



Franchise Disclosure Document

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MaidPro Franchise Corporation
A Massachusetts corporation
77 North Washington Street
Boston, MA 02114
(617) 742-8787
Mark@maidpro.com
www.maidpro.com



The franchisee will operate a MAIDPRO Franchised Business which provides residential and commercial cleaning services and other related services.

The total investment necessary to begin operation of a MAIDPRO Select Market Franchised Business is from \$29,789 to \$57,149, which includes the \$7,900 to be paid to the franchisor. The total investment necessary to begin a MAIDPRO Select Market Franchised Business if you are a qualified service veteran of the United States armed forces is \$26,789 to \$54,149, which includes \$4,900 that must be paid to the franchisor. The total investment necessary to begin a MAIDPRO Select Market Conversion Franchised Business is \$21,889 to \$49,249, which includes the waiving of the franchise fee that must be paid to the franchisor.

The total investment necessary to begin operation of a MAIDPRO Enterprise Market Franchised Business is from \$74,749 to \$114,509, which includes the \$21,500 to be paid to the franchisor. The total investment necessary to begin a MAIDPRO Enterprise Market Franchised Business if you are a qualified service veteran of the United States armed forces is \$71,749 to \$111,509, which includes \$18,500 that must be paid to the franchisor. The total investment necessary to begin a MAIDPRO Enterprise Market Conversion Franchised Business is \$53,249 to \$93,009, which includes the waiving of the franchise fee that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in the 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 Mark Kushinsky, Chief Executive Officer at 77 North Washington Street, Boston, Massachusetts 02114, Telephone 617-742-8787.

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 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 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, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: March 31, 2013.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN MASSACHUSETTS. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN MASSACHUSETTS THAN IN YOUR OWN STATE. FOR THOSE CLAIMS THAT CANNOT BE SUBMITTED TO ARBITRATION THE FRANCHISE AGREEMENT REQUIRES YOU TO SUE US ONLY IN MASSACHUSETTS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE US IN MASSACHUSETTS THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT MASSACHUSETTS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOU MUST PAY US MINIMUM ROYALTY FEES, EVEN IF YOUR FRANCHISED BUSINESS DOES NOT GENERATE ANY REVENUE.
4. YOUR SPOUSE AND THE SPOUSES OF ANY OF YOUR OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, AND THE MANAGER OF YOUR FRANCHISED BUSINESS MUST SIGN A CONFIDENTIALITY AND NON-COMPETITION AGREEMENT EVEN IF THEY ARE NOT INVOLVED IN THE OPERATION OF THE FRANCHISE. SPOUSES ARE PROHIBITED FROM OWNING, OPERATING OR PERFORMING SERVICES FOR A COMPETING BUSINESS DURING THE TERM OF THE AGREEMENT.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for state effective dates.

(FOR STATE ADDENDA AND AMENDMENTS, SEE EXHIBIT “D”)

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.

The Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

<u>State</u>	<u>Effective Date</u>
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of March 31, 2013.

NOTICE REQUIRED UNDER HAWAIIAN FRANCHISE LAW

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

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

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

**NOTICE REQUIRED
BY
STATE OF MICHIGAN**

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, according to the Michigan Department of Attorney General, Consumer Protection Division (the “Division”), the provisions are void and cannot be enforced against you:

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

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

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

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

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

The fact that there is a notice of this offering on file with the Attorney General of Michigan does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to:

Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

TABLE OF CONTENTS

Item		Page
1	The Franchisor, and any Parents, Predecessors and Affiliates.....	9
2	Business Experience	10
3	Litigation.....	11
4	Bankruptcy.....	11
5	Initial Fee	11
6	Other Fees	12
7	Estimated Initial Investment	18
8	Restrictions of Sources of Products and Services	22
9	Franchisee’s Obligations.....	23
10	Financing	24
11	Franchisor’s Assistancess, Advertising, Computer Systems and Training	24
12	Territory	30
13	Trademarks	31
14	Patents, Copyrights and Proprietary Information	32
15	Obligation to Participate in the Actual Operation of the Franchised business	33
16	Restriction on What the Franchisee May Sell.....	33
17	Renewal, Termination, Transfer and Dispute Resolution	34
18	Public Figures	36
19	Financial Performance Representations.....	36
20	Outlets and Franchisee Information.....	42
21	Financial Statements	49
22	Contracts	49
23	Receipt	50
Exhibits		
A.	Agents for Service of Process and State Administrators.....	51
B.	Financial Statements.....	54
C.	Franchise Agreement and Related Materials	81
	Addenda to Franchise Agreement	
	A. Licensed Marks	118
	B. Territory Definition	119
	C. End User License Agreement for MaidPro Software.....	120
	D. Confidentiality and Non-Competition Agreement.....	123
	E. Franchise Compliance Questionnaire.....	127
	F. Guaranty	129
	G. Transfer of Service Agreement.....	131
	H. Electronic Funds Transfer Authorization.....	132
	I. Promissory Note and Security Agreement.....	133
	J. VetFran Amendment to Franchise Agreement.....	141
D.	State Specific Addenda and Riders.....	143
E.	Form of Mutual Termination and General Release	175
F.	List of Current and Former Franchisees.....	178
G.	Conversion Franchise Agreement.....	195
H.	Receipt	200

