local laws, regulations or ordinances where FRANCHISEE does business. The fact that BUILDINGSTARS has shared this information and these sample forms/information with FRANCHISEE is not intended to be, nor is it, a requirement by BUILDINGSTARS that FRANCHISEE must use this or a similar document or process in FRANCHISEE'S business. Further, providing sample documents is not intended to indicate in any way that BUILDINGSTARS has the right to require that any franchisee use this or a similar document or process in their franchised business, as BUILDINGSTARS does not have such rights to require use of these documents. BUILDINGSTARS's rights to require use of specific items relate only to maintenance of brand standards and trademark protection as required by federal law. If use is required to protect brand standards or BUILDINGSTARS's trademarks, such use will be identified as mandatory.

BUILDINGSTARS' retention and exercise of the right to approve certain matters, to inspect the Business and its operation and to enforce its rights, exists only to the extent necessary to protect BUILDINGSTARS' interest in the System and Marks for the benefit of BUILDINGSTARS, its Affiliates and all Buildingstars Franchisees. Neither the retention nor the exercise is for the purpose of establishing any control, or the duty to take control, over those matters which are clearly reserved to FRANCHISEE, nor shall they be construed to do so.

S. Third Party Beneficiary. Buildingstars, Inc. is a third-party beneficiary to this Agreement and Buildingstars, Inc. or its affiliates have the right to assume any of the responsibilities, duties or functions of BUILDINGSTARS in the event that the agreement between Buildingstars, Inc. and BUILDINGSTARS expires or is terminated for any reason. Furthermore, Buildingstars, Inc. shall have the right, but not the obligation, to enforce FRANCHISEE'S compliance with any provision of this Agreement.

## **XVII. WARRANTIES AND REPRESENTATIONS OF FRANCHISEE**

A. FRANCHISEE and its guarantors have been advised to make an independent investigation of BUILDINGSTARS' operations. BUILDINGSTARS has not and does not represent that FRANCHISEE can expect to attain a specific level of sales, profits, or earnings. FRANCHISEE and its guarantors have been advised to obtain independent professional advice regarding this franchise. FRANCHISEE and its guarantors understand that it may sustain losses as a result of the operation or the closing of the business. FRANCHISEE and its guarantors understand that the business venture contem-

plated by this Agreement involves a high degree of financial risk and depends to a large degree on FRANCHISEE'S skills, abilities, initiative, and hard work.

B. FRANCHISEE and its guarantors represent and warrant that the execution, delivery and performance of this Agreement by FRANCHISEE and the Guarantee and Assumption of Obligations by the guarantors do not and will not violate, conflict with or result in the breach of any term, condition or provision of any contract or agreement, or require the consent of any other person or entity.

C. Under applicable U.S. Law, including without limitation executive order 1224, signed on September 23, 2001 (the "Order"), FRANCHISEE is prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in acts of terrorism as defined in the Order. Accordingly, FRANCHISEE does not and hereafter will not engage in any terrorist activity. In addition, FRANCHISEE is not affiliated with and does not support any individual or entity engaged in, contemplating, or supporting terrorist activity. Finally, FRANCHISEE is not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

#### **XVIII. CAVEAT**

**THE SUCCESS OF THE BUSINESS IS SPECULATIVE AND DEPENDS, TO A LARGE EXTENT, UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON, AS WELL AS OTHER FACTORS. BUILDINGSTARS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTY AS TO THE POTENTIAL SUCCESS OF THE BUSINESS AND NO ONE IS AUTHORIZED TO MAKE ANY SUCH REPRESENTATIONS OR WARRANTIES.**

**FRANCHISEE UNDERSTANDS AND AGREES THAT BUILDINGSTARS HAS NO OBLIGATION TO ACCEPT FRANCHISEE'S APPLICATION AND MAY REFUSE TO GRANT A FRANCHISE FOR ANY REASON, OR NO REASON, WITHOUT DISCLOSING THE BASIS FOR ITS DECISION. FRANCHISEE ACKNOWLEDGES THAT UNLESS AND UNTIL BUILDINGSTARS SIGNS THIS FRANCHISE AGREEMENT, FRANCHISEE IS NOT A FRANCHISE AND MAY NOT RELY UPON BECOMING A FRANCHISEE.**

#### **XIX. NON-LIABILITY OF BUILDINGSTARS' AFFILIATES**

BUILDINGSTARS is the only entity obligated to FRANCHISEE hereunder. FRANCHISEE may not look to any of BUILDINGSTARS' Affiliates or related companies, other business entities or individuals for performance of this Agreement.

#### **XX. LIMITATION OF LEGAL ACTIONS**

A. **IN NO EVENT WILL BUILDINGSTARS BE LIABLE TO FRANCHISEE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES FOR ANY CONDUCT ARISING OUT OF THIS AGREEMENT OR BUILDINGSTARS RELATIONSHIP WITH FRANCHISEE.**

B. **THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES.**

C. ANY DISAGREEMENT BETWEEN FRANCHISEE AND BUILDINGSTARS (AND ITS AFFILIATES AND OWNERS) WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND MUST NOT BE BROUGHT AS A CLASS ACTION AND FRANCHISEE WAIVES ANY RIGHT TO PROCEED AGAINST BUILDINGSTARS (AND ITS AFFILIATES, STOCKHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) BY WAY OF CLASS ACTION, OR BY WAY OF A MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION.

D. FRANCHISEE WILL BE BARRED FROM BRINGING ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR BUILDINGSTARS' RELATIONSHIP WITH FRANCHISEE, UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH FRANCHISEE KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THAT CLAIM.

E. BUILDINGSTARS MAXIMUM AGGREGATE LIABILITY AND THE MAXIMUM AGGREGATE LIABILITY OF ANY OF BUILDINGSTARS'S OFFICERS, OWNERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AFFILIATES, PARENTS OR SUBSIDIARIES RELATED TO ANY AND ALL CLAIMS RELATING TO OR ARISING FROM THIS AGREEMENT OR THE FRANCHISE RELATIONSHIP SET FORTH IN THIS AGREEMENT SHALL BE COLLECTIVELY LIMITED TO THE AMOUNT FRANCHISEE PAID TO BUILDINGSTARS WITHIN THE PRIOR 12 MONTHS IMMEDIATELY BEFORE WRITTEN NOTICE OF ANY PROPER CLAIM IS RECEIVED BY BUILDINGSTARS.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their names.

**BUILDINGSTARS MANAGEMENT, INC.**

**FRANCHISEE**

Name:

By: \_\_\_\_\_

By: \_\_\_\_\_

Address of Buildingstars Management, Inc.:

Address of FRANCHISEE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **GUARANTEE AND ASSUMPTION OF OBLIGATIONS**

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "Agreement"), by BUILDINGSTARS MANAGEMENT, INC. ("BUILDINGSTARS") in favor of \_\_\_\_\_ ("FRANCHISEE"), each of the undersigned ("GUARANTORS") hereby personally and unconditionally guarantees to BUILDINGSTARS, its Affiliates (as hereinafter defined), and their successors and assigns for the term of the Agreement and thereafter as provided in the Agreement, that FRANCHISEE shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and agrees to be personally bound by, and personally liable for the breach of each and every provision in the Agreement, including, but not limited to those relating to trade secrets, non-solicitation and non-competition provisions contained in the Agreement, as well as the provisions in the Agreement relating to the Marks, indemnification, consequences of termination, expiration or Transfer of Interest 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. The GUARANTORS further hereby personally and unconditionally guarantee all debts and obligations FRANCHISEE incurs to BUILDINGSTARS, its successors, assigns, affiliated entities, parent corporation, and subsidiaries ("Affiliates"), as the case may be, as a result of any obligations under the Agreement and as a result of purchases of products or services from BUILDINGSTARS and its Affiliates. Each of the undersigned waives:

- (1) acceptance and notice of acceptance by BUILDINGSTARS or Affiliates of the foregoing undertakings;
- (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
- (4) any right he or she may have to require that an action be brought against FRANCHISEE or any other person as a condition of liability;
- (5) all rights to payments and claims for reimbursement or subrogation which any of the GUARANTORS may have against the FRANCHISEE arising as a result of the GUARANTORS' execution of and performance under this guaranty; and
- (6) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that:

- (1) his or her direct and immediate liability under this guaranty shall be joint and several;
- (2) he or she shall render any payment or performance required under the Agreement upon demand if the FRANCHISEE fails or refuses punctually to do so;
- (3) such liability shall not be contingent upon or conditioned upon pursuit by BUILDINGSTARS or Affiliates of any remedies against the FRANCHISEE or any other person; and
- (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or the indulgence which BUILDINGSTARS or Affiliates may from time to time grant to the



FRANCHISEE or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement.

If BUILDINGSTARS or any of the Affiliates are required to enforce this Guaranty and Assumption of Obligations in any judicial proceeding or appeal thereof, the GUARANTORS shall reimburse BUILDINGSTARS and Affiliates for its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorney assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

The undersigned Guarantors also recognize that certain disputes relating to the Franchise Agreement are to be resolved by arbitration and hereby consent to such arbitration. The terms contained in the Franchise Agreement and this Guarantee and Assumption of Obligations constitute the entire agreement between the parties, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed their signatures on the same day and year as the Agreement was executed.

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Ownership % \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Ownership % \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Ownership % \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

## **EXHIBIT I**

### **PAYMENT OF INITIAL FRANCHISE FEE AND LOCATION OF BUSINESS**

In accordance with the provisions of Section III of this Agreement, the Initial Franchise Fee is payable in the amount set forth below:

☐ Cash Option – New Franchisee

\$\_\_\_\_\_

☐ Cash Option – Existing On-Site Manager Program Franchisee in good standing

\$\_\_\_\_\_

☐ Financed Option – Existing On-Site Manager Program Franchisee in good standing

\$\_\_\_\_\_

The following is the date the Business began operations:\_\_\_\_\_

### **LOCATION OF BUSINESS**

FRANCHISEE will operate the Business only within the following metropolitan area:  
\_\_\_\_\_ (“Area”).

**EXHIBIT II**

**COMPUTATION OF DOWN PAYMENT**

DOWN PAYMENT (Minimum)	\$ _____
LESS CREDITS:	
(Account Sales Fees paid in full under the On-Site Manager Program)	\$ _____
(Account Sales Fees paid under the On-Site Manager Program where there is an outstanding balance, for customer accounts which are still being serviced by FRANCHISEE).	\$ _____
<b>Total Credits</b>	\$ _____
BALANCE	\$ _____

If the total credits are less than the down payment, FRANCHISEE must pay the difference to MASTER upon the execution of this Franchise Agreement.

If the total credits are greater than the down payment, MASTER will apply the amount in excess of the down payment to the outstanding Account Sales Fees under FRANCHISEE'S On-Site Manager Program Franchise Agreement that are represented by Promissory Notes ("Account Sales Notes") in the following manner:

- The excess will be applied to as many Account Sales Notes in order to pay these Account Sales Notes off in full; and
- FRANCHISEE will execute a new Promissory Note for the total outstanding amount of the remaining Account Sales Notes. The Promissory Note will be in the form set forth in Exhibit III of the Franchise Agreement however it will be payable for no more than 18 months.

\_\_\_\_\_

**FRANCHISEE**

Name:

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT III**

**PROMISSORY NOTE AND GUARANTEE**

\$ \_\_\_\_\_, 20 \_\_\_\_\_

### PROMISSORY NOTE

For value received, the undersigned promise to pay to the order of BUILDINGSTARS MANAGEMENT, INC., \_\_\_\_\_, without interest (except in the event of default) the principal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), said principal to be paid in equal monthly payments of [1/20 of the difference between the Initial Franchise Fee (including finance fees less On-Site Credit and any other adjustments) and the down payment\*] or [1/20 of amount of Monthly Contract Revenue x 400%\*\*]. The first payment shall be due upon the 15<sup>th</sup> day of the month [ninety (90) days after execution of the Franchise Agreement\*] or [the first full month after the undersigned provided services to the new customer account\*\*] and shall continue on the 15<sup>th</sup> day of each month for a period of twenty (20) months. BUILDINGSTARS MANAGEMENT, INC. may withhold the monthly Note payment from the amount of billings it collects for the undersigned pursuant to Section VI.D. of the Franchise Agreement.

If there shall be a default made in the payment of any of said debt when due, the holder of the note may at its option declare all unpaid indebtedness evidenced by this note immediately due and payable, and the undersigned agrees during the period of delinquency, to pay interest on the unpaid balance of the loan at the rate of eighteen percent (18%) per annum on principal, or the highest rate allowable by law. Further, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee. Failure at times to exercise such option shall not constitute a waiver of the right to exercise it later.

The makers, sureties, endorsers and guarantors of this note hereby severally waive demand, presentment for payment, notice of non-payment, protest, notice of protest and diligence in bringing suit against any party hereto. This note may be pre-paid in whole or in part at any time without penalty.

Notwithstanding anything contained herein to the contrary, the outstanding balance due on this Note shall be immediately due and payable upon the occurrence of any of the following:

- F. An assignment or transfer by the undersigned of any interest in the Franchise Agreement.
- B. The sale, transfer, or assignment of the major portion of the assets of the undersigned.
- C. If more than 10% of the stock, partnership interest, or membership interest in the undersigned is acquired by anyone other than the principal stockholder, partner or member as the case may be.
- D. A default by the undersigned under the Franchise Agreement.

Notwithstanding anything herein to the contrary, any assignment or sale described in paragraphs A, B, and C, will not be considered a default under the Franchise Agreement so long as the said assignment or sale is made in compliance with the terms of the Franchise Agreement.

\_\_\_\_\_  
\* Terms if this note is to finance the Initial Franchise Fee

\*\* Terms if this note is to finance the Account Sales Fee

## PROMISSORY NOTE GUARANTEE

As an inducement to BUILDINGSTARS MANAGEMENT, INC. ("FRANCHISOR"), to defer payment of fees pursuant to the Franchise Agreement which \_\_\_\_\_ ("FRANCHISEE") owes in accordance with the terms of the Promissory Note of even date herewith to which this Guarantee is attached, each of the undersigned ("GUARANTOR"), hereby guarantees the performance of all obligations of FRANCHISEE and agree to timely perform and observe all the terms, covenants and conditions to be performed by FRANCHISEE under the Promissory Note.

This Guarantee is given as a condition of and in consideration of FRANCHISOR deferring payment of certain amounts due to FRANCHISOR, which amounts are evidenced by the foregoing promissory note.

The obligations of GUARANTOR are direct and may be enforced immediately without FRANCHISOR being required to resort to any other right, remedy or security and this Guarantee shall be enforceable immediately against GUARANTOR, without the necessity for any suit or proceedings on FRANCHISOR'S part of any kind or nature whatsoever against FRANCHISEE, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guarantee or of FRANCHISOR'S intention to act in reliance herein or of any other notice or demand to which GUARANTOR might otherwise be entitled, all of which GUARANTOR hereby expressly waives.

The validity of this Guarantee and the obligations of GUARANTOR hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by FRANCHISOR against FRANCHISEE, any of the rights or remedies reserved to FRANCHISOR pursuant to the provisions of the Promissory Note.

This Guarantee shall be absolute, unconditional and irrevocable.

This Guarantee shall be a continuing Guarantee, and (whether or not GUARANTOR shall have notice or knowledge of any of the following), the liability and obligations of GUARANTOR hereunder shall be absolute and unconditional irrespective of:

- (a) any modification of, or supplement to, or extension or renewal of the Promissory Note, the Franchise Agreement, or any assignment, sale, or transfer thereof;
- (b) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Promissory Note or this Guarantee or any waiver, consent or approval by FRANCHISOR with respect to any of the covenants, terms, conditions or agreements contained in the Promissory Note or any indulgences, forbearance or extensions of time for performance or observance allowed to FRANCHISEE from time to time, at any time and for any length of time;
- (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to FRANCHISEE, or its properties or creditors;
- (d) any impairment, modification, change, release or limitation of liability or obligation of FRANCHISEE under the Promissory Note (including, but not limited to, any disaffirmation or abandonment by a trustee of FRANCHISEE), resulting from the operation of any present or future provision of the Bankruptcy Abuse Prevention and Consumer Protection Reform Act of 2005 or any other similar federal or state statute, or from the decisions of any court; or

(e) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the FRANCHISEE in respect of the Promissory Note or the GUARANTOR in respect of this Guarantee.

The undersigned Guarantors also recognize that certain disputes relating to the Franchise Agreement may be resolved by arbitration and hereby consent to such arbitration. The terms contained in the Franchise Agreement and this Guarantee and Assumption of Obligations constitute the entire agreement between the parties, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed their signatures on \_\_\_\_\_, 20\_\_\_\_\_.

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT IV**

**STATE LAW ADDENDA**



STATE LAW ADDENDA-ILLINOIS

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document (“FDD”) to the contrary, the following provisions of the Illinois Franchise Disclosure Act (“Act”) shall apply to any franchise located in the State of Illinois, which shall control to the extent of any inconsistency:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is voice. However, a franchise agreement may provide for arbitration to take place 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 acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**BUILDINGSTARS MANAGEMENT, INC.**

**FRANCHISEE**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

## **EXHIBIT D**

### **TABLE OF CONTENTS OF MANUAL**

#### *TECHNICIAN PROGRAM*

<b>Welcome Message</b>	<b>4</b>
<b>Introduction to Training</b>	<b>5</b>
<b>Franchise Signing Day</b>	<b>8</b>
<b>Getting your Business Set Up</b>	<b>9</b>
<b>Business Structure</b>	<b>10</b>
<b>Registering a Fictitious Business Name</b>	<b>15</b>
<b>Choosing a Business Location</b>	<b>17</b>
<b>Business Checking Account</b>	
<b>And Recordkeeping</b>	<b>17</b>
<b>Mileage</b>	<b>19</b>
<b>Visiting an Accountant</b>	<b>20</b>
<b>Monthly Franchisee Statements</b>	<b>21</b>
<b>Organizing your Office and Files</b>	<b>23</b>
<b>Insurance Compliance</b>	<b>24</b>
<b>Buildingstars Management Approach</b>	<b>25</b>
<b>Technician Stage Management Approach</b>	<b>28</b>
<b>Account Assignment Procedures</b>	<b>29</b>
<b>Offering/Acceptance Policy</b>	<b>30</b>
<b>Offering Additional Accounts</b>	<b>31</b>
<b>Account Rotation</b>	<b>32</b>
<b>Account Cancellation</b>	<b>34</b>
<b>Transition to Onsite Manager or Corporate</b>	
<b>Stage Franchise</b>	<b>35</b>
<b>Preparing for an Account Start-Up</b>	<b>36</b>
<b>Buildingstars Walk-Thru Procedures</b>	<b>39</b>
<b>Account File</b>	<b>40</b>
<b>Security, Keys, and Alarms</b>	<b>43</b>
<b>SafetyStars</b>	<b>45</b>
<b>Emergencies</b>	<b>45</b>
<b>Conduct in Customer Facilities</b>	<b>45</b>
<b>Chemical Usage</b>	<b>46</b>
<b>General Facility Safety</b>	<b>47</b>
<b>Personal Safety and PPE</b>	<b>48</b>
<b>Equipment Safety</b>	<b>48</b>
<b>Back and Lifting Safety</b>	<b>49</b>

<b>Equipment, Supplies &amp; Best Practices</b>	<b>51</b>
Transportation	55
Important Questions	56
Buildingstars Code of Conduct	57
Reporting Damage or Injury	58
Your First Clean	58
Developing a Winning Attitude	59
 <b>Introduction to General Cleaning</b>	 <b>60</b>
Cleaning Offices	61
Cleaning Restrooms	66
Cleaning a Kitchen or Breakroom	71
Vacuuming Carpet	72
Floor Types	75
Dust Mopping Floors	78
Wet Mopping Floors	81
 <b>Communication</b>	 <b>85</b>
Communicating with the Client	86
Managing Complaints	89
Reporting to Buildingstars	92
 <b>Franchise Testing</b>	 <b>97</b>

**EXHIBIT E**

**STATE SPECIFIC ADDENDA**

### STATE LAW ADDENDA-ILLINOIS

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the Illinois Franchise Disclosure Act ("Act") shall apply to any franchise located in the State of Illinois, which shall control to the extent of any inconsistency:

Illinois law governs the Franchise Agreement.

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

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 acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**BUILDINGSTARS MANAGEMENT, INC.**

**FRANCHISEE**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT F****LIST OF FRANCHISEES AS OF DECEMBER 31, 2023****STATE OF ARIZONA**

<b>Franchisee Name</b>	<b>Company</b>	<b>Address</b>	<b>City, State, ZIP</b>	<b>Phone</b>
Alex Ticiu	Abbey Maintenance	13205 N. 18th Street	Phoenix, AZ, 85022	(480) 388-6252
Benjaline Avilez	3 of a kind quality cleaning	7618 N 72nd Drive	Glendale, AZ, 85303	(480) 266-2098
Perry Beasley	PG Star Cleaning	9721 West Riverside Ave	Tolleson, AZ, 85353	(602) 670-1030
Michele Dohrwardt	Details Janitorial Services	7265 East Hillview Street	Mesa, AZ, 85207	(480) 251-2756
Elvira Jakupovic	EKA Cleaning Services	4644 N. 19th Avenue	Phoenix, AZ, 85015	(602) 512-5409
Nikola Elcic	N & E Cleaning Services	3423 West Del Monico Lane	Phoenix, AZ, 85051	(602) 910-8294
Martina Cervantes	Martina's Cleaning	923 W. Summerside Road	Phoenix, AZ, 85041	(602) 518-5718
Jose Lopez	G G Cleaning	463 S 98th St	Mesa, AZ, 85208	(480) 823-2628
Kyle McNatt	Copper State Commercial Cleaning	43599 W Knauss Drive	Maricopa, AZ, 85138	(602) 339-8887
Minerva Espinosa	Laredo's Cleaning	2911 W. Donner Dr.	Phoenix, AZ, 85041	(602) 245-5452
Carmen Hill	Hill Supreme Clean	6854 S. 70th Dr.	Laveen, AZ, 85339	(602) 245-3777
Dandrese Banks	Kenza Commercial Cleaning	15612 W Magnolia ST	Goodyear, AZ, 85338	(313) 799-1137
Karina Perez	Genesis Cleaning	2911 N. 53rd Dr.	Phoenix, AZ, 85031	(602) 472-0225
Elena Micsunescu	Elly Alex Cleaning	15082 N. 59th Ave Apt. 133	Glendale, AZ, 85306	(480) 463-0012
Genaro Suarez	Genaro Suarez Cleaning	16179 W. Adams St.	Goodyear, AZ, 85338	(520) 705-8594
Georgina Montijo	Gina's Cleaning	864 E. Chandler Blvd. #1	Chandler, AZ, 85224	(480) 387-8370
Jaime Paniagua	JP's Cleaning Services, LLC	7516 West Tumblewood Drive	Peoria, AZ, 85382	(602) 999-4785
Kenneth Thompson	Thompson Cleaning	11418 N. 110th Drive	Sun City, AZ, 85351	(623) 230-7330
Guadalupe & Edgar Lozano	Lozano's Cleaning	2609 E. Sunland Avenue	Phoenix, AZ, 85040	(602) 291-4031
Maria Rojas	George's Cleaners	2906 West Holly St.	Phoenix, AZ, 85009	(602) 600-5321
Almiro Balderas	Balderas Cleaning Service	1018 W Kachina Trail	Phoenix, AZ, 85041	(602) 653-6378
Isael Gomes	Gomes Cleaning Services	948 S Alma School Road	Mesa, AZ, 85210	(480) 547-2060
Andrew Vasquez	ARV Cleaning Services	7910 E Holmes Ave	Mesa, AZ, 85209	(480) 200-9326
Danny Rees	3 Star Cleaning	17943 N Pietra Rd	Maricopa, AZ, 85138	(719) 447-5194
Virgilio Angulo	Virgilio Angulo	6451 W Bell Road #3098	Glendale, AZ, 85308	(602) 525-2336
Laura Otero	Happy Cleanng	6808 W Holly St.	Phoenix, AZ, 85035	(623) 341-9108
Maria Herrera	Mary's Cleaning Services	9717 West Florence Avenue	Tolleson, AZ, 85353	(602) 295-7253
Alex Hernandez	Maven Commercial Cleaning Services LLC	875 West Pecos Road #1124	Chandler, AZ, 85225	(626) 652-2169
Gustavo Torres	Marin Cleaning	1104 North Christa Way	Tolleson, AZ, 85353	(602) 717-3353
Moises Garcia	MG's Cleaning	2208 N 54th Lane	Phoenix, AZ, 85035	(602) 692-6495
Erika Rodriguez	Adams Cleaning Services	6902 West Virgina Avenue	Phoenix, AZ, 85035	(602) 481-0406
Ana Diaz	Ana's Cleaning Service	3733 W. Goldmine Mountain Drive	San Tan Valley, AZ, 85142	(602) 758-7054
Norma Angelica Garcia Aldaco	Nina's Cleaning	1683 East Alameda Pl	Casa Grande, AZ, 85122	(480) 549-9671
Jason Richardson	Leodynasty Cleaning	6131 West Thomas Road #1053	Phoenix, AZ, 85033	(602) 497-9496
Frank Coyne & Maria Coyne	Coyne Cleaning	942 Desert Canyon Drive	San Tan Valley, AZ, 85143	(480) 843-1213
Adriana Acosta	Adriana's Cleaning	3445 North 36th Street Apt 1	Phoenix, AZ, 85018	(480) 873-1881
Manuel Palacios Medrano	Palacios Cleanng	3115 North 41st Drive	Phoenix, AZ, 85019	(602) 751-4474
Vaughn Bass	In Good Hands Cleaning	748 East Melanie Street	San Tan Valley, AZ, 85140	(614) 915-5609
Dulce Garcia	Garcia's Cleaning	2013 E Velvet Pl	Casa Grande, AZ, 85122	(520) 280-4025
Jessica Angulo	Angulo's Cleanings	8838 West Elm Street	Phoenix, AZ, 85037	(602) 434-3123
Cristina Alvarez	Alvarez Cleaning	1367 West Stephanie Lane	San Tan Valley, AZ, 85143	(480) 233-0931
Alvaro Gonzalez Cocar	Alvaro Cleaning	28515 N. 249th Drive	Wittman, AZ, 85361	(602) 710-7937
Veronica Villasano	Business R Us	2302 South 113th Avenue	Avondale, AZ, 85323	(213) 422-0739

Franchisee Name	Company	Address	City, State, ZIP	Phone
Christina Evans Tracy	Evans Cleaning	7602 North 47th Ave	Glendale, AZ, 85301	(919) 622-3421
Natalio & Yolanda Maldonado	Maldonado Cleaning Service	8515 West Berkeley Road	Phoenix, AZ, 85037	(623) 285-9897
Pedro Lara	The Lara's Cleaning Services	5016 South 36th Drive	Phoenix, AZ, 85041	(602) 418-4518
Inocenta Hernandez Ortiz & Ernesto Teletor Garcia	Hernande'z IE	4512 N 50th Ave	Phoenix, AZ, 85031	(480) 547-3793
Daniel Tamayo Sarmiento	Speedy Janitorial Service	3323 East McDowell Rd 16	Phoenix, AZ, 85008	(623) 223-3269
Eric Gomez	E & A Cleaning	22819 East Ray Road	Mesa, AZ, 85212	(480) 862-6023
Jose Lopez Garduno	Jose A Cleaning	1084 S. Riata St.	Gilbert, AZ, 85296	(480) 452-4573
Pepe Louis Hall	P&H	125 E Guadalupe Road	Gilbert, AZ, 85234	(480) 930-5746
Jesus Lopez	Cleaning Business	1084 S. Riata St.	Gilbert, AZ, 85296	(520) 221-8775
Teresa Perez De Cook		33328 W Dobbins Rd	Arlington, AZ, 85322	(602) 527-5113
JaVana Brownfield	Effective Cleaning LLC	2134 East Broadway Rd. #2001	Tempe, AZ, 85282	(602) 785-7662
Jorge Gonzalez Reynoso	GT Cleaning	10986 W Rio Vista Ln.	Avondale, AZ, 85323	(602) 710-9631
Haider Al-Marzoq	Yosif	505 N 111th Dr	Avondale, AZ, 85323	(602) 517-4867
Karina Valles	Moreno Cleaning	2502 N. 106th Ave	Avondale, AZ, 85392	(602) 291-5929
Jennifer Castrejon	C&J Cleaners	7586 W Krall St	Glendale, AZ, 85303	(602) 738-0581
Sonia McCullar	Sonia's Cleaning	2433 W Main St Apt 209	Mesa, AZ, 85201	(480) 593-4799
Juan Aguilar	Luca Cleaning	3913 West Cambridge Avenue	Phoenix, AZ, 85009	(480) 527-8652
Roman Herrera Cruz	N&A Cleaning	4710 N 32nd Ave	Phoenix, AZ, 85017	(480) 202-2846
Nayeli Lopez	Valley Shine	8156 E Bonnell St.	Mesa, AZ, 85207	(480) 322-3534
Carolina Garcia	We Are A Team Cleaning Services LLC	544 E Southern Ave	Mesa, AZ, 85204	(480) 919-3128
Kevin Brooks	Aloha Cleaning	5326 W. Warner St.	Phoenix, AZ, 85043	(808) 690-5126
Suzann Rodriguez		19401 North 7th St #8	Phoenix, AZ, 85024	(480) 709-4212
Patricia Sebastian		604 West 8th Avenue Apt 168	Mesa, AZ, 85210	(602) 796-1635
Sofia Andrade	Andrade Cleaning	2292 N Ironwood Dr	Apache Junction, AZ, 85120	(480) 930-1766
Amelia Garcia De Campos	Amelia Services Cleaning	7002 W Monterey Way	Phoenix, AZ, 85033	(602) 373-0584
Lesly Alvarado		2269 W Pecan Rd	Phoenix, Az, 85041	(602) 918-3604
Clementine Mateso	Clementine Helping Hands	130 N Hamilton St. Apt 22	Chandler, AZ, 85225	(602) 388-9965
Fernando Sanchez	Amazing Cleaners	544 East Southern Ave Apt 857	Mesa, AZ, 85204	(480) 636-9563
Marlene Mazur		36472 W Bilbao St	Maricopa, AZ, 85128	(586) 746-5173
Miraca Lockett	Xtra Commercial Cleaners	4048 S 9th St.	Phoenix, AZ, 85050	(602) 740-2814
Tina Burr	Burr Cleaning	14833 W Riviera Dr.	Surprise, AZ, 85379	(602) 573-6513
Tondalia Williams	AW Commercial Cleaning	1268 E Palo Verde Drive	Casa Grande, AZ, 85122	(817) 406-6771
Sujey Felix	VAM Cleaning	2710 108th Ave	Avondale, AZ, 85233	(623) 385-2764
Rafael Campos Garcia		2408 W Myrtle Ave Apt 59	Phoenix, AZ, 85021	(602) 491-4374
Jose Esquivel Macias		3212 W Roma Ave	Phoenix, AZ, 85017	(602) 638-8236
Hoa Do		13351 W. Rowel Rd	Peoria, AZ, 85383	(623) 476-6319
Brenda Lizeth Aguirre Contreras		7128 N. 53rd Ave	Glendale, AZ, 85301	(602) 566-2186
Pedro Lomeli		5603 W Park Street	Laveen, AZ, 85339	(602) 570-2537
Tristen Jimenez		10850 East Indiana Ave	Queen Creek, AZ, 85142	(480) 815-4632
Hser Hsereh Baw		7109 N 71st Dr	Gleandale, AZ, 85303	(480) 492-2426
Billy Williams		5705 E Forge Cir	Mesa, AZ, 85206	(480) 469-7593
Wendy Sirek	Serenity Cleaning Service	550 W Maryland Ave Unit 136	Phoenix, AZ, 85013	(602) 317-7645
Claudia Godoy	Godoy's Cleaning	994 W. Oak Tree Ln	San Tan Valley, AZ, 85143	(480) 294-7383
Robert Kellum	Kellum Cleaning	4148 E Calle Redonda	Phoenix, AZ, 85018	(412) 605-2160
Osny Augustin		660 S Palm Lane Apt 19	Chandler, AZ, 85225	(602) 451-5835
Craig Williams	King-Dal Construction LLC	2705 S Alma School Road Suite 2	Chandler, AZ, 85286	(480) 796-5732
Martin Casillas		2429 W. Hadley St.	Phoenix, AZ, 85009	(602) 295-2579

## STATE OF FLORIDA

Franchisee Name	Company	Address	City, State, ZIP	Phone
Avilla Hamilton	A+ Cleaning	5215 East Columbus Drive	Tampa, FL, 33619	(813) 458-2437
Joaild Rodriguez Centeno	Joailed Moises Cleaning	11149 Duncan St	Seminole, FL, 33772	(727) 288-5743
Talika Bravo	Brazzo Group Cleaning Services	PO Box 938	Odessa, FL, 33556	(727) 267-0542
Maelby Maldonado	Cleaning by JAM	849 Edith Ave	Lakeland, FL, 33815	(813) 735-7483
Ricky Pierce	Personal Touch Cleaning	11212 Garfield Ct	Seffner, FL, 33584	(813) 629-5222
Carlos Martinez	AIS General Services, Inc.	550 Highfin Dr	Winter Haven, FL, 33881	(863) 206-9836
Neelomie Cooper	Building a Legacy, Inc.	4404 Oak River Circle	Valrico, FL, 33596	(301) 467-4669
Wayne Wilcox	Do Right Cleaning	30216 Holly Dr	Tampa, FL, 33620	(813) 270-6452
Vicki Szymanski	Vicki's Cleaning Service	24862 US Hwy 19, #2403	Clearwater, FL, 33763	(727) 831-2701
Jesus Barreda	Barreda Brothers	7910 Riverwood Blvd.	Tampa, FL, 33615	(813) 379-0027
Jihan Moore	Elite Cleaning Services	9411 Chalet Dr Apt. 1405	Tampa, FL, 33617	(727) 336-5402
Rose Saunders	Rose Global	12312 Twinkling Star Place	Riverview, FL, 33578	(813) 369-3433
Willie Perkins	J and A Perkins Cleaning	1967 Whitney Way	Clearwater, FL, 33760	(813) 507-4515
Roshonda Coffee	Special Touch	1004 S. Tyler Street	Plant City, FL, 33563	(813) 846-7968
Corey Connolly	Iclean Iclean Tampa Bay	1455 Whitewood Ave	Spring Hill, FL, 34609	(352) 444-0746
Brittany Hall	BNP Cleaning Services	5005 Claymore Dr Apt 203	Tampa, FL, 33610	(813) 516-0564
LaShunda Brown	LOVING AND CARING 4 U	4905 34th St S #322	St. Petersburg, FL, 33711	(727) 458-6144
Essence McKamey	Donessy Commercial Cleaning LLC	716 Oakgrove Dr.	Brandon, FL, 33510	(412) 990-8579
Michael Williams	K & M Cleaning	6933 Sotra St.	Wesley Chapel, FL, 33545	(813) 841-6094
Mickael Rodriguez	MVR's Cleaning	1127 Landau Street	Holiday, FL, 34690	(727) 686-8643
Demetria Williams	Meeche's Cleaning Company	8425 Radio Lane	Tampa, FL, 33619	(813) 638-7725
John Durr	Johns Solutions	1258 E 113th Ave #F108	Tampa, FL, 33612	(813) 486-6763
Evett Thompson	Destine 4 Success	4602 Davenport Place	Valrico, FL, 33596	(813) 482-8237
Ashley Smith	A-1 Cleaning	P.O Box 311194	Tampa, FL, 33680	(813) 531-3444
Donishia Jackson	Dav-T Exceptional Cleaning Service	3417 East Jean Street	Tampa, FL, 33610	(813) 727-6780
Natashia Dennard	Natashia's Cleaning Service	7711 North Branch Avenue	Tampa, FL, 33604	(813) 494-0974
Cylita Harris	CDH Global Solutions LLC	29032 Landbridge Street	Wesley Chapel, FL, 33543	(813) 452-7858
Shantel Mingo	Jay Cleaning Enterprises	401 East Robles Street, Apartment B	Tampa, FL, 33602	(813) 412-9238
Marco Delmar Williams	Delmar Suave LLC	10460 Sanderling Shores Dr.	Tampa, FL, 33619	(813) 697-2664
Coretha Kelly	DQP3 CLEANING SERVICES LLC	3110 1st Ave North	St Petersburg, FL, 33713	(727) 520-2723
Sunshine Hubbard	Simply Clean of Tampa LLC	19237 Autumn Woods Ave	Tampa, FL, 33647	(813) 412-0708
Janean Davis		512 Glenn Cross Drive	Ruskin, FL, 33570	(813) 859-0919
Latalya Daniels	Exquisite Commercial Cleaning LLC	7320 East Fletcher Ave	Tampa, FL, 33637	(813) 966-4231
Lakecia Campbell		Po Box 16802	Tampa, FL, 33687	(813) 760-3886
Jonathan Nery	JJM General Services	9177 Manchester St	Springhill, FL, 34606	(917) 660-2050
Magdalena Mae Torres		5276 58th Ave North	St Petersburg, FL, 33709	(813) 419-9909
Christie Cintron		18831 Maisons Drive	Lutz, FL, 33558	(813) 447-6564
Kathy McLendon		323 Pinehurst Street	Lakeland, FL, 33805	(863) 940-7010
Jaye Padgett	Landmark Professional Services	18308 Leafmore St	Lutz, FL, 33548	(813) 453-4547
Kashica Gray		232 Kelsey Cove	Brandon, FL, 33510	(813) 452-0908
Eric Anderson		4409 Summer Savory St	Tampa, FL, 33619	(813) 669-8283
Maretta Newsome	3MN Commercial Cleaning Services LLC	13801 Walsingham Rd A-133	Largo, FL, 33774	(727) 564-4571
Ventrice Rutherford		741 Casler Ave	Clearwater, FL, 33755	(561) 707-9080
Jessica Aguilera		12121 Colonial Estates Ln	Riverview, FL, 33579	(813) 648-7957



Franchisee Name	Company	Address	City, State, ZIP	Phone
Nkosa Siseko		2533 w Cherry St. apt.1	Tampa, FL, 33607	(813) 279-3219
Willie Green		2923 Angela Court	Tampa, FL, 33610	(813) 553-0939
Shalonda Salazar	Youve Got It Maid Cleaning Service Enterprises LLC	7426 Kauai Loop, Apt 4	New Port Richey, FL, 34653	(813) 403-4226
Katherine Christopher	Katherine Christopher Holdings LLC	3513 e 11th avenue	Tampa, FL, 33605	(727) 744-1954
MarQuita Brown		2218 Longleaf Cir	Lakeland, FL, 33810	(412) 908-3636
Jayna Kirkland		8739 N 30th St. D	Tampa, FL, 33604	(727) 600-2345
Francisca Rubio		4504 State Road 574 Lot38	Plant City, FL, 33563	(813) 476-0401
Mervin De Jesus		4236 Abaco Ct	New Port Richey, FL, 34653	(727) 377-6102
Juan Santana		10325 Boggy Moss Drive	Riverview, FL, 33578	(786) 444-7470
Yolanda Brown		4019 4th Ave North	St. Petersburg, FL, 33713	(727) 215-6025
Rachelle Stark		6252 Dolostone Dr	Lakeland, FL, 33811	(801) 513-7160
Natalia Brewster	Bewell Commercial Cleaning LLC	P.O Box 941112	Maitland, FL, 32794	(321) 474-1515
Djuljano Tahirovic		7756 Ivory Terrace	New Port Richey, FL, 34655	(727) 557-5515
Alexis Talavera		6254 Rosecliff Dr	Tampa, FL, 33625	(813) 438-3915
Donald Clarke		3408 Bedford Street	Holiday, FL, 34690	(323) 499-8627
Dayron Rizo		16711 Courtyard Loop	Land O Lakes, FL, 34638	(305) 586-2202
Shante Ward		2102 E Juneau St.	Tampa, FL, 33604	(443) 890-5514
Stacy Blincoe		12540 Rockridge	Lakeland, FL, 33809	(636) 744-3029
Jonathan Phillips	Clear Point Commercial Cleaning, LLC	1010 Iris Lake Dr. Apt 103	Tampa, FL, 33619	(845) 800-4213
Angela Gray		11338 Ivy Flower Loop	Riverview, FL, 33578	(513) 404-1994
Herbert Alexander Brown		16560 Delia St	Wimauma, FL, 33598	(732) 801-8258
Miguel Salas	Golden S cleaning Solutions	2501 Stapleford Place	Wesleychapel, FL, 33543	(615) 275-8835

## STATE OF GEORGIA

Franchisee Name	Company	Address	City, State, ZIP	Phone
Raya Decoste	Reas Cleaning Services LLC	126 Terrance Drive unit C	Atlanta, GA, 30305	(404) 934-2853
Grace Thomas		3432 Park Glenn Lane	Snellville, GA, 30078	(770) 880-6798
Stephanie Guerra		3608 n Lincoln Trace Ave se	Smyrna, GA, 30080	(470) 900-7141
Nicole Garner		3797 Southgate Dr SW	Lilburn, GA, 30047	(678) 851-0493
Brandon Walter		7446 Absinth Dr	Atlanta, GA, 30349	(404) 824-8154
Tiara McKnight	Love and Heart Cleaning LLC	1121 Grove Trail Pass	Douglasville, GA, 30134	(678) 469-7057
Renato Omerovic		625 Oakland Rd	Lawrenceville, GA, 30044	(770) 289-8506
La Tonya McCall		11974 Olmstead Drive	Fayetteville, GA, 30215	(470) 776-1988
Senada Omerovic		536 Paden Dr	Lawrenceville, GA, 30044	(678) 650-1820
Corey Middlebrooks - Just On Time Cleaning Service	Just On Time Cleaning Service	106 Denise Dr	Stockbridge, GA, 30281	(404) 287-9713
Christopher Joyner	Royal King Cleaning Service Atlanta	214 Tralee Cir	Fairburn, GA, 30213	(770) 376-0488
Nicketta Gary - Keeping It Tidy Cleaning	Keeping It Tidy Cleaning Services LLC	701 Mount Zion Rd	Jonesboro, GA, 30236	(470) 423-8144
Annika Reid	Annika R Culbreath	3203 Fairington Drive	Lithonia, GA, 30038	(404) 518-4786
Teddy Spence	T & D Services	1239 Morton Trace SE	Atlanta, GA, 30316	(404) 490-6898
Aishia Jackson - J And L Cleaning	J And L Cleaning Service LLC	130 Branchwood Dr	Covington, GA, 30016	(770) 873-2526
Atilio Guerra	A1 Plus Services LLC	706 Walton Way Se	Smyrna, GA, 30082	(678) 847-8212
Derek Mobley		4062 Peachtree Road	Brookhaven, GA, 30319	(706) 201-7275
Robby Thomas & Vita Perry	R & J CLEANING ALTERNATIVE LLC	6110 Avery Street SW	Covington, GA, 30014	(678) 760-2431
Ron Simmons	Simmons Carpet Cleaning and Flooring Service	217 Lassiter Drive	Ellenwood, GA, 30294	(678) 964-5921