Item 1
THE FRANCHISOR AND ANY PARENT, PREDECESSORS AND
AFFILIATES

To simplify the language in this Disclosure Document, “MaidPro” or “we” refers to MaidPro Franchise Corporation, the franchisor. “You” means the person or any corporation, partnership or legal entity who buys the franchise, including the franchisee’s owners and partners.

We are a Massachusetts corporation that was incorporated on August 1, 1996. Our principal business address is 77 North Washington Street, Boston, MA 02114. We conduct business under our corporate name, under the trade name and service mark “MaidPro”, URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like (“e-names”) and associated logos, designs, symbols and trade dress (collectively, the “Marks”).

We have no parent or predecessors.

Our affiliate, MaidPro, Inc., provides residential and commercial cleaning services. MaidPro, Inc.’s principal business address is 180 Canal Street, Boston, MA 02114. MaidPro, Inc. and we have common owners. MaidPro, Inc. was incorporated in Massachusetts on June 7, 1993.

Neither we, nor our affiliate nor any of our officers or the officers of our affiliate currently operates any other types of businesses. We do not own or control any other affiliated companies. We have been offering franchises since February 1, 1997. We have not offered franchises in any other line of business.

Please refer to Exhibit A for agent for service of process.

We currently have 159 MaidPro franchised offices providing residential and commercial cleaning and other related services to individuals and businesses within designated service areas. MaidPro, Inc. currently operates 1 affiliate-owned office in Massachusetts.

We franchise the right to provide our cleaning and other related services to the public.

We also offer conversion franchises to individuals and entities that have offered cleaning services similar or identical to the Franchised Business for at least six months and that have generated more than \$25,000 in sales during that six month period in that business. Conversion franchisees will sign the Franchise Agreement and Conversion Franchise Agreement. All terms of the Franchise Agreement will apply to the conversion franchisee unless otherwise specified in this Disclosure Document

Your competition may include other cleaning companies or services and self-employed individuals.

During the past 22 years our affiliate, MaidPro, Inc., has operated its home office in Boston, Massachusetts, similar to the franchised offices being offered. All offices are located in urban or suburban areas and generally serve households having individuals with joint incomes greater than \$75,000 and the general business community. We are a year round business.

There are no regulations specific to our industry that will affect the operation of your Franchised Business, other than those laws and regulations that apply to all businesses in general.

Item 2 BUSINESS EXPERIENCE

Chairman Board of Directors & Chief Executive Officer- Mark Kushinsky

Since April 10, 2008 Mark Kushinsky has been Chairman of our Board of Directors. Prior from August 1, 1996 to April 10, 2008, Mr. Kushinsky was our President and a Director. From February 1996 to 2009, Mark Kushinsky was President and a Director of Insight Direct, Inc. From August 1991 to April 10, 2008 Mr. Kushinsky was President and a Director of MaidPro, Inc. On April 10, 2008 he was elected Chairman of MaidPro Inc.'s Board of Directors.

Director & President - Richard Sparacio

Since April 10, 2008 Richard Sparacio has been our President and a Director. Prior from August 1, 1996 to April 10, 2008, Mr. Sparacio was our Vice President and a Director. Mr. Sparacio currently focuses on developing skills of the MaidPro offices. He works closely with every office as they start their new business. From November 1991 to April 10, 2008, Richard Sparacio was Vice President and a Director of MaidPro, Inc. On April 10, 2008 he was elected President of MaidPro, Inc.

Vice President, Planning & Development- Charles Lynch

Since April 2009 to the present date Charles Lynch has served as our Vice President of Planning & Development. Prior from September 2001 to April 2009 Mr. Lynch served as our Director of Strategic Planning. From February 1995 to March 2001, Mr. Lynch worked as the manager of Coolidge House CSC, a Community Sanction Center for Federal Inmates. Mr. Lynch works closely with all potential franchisees through our discovery process.

Vice President, Strategy, R&D and Technology - Jeff Wechsler

Since May 2009 to the present date Jeff Wechsler has served as our Vice President of Strategy, R&D and Technology. Prior from May 2006 to May 2009 Jeff served as our Director of Research & Development. From June 2004 to May 2006, Mr. Wechsler worked with The Burbank Group, Wellesley, Massachusetts, where he contracted as a Business Intermediary assisting clients to buy, sell, and value privately held companies.