Franchisee Name	Company	Address	City, State, ZIP	Phone
Anitara Whitfield		1315 Northwest Dr NW	Atlanta, GA, 30318	(225) 439-5810
Fabian Torres	Torres & Company LLC	10184 Port Royal Ct	Jonesboro, GA, 30238	(678) 681-4401
Glenn Hampton		403 Sonja Lane	Loganville, GA, 30052	(404) 788-2607
Lakesha Haggins		11186 Aliyah Drive	Hampton, GA, 30228	(786) 499-4995
Leah Seymour	L&L Exceptional LLC	774 South Ave	Forest Park, GA, 30297	(770) 568-8737
Roberto Bradford	CTN Logistics Services	3020 Wynford Station	Marietta, GA, 30064	(573) 528-7260
Andrea Mingo	Immaculate Commercial Clean	3100 Esquire Drive Northwest, Apartment F	Kennesaw, GA, 30144	(678) 436-6605
Deondray Lance	Lance Cleaning Service	910 Old Rocky Rd	Atlanta, GA, 30349	(404) 645-9098
Tammy Randolph		2207 Creel Lane	Atlanta, GA, 30349	(470) 818-3432
Edwin Arteaga		80 Concrod Rd SW	Smyrna, GA, 30082	(305) 767-8617
Anthony Flack		1449 Ben Park Way	Grayson, GA, 30017	(404) 574-9963
Margaret Bernadotte		3312 Caley Mill Drive	Powder Springs, GA, 30127	(678) 558-8930
Sherelle Knight		401 Westpark Court	Peachtree City, GA, 30269	(770) 264-5818
Debra Garland - The Only Choice Cleaning Service		2416 Shiloh Dr SW	Marietta, GA, 30064	(706) 289-2598
Sheila Sanders		2048 Reserve Pkwy	McDonough, GA, 30253	(347) 359-4307
Gerald Williams		820 Gardner Rd	Stockbridge, GA, 30281	(251) 583-3037
Keny Lucas		6237 Vista Court	Riverdale, GA, 30296	(678) 887-7031
Jaye Peabody Smith - The Peabody Practice, LLC	The Practice LLC	3142 Kittery Drive	Snellville, GA, 30039	(678) 995-1717
Caligula Williams - 2 N 1 Cleaning	2 N 1 Cleaning	325 Aviary Lane	Dallas, GA, 30132	(678) 360-2861
Jabin Clark		1303 Villa Point Pkwy	McDonough, GA, 30253	(678) 779-8824
Keven Hall	Hall Brothers Surface Care LLC	485 Bufford Dr	Lawrenceville, GA, 30046	(404) 825-1820
Sylvia Gaines		1303 Villa Point Parkway	McDonough, GA, 30253	(470) 406-7244
William Garner	J&J ULTRA CLEAN LLC	3797 Southgate Drive SW	Lilburn, Ga, 30047	(678) 252-8338

## STATE OF ILLINOIS

Franchisee Name	Company	Address	City, State, ZIP	Phone
Paul Snider	Sydco Services, Inc.	338 West Juda Avenue	Collinsville, IL, 62234	(618) 616-6942
Buddy Noblin	JCN Maintenance, Inc.	1708 Progress Lane	Belleville, IL, 62221	(618) 920-9805
Mike Dwyer	Dwyer Cleaning, Inc.	101 E. Brookline	Bunker Hill, IL, 62014	(618) 973-6883
Andrzej Lubas	Ultimate Maintenance	1337 Beverly Lane	Streamwood, IL, 60107	(630) 849-4332
Katerina Szkanderova	K & M Enterprise	4264 Central Road, Apt. 201	Glenview, IL, 60025	(847) 946-9225
Donna Dalton	ACC	56 Carstens Avenue	Wood River, IL, 62095	(618) 980-6260
Gustavo Bermeo	Blast Cleaning Company Inc.	5882 Betty Gloyd Drive	Hoffman Estates, IL, 60192	(773) 818-5879
Araceli Garcia	Garcia Cleaning	779 Four Seasons Boulevard	Aurora, IL, 60504	(630) 306-1679
Marjorie Galban	KP&M Professional Services	195 Pleasant Drive	South Elgin, IL, 60177	(847) 456-8533
Jon Platakis	CRITICAL PRO CLEANING LLC	PO Box 495	Brookfield, IL, 60513	(708) 302-2121
Even Contreras	Contreras Cleaning	2916 Warren Dorris Dr.	Joliet, IL, 60435	(815) 693-9603
Mark Infanti	Celeste Commercial Cleaning	1000 East Harris Ave	Greenville, IL, 62246	(618) 610-8199
Reyad Kassab	Reyadco	628 Portsmith Place drive	O'Fallon, IL, 62269	(618) 660-8864
Renata Daneniene	DR Maintenance	46 W. 66th Street	Westmont, IL, 60559	(708) 359-6304
Rafal Pyzowski	BRP Maintenance, Inc.	449 Rachel Circle	Romeoville, IL, 60446	(630) 740-7126
Kenton Jackson & Tyosiha Jackson	Prestige Cleaning	7024 Millburn Estates Dr	O'Fallon, IL, 62269	(618) 504-9036
Javier Ruiz	J and R Clean Services	65 Sierra Road	Montgomery, IL, 60538	(630) 877-0008
Roberto Sandoval	Rosand Incorporated	429 East Seeger Road	Arlington Heights, IL, 60005	(847) 980-2137

Franchisee Name	Company	Address	City, State, ZIP	Phone
Guadalupe Diaz	L&S Janitorial Services	5827 W. 89th Street	Oak Lawn, IL, 60453	(708) 691-6223
Rosalina Escudero	Cinderella Cleaning Service	2218 Orchid Lane	Crest Hill, IL, 60403	(815) 546-7854
Frances Santiago	Improved Client Services, Inc.	15W040 Concord Street	Elmhurst, IL, 60126	(312) 881-9609
Scott Earnest	SESE Cleaning	3306 Westview Drive	Quincy, IL, 62301	(217) 577-4013
Cheron Young	C-n-C Cleaning	7609 Stonebridge Drive	Maryville, IL, 62062	(618) 830-7459
Rogelio Cuatzo	Cuatzo's Cleaning Service	835 Chelsea Court	Aurora, IL, 60504	(630) 995-2158
Paige Mosley	Paige Cleaning Services	1603 Berkley Lane	Belleville, IL, 62226	(618) 223-3769
Juan Ortiz	J & N Cleaning	1537 N. Lockwood Avenue	Chicago, IL, 60651	(773) 744-6598
Felipe Sarabia	Sarabia Cleaning	220 Parkview Drive	North Lake, IL, 60164	(708) 374-5850
Jaime Ceron Lopez	Ceron Cleaning	225 Glen St	West Chicago, IL, 60185	(630) 677-2891
Nakisha Smith	Praize Cleaning	3502 171st Street	Lansing, IL, 60438	(219) 796-3488
Maria Contreras	Contrer Cleaning	10 Franklin Court	Bolingbrook, IL, 60440	(630) 335-2720
Esperanza Salas	Carsal Cleaning Solutions Corp	721 S. Elmhurst rd.	Des Plaines, IL, 60016	(312) 834-8233
Naomi Santiago	Naomi's Cleaning	5700 S. Maplewood Avenue	Chicago, IL, 60629	(773) 844-5793
S.L. Magee	Magee Building Service Inc.	1009 Mildred Lane	University Park, IL, 60484	(708) 612-4874
Jose Mendieta	Mendieta Cleaning	15934 Carol Avenue	Harvey, IL, 60426	(630) 664-3847
Amelita Meier	Amelita's Cleaning	9316 Marberry Drive	Fairview Heights, IL, 62208	(618) 696-6977
Arturo Hernandez	Future One Janitorial Solutions Inc.	8838 Robin Drive, Unit B	Des Plaines, IL, 60016	(847) 477-1249
Raul Ferrer	Midwest Cleaning	966 Hidden Cove	Belleville, IL, 62223	(618) 920-8142
Abraham Abay	ABE Cleaning	1211 E. Elm St.	Wheaton, IL, 60189	(630) 337-3436
Veronica DeLeon	DeLeon Cleaning	337 Robin Glen Ln	South Elgin, IL, 60177	(630) 903-0509
Christopher Martinez-Mexicano	Mexicano Cleaning	24708 W. Soldier Drive	Plainfield, IL, 60544	(815) 212-4030
Evangelina Villasenor	Villasenor Cleaning	14541 Division Street	Posen, IL, 60469	(708) 953-6444
Karetha Williams	Tiny Bubbles Cleaning Service	109 Indian Hills Drive	Belleville, IL, 62223	(618) 558-3534
Tyrone Cummings	T.C. Cleaning	421 Gray Boulevard	East St. Louis, IL, 62205	(618) 623-2420
Kendrick Jenkins	Kendrick Jenkins Cleaning	387 Grape Vine Trail	Oswego, IL, 60543	(630) 730-0519
Layla Bogdanov	Bogdanov Cleaning Service	2801 W. Fargo Avenue	Chicago, IL, 60645	(773) 706-7864
Taylor Scannell	Down and Dirty Cleaning Services	25 Gary Avenue	Maryville, IL, 62060	(618) 560-3103
Mike Cherrone	Mike's Clean Slate	3451 Ridge Avenue TRLR #47	Springfield, IL, 62702	(815) 735-5255
Emmanuel Ocegueda	Ocegueda Cleaning Inc	16002 Vine Avenue	Harvey, IL, 60426	(708) 323-7816
Cherie Pardo	JCA Cleaning	30942 S Kavanaugh Rd	Wilmington, IL, 60481	(773) 269-0218
Steven Simpson-Black	Prairie Stars Cleaning	2601 Varsity Court	Springfield, IL, 62712	(217) 210-1140
Rasim Rekec	ERA Expedite Inc.	900 Center Street, Unit 1B	Des Plaines, IL, 60016	(847) 912-1974
Anavel Rodriguez	Ana's Cleaning Services	106 Shadywood Lane	Streamwood, IL, 60107	(630) 827-2230
Paola Vielman	Vielman Cleaning	3706 W. 58th Street	Chicago, IL, 60629	(773) 715-8749
Juan Cruz	JC Cleaning	12 N. Lancaster Avenue, Apt. 2	Aurora, IL, 60506	(630) 414-2776
Lazaro Gonzalez	Lazaro Cleaning	213 South Raynor Ave	Joliet, IL, 60436	(773) 387-2321
Azucena Rodriguez	Azucena Rodriguez Cleaning	5025 W. 30th Place	Cicero, IL, 60804	(708) 515-7804
Joanne Chesney	Chesney Cleaning	807 Back Bay Court	Minooka, IL, 60447	(630) 730-0690
Veronica Flores	Veronica Flores Cleaning	6630 S. California Avenue	Chicago, IL, 60629	(773) 437-7458
Liliana Arellano	Arellano Cleaning	1209 Grand Blvd.	Romeoville, IL, 60446	(630) 492-7361
Gloria Vega	Vega Cleaning	1634 S. 49th Court	Cicero, IL, 60804	(708) 714-1723
Maria Cruz	Maria Cruz	6431 S. Kolin Ave	Chicago, IL, 60629	(773) 592-3800
Concepcion Matias	Matias Cleaning	7919 Rutherford Ave	Burbank, IL, 60459	(773) 759-8346
Sandina Plavulj	Sandina Plavulj Cleaning	7121 Crest Road	Darien, IL, 60561	(708) 717-2921

Franchisee Name	Company	Address	City, State, ZIP	Phone
Lorena Miranda	A & J Cleaning Services	885 Ted Ln	Elgin, IL, 60120	(630) 340-9656
Salvador Garcia	Salvador Garcia Cleaning	4227 Atlantic Ave	Schiller Park, IL, 60176	(708) 415-3733
Donny Blandon	Blandon Cleaning	5118 Carol Lane	Gurnee, IL, 60031	(224) 440-7437
Pedro Zavala	Zavala Cleaning	13760 S Jane Circle	Plainfield, IL, 60544	(630) 489-8820
Alfredo Luna	Luna Optimum Cleaning Service Inc.	8181 Northway Drive	Hanover Park, IL, 60133	(847) 337-1590
Tomasz Niwa		105 Boardwalk Street, Unit GW	Elk Grove Village, IL, 60007	(847) 305-9892
Juan Bravo	Bravo Cleaning	8008 S. Trumbull Avenue	Chicago, IL, 60652	(331) 233-4460
Catarino Raygoza	Raygoza Cleaning	11256 W Grand Avenue	Melrose Park, IL, 60164	(847) 456-6959
Yolanda Harris	YT Cleaning	2901 Aberdeen Drive	Montgomery, IL, 60538	(630) 999-4437
Alejandro Reynoso	Lion Heart Commercial Cleaning Inc.	359 Deering Lane	Bolingbrook, IL, 60440	(630) 803-6975
Arnoldo Cepeda	Arnoldo Cepeda Cleaning Company	1519 Sparrow Ave	Melrose Park, IL, 60160	(708) 573-4665
Antonio Gutierrez	Antonio Gutierrez Cleaning	325 W 155th Street	Harvey, IL, 60426	(708) 551-8511
Jose A. Sanchez	Flores Cleaning	5400 W 31st Street, Unit 2	Cicero, IL, 60804	(708) 504-4621
Nico Roberts	Nico Roberts Cleaning	1512 S Kedvale	Chicago, IL, 60623	(224) 241-0643
Monica Paramo	Paramo Cleaning	5103 W 118th Street	Alsip, IL, 60803	(773) 502-2004
Janet Hamby	Marsico Cleaning	1 Country Club Drive	Putnam, IL, 61560	(708) 638-7451
Stephanie Lopez	Stephanie Lopez Cleaning	166 S. La Londe #2A	Addison, IL, 60101	(630) 854-4409
Ruben Garcia, Jr.	Ruben Garcia Cleaning	1245 N. Lind	Berkeley, IL, 60163	(630) 306-4073
Oswaldo Canete	Oswaldo Canete Cleaning	173 Holmes Place	Montgomery, IL, 60538	(630) 276-3596
Carol Logsdon	Carol's Cleaning Enterprise	518 Horn Drive	Jerseyville, IL, 62052	(618) 535-5282
Ma Clara Velazquez Contreras	Clara Contreras Cleaning	1112 Partridge Ave.	Bolingbrook, IL, 60490	(630) 441-5154
Marco A. Villalobos Ramirez	Villalobos Cleaning Inc.	2055 N. 18th Avenue	Melrose Park, IL, 60160-1203	(708) 323-0068
Salvador Venegas	Salvador Venegas Cleaning	4607 N Drake Avenue	Chicago, IL, 60625	(773) 344-4560
Azucena Martinez	Azucena Martinez Cleaning	1202 Lencioni Court	Geneva, IL, 60134	(331) 262-2096
Isabel Gomez	Isabel Gomez Cleaning	2500 S. 56th Ct.	Cicero, IL, 60804	(773) 653-1582
Juan Adan	Adan Cleaning	5239 Linden Road	Rockford, IL, 61109	(847) 275-3590
Octavia Wade	Wade's Building Services	1606 Classen Drive	Belleville, IL, 62220	(618) 789-6575
Andres Arevalo	Nancy Cleaning Service	5 Barco Avenue	Fairview Heights, IL, 62208	(618) 581-4159
Sandy Cardenas	Gandy Cleaning Services LLC	217 Adella Ave.	Joliet, IL, 60432	(208) 640-1683
Silvina Montoya	Silvina Carola Montoya	1874 Westridge Pl	Aurora, IL, 60504	(331) 575-6684
Sophia Little	Hattie's Cleaning Service	446 Carlyle East	Belleville, IL, 62221	(314) 221-3558
Rolando Barboza	Barnav Enterprises Inc.	3500 Oak Park Ave	Berwyn, IL, 60402	(312) 823-8644
Fernando Morfin Juarez	Chimbo's cleaning	234 Sandridge Court	Collinsville, IL, 62234	(618) 509-2097
Eveling T. Pasquier	Borjas Pasquier Professional Cleaning Company	3414 North Ridgeway Avenue	Chicago, IL, 60618	(312) 778-2795
Lorine Purham	SLM Horizons LLC	35 Marcia Ct B	Collinsville, IL, 62234	(618) 960-4005
Alba Gonzalez	Gonzalez Cleaning LLC	7303 Winthrop Way Unit 2	Downers Grove, IL, 60516	(630) 340-1955
Rodolfo Flores	Rudys Cleaning Service	1933 S. 49th Court	Cicero, IL, 60804	(708) 427-1571

## STATE OF INDIANA

Franchisee Name	Company	Address	City, State, ZIP	Phone
Juan Antonio Garcia		7335 Monroe Ave	Hammond, IN, 46324	(219) 407-3993

## STATE OF KANSAS

Franchisee Name	Company	Address	City, State, ZIP	Phone
Sarah Perry		16404 W 126th Terrace	Olathe, KS, 66062	(913) 424-9050
Valencia Callands		405 Walker Ave	Kansas City, KS, 66101	(913) 827-3873
April Bruce		10213 Rosehill Rd	Lenexa, KS, 66215	(913) 235-6251

## STATE OF MISSOURI

Franchisee Name	Company Name	Address	City, State, ZIP	Phone
Leyla Riquelme	Cloudy Clear Cleaning Services LLC	4 Deacon Drive	Saint Louis, MO, 63131	(314) 399-2425
Chris Neporadny	Cnep Clean	517 Long Train Drive	Troy, MO, 63379	(636) 751-5576
Eddie Cain	Diversified Cleaning, LLC	3645 Rue De Renard	Florissant, MO, 63034	(314) 779-5615
Cheryl Poiter	Cleaning Concepts Janitorial	2356 Oak Path Drive	O'Fallon, MO, 63368	(636) 544-7818
Gail Collins	Hanifa Cleaning Services	3514 Wyoming Street	St. Louis, MO, 63118	(314) 482-2892
Dave Bisram	Soma Cleaning Services LLC	1171 Tallbridge Way	St. Charles, MO, 63303	(314) 651-7383
Carter Williams	CBT Cleaning LLC	1 Renee Drive	Florissant, MO, 63033	(314) 280-8977
Ericka O'Bryant	Gateway Cleaning Systems	3669 Viembra Drive	Florissant, MO, 63034	(314) 304-0663
Billy Goodson	Cleaners-In-Motion	215 Elbring	Ferguson, MO, 63135	(314) 578-4291
Ricky Nance	LexFae	2824 Shenandoah Avenue	St. Louis, MO, 63104	(314) 323-0174
Robert Pritchard	Bizzy Mop & Broom	3659 Vago Lane	Florissant, MO, 63034	(314) 409-7923
Darrel Adkins	Adkins Cleaning Company	4521 Briargate Drive	St. Charles, MO, 63304	(314) 518-3937
Mark Eads	MAE's Cleaning	322 Duchesne Drive	Bonne Terre, MO, 63628	(636) 465-5815
Gerald Smith	Gerald David Smith Cleaning	5385 Delcastle Drive	Florissant, MO, 63034	(314) 920-6593
Rick Williams	CNR Cleaning	3349 Deer Run Lane	Moscow Mills, MO, 63362	(636) 262-3241
Edina Pavisic	Elestra Enterprise	4322 Sinnwell Drive	Afton, MO, 63123	(314) 680-4598
Sadika Menkovic	A & S Cleaning	1311 Holgate Drive	Ballwin, MO, 63021	(314) 479-5839
Azra Hasanagic	A & A Cleaning Services	4363 Hannover Court	St. Louis, MO, 63123	(314) 359-2557
Jasenko Arnautovic	J & T Cleaning	10974 Cedarberry Place	St. Louis, MO, 63123	(314) 283-2871
Aida Curt	Curt Cleaning	2168 Christy Drive	Arnold, MO, 63010	(314) 600-7086
Bahrija Jakupovic	B.E.J. Cleaning	5623 Devonshire	St. Louis, MO, 63109	(314) 732-3278
Mehmed Hadzic	M & S Building Services	10948 Arctic Drive	St. Louis, MO, 63123	(314) 680-6580
Amira Cajic	NBA-C	9983 Casa Rosa Drive	St. Louis, MO, 63123	(314) 680-4059
Ermina Mujagic	Ermina's Cleaning	2005 Novem Drive	Fenton, MO, 63026	(314) 537-4813
Ekrema Bakrac	Emma's Cleaning LLC	6038 Southcrest Way	St. Louis, MO, 63129	(314) 814-6495
Hector Lomas	Lomas Pro Services Inc	616 Homefield Glen Court	O'Fallon, MO, 63366	(314) 578-8859
Tim Regan	Tim's Cleaning	40 Keystone Court	Fenton, MO, 63026	(314) 809-9794
Erica Medrano	Star Commercial Cleaning Inc.	502 Ironwood Drive	O'Fallon, MO, 63368	(314) 550-8794
Craig Keithly	EZ Office Cleaning.	203 Sorrento Lane	O'Fallon, MO, 63366	(636) 795-9567
AZRA DELKIC	Luna Moon	3520 Lonedell Ridge Drive	Arnold, MO, 63010	(314) 445-4773
Jesse Carter	Clean As You Go	4733 Hammett Place	St. Louis, MO, 63113	(314) 356-6935
Luis Puc-Ruiz	L & L Cleaning	116 Brookfield Blvd.	Wentzville, MO, 63385	(314) 561-2363
Petrit Krasniqi	AAA Quality Cleaning Service	401 Morris Avenue	St. Louis, MO, 63125	(314) 583-7806
Pat Orasco	O So Clean	1013 Delmar Drive	O'Fallon, MO, 63366	(314) 324-6752
Emira Campara	EC Cleaning LLC	9728 Crayford Drive, Unit F	St. Louis, MO, 63123	(314) 556-0917
Ajsa Tadic	Tadic's Cleaning	1616 Green Hills Drive	Creve Coeur, MO, 63146	(314) 397-3956
Jasmin Jusic	Jasmin's Cleaning	4044 Redland Drive	St. Louis, MO, 63125	(314) 650-0096

Franchisee Name	Company Name	Address	City, State, ZIP	Phone
Elvis Dautovic	#1 Cleaning LLC	4106 Tiffany Trail Court	St. Louis, MO, 63129	(314) 629-5870
Melissa Kennedy	MAK's Cleaning	228 N. Floridale	Dellwood, MO, 63135	(314) 602-4515
Stephen Brumitt	S & L Cleaning	PO Box 314	Tiff, MO, 63674	(618) 406-2776
Elvis Masinovic	E E & A Cleaning	12010 Theiss Road	Saint Louis, MO, 63128	(314) 713-3562
Byron Henderson	Henderson Cleaning Services	3708 Birchmoor Gardens Court	Florissant, MO, 63034	(314) 853-8860
Juan Cepeda	Cepeda's Cleaning	5 Mark Twain Court	O'Fallon, MO, 63366	(636) 466-2736
Jennifer Sergeant	Alliance Professional Cleaners	1477 Summergate Parkway	St. Charles, MO, 63303	(636) 980-0662
Merima Catak	MBC Cleaning LLC	2209 Apple Bud Lane	St. Louis, MO, 63125	(314) 480-2876
Joe Jackson	Jackson Cleaning	5001 Marne Drive	Florissant, MO, 63033	(314) 874-7198
Sandra Catak	Mother and Daughter Cleaning Service LLC	775 Paschal Drive	St. Louis, MO, 63125	(314) 546-5493
Richard Long	R.E.L. Cleaning	7237 Mallard	St. Louis, MO, 63133	(314) 853-0979
Medina Baltic	Baltic Company	3547 Alber Hill Drive	St. Louis, MO, 63129	(314) 550-0347
Delvin Jackson	3 Angels Cleaning	2851 Ridgeway Avenue	St. John, MO, 63114	(314) 691-2945
Havka Kadric	LAT Cleaning Company	1716 Mayenne Ct	St. Louis, MO, 63125	(314) 609-9485
Valentina Krasniqi	ART Cleaning	314 Vida Avenue	St. Louis, MO, 63125	(314) 584-9194
Joe Loesche	JKL Enterprise	4532 Eichelberger	St. Louis, MO, 63116	(314) 614-1642
James Wang	Gaowun Co.	1282 Jadewind Circle	Ballwin, MO, 63011	(314) 601-2899
Dionne Davis	Master Touch Cleaning Service	1141 Wooden Drive	St. Louis, MO, 63033	(314) 798-2040
Ginger Schell	Perfect Touch	PO Box 553	Wentzville, MO, 63385	(636) 980-6122
James Henderson Jr.	Just For You Cleaning	259 Meadowcrest Drive	St. Louis, MO, 63135	(314) 226-0021
Melisa Dzekic	Aldame LLC	3131 Old Baumgartner Estates Court	St. Louis, MO, 63129	(314) 440-4427
Sindy Morales	Morales Expert Cleaning LLC	10535 Mortimer Lane	St. Louis, MO, 63134	(314) 583-1879
Zilha Softic	Mom & Me Cleaning	5957 Southcrest Way	St. Louis, MO, 63129	(314) 398-9157
Adnan Uzicanin	Uzicanin Enterprises LP	600 Morris Avenue	St. Louis, MO, 63125	(314) 546-0268
Jeremy Holmes	Holmes Cleaning	1519 Brenthaven Lane	Florissant, MO, 63031	(636) 219-6885
Lejla Dervisevic	L & S Cleaning	1015 Adworth Drive #E	St. Louis, MO, 63125	(314) 686-9746
Alen Jujic	AJ's Cleaning	1327 Millbay Court	St. Louis, MO, 63129	(314) 255-9263
Shannon Orr	Orzrus Cleaning Services	103 Hill Street	Paris, MO, 65275	(573) 719-4552
Rajfa Alisic	N & E Cleaning	8108 Pheasant Drive	Barnhart, MO, 63012	(314) 680-4071
Alma Harbas	A.S.E. Commercial Cleaners	3607 Apple Orchard Lane	St. Louis, MO, 63125	(314) 366-1013
Nasmir Kenjar	Allstar Services LLC	5559 Chauveau Drive	St. Louis, MO, 63129	(314) 484-2756
Ejub Bajric	E & E Cleaning Crew	4443 Saddle Ridge Estates	St. Louis, MO, 63129	(314) 288-5021
Karen Velasquez	Eagles Cleaning	1381 Dartmouth Ct	St. Charles, MO, 63303	(314) 766-5047
Festus Aghedo	Fedo Enterprise	1405 E. Georgetown Loop	Columbia, MO, 65203	(573) 673-6614
Michele Smart	Smarter Cleaning	11915 Brampton Hunt Road	Florissant, MO, 63033	(314) 324-1790
Maria Herrera	Herrera Cleaning	71 Scenic Cove Ln	St. Charles, MO, 63303	(571) 315-4530
Gary Eley	Eley Enterprise Inc.	1352 Woodgrove Park Drive	O Fallon, MO, 63366	(314) 550-7655
Macarena Zuniga	High Quality Services	330 Rock Ridge Road	Wentzville, MO, 63385	(314) 607-0952
Mark Allred	JMC Janitorial Services	5831 Sir Edward Ln	Florissant, MO, 63033	(314) 283-1985
Azamina Suljic	AI Cleaning	3 Red Coat Way Court	O'Fallon, MO, 63366	(314) 218-8361
Agustin Hernandez Lopez	Oswaldos Cleaning	4149 McDonald Avenue	St. Louis, MO, 63116	(314) 359-9952
Alma Ferhatbegovic	Super Cleaners	4510 Moonglow Drive	St. Louis, MO, 63128	(314) 583-6577
Mirajeta Hatic	H & M Cleaning	1959 Fox Pointe Drive	Arnold, MO, 63010	(314) 494-7242
Lisette Martin	STL Efficiency Cleaning	11048 Alan Shepard Dr	Maryland Heights, MO, 63043	(314) 406-2970
Michelle Patton	MAP Cleaning Services	1438 Willow Brook Cove	Creve Coeur, MO, 63146	(314) 443-6020

Franchisee Name	Company Name	Address	City, State, ZIP	Phone
Carlos Portillo	Capital V & I Inc.	4554 Laclede Avenue	St. Louis, MO, 63108	(915) 401-2372
Manjit Kaur	MK Service	2003 Archway Drive	Wentzville, MO, 63385	(636) 627-8062
Janice Elaine Wehmeyer	Shiny Diamonds Cleaning	4103 Zambezi Dr.	Columbia, MO, 65202	(573) 777-0200
Natalie Rockett	Natalie's Fast & Clean Services	1618 Keelen Drive	St. Louis, MO, 63136	(314) 441-0238
Zinaida Dautovic	Azra's Professional Cleaning Services	1804 Deborah DR	St. Louis, MO, 63125	(314) 598-7009
Mike Johnson	Mike's Cleaning	19 Hammes	Florissant, MO, 63031	(314) 348-0305
Michelle Patterson	Bless This Mess Cleaning	2385 Farnham Ct	Florissant, MO, 63033	(314) 295-0420
Mirsada Hasanovic	Imperial Cleaning	4333 Hannover Ct	St. Louis, MO, 63123	(314) 960-5586
Earl Roberts	ER Cleaning Services	1640 St. Denis Street	Florissant, MO, 63033	(314) 954-7610
Dzehva Latic	Spot On Cleaning	1136 Sunbolt Drive Apt C	St. Louis, MO, 63129	(314) 556-8676
Crystal Castillo	All-Star Quality Solutions	1446 Heritage Landing, Apt. 112	St. Charles, MO, 63303	(314) 496-6583
Darnell Meredith	Meredith Cleaning	10 Chambers Road	St. Louis, MO, 63137	(314) 484-2653
Sadina Alic	Direct Building Solutions	320 Bayless Avenue	St. Louis, MO, 63125	(314) 366-2386
Zija Oric	A to Z Cleaning	4839 Sierra View Place	Imperial, MO, 63052	(314) 397-5002
Nallely Lazo	Lazo's Cleaning Service	1925 Tealwood Cove Dr	Florissant, MO, 63031	(314) 359-8615
Nyford Ewing	Ewing's Cleaning	3551 Kaiser Hill Road	New Haven, MO, 63068	(314) 435-5631
Zulfo Mehmedovic	Supreme Shine Cleaners	2800 Claypool Drive	St. Louis, MO, 63125	(314) 305-1045
Bryant Jones	Jones Cleaning	12128 El Camara Drive	Florissant, MO, 63033	(314) 922-1632

## STATE OF NORTH CAROLINA

Franchisee Name	Company Name	Address	City, State, ZIP	Phone
Alkesha Brown	Remarkables Clean	7820 Holliswood Ct. #937	Charlotte, NC, 28217	(704) 258-8739
Antonio Norman		6610 Woodstream Dr.	Charlotte, NC, 28210	(704) 858-0134
Brian Eastland	Be Clean	919 Steel House Blvd	Charlotte, NC, 28205	(704) 222-6559
Christian Harris		3449 Reid Ave	Charlotte, NC, 28208	(646) 901-6655
Cynthia Friend		2229 Verde Creek Road	Charlotte, NC, 28214	(704) 231-8630
Dagney Burton		4822 Woodstone Drive; Apt A	Charlotte, NC, 28269	(803) 670-6832
Fatima Dean and Felicia Johnson	Supreme Clean	7618 Eben Drive	Charlotte, NC, 28269	(803) 378-3708
Fred Collymore & Maurice Chappell		9735 Iverness Bay Rd	Charlotte, NC, 28278	(919) 799-8075
Gwendolyn McClelland		5121 Cross Street	Charlotte, NC, 28269	(704) 905-7314
Harry Bailey	Bailey Services	145 Appaloosa Lane	Statesville, NC, 28625	(704) 832-4486
Johnnie Krider		8503 Conner Ridge Lane	Charlotte, NC, 28269	(704) 299-0997
Joshua James		7332 Meadow Glen Drive	Mint Hill, NC, 28227	(414) 350-4369
Joshua Smith		1102 Stonehenge Ln.	Charlotte, NC, 28216	(704) 493-2099
Jovanna Burton	Diva Renee Cleaning Service	9423 Bradstreet Common Way	Charlotte, NC, 28215	(704) 605-9620
Kandice Wilson and Curtis Johnson	Texsuki LLC	7708 Cedar Tree Ln	Charlotte, NC, 28227	(704) 200-5619
Kimalaya Richardson		1017 Sweetgum Street	Gastonia, NC, 28054	(704) 923-1252
Kishia Lynch		8053 King Road	Charlotte, NC, 28215	(704) 726-8240
Kyle Thomas		12532 Tanners Court	Charlotte, NC, 28262	(704) 622-3270
Loretta Hill	LAS Cleaning Company LLC	1004 Briarwood Dr.	Dallas, NC, 28034	(704) 964-3467
Martina M Jones	Clean Office, Inc.	6012 Bayfield Parkway #232	Concord, NC, 28027	(704) 919-8983
Melissa Robertson		6415 Alder Court	Charlotte, NC, 28215	(443) 518-9920
Pamela Miller	Warren Cleaning Service	4013 Softley Road	Charlotte, NC, 28206	(704) 891-2915
Patricia Farrington	J & T Cleaning Services	629 Powder Horn Lane	Indian Trail, NC, 28079	(704) 574-1711

Franchisee Name	Company Name	Address	City, State, ZIP	Phone
Robert Kitchens		1325 Philadelphia Church Rd	Dallas, NC, 28034	(704) 502-4692
Samuel and Michelle Spears		7214 Fox Point Drive	Charlotte, NC, 28269	(704) 713-5397
Shardae Jones		8933 Avebury Dr	Charlotte, NC, 282163	(704) 605-8480
Sharon McInnis		6419 Creekstone Place	Charlotte, NC, 28213	(704) 280-4804
Stephanie Davis and Donnell Mayfield	CK Solutions LLC	6500 Lantern Court	Charlotte, NC, 28277	(803) 412-9292
Teaquesha Hopkins		1220 Chaser Ridge Court	Charlotte, NC, 28216	(704) 778-2158
Tommie N. Leonard, Jr.		2967 Ridge Ave	Charlotte, NC, 28208	(704) 995-4153
Tracy Tate and Robert Rivers		520 Beechway Circle Apt. 8	Charlotte, NC, 28213	(980) 365-1159
Wilbert Hines		8611 Harris Lake Ln.	Charlotte, NC, 28269	(818) 915-1080
Yolanda Wells		6823 South Blvd Ste F	Charlotte, NC, 28217	(704) 977-8389
Tavis Morgan	One Family Cleaning	5316 Snow White Ln.	Charlotte, NC, 28213	(704) 517-8631
Lameka Smalls		6407 Matlea Ct	Charlotte, NC, 28215	(843) 260-3300
Eric Cox		6619 Hawksnest Dr	Charlotte, NC, 28269	(202) 569-6167
Kenny Porter		5903 Twin Brook Drive	Charlotte, NC, 28269	(704) 492-6084
Travis Dixon		1060 Pineborough Rd	Charlotte, NC, 28212	(704) 858-7345
Yawo Adibolo	Cleanizers LLC	14011 Samuel Merritt Way	Charlotte, NC, 28278	(980) 333-7161
Darnell Worth		151 Capital Ave Apt 4105	Mooresville, NC, 28117	(980) 475-1092
Jandresa Boyce		1230 Fern Forest Dr	Gastonia, NC, 28054	(704) 920-0119
Tanisha Watkins		104 Saye Pl	Mooresville, NC, 28115	(414) 982-8279
Doris Hill		401 Archdale Drive Apt.408	Durham, NC, 27707	(984) 219-9165
Claudia Rios-Diaz		1408 Peach Park Ln	Charlotte, NC, 28216	(704) 200-6201
Arthur Middleton		4527 Thornwood Road	Charlotte, NC, 28213	(843) 276-9984
James Harrell		126 Old York Circle	Clayton, NC, 27527	(984) 286-3411
Latoya Turner	Solace Transportation LLC	608 West Johnson St	Raleigh, NC, 27603	(704) 965-8413
Nicole Cannedy		1130 E Geer St. Apt 2	Durham, NC, 27704	(919) 591-4219
Wanda Robinson		2004 Hart Street	Durham, NC, 27703	(919) 699-1147
Karla Rodriguez Bautista	F&K Cleaning Company	620 N Hardee St	Durham, NC, 27703	(919) 672-8630
James Crockett Jr		3909 Crestridge Dr	Charlotte, NC, 28217	(704) 891-6080
Kenneth Marcelle	Kenmarc LLC	6421 Greenfield Rd	Elkridge, NC, 21075	(443) 739-5220
Kimberly Watkins		224 State St	Charlotte, NC, 28208	(704) 953-4967
Tommy Tham	Foresight Horizons LLC	1966 Tiger Eye Court	Winston Salem, NC, 27127	(336) 406-5996
Do Khan Sum		2609 Faircroftway	Monroe, NC, 28110	(704) 957-5982
DeAngelis Murray	DRM Professionals LLC	1214 Verdoucq Drive	Holly Springs, NC, 27540	(984) 500-8484
Rosie Van Lal Nghaki		8336 Early Bird Way	Mint Hill, NC, 28227	(817) 806-6914
Glenda Scott	Yardboy's and Yardgirls Residential Commercial Division, Inc.	109 North Hollybrook Road	Wendell, NC, 27591	(919) 673-7715
India Banks		1711 Interface Lane	Charlotte, NC, 28262	(980) 258-5036
Tin Tin Tun		2505 Neville Rd	Chapel Hill, NC, 27516	(980) 319-8981
Tierney Mae Gardner		5125 Crawley Dale St	Morganton, NC, 28655	(828) 544-3137
Renand Codio		4718 Hobbs Hill Drive	Charlotte, NC, 28212	(704) 724-3861
Daniel Nicely		309 Estate Dr.	Apex, NC, 27502	(239) 699-5455
James Holmes	Deluxe Pros LLC	1027 Penswick Ave	Charlotte, NC, 28215	(860) 218-8044
Angela Adama-tetty		3117 Victoria Brook Ln	Charlotte, NC, 28208	(704) 430-2197
Shayla Fordham		1761 Savannah Ln	Stanfield, NC, 28163	(724) 914-7375
Tyler Cherry		1495 Shinnville Rd	Cleveland, NC, 27013	(704) 431-2469



Franchisee Name	Company Name	Address	City, State, ZIP	Phone
Omar Ali		3619 Marvin Dr. Apt 3	Charlotte, NC, 28211	(517) 894-2841

## STATE OF NEW JERSEY

Franchise Name	Company Name	Address	City, State, ZIP	Phone
Carlos Bustamante	Bustamante Cleaning	155 E. 6th Avenue	Roselle, NJ, 07203	(201) 282-8957
Elvis Chavez	Castillo & Santos Cleaning	168 Catherine Street	Elizabeth, NJ, 07201	(908) 568-6661
Judy Melendez	5 Starz Cleaning	81 Bellair Place	Newark, NJ, 07104	(973) 687-4585
Deborah Altamirano	D & A Cleaning	208 Margaret Ct	South Plainfield, NJ, 07080	(934) 210-3649
Jessica Meeks	Clean As a Whistle	9 Chapman Place	Irvington, NJ, 07111	(973) 925-3173
Benjamin Whitfield	Perfect Clean Service LLC	23 Norwood Place	Newark, NJ, 07106	(862) 215-1172
Frank Blake	FB cleaning	402 Main Street	Metuchen, NJ, 08840	(919) 771-6763
Jihad Johnson	JBM Services	133 Columbia Avenue	Newark, NJ, 07106	(973) 687-0650
Roosevelt Lewis	O'Kelly International	870 E. Route 130	Burlington, NJ, 08016	(646) 407-0883
Rick Rodriguez	Rodriguez Cleaning	605 Green Hill Manor Dr	Franklin Park, NJ, 08823	(732) 890-9950
John Skidmore	United Building Services	309 Paul Ave	Eatontown, NJ, 07724	(609) 207-8264
Menchu Skidmore	Skidmore's Cleaning Services	309 Paul Avenue	Eatontown, NJ, 07724	(732) 644-9447
Flor Salinas	Salinas Cleaning Services	94 Broadway, Apt. #5	Paterson, NJ, 07505	(973) 337-7117
Steve Perez	Good Heart Cleaning Company	99 Clyde Avenue	Hopelawn, NJ, 08861	(551) 312-5126
Samuel Mann	Kridae Cleaning, LLC	29 Ellis Parkway	Piscataway, NJ, 08854	(732) 939-9180
Dellshone McKenzie	E T Square Enterprises	24 W. Railroad Avenue #168	Tenafly, NJ, 07670	(862) 668-0981
Frances Simmons	A & X Cleaning Services	54 Lake Road	Morristown, NJ, 07960	(973) 452-1675
Keeyan Brister	Supreme Cleaning	920 Edpas Road	New Brunswick, NJ, 08901	(732) 875-2072
Angela Edmond	Bluebird Cleaning	3805 Highway 33, Apartment #7	Neptune, NJ, 07753	(908) 433-7403
Diana Guerreo	Cleaning By Diana	120 South Adelaide Avenue	Highland Park, NJ, 08904	(848) 237-9925
Sabrina Jones	Jones Commercial Cleaning	209 California Trail	Browns Mills, NJ, 08015	(609) 954-9501
Arthur Williams	CJ Cleaning Service	171 North Walnut Street	East Orange, NJ, 07017	(862) 888-6886
Blanca Garcia	Lorena's Cleaning Service LLC	1028 Sewall Avenue	Asbury Park, NJ, 07712	(732) 930-9063
Rolono Bromell	All Around Quality Cleaning, LLC	1040 NJ-166, Apartment #2203	Toms River, NJ, 08753	(732) 504-1740
Bruce Stankiewicz, Jr	Bruce's Cleaning Service	204 Lukas Boulevard	Morganville, NJ, 07751	(732) 407-6572
Jihad Muhammad	JKM Cleaning Service	322 West Sylvania Avenue	Neptune City, NJ, 07753	(732) 766-8644
Eric Blusk	Diamond Cleaning	15 Walnut Court	Matawan, NJ, 07747	(631) 512-1660
Amanda Johnson	Divine Shine Cleaning	83 Martin Street	Somerset, NJ, 08873	(732) 207-4659
Anna Dean	R&R Immaculate Cleaning	2130 Crowland Avenue	Lindenwold, NJ, 08021	(609) 314-7859
Christine Roberts	Roberts Commercial Cleaning	12 Shanley Avenue	Newark, NJ, 07108	(973) 510-7791
Anabel Rosario	Prestige Cleaning Services	1144 Easton Avenue Apt F	Somerset, NJ, 08873	(908) 413-9857
Terrence Franklin		122 Donna Drive	Burlington, NJ, 08016	(201) 640-1207
Marcella Dickerson	Sage Cleaning Company	4 Amber Place	Sicklerville, NJ, 08081	(856) 515-0330
Victor Parker	Top Notch Commercial Cleaning	241 East Irvine Turner Blvd	Newark, NJ, 07108	(201) 852-4186
Patricia Martins		753 Kingshead Avenue	Ridgefield, NJ, 07657	(201) 681-9062
Ricardo Urbaz		1010 St Georges Ave	Rahway, NJ, 07065	(732) 925-0889
Craig West		2097 Oliver St	Rahway, NJ, 07065	(848) 250-8407
Monique Byrd		416 Myrtle Avenue	Neptune, NJ, 07753	(732) 984-0978
Devaun Armstrong		597 West Price Street	Linden, NJ, 07036	(201) 401-5274
Corey Pearson	P & R Cleaning Services	18 Kimberly Court Apt 127	Red Bank, NJ, 07701	(732) 307-5295

Franchise Name	Company Name	Address	City, State, ZIP	Phone
Stephanie Arango	Sarango's Cleaning	848 Garden Street	Elizabeth, NJ, 07202	(908) 370-3323
Dionne Price		628 Grove Street	Dunnellen, NJ, 08812	(848) 702-4799
Levert Caldwell	CF Services	612 Sylvania Avenue	Avon By The Sea, NJ, 07717	(732) 859-9944
Precieuse Paul	Second Chance Family Cleaning	12 4th Street	Toms River, NJ, 08757	(732) 642-9549
Dylan Levers		3805 Hwy 33, Apt #7	Neptune, NJ, 07753	(732) 682-9896
Tyrone Perkins		202 Park Avenue	Piscataway, NJ, 08854	(732) 900-9505
Jason Scott	Encompass Cleaning	210 West Crystal Lake Avenue	Haddonfield, NJ, 08033	(267) 625-3817
Roger Gardner		4 Cuyler Road	Kendall Park, NJ, 08824-1304	(732) 331-4448
Maria Salcedo	Spirit of Life Cleaning Services	1012 North Avenue	Elizabeth, NJ, 07201	(908) 327-7458
Tiname Bond		6109 Autumn Dr	Tinton Falls, NJ, 07753	(848) 469-5439
Michael Conant		47 Napoleon Street	Newark, NJ, 07105	(908) 285-1607
David L. Phillips		510 Silvia Street Apt. 300	Ewing, NJ, 08628	(732) 794-2511
George Carter		141 Lawrence St	New Brunswick, NJ, 08901	(732) 207-1878
Yolany Martinez		1534 W 4th St	Piscataway, NJ, 08854	(908) 548-6778
Howell Reynolds	Revive Cleaning	628 Grove Street	Dunnellen, NJ, 08812	(848) 702-4799
Mariah Pettiford	Jerseys Touch LLC	760 Eayrestown Rd	Lumberton, NJ, 08048	(732) 896-1574
Roberto Abreu	RAB Services LLC	26 Komorn St	Newark, NJ, 07195	(973) 393-8050
Jadah Smith desjardin		41 Frontier Way	Tinton Falls, NJ, 07753	(908) 839-0872
Oliver Ferrufino	Ferro Group Solutions	20 John Street	Elizabeth, NJ, 07202	(732) 621-7081
Yan-Tee Edwards		1350 S Wood Avenue	Linden, NJ, 07036	(973) 640-9188
Latoya Bullock		1219 MacArthur Drive	Camden, NJ, 08104	(856) 315-0060
Moyanda Pierre	Speedy Service & Company	1140 East St. Georges Avenue	Linden, NJ, 07036	(973) 337-3212
Faheem Akhtab		259 Garfield Avenue	Plainfield, NJ, 07062	(862) 216-7361
Namecca Parker Mitchell		35 Krotik Place	Irvington, NJ, 07111	(908) 494-0653
Kim Brant	Keep It Moving Cleaning Service LLC	289 Palombi Court	East Brunswick, NJ, 08816	(732) 895-1978
Megyn Majette		6 Mitchell Ave	New Brunswick, NJ, 08901	(908) 356-9430
Jenny Rix		27 Nishuane Road	Montclair, NJ, 07042	(908) 883-1421
Emmanuel Paul		75 Crawford Street	East Orange, NJ, 07018	(973) 280-7800
Jeffrey Arnaiz	Magoo Marketing Inc	58 Ramsey Ave	Keansburg, NJ, 07734	(917) 635-3938
Winston Brown		382 Hillcrest Ave	Somerset, NJ, 08873	(929) 216-3669
Jose Guillen Cortez		172 Main St	Woodbridge, NJ, 07095	(908) 875-0205
Eranga Thennegedara		309 Paul Ave	Eatontown, NJ, 07724	(917) 885-8956
Ma'Tasha L. Montgomery-Scott		1115 Joseph Court	South Plainfield, NJ, 07080	(732) 595-6115
Joshua Lazarre		64 Fulton Street	Woodbridge, NJ, 07095	(848) 314-8975
Luis Suarez		66 Shepard Ave	Teaneck, NJ, 07666	(646) 269-4849
Dorian Antonetty		11 S Railroad Ave	Pedricktown, NJ, 08067	(856) 295-3398
Mohammed Alamin		119 Dutton St	Somerset, NJ, 08873	(908) 392-1511
Bertha Edwards	Referred Maids Services	51 Schmidt Ln	North Brunswick, NJ, 08902	(732) 666-7022
Eulalia Delgado		1113 Sunnyview Oval	Keasbey, NJ, 08832	(908) 590-3721
Dapaque Terrell		35 Linwood Place	East Orange, NJ, 07017	(973) 820-1178
Israel Graciani Garcia		1701 E Street	Belmar, NJ, 07719	(732) 867-6644
Adrian Taylor		109 Canterbury Cove	Sicklerville, NJ, 08081	(267) 679-4856
Edward Tortoriello		109 Ambermist Way	Forked River, NJ, 08731	(732) 259-1671
Leon Douglas		12 Lawrence Dr Apt H	Browns Mills, NJ, 08015	(602) 295-6634
Sonia Grapilia		50 Stanton St Apt #A	South River, NJ, 08882	(732) 777-8801

Franchise Name	Company Name	Address	City, State, ZIP	Phone
Djamila A De Oliveira		575 Hawthorne Ave Apt 1	Newark, NJ, 07112	(862) 291-7439
Maria Martinez		18 Hurd St	Wharton, NJ, 07885	(862) 266-8941
Jahmel Davis		5209 Avalon Way	Piscataway, NJ, 08854	(347) 662-1717
Dennis Fenton		97 Ketch Rd 3 C2	Morristown, NJ, 07960	(862) 783-4544
Rodrigue Loiseau		1402 Rustic Drive	Asbury Park, NJ, 07712	(848) 218-6986

## STATE OF PENNSYLVANIA

Franchise Name	Company Name	Address	City, State, ZIP	Phone
Corey Forrest	CBF Enterprises LLC	114 Cedar Ridge Drive	Monaca, PA, 15061	(724) 630-1305
Michael Gray	Gray's Cleaning	108 Linnview Ave Fl 2	Pittsburgh, PA, 15210	(412) 819-7731
Nazera Miller	Dust Busters	1900 Belleau St	Pittsburgh, PA, 15214	(412) 728-3762
Anthony Williams	Williams Janitorial Service LLC	7328 Idlewild St	Pittsburgh, PA, 15208	(412) 708-0031
Ken Fetch	K & D Kleaning	6143 Baker School Rd	Trafford, PA, 15085	(412) 583-7662
Gina Duncan-Miller	Gaines & Company	334 Sylvania Ave	Pittsburgh, PA, 15210	(412) 965-1742
Antoinette Randolph	Phoenix Rose Cleaning	473 Wall Avenue Apt. B	Wall, PA, 15148	(412) 539-7699
Sheldon Furr	S & T Cleaners	614 Beechwood Ave Apt 2	Carnegie, PA, 15106	(585) 559-7161
Nicole Kenney	Sanford's Perfection	1128 Stanford Rd	Pittsburgh, PA, 15212	(412) 609-0046
Loretta LeGrande	Reliable Cleaning Services	847 Baldwin Street	Pittsburgh, PA, 15234	(412) 867-7717
Jamiesha Oaks	Family First	309 Anthony Street	Pittsburgh, PA, 15210	(412) 218-6860
Nadine Arrington	Unsmudged	851 Bridle Path Dr	Wexford, PA, 15090	(412) 726-0695
Brandy Bell	Brandy's Cleaning	238 Fleet Street	Rankin, PA, 15104	(412) 727-4605
Kelly Oaks	PKC	309 Anthony St	Pittsburgh, PA, 15210	(412) 435-7538
Stacey Kellum	SLR Cleaning LLC	66 Lafferty Ave	Pittsburgh, PA, 15210	(412) 758-0402
Richard Hargrove	D.I.R. Cleaning	312 Lehigh Ave	Pittsburgh, PA, 15232	(412) 773-0272
Deon Henderson	DH Cleaning	115 Teece Ave	Pittsburgh, PA, 15202	(412) 901-1895
Toni Lowry	T-N-T Co.	229 S Ohio St	Pittsburgh, PA, 15202	(412) 918-6214
Gabriella Williams & Kier Mosby	Loyalty and Hard Work Enterprise	808 Western Ave	East Pittsburgh, PA, 15112	(404) 734-7654
Mike Beckham	Beckham Cleaning	708 Island Avenue	McKees Rocks, PA, 15136	(412) 699-8278
Shauna Patterson	C-N-S Cleaning Solutions	20 Payne Pl	Canonsburg, PA, 15317	(724) 531-9000
William Berry	Berry Cleaning	828 12th St	Ambridge, PA, 15003	(724) 419-5356
Allyson Arrington	Ultra Clean	1511 Center St.	Pittsburgh, PA, 15221	(412) 290-0183
Ronald Towler Jr.	R & S Cleaning Service	220 2nd Ave	Aliquippa, PA, 15001	(412) 719-2505
James Brown	Brown Cleaning	30 Glenbrook Dr	Pittsburgh, PA, 15235	(412) 728-1383
Shalaya Glenn	Glenn's Office & Commercial Cleaning	1128 Sutherland St	Pittsburgh, PA, 15204	(412) 498-6437
Edem Avotri & Alice Avotri	Broadway Capital Advisors	320 Marshall Heights Dr	Wexford, PA, 15090	(937) 613-6239
Tenya Reid	Nolen Cleaning Enterprise LLC	3056 Glen Mawr St.	Pittsburgh, PA, 15204	(412) 370-3923
Autumn Beere	3 Family Cleaning Company	107 Weedon Drive	Pittsburgh, PA, 15235	(412) 588-9962
Lisa Easley	KNL Cleaning	9016 Marilyn Rd	Pittsburgh, PA, 15235	(412) 606-1302
Cinnamon Boea	Boea Family Cleaning Inc.	1452 Marlboro Ave	Pittsburgh, PA, 15212	(412) 390-5356
Erica Chapple	3 Chapple Cleaning	1030 Lakewood Ave	Pittsburgh, PA, 15220	(412) 551-2547
Raymond Robinson	R & R Cleaning	3310 Brownsville Rd. Apt 16	Brentwood, PA, 15227	(412) 377-3872
Kimberly Bell	The Cleantastic Team	822 Shawnee Street	Pittsburgh, PA, 15219	(412) 515-4273
Markeda Degounette	Markeda's Cleaning Service	344 Copperfield Avenue	Pittsburgh, PA, 15210	(412) 514-8631
Kenneth Cook	Crystal Clear Cleaning	1808 Loretta Dr	Pittsburgh, PA, 15235	(412) 908-2440

Franchise Name	Company Name	Address	City, State, ZIP	Phone
Timothy Fazenbaker	Faze III Cleaning	148 Hays Road	Uniontown, PA, 15401	(724) 434-6097
Rhonda L Giddens	BBW Cleaning Properties	118 Westminster Drive	Verona, PA, 15147	(412) 352-5006
Kayla Braden	Braden's Cleaning	448 Thompsonville Rd	McMurray, PA, 15317	(412) 883-9878
Seth Gonsoski	Seth G's Cleaning	214 Railroad Ave	Carnegie, PA, 15106	(412) 512-2864
India Engram	Pristine Clean	102 Briaridge Drive, Apt A	Turtle Creek, PA, 15145	(412) 692-0827
Sara Brown	Brown's Cleaning Service	52 Russell St	Baden, PA, 15005	(724) 650-1451
Joshua Adams	B & K Cleaning	4405 4th Avenue	Beaver Falls, PA, 15010	(724) 333-1032
Michael Bondi	J.V. Cleaning	124 Laughlin Avenue	Pittsburgh, PA, 15210	(412) 268-0823
Letichia Patterson	H & J Cleaning LLC	772 South Central Avenue	Canonsburg, PA, 15317	(412) 654-3031
Omneya Golden & Keith Berbach	Kingdom Cleaning	416 George St	Greensburg, PA, 15601	(724) 961-7977
Monique Robinson	Robinson Twins Cleaning Co	5122 Gloster Street	Pittsburgh, PA, 15207	(412) 618-9028
Shaniqua Towler	Nevaeha's Soft Touch	136 4th Street Apt 2	Pittsburgh, PA, 15225	(724) 302-9937
John Santez	JAS Services	30 Cecil Elementary Dr. apt 14	Cecil, PA, 15321	(724) 413-1094
Tammeka Dennison	3Amigo Cleaning LLC	144 West McIntyre Avenue	Pittsburgh, PA, 15214	(412) 853-8159
Donovan Norris	Magnifi-scent Cleaning	1914 Main Street, Apt D6	Pittsburgh, PA, 15215	(412) 513-3605
Sebastien Azouma	S & S Cleaning	2552 Odette Street	Pittsburgh, PA, 15227	(412) 668-6870
Derhon Towler	DADS Cleaning Service	311 Grand Ave	Aliquippa, PA, 15001	(412) 418-5885
Raynesha Hart	Trend Cleaning	1917 Manhattan Street	Pittsburgh, PA, 15233	(412) 277-3091
Amber Williams	A Williams Cleaning	707 Hawkins Avenue	Braddock, PA, 15104	(412) 701-7897
Christina Hodge	Christina's Cleaning	312 Oak Lane	McKees Rocks, PA, 15136	(412) 737-2035
Demetrius Yancy	Yancy's Picture Perfect Cleaning Services	524 Seddon Avenue	Braddock, PA, 15104	(412) 225-6872
Ebony Dendy	Cleaning Depot 1204	1985 Lincoln Way	White Oak, PA, 15131	(412) 812-8636
Andrea Clark	Andrea's Cleaning	4208 Inland Avenue	West Mifflin, PA, 15122	(412) 654-7537
Kenya James	KnJ Solutions	841 Cedar Ave	Sharon, PA, 16146	(412) 377-8114
Vanessa McDermott	Finesse It Clean	54 Rural Avenue	Washington, PA, 15301	(724) 531-4442
Jaquay Robinson	4 Kings Cleaning Services	3143 Shadeland Avenue	Pittsburgh, PA, 15212	(412) 425-0375
Cali Johnson	C.L. Johnson Cleaning Services	317 Bracken Avenue	Brentwood, PA, 15227	(412) 670-5284
Roy Lopez	A1 Mobile Detailing and Pressure Cleaning	97 Robinhood Dr	Cranberry Township, PA, 16066	(305) 747-3744
Edward Greene - Long	Father & Son Cleaning	440 Oak Court	Ben Salem, PA, 19020	(609) 964-9388
Delrey Taylor	Parker & Taylor Cleaning	319 Gardner St	McKees Rocks, PA, 15136	(724) 384-3346
Felice Hall	Pretty Princess Cleaning	167 Glenfield Drive	Pittsburgh, PA, 15235	(412) 735-5509
Lakeisiha Davenport	KD Commercial Services LLC	3955 Vinceton Street	Pittsburgh, PA, 15214	(412) 538-8631
Sondra Hunter	Tech Savvy Consultants LLC	20 Hillcrest Dr	Bellevue, PA, 15202	(412) 913-5095
L'Tara Robinson	HowWee Clean LLC	509 Friendship St.	McKees Rocks, PA, 15136	(412) 712-5766
Daunte Hammond & Julian Williams	HW Pro Services LLC	600 Middle Street	Pittsburgh, PA, 15212	(412) 910-3572
Lisa Wilson		7115 Ross Garden Rd	Pittsburgh, PA, 15206	(407) 764-8461
Asia Lloyd	Cleaning Roses	1290 Highfield Ct	Bethel Park, PA, 15102	(412) 439-4351
Chanda Mporokoso	CP Commercial Cleaning LLC	2360 Mount Vernon Avenue	Export, PA, 15632	(412) 969-5447
Robert Crosby	Quality First Cleaning	3909 Dowling Ave	Pittsburgh, PA, 15221	(412) 315-8397
Lashawn Reed	Strong Ambitious Women LLC	1250 Hawthorne Circle Apt 18	Oakdale, PA, 15071	(412) 537-1633
Kourtnei Younger		314 Valley View Terrace	Canonsburg, PA, 15317	(724) 249-7711
Taylor Peeples		1685 Perrysville Ave Apt 2	Pittsburgh, PA, 15212	(412) 539-7626
Derek & Dawn Gordon	D. Gordon Cleaning	5215 Dearborn St.	Pittsburgh, PA, 15224	(412) 370-8597
Tamara Allen	Allen's Cleaning LLC	222 Grant Street	Canonsburg, PA, 15317	(646) 416-4868

Franchise Name	Company Name	Address	City, State, ZIP	Phone
Lea Robinson	Status Clean Buildingstars	808 Churchill Avenue	Pittsburgh, PA, 15235	(412) 376-5026
Deborah Evans	The Official Clean	3503 Laketon Road	Pittsburgh, PA, 15235	(412) 241-6814
Simon Lewis	Simon Sayz Cleaning	709 Johnston Ave	Pittsburgh, PA, 15207	(412) 657-0468
Angela Butler		870 West Chestnut St	Washington, PA, 15301	(724) 470-8447
Nikol Davis		6731 West Barivista Dr	Verona, PA, 15147	(412) 758-3698
Jamie & Joe Finizio	Jamie and Joes Cleaning Services	2050 Redrose Ave	Pittsburgh, PA, 15210	(412) 880-8193
Kenneth Carlisle	Carlisle Cleaning	39 Grandview Ave	Baden, PA, 15005	(878) 207-5760
Victoria Perkins	Pristine Extreme Cleaning	1037 Alquin Street	Mckeesport, PA, 15133	(412) 610-3393
Melva Mair	Major Clean	416 Howard Street	East Pittsburgh, PA, 15112	(412) 545-4381
Tameeka Smith	Keeping You Clean	1508 Hodgkiss St	Pittsburgh, PA, 15212	(412) 689-5086
Kawama Hightower	KH Cleaning Services	2616 North Charles Street	Pittsburgh, PA, 15214	(724) 506-3754
Charles Dumont		1155 Greentree Rd	Pittsburgh, PA, 15220	(412) 491-9795
Dionne Cofield		1712 Grandview Ave	Braddock, PA, 15104	(412) 609-6667
Desiree Tomey	Creative Custom Cleaner	111 Icehouse Rd	Latrobe, PA, 15650	(302) 519-6753
Aaliyah McBride		301 Fram St	Pittsburgh, PA, 15208	(412) 660-7775
John Jabathy	E&J Cleaning Services	241 W. Steuben St.	Pittsburgh, PA, 15205	(412) 872-8362
Romel Scott	After Hour Cleaning	322 N Shore Dr	Pittsburgh, PA, 15212	(412) 654-1130
David Howard		133 Koehler St	Pittsburgh, PA, 15210	(412) 327-5324
Mawiyah Brown	5 Star Cleaning	161 Suncrest Drive	Verona, PA, 15147	(412) 377-7472
Christopher & Alissa Easley		416 Howard St	Pittsburgh, Pa, 15112	(412) 995-8263

## STATE OF SOUTH CAROLINA

Franchisee Name	Company Name	Address	City, State ZIP	Phone
Gwenever Cousar		915 Arlington Ave.	Rock Hill, SC, 29730	(803) 235-1155
Maurice Franklin		1455 Stroupe Street	Rock Hill, SC, 29730	(202) 702-4580
James F. Jordan		928 Round Up Road	Clover, SC, 29710	(404) 698-7726
Hugo And Patricia Lavado		469 Laurel Fork Dr	Fort Mill, SC, 29715	(803) 389-2702
Shannon Robbins		1264 Hines Road	Clover, SC, 29710	(803) 810-6589
Sugey Alarcon		315 Gates Ave	Rock Hill, SC, 29730	(704) 618-5755
Choncey Smith		1142 Stanley Drive	Rock Hill, SC, 29730	(803) 504-2204

## STATE OF TENNESSEE

Franchisee Name	Company Name	Address	City, State ZIP	Phone
Lakeisha Arrington	LA Business services	4100 William Turner Pkwy	Antioch, TN, 37013	(334) 220-9408
Shelley King		410 Blair LN	Lebanon, TN, 37087	(615) 374-8960
Tonisha King	R and T's Cleaning LLC	207 Sam Houston Circle	Gallatin, TN, 37066	(615) 497-6590
Douglas Propst	Mid States Carpet Cleaning & Restoration Co LLC	1018 Coral Dr	Murfreesboro, TN, 37127	(615) 801-6928
Jessica Flores		2228 15th Avenue North	Nashville, TN, 37208	(615) 864-6892
Noel Campbell		2535 New Hollard Circle	Murfreesboro, TN, 37128	(954) 907-0979
Araceli Castro		1432 Westview Dr.	Murfreesboro, TN, 37128	(703) 843-3042
Monica Johnson		519 Yokley Rd	Nashville, TN, 37207	(615) 589-3315
Andrea Thomas		5730 Chadwick Lane	Brentwood, TN, 37027	(615) 831-2191
Kesha Johnson		1515 Bridgecrest Dr	Antioch, TN, 37013	(615) 480-7921
Charles Bass		4018 Havendale Drive	Nashville, TN, 37207	(615) 852-6253

Franchisee Name	Company Name	Address	City, State ZIP	Phone
Calvin Farmer		708 Pennington Ave	Nashville, TN, 37206	(615) 830-0905
Kenyou Campbell	Legacy Phase 1 LLC	11205 Lebanon Road	Mount Juliet, TN, 37122	(615) 779-0776

## STATE OF TEXAS

Franchisee Name	Company Name	Address	City, State ZIP	Phone
Clifford Jackson	Jackson Cleaning Service	39 Justice Park Drive #4104	Houston, TX, 77092	(281) 798-3516
Jim Johnson	Tippitt Janitorial Services	8201 W. Bellfort Street, Apt. 1380	Houston, TX, 77071	(281) 236-1629
Luz Castro	Aydazs3	21722 Barcan Circle	Katy, TX, 77450	(713) 538-4257
Claudia Pena	CP Express Cleaning Services	11720 W. Streamertail Circle	Cypress, TX, 77433	(713) 703-9553
Simay Reyes	S.S. Cleaning	23023 Willow End St	Tomball, TX, 77375	(281) 223-3046
Averil Cozier	ACAAP's Cleaning	20819 Bastion Settle Dr	Hockley, TX, 77447	(832) 988-8584
Zonia Galindo	ZMP Cleaning	20731 Baron Bend Lane	Katy, TX, 77449	(213) 221-9443
Lener Angulo	Five Star Cleaning Services	12822 Susanna Ln	Houston, TX, 77072	(832) 537-8688
Nazilla Madanizadeh	Monaz Investments, LLC	880 Tully Road Apt 83	Houston, TX, 77079	(713) 444-1210
Gustavo Jimenez-Duarte	GJD Cleaning Service	20806 Trenton Valley Lane	Katy, TX, 77449	(281) 202-1017
Irene Jones	Action Janitorial Service	14826 Atterbury Dr.	Sugar Land, TX, 77498	(832) 449-1706
Patrocinia Lopez	P.D. Cleaning	5927 Elm Street	Houston, TX, 77081	(832) 829-0801
Catalina Ocampo	Ocampo Cleaning	21151 Covington Bridge	Spring, TX, 77388	(832) 988-6849
Alma Pinales	Alma's Cleaning	1211 E. Sunnyside Street	Houston, TX, 77076	(832) 647-1309
Erika Molina	Abeyta Molina Assoc	16103 Crooked Arrow Drive	Sugar Land, TX, 77498	(816) 878-7364
Jose Rios	J & J Cleaning	12600 Bissonnet Street, Suite A4 #442	Houston, TX, 77099	(281) 702-7504
Joshua Moore	J&H Cleaning Service	6725 Brittmoore Rd, Apt 5207	Houston, TX, 77041	(832) 475-7100
Tomasa Mendoza	R&C Cleaning Solutions	7843 Vernwood St	Houston, TX, 77040	(713) 478-8686
Caroll Henriquez	M&CA Cleaning Solutions	1115 Richcrest Drive	Houston, TX, 77060	(713) 305-6924
Miguel Celis	Isy Cleaning Services	4464 West Cypress Villas Drive	Spring, TX, 77379	(281) 781-5324
Jose DeLosReyes	Castle Cleaning Services	423 Thornwilde Park Lane	Houston, TX, 77073	(832) 468-0126
Nelson Llerena	N A Clean Service	9512 Pagewood #8	Houston, TX, 77063	(713) 835-7255
Eugene Tano	Euclean	13714 Wickersham Ln	Houston, TX, 77077	(314) 484-5869
Troy Scrutchin	Scru-Vero	6630 Sandswept Lane	Houston, TX, 77086	(281) 965-7691
Maria Molina	Zuniga's Cleaning	1103 Richcrest Drive	Houston, TX, 77060	(713) 922-4721
Elisea Henry	Wexler Essentials	23634 Wintergate	Spring, TX, 77373	(832) 820-1693
Lina Munoz	One A & B Servicer Corp	3 Ridgeline Ct	Spring, TX, 77381	(346) 814-6066
Sergio Molina	MS Cleaning Service	19615 Atasca Oaks Drive	Humble, TX, 77346	(281) 865-4621
Davida Peterson	Vida's Cleaning Services	311 North Vista Dr. #1205	Houston, TX, 77073	(412) 608-2885
Jaime Sanchez	Genesis & Edwards Cleaning	21526 Skyla Circle	Humble, TX, 77338	(979) 412-2541
Kenneth French	French Janitorial Services	4210 Elmwood Street	Houston, TX, 77051	(832) 989-1890
Celina Chinchilla	Chinchilla's Cleaning	9311 Norwood Trails Dr	HUMBLE, TX, 77396	(713) 534-2185
Oscar Davalos	USA Davalos Cleanng	6503 Wanda Ln #2307	Houston, TX, 77074	(832) 608-5612
Arthur East	East Commercial Cleaning Services	2503 Shadow Oaks Drive	Fresno, TX, 77545	(281) 898-3755
Teena Leon	Leon Power Cleaning	2310 Kolby Way	Houston, TX, 77073	(832) 288-7843
Donnell Dillard	Inbaiah Cleaning Co	2818 Darby Brook Dr.	Fresno, TX, 77545	(281) 216-9296
Erwin Posadas & Norma Hernandez-Olivares	N.H.O Enterprises LLC	12611 High Sea Drive	Tomball, TX, 77377	(832) 881-8892
Felipe Ramirez	F & L Cleaning Services	2547 Upland Willow	Houston, TX, 77038	(281) 905-4254
Maria Flores	M & C Cleaning	1300 15th St	Hempstead, TX, 77445	(832) 364-3488

Franchisee Name	Company Name	Address	City, State ZIP	Phone
Azi Jones	Jones Cleaning	19614 Tigris Spring Circle	Katy, TX, 77449	(504) 906-5000
Urbano Rios	Cleaning Pro	7318 Jay Street	Houston, TX, 77028	(281) 635-2348
Kina Young	Jaguar Cleaning Service	11519 Lago Verde Dr	Richmond, TX, 77406	(832) 453-9525
Emmanuel Bonnelus	Absolute Commercial Cleaning	1980 Post Oak Blvd	Houston, TX, 77056	(239) 834-4669
Silvia Parker	Silvia's Cleaning	15 Victoria Drive West	Montgomery, TX, 77356	(713) 885-3488
Esmeralda Valdez	Prime Clean Up Services	13410 Jones Rd	Houston, TX, 77070	(832) 845-4908
Fea Trotman	Fea's Cleaning	20203 Enchanted Rose Lane	Cypress, TX, 77433	(832) 833-9606
Juan Coronado	RR Cleaning Services	8730 Nicoi Creek Drive	Humble, TX, 77338	(713) 425-9363
Brian Nicks	Nicks Enterprises & Services	2104 Canal St.	Houston, TX, 77003	(832) 909-8270
Lasonia Vinnett	Vinnett Enterprise LLC	12330 N Gessner Rd	Houston, TX, 77064	(281) 408-6343
Gustavo Acosta	Switch Cleaning Services	15707 Sandisfield Ln	Houston, TX, 77084	(281) 802-7090
Kenneth Luckett	K & L Cleaning	6401 Del Rio St	Houston, TX, 77021	(281) 686-1246
Patricia Sandoval	Sandoval Cleaning	11618 Larkdale Dr	Houston, TX, 77099	(832) 434-3150
Erick Caceres	Castillo's Cleaning	4309 Hanley Lane	Houston, TX, 77093	(832) 297-9312
James Washington	Traditional Services	3505 Hutchins Street	Houston, TX, 77004	(713) 474-7408
Scott Dubberke	All Star Cleaners	11519 Yorkshire Oaks Drive	Houston, TX, 77065	(832) 455-5665
Gabrielle Monroe	Monroe's Cleaning Service	3448 Coyle St. Apt 2310	Houston, TX, 77003	(281) 300-4915
Sarah Williams	William's Pristine Clean	27 Wickerdale Place	The Woodlands, TX, 77382	(936) 202-7104
Lourdes Caceres	Caceres's Cleaning Services	15506 Kellerwood Drive	Houston, TX, 77086	(832) 768-8375
Adafi Haq	Adafi B Haq	16103 Crooked Arrow Dr	Sugar Land, TX, 77498	(832) 498-6768
Joshua Bass	AHB Cleaning Service	14811 Ramblebrook Ln	Humble, TX, 77396	(832) 233-9338
Terrence Cummings	Executive Cleaning	6610 Blue Hills Road	Houston, TX, 77069	(228) 326-2281
Herman Ary	Ary Care Services	12015 Duane St.	Houston, TX, 77047	(832) 885-6657
Alexis Ferraz	Ferraz Cleaning Co	2200 S. Fort Apache Rd	Las Vegas, TX, 89117	(754) 757-6748
Xiomara Valdes	Martinez Cleaning Company	1850 Halstead St	Missouri City, TX, 77489	(832) 744-5724
Camille Bejarano	OLM Commercial Cleaning Services	15202 Foster Springs Ln	Houston, TX, 77095	(832) 525-0848
Elian Yopez	EasyClean	15480 Dallas Parkway #1066	Dallas, TX, 75248	(469) 587-4376
Melvin McCormick	Penn City Cleaning	1235 Coronado Ln	Duncanville, TX, 75137	(214) 244-8198
Maria Marquez		23803 Mesia Meadow Ln	Katy, TX, 77493	(832) 660-1913
Nancy Scrutchin	Jaks Cleaning	6818 Winding Trace Dr	Houston, TX, 77086	(281) 818-5343
Courtney Smith	CDS the Cleaner	1111 Durham Dr Apt. 408	Houston, TX, 77007	(662) 882-0854
Amaury Diaz	PRB DETAIL ZONE LLC	16347 La Luna Drive	Houston, TX, 77083	(346) 318-2251
John Sherry	DS Cleaning Services	2477 Fm 1488 Apt 825	Conroe, TX, 77384	(832) 514-8379
David Houston		3323 Fountain Hills	Missouri City, TX, 77459	(314) 629-7326
Orvin Wooten	Semper Fi Cleaning Services	4910 Highland Spring Dr	Richmond, TX, 77469	(618) 604-3889
Petrona Martinez		22139 Greengate Drive	Spring, TX, 77389	(832) 566-8602
Krisbeth Moronta		9915 FM 1960 Road West #1403	Houston, TX, 77070	(281) 662-0320
Terry Reese		5405 Round Rock Rd	Garland, TX, 75044	(214) 455-2769
Andrew Posso		3505 Piedmont Dr	Plano, TX, 75075	(516) 209-6707
Lester Eby	Eby Home Repair & Janitorial Services	2519 John West Rd #8104	Dallas, TX, 75228	(682) 408-6225
Zoila Leticia Callejas		22707 Pinewood Place	Tomball, TX, 77375	(832) 970-1918
Samuel Fillie-Faboe - Sam&KD		5201 Par Drive	Denton, TX, 76208	(267) 244-6375
Dennis Marshall		5201 Collin McKinney Pkwy, Apt.6303	McKinney, TX, 75070	(254) 216-4763
Zewdnesh Sinke		1303 Middleton Dr	Rockwall, TX, 75087	(763) 291-6188
Leonardo Chabelo		721 Van Horn Dr	Irving, TX, 75060	(469) 449-5637

Franchisee Name	Company Name	Address	City, State ZIP	Phone
Sarah Ibrahim		6400 Independence Pkwy Apt. 4505	Plano, TX, 75023	(940) 999-0146
Javier Gonzalez		609 W Vine Ave	Mcallen, TX, 78501	(210) 809-7646
Darrell Porchia		217 Shady Timbers Lane	Murphy, TX, 75094	(214) 718-3417
Lourdes Calzado Diaz		22430 Fincastle Dr	Katy, TX, 77450	(586) 233-6242
John Ling		2721 Chadwick Dr	Fort Worth, TX, 76131	(817) 996-6671
Monika Williamson		24214 Taranto Creek Court	Houston, TX, 77493	(682) 251-6242
Nan Mary Thin Ang		12543 Sharpview Dr	Houston, TX, 77072	(531) 220-6175
Gideon Abunuma		7500 Cook Road	Houston, TX, 77072	(346) 907-2966
Javier Reyes		17122 Carshalton Ct	Houston, TX, 77084	(713) 517-8902
Jean Lazarre		14181 Noel Rd #6104	Dallas, TX, 75254	(517) 505-0205
Kenneth Ware		10112 Forest Spring Ln	Houston, TX, 77584	(713) 320-4530
Rocio Alvarez		11255 Tanner Rd #1	Houston, TX, 77041	(832) 306-7012
Stacey Mason		12242 Grove Point	Houston, TX, 77066	(678) 637-9308
Frida Zelaya	Minty Cleaning Service Inc.	1708 Cliffrose Ln	Lewisville, TX, 75067	(469) 381-6803

## STATE OF WEST VIRGINIA

Franchisee Name	Company Name	Address	City, State ZIP	Phone
Tarrika Jenkins	Tarrika Jenkins	80 Newcomers Way Unit 104	Wheeling, WV, 26003	(304) 650-2101



## OUR FRANCHISEES WHICH LEFT THE SYSTEM

(The list of franchisees which have been terminated, cancelled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Application Date.) If you buy this franchise, your contact information may be disclosed to other buyers when you leave this franchise system.

### STATE OF ARIZONA

Franchisee name	City, State	Phone
Trinidad Hernandez	Tolleson, AZ	(623) 398-5417
Brian Monroy Merino	Mesa, AZ	(480) 352-5131
Karla Martinez	Phoenix, AZ	(702) 470-6449
Rosa Flores De Maldonado & Eduardo Flores Maldonado	Phoenix, AZ	(623) 428-3931
Maria Felix Barajas	Buckeye, AZ	(661) 733-7796
Chynna Padilla	Phoenix, AZ	(480) 849-7034
Dayana Machado	Phoenix, AZ	(602) 638-6990
Marisol Martinez	Queen Creek, AZ	(818) 687-6057
Nohemi Orozco	Phoenix, AZ	(602) 754-5423
Tanisha Hurd	Phoenix, AZ	(480) 408-7307
Jonathan Castillo Medina	Phoenix, AZ	(480) 685-0108
Griselda Hernandez	Phoenix, AZ	(602) 600-8598
Edward Castanon	Chandler, AZ	(602) 451-0997
Mary Ontog	Tempe, AZ	(602) 358-5395
Alain Ndoumba	Phoenix, AZ	(602) 907-8619
Charise Taylor	Chandler, AZ	(480) 640-0601
Htoo Htoo	Phoenix, AZ	(623) 274-9410
Bryon Warren	El Mirage, AZ	(480) 228-8921
Keyatta Dunbar	Phoenix, AZ	(602) 664-0581

### STATE OF FLORIDA

Franchisee Name	City, State	Phone
Lisett Reyes	Casselberry, FL	(832) 293-7057
Courtney Minor	Tampa, FL	(813) 535-1475
Iris Melecio-Lopez	Tampa, FL	(813) 325-6027
Yilian Arroyo	Tampa, FL	(315) 706-6905
Daniela Campos	Tampa, FL	(813) 481-0307
Shanelle Johnson	Riverview, FL	(813) 842-1065
Chantina Wilson	Tampa, FL	(813) 324-0180
Angelica Rodriguez	Tampa, FL	(813) 577-0311
Anicia Simpson	Tampa, FL	(863) 677-4660
Jankaira Vargas	Tampa, FL	(646) 309-1000

**STATE OF GEORGIA**

<b>Franchisee Name</b>	<b>City, State</b>	<b>Phone</b>
Zakira Norris	Atlanta, GA	(470) 557-2326
Stephany Zabala	Auburn, GA	(404) 997-0053
Danielle Hood	Atlanta, GA	(404) 200-7999
Daranita Dean	Lithonia, GA	(470) 388-9184
Philomen Bethel	Loganville, GA	(470) 430-1579

**STATE OF ILLINOIS**

<b>Franchisee Name</b>	<b>City, State</b>	<b>Phone</b>
Martha Lemus	Berwyn, IL	(708) 267-2182
Monika Smolak	Chicago, IL	(773) 587-3477
Sheila Olvera	Chicago, IL	(708) 979-3800
Angel Lagunas	Waukegan, IL	(224) 730-0864
Anahi Martinez	Chicago, IL	(773) 930-5007
Leonor Hernandez	Cicero, IL	(708) 224-1262
Jose A. Sanchez	Cicero, IL	(708)504-4621
Anca Stoian	Des Plaines, IL	(224) 558-3629
Nabor Centeno	Elgin, IL	(224) 760-4816
Kelli Wilson-Cooper	Granite City, IL	(314) 779-7890
Orlando Hernandez	Harvey, IL	(773) 983-6592
Troy Watson	Oak Park, IL	(708) 275-4543
Osmin Arce	Oak Park, IL	(773) 439-9084
Jose Romero	West Chicago, IL	(630) 524-1939
Barbara Babinski	Wheeling, IL	(224) 619-7660

**STATE OF INDIANA**

None

**STATE OF KANSAS**

<b>Franchisee Name</b>	<b>City, State</b>	<b>Phone</b>
Kyaw Aung	Kansas City, KS	(913) 605-4850
Christopher Sterling	Kansas City, KS	(913) 318-9329

**STATE OF MISSOURI**

<b>Franchisee Name</b>	<b>City, State</b>	<b>Phone</b>
Rajinder Kaur	St. Charles, MO	(314) 719-9252
Tomas Becerril	Maryland Heights, MO	(314) 456-3435
Sinbad Subasic	St. Louis, MO	(314) 478-4140
Demetra Antionette Wright-Nunn	Florissant, MO	(314) 625-0192

<b>Franchisee Name</b>	<b>City, State</b>	<b>Phone</b>
Denis Nasufovic	Ballwin, MO	(314) 229-5747
Batseba Riquelme-Young	Florissant, MO	(818) 941-3930
Alisa Skoric	Affton, MO	(314) 702-0808
Tewodros Woldemariam	St. Louis, MO	(314) 585-6477
Ricardo Redd	Florissant, MO	(314) 405-4209
Amar Mrzljak	Arnold, MO	(314) 546-0372
Suzana Arnaut	Saint Louis, MO	(314) 283-7665
Neenei Roby	Kansas City, MO	(816) 782-1478
Christal Thomas	Kansas City, MO	(816) 419-3328

### **STATE OF NORTH CAROLINA**

<b>Franchisee Name</b>	<b>City, State</b>	<b>Phone</b>
Latasha Reid	Pineville, NC	(704) 661-8349
Marcus White	Charlotte, NC	(704) 352-5379
Orville Lewis	Waxhaw, NC	(917) 603-1488
Shacora Caldwell	Charlotte, NC	(980) 210-0530
Siobhan Jackson	Charlotte, NC	(704) 670-1808
Tomeka McClain	Charlotte, NC	(704) 858-5041
Edwin Orr	Charlotte, NC	(704) 963-4024
Jose Martinez	Charlotte, NC	(704) 877-8514

### **STATE OF NEW JERSEY**

<b>Franchisee Name</b>	<b>City, State</b>	<b>Phone</b>
Emilio Torres	Franklin Park, NJ	(732) 213-7255
Beatrice Jackson	Carteret, NJ	(848) 250-1633
Daniele Pitts	Manchester Township, NJ	(732) 998-9972
Yona Adika	East Brunswick, NJ	(718) 908-9883
Brian Barnes	Glassboro, NJ	(609) 970-1865
Lashonn Durant	Plainfield, NJ	(908) 405-8299
Alonza Cox Jr.	Long Branch, NJ	(732) 233-8889
Ty-Ree Dormeus	Clementon, NJ	(848) 702-1845
Jonathan Shaw	East Orange, NJ	(973) 494-2722
Priscila Quesada	Piscataway, NJ	(908) 305-7655
Belony Silaire	Roselle, NJ	(954) 404-4735
Jasmine Ferra	Waldwick, NJ	(646) 526-2648
Jose Sanchez	Somerset, NJ	(848) 459-0154
Rachel Keys	Orange, NJ	(973) 651-6849
Aliyah Diaz	Clifton, NJ	(862) 823-2455

## STATE OF PENNSYLVANIA

Franchisee Name	City, State	Phone
Veston Richards	Duquesne, PA	(412) 892-0737
Maureen Morris	Homestead, PA	(412) 512-9870
Jamaya McCune-McBride & Amia McCune	Turtle Creek, PA	(412) 353-6510
Valerie Bowser	McKeesport, PA	(412) 690-5972
Shaeronda Nolen	Pittsburgh, PA	(412) 712-3712
Joy McKnight	Pittsburgh, PA	(412) 728-6045
Maria Reyes Nchama Aseko	Pittsburgh, PA	(412) 716-9223
Pamula Smith	Pittsburgh, PA	(412) 313-4538
Charles Butler	Bellevue, PA	(412) 360-5116
Zhiera Manigault	Tarentum, PA	(814) 218-5257
Samuel Dixon	Philadelphia, PA	(267) 593-8174
Ashley Burse	Swissvale, PA	(724) 302-9570
Shaquala Berry	McKeesport, PA	(412) 808-4673
Keona Moon-Angell	Turtle Creek, PA	(412) 969-7131
Dasawn Gray	Pittsburgh, PA	(412) 819-5597
Eric Blackwell Jr	Cranberry Township, PA	(724) 766-6222
Christina Bedilion	Pittsburgh, PA	(912) 220-1826
Shawn Walthour	Oakdale, PA	(412) 894-5646
Peter Owolabi	Canonsburg, PA	(724) 624-2605
Alex DeLuca	New Brighton, PA	(412) 402-8345
Dawn Howard	Pittsburgh, PA	(412) 294-7613
April Muckler	Pittsburgh, PA	(412) 245-7333
Nastasha Bonner	Pittsburgh, PA	(412) 606-2090
Reese Elliott	Pittsburgh, PA	(412) 515-5443
Jodi Berry	Pittsburgh, PA	(412) 886-4397
Cortez Lee	Pittsburgh, PA	(412) 901-5323
Melissa Coleman	Pittsburgh, PA	(412) 848-5850
Catherine Glenn	Baden, PA	(724) 269-0719
Jenniel Palmer	Carnegie, PA	(561) 827-4738
Latrice Rose	Swissvale, PA	(412) 961-3500
Asia Merchant	Rankin, PA	(412) 315-1163
Jazmyne Taggert	Pittsburgh, PA	(412) 923-2876

## STATE OF SOUTH CAROLINA

None

### STATE OF TENNESSEE

Franchisee Name	City, State	Phone
Bri-Kel Johnson	Nashville, TN	(615) 693-6055
Joyce Agobi	Lebanon, TN	(615) 481-1455
Maurice Cannon	Nashville, TN	(229) 894-0201
Capreya Walton	Madison, TN	(615) 579-4004
Mashondra Driver	Madison, TN	(615) 919-2426
Jorge A Perozo Almeida	Smyrna, TN	(629) 217-4942
Onome Fapetu	Clarksville, TN	(516) 808-9247
Elbert Malone	Old Hickory, TN	(629) 244-0192
Naquida McClenon	Nashville, TN	(629) 246-0863
Frances Robinson	Nashville, TN	(629) 273-7762

### STATE OF TEXAS

Franchisee Name	City, State	Phone
Earl Johnson	Missouri City, TX	(832) 817-2567
Crystal Prejean	Houston, TX	(832) 845-0895
Mary Cole	Willis, TX	(832) 574-1273
Idania Villalba Lopez	Houston, TX	(832) 646-6856
Jose Perez	Houston, TX	(832) 748-0885
Susana Valencia	Cleveland, TX	(832) 935-3648
Maurita Martinez	Houston, TX	(713) 539-0878
Leva Pate & Josh Franklin	Humble, TX	(281) 995-5630
Osarogie Ayela Uwangu	Houston, TX	(469) 267-4957
Olga Garcia	Houston, TX	(713) 480-8722
Cynthia Torres	Houston, TX	(713) 391-7951
Alan Watkins	Houston, TX	(281) 914-6600
LaQuita Joubert	Houston, TX	(832) 233-9005
Christa Lott	Spring, TX	(346) 263-4521
Angel Prakash	Houston, TX	(832) 835-8528

### STATE OF WEST VIRGINIA

Franchisee Name	City, State	Phone
Tamika Morris	Morgantown, WV	(412) 883-6486

## LIST OF THE SUBFRANCHISEES OF THE MASTER FRANCHISEES

### STATE OF TEXAS

Franchisee Name	Company	Address	City, State ZIP	Phone
Patricia Perez		10500 S. IH 35 # 11305	Austin, TX, 78748	(512) 496-7468
Sergio Larraga		5707 Strathanm Drive	Austin, TX, 78724	(512) 796-0759
Nathaly Palma		2000 S. Lakeline	Cedar Park, TX, 78613	(917) 309-6768
Aida Quintero		1720 Wooten Park	Austin, TX, 78748	(512) 496-7468
Valerie DeLaGarza		107 Kickapoo Trail	Seguin, TX, 78155	(830) 243-3135
Maria Garcia		17900 Pfluger Farm Lane	Austin, TX, 78660	(512) 844-5368
Stephanie Gonzalez Garcia		1701 S, Heatherwilde Blvd. # 623	Pflugerville, TX, 78660	(512) 538-9143
Norma Hernandez		5311 Regency Drive	Austin, TX, 78724	(512) 484-8778
Oscar Luna		7416 Lady Suzanne's Court	Austin, TX, 78729	(210) 249-1410
Rodolfo Martinez		326 Alyson Lane	Hutto, TX, 78634	(512) 868-8049
Jorge Melendez		324 Alyson Lane	Hutto, TX, 78634	(512) 740-0423
Rosario Mendez		156 Camino Del Sol	Del Valle, TX, 78617	(512) 552-4748
Yasmin Anaya		101 Bearberry Lane	Elgin, TX, 78621	(512) 709-7182
Mayra Negron-Romero		139 W. St. Elmo Rd., D 216	Austin, TX, 78745	(512) 297-4236
Esther Salazar		109 Jacob's Way	Hutto, TX, 78634	(512)8764958
Fabian Villarreal		1289 Rainbow Parke Drive	Round Rock, TX, 78665	(512) 902-9902
Candace Williams		3026 Bent Tree Loop	Round Rock, TX, 78681	(512) 772-9940
Roberto Romero	All City Cleaning	8303 Cedar	Austin, TX, 78735	(512) 369-9920
Luis Aponte	L.A. Professional Services	5409 Bahan Drive	Del Valle, TX, 78617	(512) 483-4667
Louis Brown	LB's Specialty Services	5304 Two Iron St. Unit C	Austin, TX, 78744	(512) 696-9160
Roberto Albarran	Mario's Building Services	10400 Macmora	Austin, TX, 78758	(512) 586-1218
Omar Rosado	NOA Solutions, LLC	19404 Smith Gin	Manor, TX, 78653	(787) 295-0593
Rosalind Zavala	RZ's Detailed Cleaning Services	1743 Posey Road	San Marcos, TX, 78666	(512) 353-7466
Irma Acevedo	Tropical Island	2200 Southeastern Trail	Round Rock, TX, 78664	(512) 848-1740
Nancy Alvarado		7301 Carver Ave.	Austin, TX, 78752	(512) 420-7334
Carolina Calderon		500 E. Stassney	Austin, TX, 78745	(512) 8453431
Maribel Fuentes	Fuentes Services	4108 River Rd.	Cedar Creek, TX, 78612	(737) 202-5022
Ray Vasquez		506 Tillery		(737) 247-5003
Bernard Jackson		147 Keegan's Way		(404) 913-5478
Maria Lili Reyes	JJE Star Cleaning Service	8325 Panadero Dr.		(512) 992-3605

### STATE OF CONNECTICUT

Franchisee Name	Company	Address	City, State, ZIP	Phone
Juan Mogollon	CD Cleaning Services, LLC	135 Henry St	Greenwich, CT 06830	(914) 661-2780
Stefani Murillo	Twelve Minute Call LLC	45 Stevens St	Bridgeport, CT 06606	(203) 908-2391
Karla Navarrete	NICA Style LLC	430 Carroll Ave	Bridgeport, CT 06607	(203) 812-2710
Nara De Oliveira	EAL Cleaning Services LLC	17 Stillman Avenue	Danbury, CT 06810	(203) 770-8817
Jose Pretel		168 N. Water Street	Greenwich, CT 06830	(203) 202-4831

Franchisee Name	Company	Address	City, State, ZIP	Phone
Vanessa Naranjo Rodriguez	OM's Cleaning Service	141 Stuart Avenue	Norwalk, CT 06850	(203) 818-2082
Anthony Villegas		16 School St	Norwalk, CT 06851	(203) 818-3034
Bryan Lecca	Maintenance Services LLC	442 Anton St	Bridgeport, CT 06606	(203) 690-8403
Jheffry Acuna	Advantage Cleaning	29 Candlelight Drive	Danbury, CT 06811	(203-969-5642
Margorita Arias	Anglomar Multi Janitorial Services	45 High Street	Norwalk, CT 06851	(203) 981-2782

## STATE OF NEW YORK

Franchisee Name	Company	Address	City, State, ZIP	Phone
Cristopher Cortez	Cordian LLC	22-04 128th St	College Point, NY 11356	(860) 960-4500
Candelaria Leal Galindo	A&J Cleaning Solutions LLC	185 Linden St	Yonkers, NY 10701	(914) 309-8967
Rodrique Goode		1026 Prospect Ave	Bronx, NY 10459	(917) 335-4773
Cyrus Johnson	Left Lane Omni Media LLC	PO Box 604210	Bayside NY, 11360	(347) 233-0368
Jorge Espinoza	Magic Safety Cleaning Inc	167 Tabor St	Brentwood, NY, 11717	(631) 897-0782
Ruben Villa	House Cleaning Systems LLC	28 South Lawn Ave	Elmsford, NY 10523	(914) 584-0971
Angelica M Velez	ARJ Cleaning Services	850 N Monroe Ave	Lindenhurst, NY 11757	(631) 449-4917
Dharam Sing	Saini LLC	83-29 Langdale Street	New Hyde Park, NY 11040	(516) 808-0623
Diana Posso	Possmontes LLC	135-30 78th Ave Apt A	Kew Garden Hills, NY 11367	(516) 439-0539
Jeffrey Turenne	Best-In Corporate Cleaning	208 W 149th St	New York, NY 10039	(347) 703-2172
Stacey Banwarie	Lady Lyte LLC	14946 116th Street	South Ozone Park, NY 11420	(332) 202-2172
Lauro Herrera	H&U Cleaning Service Corp	357 Newport Rd	Uniondale, NY 11553	(516) 984-8971
Ernesto Almodovar	Sunrise Cleaning and Maintenance	19025 Woodhull Avenue	Hollis, NY 11423	(917) 942-0925
Maria Pacheco	KBPC Corp	126 Queens St	Bayshore, NY 11706	(631) 644-3787
Margaret Morda		57 Adams Avenue	Sound Beach, NY, 11789	(516) 860-4683
Fidel Pacheco		87 Greenwood Rd	Bay Shore, NY, 11706	(631) 579-1769
Shamshud Hosein		86 W Court Dr	Centerreach, NY, 11720	(631) 793-5831
Andy Rosario		34 Lebrun Street	Port Jefferson Station, NY, 11776	(631) 682-3000
Denis Kamberovski		180 E 17th Street	Brooklyn, NY, 11226	(315) 704-9726
Grace Gavilanes		1339 Smithtown Ave	Bohemia, NY, 11716	(631) 278-8628
Gamandeep Singh		21416 Hillside Ave	Queens Village, NY, 11427	(631) 526-1713

## MASTER FRANCHISEES' SUBFRANCHISEES WHICH LEFT THE SYSTEM

(The list of subfranchisees which have been terminated, cancelled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with the master franchisees within 10 weeks of the Application Date.) If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

### STATE OF CONNECTICUT

Franchisee Name	City, State	Phone
Tavaughn Bunn	Danbury, CT	(203) 917-5851

### STATE OF NEW YORK

Franchisee Name	City, State	Phone
Cyrus Johnson	Bayside, NY	(347) 233-0368
Steven Rivera	Bronx, NY	(347) 501-2082

### STATE OF TEXAS

Franchisee Name	City, State	Phone
Keep Austin Clean	Austin, TX	(512) 579-6487



**EXHIBIT G**  
**AUDITED FINANCIAL STATEMENTS**

**BUILDINGSTARS INTERNATIONAL, INC.  
AND SUBSIDIARIES**

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS**

**Years Ended December 31, 2023, 2022 and 2021**

# **BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**

## **TABLE OF CONTENTS**

	<b>Page</b>
<b>Independent Auditor's Report</b>	<b>1</b>
<b>Consolidated Financial Statements</b>	
Balance Sheets	3
Statements of Income	4
Statements of Changes in Stockholder's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7

## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Buildingstars International, Inc.

### **Opinion**

We have audited the accompanying consolidated financial statements of Buildingstars International, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023, 2022 and 2021, and the related consolidated statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Buildingstars International, Inc. and Subsidiaries as of December 31, 2023, 2022 and 2021, and the results of their operations and their 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. 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 Buildingstars International, Inc. and Subsidiaries, 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 the 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 Buildingstars International, Inc.'s ability to continue as a going concern within 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 generally accepted auditing standards 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, including omissions, 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.

## **Auditor's Responsibilities for the Audit of the Financial Statements** (continued)

In performing an audit in accordance with generally accepted auditing standards in the United States of America, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial 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 Buildingstars International, Inc.'s internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Buildingstars International, Inc.'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.

The image shows a handwritten signature in black ink. The letters 'UHY' are written in a large, stylized, cursive font, followed by 'LLP' in a smaller, more straightforward cursive font.

St. Louis, Missouri  
March 13, 2024

# BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES

## CONSOLIDATED BALANCE SHEETS

	December 31,		
	2023	2022	2021
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash	\$ 4,106,102	\$ 2,863,264	\$ 4,149,743
Accounts receivable	3,857,717	3,666,318	4,858,741
Notes receivable	1,894,350	1,379,360	1,572,124
Prepaid expenses and other	368,669	325,894	200,484
Total current assets	<u>10,226,838</u>	<u>8,234,836</u>	<u>10,781,092</u>
<b>PROPERTY AND EQUIPMENT</b>	<u>28,489</u>	<u>48,276</u>	<u>432,521</u>
<b>OTHER ASSETS</b>			
Due from related parties	509,542	646,430	643,802
Right-of-use asset - finance	577,771	566,597	-
Right-of-use asset - operating	1,250,416	546,656	-
Goodwill	700,971	807,268	212,124
Other	35,727	41,871	21,669
	<u>3,074,427</u>	<u>2,608,822</u>	<u>877,595</u>
	<u>\$ 13,329,754</u>	<u>\$ 10,891,934</u>	<u>\$ 12,091,208</u>
<b>LIABILITIES AND STOCKHOLDER'S EQUITY</b>			
<b>CURRENT LIABILITIES</b>			
Current portion of long-term debt	\$ -	\$ -	\$ 188,690
Current portion of finance lease obligation	187,703	218,930	-
Current portion of operating lease obligation	382,518	306,932	-
Accounts payable	3,992,944	3,649,729	3,479,938
Accrued expenses	1,404,337	1,242,805	1,063,913
Deferred franchise sales revenue	1,791,976	1,303,103	1,472,401
Due to related parties	12,090	219,947	86,628
Total current liabilities	<u>7,771,568</u>	<u>6,941,446</u>	<u>6,291,570</u>
<b>LONG-TERM LIABILITIES</b>			
Long-term debt	-	-	120,854
Finance lease obligation	371,548	303,135	-
Operating lease obligation	869,598	243,591	-
	<u>1,241,146</u>	<u>546,726</u>	<u>120,854</u>
<b>STOCKHOLDER'S EQUITY</b>			
Common stock - no par value;			
authorized and issued - 30,000 shares	500	500	500
Paid-in capital	1,386,511	1,386,511	1,386,511
Retained earnings	2,930,029	2,016,751	4,291,773
	<u>4,317,040</u>	<u>3,403,762</u>	<u>5,678,784</u>
	<u>\$ 13,329,754</u>	<u>\$ 10,891,934</u>	<u>\$ 12,091,208</u>

See notes to consolidated financial statements.

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF INCOME**

	Years Ended December 31,		
	2023	2022	2021
REVENUE	<b>\$ 76,205,348</b>	\$ 70,164,196	\$ 63,186,280
COST OF REVENUE	<b><u>55,325,794</u></b>	<u>50,810,089</u>	<u>45,245,924</u>
GROSS MARGIN	<b><u>20,879,554</u></b>	<u>19,354,107</u>	<u>17,940,356</u>
OPERATING EXPENSES			
General and administrative expenses	<b>12,509,619</b>	11,453,047	10,204,617
Depreciation and amortization	<b><u>469,583</u></b>	<u>387,132</u>	<u>307,150</u>
	<b>12,979,202</b>	11,840,179	10,511,767
OTHER INCOME			
Employee retention credit, net	<b><u>327,366</u></b>	<u>-</u>	<u>-</u>
NET INCOME	<b><u>\$ 8,227,718</u></b>	<b><u>\$ 7,513,928</u></b>	<b><u>\$ 7,428,589</u></b>

*See notes to consolidated financial statements.*

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY**  
**Years Ended December 31, 2023, 2022 and 2021**

	<b>Common Stock</b>	<b>Paid-In Capital</b>	<b>Retained Earnings</b>	<b>Total</b>
Balance at January 1, 2021	\$ 500	\$ 1,386,511	\$ 4,936,315	\$ 6,323,326
Net Income	-	-	7,428,589	7,428,589
S Corporation Distributions	-	-	(8,073,131)	(8,073,131)
Balance at December 31, 2021	500	1,386,511	4,291,773	5,678,784
Net Income	-	-	7,513,928	7,513,928
S Corporation Distributions	-	-	(9,788,950)	(9,788,950)
Balance at December 31, 2022	500	1,386,511	2,016,751	3,403,762
Net Income	-	-	<b>8,227,718</b>	<b>8,227,718</b>
S Corporation Distributions	-	-	<b>(7,314,440)</b>	<b>(7,314,440)</b>
Balance at December 31, 2023	<b><u>\$ 500</u></b>	<b><u>\$ 1,386,511</u></b>	<b><u>\$ 2,930,029</u></b>	<b><u>\$ 4,317,040</u></b>

*See notes to consolidated financial statements.*



# BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF CASH FLOWS

	Years Ended December 31,		
	2023	2022	2021
<b>OPERATING ACTIVITIES</b>			
Net income	\$ 8,227,718	\$ 7,513,928	\$ 7,428,589
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	469,583	387,132	307,150
Gain on sale of right-of-use asset - finance	(151,292)	(41,623)	-
Noncash lease expense	37,321	3,867	-
Changes in			
Accounts receivable	(191,399)	1,192,423	(1,321,505)
Notes receivable	(514,990)	192,764	(240,188)
Prepaid expenses and other	(42,775)	(125,410)	11,553
Other assets	6,144	(20,202)	(1,258)
Accounts payable	343,215	169,791	635,049
Accrued expenses	161,532	173,546	172,560
Deferred franchise sales revenue	488,873	(169,298)	228,957
Net cash provided by operating activities	<u>8,833,930</u>	<u>9,276,918</u>	<u>7,220,907</u>
<b>INVESTING ACTIVITIES</b>			
Purchase of property and equipment	-	(23,004)	(10,729)
Acquisition of business	-	(682,738)	-
Proceeds from sale of property and equipment	-	21,520	-
Repayment from (advances to) related parties	(70,969)	130,691	(175,933)
Net cash used by investing activities	<u>(70,969)</u>	<u>(553,531)</u>	<u>(186,662)</u>
<b>FINANCING ACTIVITIES</b>			
Payment of long-term debt	-	-	(196,835)
Payment of finance lease obligations	(205,683)	(220,916)	-
S Corporation distributions	(7,314,440)	(9,788,950)	(8,073,131)
Net cash used by financing activities	<u>(7,520,123)</u>	<u>(10,009,866)</u>	<u>(8,269,966)</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	<b>1,242,838</b>	<b>(1,286,479)</b>	<b>(1,235,721)</b>
<b>CASH, Beginning</b>	<b><u>2,863,264</u></b>	<b><u>4,149,743</u></b>	<b><u>5,385,464</u></b>
<b>CASH, Ending</b>	<b><u>\$ 4,106,102</u></b>	<b><u>\$ 2,863,264</u></b>	<b><u>\$ 4,149,743</u></b>
<b>SUPPLEMENTAL DISCLOSURES</b>			
Interest paid	<u>\$ 31,858</u>	<u>\$ 49,522</u>	<u>\$ 37,528</u>
Noncash investing and financing activities			
Right-of-use asset obtained through operating leases	<u>\$ 1,105,970</u>	<u>\$ 947,983</u>	<u>\$ -</u>
Right-of-use asset obtained through finance leases	<u>\$ 345,408</u>	<u>\$ 859,681</u>	<u>\$ -</u>
Purchase of vehicles through capital leases	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 57,842</u>
Trade-in value received from sale of vehicles	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 41,843</u>

See notes to consolidated financial statements.

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023, 2022 and 2021**

**NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

This summary of significant accounting policies is presented to assist in understanding the Company's consolidated financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the consolidated financial statements.

**Business Activity**

Buildingstars International, Inc. (the Company) began operations in 2009 and is a wholly-owned subsidiary of Facility Brands, Inc. (Facility Brands). The Company is in the business of selling master janitorial franchises that, in turn, sell and service janitorial sub-franchises to individuals throughout the United States of America. These Buildingstars franchises deliver high quality facility services to customers in a variety of markets. The Company currently has master franchises in Austin, Texas and Hudson Valley, New York.

The Company has two wholly-owned subsidiaries. As a company-owned master franchise, Buildingstars Management sells commercial cleaning unit franchises in the St. Louis, Chicago, Phoenix, Houston, Pittsburgh, New Jersey, Tampa, Atlanta, Nashville, Dallas, Charlotte, Kansas City, and Raleigh-Durham metropolitan areas. Buildingstars Operations is the operating company for Buildingstars Management. Together, these companies provide the framework for unit franchisees to offer commercial cleaning services to the general public. This framework consists of managerial expertise, support, training and use of registered trademark.

**Entities Under Common Control**

With respect to entities under common control, the Company has elected to apply the alternative accounting and disclosures provided to private companies by generally accepted accounting principles related to entities under common control. Accordingly, the entities disclosed in Note 8 have not been evaluated under the specific guidance for variable interest entities.

**Principles of Consolidation**

The consolidated financial statements include the accounts of the Company and its subsidiaries. Significant intercompany transactions and balances have been eliminated in consolidation.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Cash**

The Company from time to time during the year may have bank balances in excess of its insured limits. Management has deemed this as a normal business risk.

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
December 31, 2023, 2022 and 2021

**NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Concentration of Credit Risk**

The Company generates accounts receivable in the normal course of business. The Company grants credit to franchisees and customers throughout the United States and does not require collateral to secure accounts receivable.

**Accounts Receivable**

Accounts receivable are carried net of allowance for credit losses. The allowance for credit losses is increased by provisions charged to expense and reduced by accounts charged off, net of recoveries. The allowance is maintained at a level considered adequate to provide for potential account losses based on management's evaluation of the anticipated impact on the balance of current economic conditions, changes in the character and size of the balance, past and expected future loss experience and other pertinent factors.

Changes in the allowance for credit losses are as follows:

	As of and for the Years Ended December 31,		
	2023	2022	2021
Balance at beginning of year	\$ 168,319	\$ 89,927	\$ 28,000
Amounts written off	(71,467)	(12,828)	(48,579)
Amounts Recovered	5,600	1,350	4,073
Provision for credit losses	<u>22,770</u>	<u>89,870</u>	<u>106,433</u>
Balance at end of year	<u>\$ 125,222</u>	<u>\$ 168,319</u>	<u>\$ 89,927</u>

**Notes Receivable**

Notes receivable consist of non-interest promissory notes from franchisees for the payment of initial franchise fees and account sales fees. Payment terms are monthly ranging from 12 to 20 months and withheld from the franchisee's monthly contract revenue. The allowance for credit losses related to notes receivable is not significant.

**Property and Equipment**

Property and equipment are recorded at cost less accumulated depreciation. Depreciation is computed primarily on the straight-line and accelerated methods over the estimated useful lives of the assets, ranging from three to ten years. Leasehold improvements are depreciated over the term of the lease.

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023, 2022 and 2021**

**NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Leases**

The Company determines if an arrangement is a lease at inception by determining whether the agreement conveys the right to control the use of the identified asset for a period of time, whether the Company has the right to obtain substantially all of the economic benefits from use of the identified asset, and the right to direct the use of the asset. Lease liabilities are recognized at the commencement date based upon the present value of the remaining future minimum lease payments over the lease term using the rate implicit in the lease or the risk-free rate. The risk-free rate is defined as the daily treasury par yield curve rate for a period of time that approximates the lease term. The Company's lease terms include options to renew or terminate the lease when it is reasonably certain that it will exercise the option.

The lease right-of-use assets are initially measured at the carrying amount of the lease liability and adjusted for any prepaid or accrued lease payments, remaining balance of lease incentives received, unamortized initial direct costs, or impairment charges relating to the right-of-use-asset. Certain leases contain escalation clauses, which are factored into the right-of-use asset where appropriate. Lease expense for minimum lease payments are recognized on straight-line basis over the lease term.

Variable lease expenses include payments based upon changes in a rate or index, such as consumer price indexes, as well as usage of the lease asset, utilities, real estate taxes, insurance and variable common area maintenance are expensed as incurred. The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

**Goodwill**

Goodwill is the excess of an acquired business over the fair value amounts assigned to identifiable assets acquired and liabilities assumed. The Company has elected to amortize goodwill on a straight-line basis over 10 years and to test goodwill for impairment at the reporting unit level. Goodwill is tested for impairment when a triggering event occurs that indicates the fair value of an entity (or reporting unit) may be below its carrying amount.

**Asset Impairment Assessments**

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. Impairment is recognized to the extent that the sum of undiscounted estimated future cash flows expected to result from use of the assets is less than carrying value. If impairment is recognized, the carrying value of the impaired asset is reduced to its fair value.

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023, 2022 and 2021**

**NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Revenue**

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. In determining when and how revenue is recognized from contracts with customers, the Company performs the following five step analysis: (1) identification of contract with customer, (2) determination of performance obligations, (3) measurement of the transactions price, (4) allocation of the transaction price to the performance obligation, and (5) recognition of revenue when or as the Company satisfies each performance obligation.

Accounts receivable from contracts with customers were \$3,857,717, \$3,666,318, \$4,858,741, and \$3,537,236 at December 31, 2023, 2022, 2021, and 2020, respectively.

*Janitorial Services*

The Company's primary source (90%) of revenue consists of janitorial services and sales of janitorial supplies. Revenue from services is recognized when the services are performed and supply and equipment sales when the products are delivered. Customers are billed monthly for services and supplies, if applicable, and generally have payment terms of 15 days. Payment terms may vary by the type and location of our customer. The term between invoicing and when payment is due is not significant and is less than one year.

*Individual Franchises*

Franchise revenue consists principally of continuing monthly fees based upon the franchisee's customer-level revenue. Franchise revenue also includes initial fees resulting from the sale of a franchise, finder fees for new accounts, and administrative fees. Revenue from sales of individual franchises is generally recognized when services to be provided by the Company have been performed over time. The unit franchise contract is for one to five years with a renewal option. The Company recognizes initial franchise fees when the franchisee has started the account. The Company-owned Master Franchise is obligated to offer the franchisee a minimum annual revenue base and on-going training and support. The Company-owned Master Franchise obtains customers under janitorial contracts and assigns them to the franchisees. The Company-owned Master Franchise also provides the franchisees with monthly billing and collection services on the assigned janitorial customers.

The Company-owned Master Franchise remits payments to the franchisee based upon the prior month's billings after deducting the franchise service fees of 10% to 30%, any financing payments due, and other incidental expenses. The net remittances are included in cost of sales in the consolidated financial statements. Total initial franchise fees, included in franchise revenue in the consolidated statements of income, totaled \$399,863, \$219,365, and \$276,937 for the years ended December 31, 2023, 2022 and 2021 respectively.

*Master Franchises*

Revenue from master franchises consist of initial master franchise fee, royalties and franchise sales fees, and revenue from other services provided to the master franchisees.

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023, 2022 and 2021**

**NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Revenue (Continued)**

*Master Franchises (Continued)*

The master franchise contract is for 20 years with a renewal option of 10 years. Initial master franchise fees are recognized upon execution of the master franchise agreement. Royalty and franchise sales fees are based on a percentage of certain monthly revenue categories set forth in the master franchise agreement, subject to annual minimum fees, and are recognized in the month they are earned.

*Deferred Franchise Sales Revenue*

Timing of revenue recognition may differ from the timing of invoicing to franchisees. Unearned revenue is recorded when revenue is recognized subsequent to billing.

*Sales Tax*

The Company has elected to present sales tax collected and remitted to a governmental authority in revenue and cost of revenue.

**Advertising**

Advertising costs are charged to general and administrative expenses when incurred and were \$377,307, \$328,491, and \$231,659 for the years ended December 31, 2023, 2022 and 2021, respectively.

**Income Taxes**

The Company has elected to be taxed as an S Corporation under the provisions of the Internal Revenue Code. As a result of this election, income of the Company is taxable to the stockholder of the parent company and no provision for income taxes has been made in the consolidated financial statements. The Company anticipates making future distributions to the parent company in amounts at least sufficient to pay taxes on the Company's taxable income.

**Employee Retention Credit**

The Employee Retention Credit (ERC), a credit against certain payroll taxes allowed to an eligible employer for qualifying wages, was established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act and further amended by the Consolidated Appropriations Act (CAA) and the American Rescue Plan (ARP). The Company recorded \$327,366 of ERC credits net of direct consulting fees of \$54,343, during the year ended December 31, 2023.

Laws and regulations concerning government programs, including the ERC established by the CARES Act, are complex and subject to varying interpretations. Claims made under the CARES Act may also be subject to retroactive audit and review. There can be no assurance that regulatory authorities will not challenge the Company's claim to the ERC, and it is not possible to determine the impact, if any, this would have upon the Company.

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
December 31, 2023, 2022 and 2021

**NOTE 1 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**Recently Adopted Accounting Pronouncement**

Effective January 1, 2023, the Company adopted accounting standards update ASU 2016-13 *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which replaced the incurred loss methodology with an expected loss methodology. There was no material impact to the consolidated financial statements as a result of the adoption of ASU 2016-13.

**Subsequent Events**

The Company has performed a review of events subsequent to the balance sheet date through March 13, 2024, the date the consolidated financial statements were available to be issued.

**NOTE 2 — PROPERTY AND EQUIPMENT**

Property and equipment are stated at cost less accumulated depreciation and consists of the following:

		December 31,	
	2023	2022	2021
Leasehold Improvements	\$ 5,135	\$ 5,135	\$ 5,135
Furniture and Fixtures	497,002	497,002	474,000
Equipment	42,539	42,539	42,539
Vehicles	-	-	894,037
	544,676	544,676	1,415,711
Less Accumulated Depreciation	516,187	496,400	983,190
	<u>\$ 28,489</u>	<u>\$ 48,276</u>	<u>\$ 432,521</u>

**NOTE 3 — GOODWILL**

Goodwill and accumulated amortization consists of the following:

		December 31,	
	2023	2022	2021
Goodwill	\$ 932,014	\$ 932,014	\$ 270,797
Less accumulated amortization	231,043	124,746	58,673
	<u>\$ 700,971</u>	<u>\$ 807,268</u>	<u>\$ 212,124</u>

Amortization expense was \$106,297, \$66,074, and \$27,080 for the years ended December 31, 2023, 2022 and 2021, respectively.

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
December 31, 2023, 2022 and 2021

**NOTE 3 — GOODWILL (Continued)**

Future amortization expense of goodwill is as follows:

Year Ending December 31,	
2024	\$ 98,726
2025	89,928
2026	89,928
2027	89,928
2028	89,928
Thereafter	<u>242,533</u>
	<u>\$ 700,971</u>

**NOTE 4 — LONG-TERM DEBT**

Long-term debt consists of the following:

	December 31,		
	2023	2022	2021
Finance leases due through December 2024, payable in monthly installments totaling \$16,940 including interest at an average rate of 9.9%, secured by vehicles	\$ -	\$ -	\$ 309,544
Less current portion of long-term debt	<u>-</u>	<u>-</u>	<u>188,690</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 120,854</u>

**NOTE 5 — LEASES**

The Company leases certain office space and equipment from third parties and a related party. The Company leases vehicles under finance leases.

The components of lease costs are as follows:

	Year Ended December 31,		
	2023	2022	2021
Operating lease expense	\$ 185,279	\$ 175,866	\$ 240,460
Related party lease expense	257,551	257,551	257,551
Finance lease expense:			
Amortization of right-of-use assets	343,502	294,885	240,453
Interest on lease liabilities	<u>24,369</u>	<u>50,008</u>	<u>-</u>
	<u>\$ 810,701</u>	<u>\$ 778,310</u>	<u>\$ 738,464</u>



**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
December 31, 2023, 2022 and 2021

**NOTE 5 — LEASES** (Continued)

Minimum future lease payments under non-cancellable operating and finance leases described above as of December 31 are as follows:

Year ending December 31,	Finance Leases	Third Party Operating Leases	Related Party Operating Leases	Total Operating Leases
2024	\$ 255,168	\$ 161,491	\$ 257,551	\$ 419,042
2025	225,451	88,087	237,551	325,638
2026	94,607	70,456	197,551	268,007
2027	8,923	18,442	197,551	215,993
2028	-	-	120,431	120,431
	<u>584,149</u>	<u>338,476</u>	<u>1,010,635</u>	<u>1,349,111</u>
Less: present value discount	<u>24,898</u>	<u>12,230</u>	<u>84,765</u>	<u>96,995</u>
Total lease liability	559,251	326,246	925,870	1,252,116
Less: Current portion of lease liability	<u>187,703</u>	<u>125,716</u>	<u>256,802</u>	<u>382,518</u>
Long-term lease liability	<u>\$ 371,548</u>	<u>\$ 200,530</u>	<u>\$ 669,068</u>	<u>\$ 869,598</u>

The weighted average remaining lease term and discount rates are as follows:

	Year Ended December 31,		
	2023	2022	2021
Weighted average lease term (years)			
Finance leases	1.36	1.69	-
Third party operating leases	2.42	2.78	-
Related party operating leases	4.29	1.86	-
Weighted average discount rate			
Finance leases	2.84%	2.80%	-
Third party operating leases	3.08%	1.22%	-
Related party operating leases	3.92%	0.94%	-

**NOTE 6 — REVENUE**

Disaggregation of revenues by timing of revenue recognition consists of the following:

	Years Ended December 31,		
	2023	2022	2021
Revenue Recognized Over Time	\$ 72,943,569	\$ 67,634,762	\$ 61,085,572
Revenue Recognized at a Point in Time	<u>3,261,779</u>	<u>2,529,434</u>	<u>2,100,708</u>
	<u>\$ 76,205,348</u>	<u>\$ 70,164,196</u>	<u>\$ 63,186,280</u>

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023, 2022 and 2021**

**NOTE 7 — RETIREMENT PLAN**

The Company has a 401(k) plan which covers eligible employees. Matching contributions to the plan are discretionary and were \$126,500, \$103,925, and \$95,193, for the years ended December 31, 2023, 2022 and 2021, respectively.

**NOTE 8 — TRANSACTIONS WITH ENTITIES UNDER COMMON CONTROL**

The Company purchases janitorial supplies from Green Sky SW. Total purchases from Green Sky SW were \$1,607,351, \$1,408,524, and \$1,105,181 for the years ended December 31, 2023, 2022 and 2021, respectively. Accounts payable was \$63,724, \$23,854, and \$93,823 to Green Sky SW at December 31, 2023, 2022 and 2021, respectively. Accounts receivable from Green Sky SW was \$34,911, \$56,265, and \$80,054 at December 31, 2023, 2022 and 2021, respectively.

The Company engages Infinite Pipeline for telemarketing services. Fees paid to Infinite Pipeline were \$1,355,156, \$1,002,470, and \$814,486 for the years ended December 31, 2023, 2022 and 2021, respectively. The Company utilizes Infinite Pipeline employees for supervisor support. Payroll and related expenses reimbursed to Infinite Pipeline were \$161,409, \$309,122, and \$279,561 for the years ended December 31, 2023, 2022 and 2021, respectively. Accounts payable was \$100,346, \$223,342, and \$160,832 to Infinite Pipeline at December 31, 2023, 2022 and 2021, respectively. The Company periodically advances funds to Infinite Pipeline, and related accounts receivable was \$383,204, \$347,067, and \$318,799 at December 31, 2023, 2022 and 2021, respectively.

Other amounts due from related parties with common ownership was \$86,978, \$86,128, and \$85,399 for the years ended December 31, 2023, 2022, and 2021, respectively. Other amounts due to related parties with common ownership were \$12,090, \$5,182, and \$6,909 at December 31, 2023, 2022 and 2021, respectively.

Facility Brands Facility (FBF) owns office buildings and leases these properties to the Company. Rent expense to FBF was \$257,551 for the years ended December 31, 2023, 2022 and 2021. The mortgage notes totaling approximately \$2,600,000 are secured by deeds of trust and security interests in substantially all of the Company's assets.

Net amounts due from FBF were \$14,995, \$144,560, and \$159,725 at December 31, 2023, 2022 and 2021, respectively.

Facility Brands has a revolving line of credit with maximum borrowings of \$500,000. The Company is a guarantor to the agreement. There were no outstanding borrowings at December 31, 2023.

**BUILDINGSTARS INTERNATIONAL, INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**December 31, 2023, 2022 and 2021**

**NOTE 9 — ACQUISITION OF BUSINESS**

Effective June 28, 2022, Buildingstars International, Inc. and Impact Visions Ventures Inc., an unrelated master franchisee, agreed to terminate their master franchise agreement. Simultaneously, the parties entered into an asset purchase agreement whereby Buildingstars Management purchased certain assets, primarily consisting of customer contracts and sub-franchisee contracts, for a total purchase price of \$650,000.

This business unit is known as Buildingstars Charlotte. The purchase price was assigned to goodwill and fixed assets.

Effective July 14, 2022, Buildingstars Operations purchased a franchise from Ricardo Redd, a franchisee, in which the agreement released the franchisee from the franchise agreement and absolved the company from future claims. The total purchase price was \$32,738.

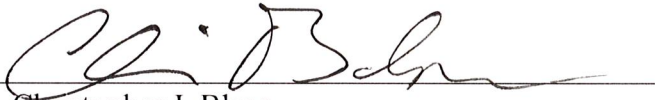
## GUARANTEE OF PERFORMANCE

For value received, Buildingstars International, Inc., a Missouri corporation (the “Guarantor”), located at 33 Worthington Access Drive, St. Louis, MO 63043, absolutely and unconditionally guarantees to assume the duties and obligations of Buildingstars Management, Inc., a Missouri corporation (the “Franchisor”) located at 33 Worthington Access Drive, St. Louis, MO 63043, under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Manlyland Heights, Missouri, on the 16 day of April, 2024.

**Guarantor:**

**BUILDINGSTARS INTERNATIONAL, INC.**

By:   
Name: Christopher J. Blase  
Title: President, Chief Executive Officer and Secretary

## **EXHIBIT H**

### **UNAUDITED FINANCIAL STATEMENTS**

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM

**NONE**

**EXHIBIT I**  
**LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS**

**ILLINOIS**

Franchise Division  
Office of Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

**INDIANA**

Indiana Secretary of State  
Securities Division  
302 West Washington Street  
Room E-111  
Indianapolis, IN 46204  
(317) 232-6681

### **State Effective Dates**

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

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

<b>State</b>	<b>Effective Date</b>
Illinois	Pending
Indiana	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.

## EXHIBIT J RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this franchise disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If we do not deliver this franchise disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified in Exhibit I.

The name, principal business address and telephone number of each franchise seller offering the franchise: Christopher Blase, Christopher Hogg, or Nathan Hucker, Buildingstars Management, Inc., 33 Worthington Access Drive, St. Louis, MO 63043, (314) 991-3356; Ryan McIntire, 11209 N. Tatum Blvd., Suite 210, Phoenix, AZ 85028, (602) 369-4589; Kayla Dawson, 28050 US Hwy 19N, Suite 405, Clearwater, FL 33761, (813) 475-6909; Mike Shanus, 3330 Cumberland Blvd., Atlanta, GA 30339, (770) 993-6854; Kelly Wineinger, 902 Morse Ave., Schaumburg, IL 60193, (630) 737-0681; Travis Griesbach, 197 State Route 18 South, Suite 204, North Wing, East Brunswick, NJ 08816, (732) 215-9321; Jeff Lewis, 681 Andersen Drive, Ste 110, Pittsburgh, PA 15220, (412) 852-5159; William Pearson, 9005 Overlook Blvd, Suite 150, Brentwood, TN 37027, 615-979-6121; Rob Mashigian, 2435 North Central Expressway, 12th Floor, Richardson, Texas 75080, (469) 482-9339; Ryan Clay, 2500 Regency Pkwy, Cary, NC 27518, (919) 353-2082; Michael Grasso, 434 Crompton Street, Charlotte, NC 28273 (704) 408-9220; Brian Jeffrey Corrigan, Jr., 7300 W. 110<sup>th</sup> Street, 7<sup>th</sup> Floor, Overland Park, KS 62210 (913) 242-3951, Joel Euresti, 3200 Wilcrest Dr., Suite 340, Houston, TX 77042, (713) 335-0274, or Sherry Davis, 40 NE Loop 410, Suite 100, San Antonio, TX 78216, (830) 260-5683.

Date of Issuance: April 17, 2024

See Exhibit I for our registered agents authorized to receive service of process.

I have received a disclosure document dated April 17, 2024, that included the following Exhibits:

- |  |   |
|--|---|
| A. Technician Franchise Agreement      | F. List of Franchisees                                  |
| B. On-Site Manager Franchise Agreement | G. Audited Financial Statements                         |
| C. Corporate Franchise Agreement       | H. Unaudited Financial Statements-none                  |
| D. Table of Contents of Manual         | I. List of State Agencies/Agents for Service of Process |
| E. State Specific Addenda              | J. Receipt  |

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Disclosure # \_\_\_\_\_

**KEEP THIS COPY FOR YOUR RECORDS**



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_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name
		Disclosure # _____

Please sign this copy of the receipt, date your signature, and return it to Buildingstars Management, Inc.:

33 Worthington Access Drive, St. Louis, MO 63043; 11209 N. Tatum Blvd., Suite 210, Phoenix, AZ 85028; 28050 US Hwy 19N, Suite 405, Clearwater, FL 33761; 3330 Cumberland Blvd., Atlanta, GA 30339; 902 Morse Ave., Schaumburg, IL 60193; 197 State Route 18 South, Suite 204, North Wing, East Brunswick, NJ 08816; 681 Andersen Drive, Suite 110, Pittsburgh, PA 15220; 9005 Overlook Blvd, Suite 150, Brentwood, TN 37027; 434 Crompton Street, Charlotte, NC 28273; 2500 Regency Pkwy, Cary, NC 27518; 7300 W. 110<sup>th</sup> Street, 7<sup>th</sup> Floor, Overland Park, KS 62210, 3200 Wilcrest Dr., Suite 340, Houston, TX 77042, or 40 NE Loop 410, Suite 100, San Antonio, TX 78216.