Vice President, Consumer Marketing - James Doyle

James Doyle joined us in May 2005. James initially served as our Marketing Manager from May 2005 to June 2009. In June 2009 he was appointed to his current role as Director of Marketing and Sales. James received his undergraduate degree in Marketing from Suffolk University and obtained his master's degree in Business Administration from Bentley University.

Vice President, Marketing Consulting- Steve Rankel

Steve Rankel joined us in June 2010. Prior to joining us Steve was founder and CEO of Product180 consulting from 2006 to 2010. Steve has over 15 years of experience in the marketing and advertising field.

Chief Cleaning Officer- Melissa Homer

Since December 2011 to present date Melissa Homer has served as our Chief Cleaning Officer. Prior from March 2010 to December 2011 Melissa served as our Director of Consulting. Previously from December 2004 to March 2010 Melissa served as our Director of New Franchisee Development.

Before joining MaidPro from 1996 to 2004 Melissa worked for Proctor & Gamble as their New England Janitorial / Sanitation Account Manager for the P&G Professional Line of cleaning products.

Business Development & Training Consultant- Ryan Rabideau

Ryan Rabideau joined us in June 2010. Before joining us from May 2008 to May 2010 Ryan worked at Insight Direct, Inc., a software company located in Boston, Massachusetts, as a Deployment Coach. Prior to this, Ryan worked from May 2006 to May 2008 as a Desktop Support Technician for CVS Caremark Corporate.

Item 3
LITIGATION

Litigation Against Franchisees Commenced in the Past Fiscal Year

MaidPro Franchise Corporation v. John Antolini (No. HHB-CV-12-6017638-S, Superior Court, New Britain, Connecticut). Filed: September 5, 2012. Litigation against former franchisee to enforce post-termination obligations not to compete and not to retain or disclose our confidential information.

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

Item 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

We offer a choice of market types, based on the number of qualified households of the operating territory. The minimum initial franchise fee and the minimum number of qualified households in the exclusive operating territory for both markets offered are as follows:

Market Type	Initial Franchise Fee	Minimum Qualified Households in Operating Territory
Select	\$7,900	9,000
Enterprise	\$21,500	25,000

The initial cost of your franchise is broken down into two segments; a franchise fee of \$7,900 or \$21,500 depending on operating territory size, and the optional purchase of additional territory over and above the minimum qualified households listed above.

The initial franchise fee of a Select Market Franchised Business includes up to 9,000 qualified households. The initial franchise fee of an Enterprise Market Franchised Business includes 25,000 qualified households. See Item 12 for a full description of a Qualified Households and Territory. Each additional qualified household costs 85 cents and that cost will be added to the initial franchise fees set above.

You must pay the initial franchise fee for an Enterprise Market franchise in one lump sum when you sign the franchise agreement. You may pay the initial franchise fee for a Select Market franchise in one lump sum when you sign the franchise agreement or if you are creditworthy we may offer to finance \$5,000 of the initial franchise fee. These fees are uniform but may change in the future. All fees are fully earned and non-refundable.

If you are a conversion franchise, you must complete our Conversion Franchise Application. If your application is approved, you will sign the Conversion Franchise Agreement, and based on your prior year's annual sales volume your franchise fee will be waived. If your sales volume for the prior six months is a minimum of \$25,000 but less than \$75,000 you will be granted a Select Market Franchised Business without the payment of the franchise fee but you will still have to pay 85 cents per each qualified household purchased over 9,000 qualified households. If your sales volume for the prior six months exceeds \$75,000 you will be granted an Enterprise Market Franchised Business without the payment of the franchise fee but you will still have to pay 85 cents per each qualified household purchased over 25,000 qualified households. (Conversion Franchise Agreement, Sections 2 and 3)

We also participate in the International Franchise Association's VetFran program. If you are a qualified veteran of the United States armed forces, the base franchise fee for a Select Market Franchised Business is \$4,900. If you are a qualified veteran of the United States armed forces, the base franchise fee for an Enterprise Market Franchised Business is \$18,500.

We pay a referral fee to any current franchisee for each candidate referred to us who meets our qualifications and signs a franchise agreement. Currently the fee is as follows:

- First referral: \$1,500.00
- Second referral: \$2,000.00
- Third referral and subsequent referrals: \$3,000.00

We reserve the right to change, modify or discontinue this program at any time.

You pay us or our affiliates no other fees or payments for services or goods before your Franchised Business opens.

Item 6 OTHER FEES

Type of Fee	Amount	Due Date	Remarks															
Royalty Fee	The following percentages based on your gross monthly sales from: <table style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">\$0 - \$50,000</td> <td style="text-align: right;">6.50%</td> </tr> <tr> <td style="padding-right: 20px;">\$50,000.01 - \$100,000</td> <td style="text-align: right;">5.50%</td> </tr> <tr> <td style="padding-right: 20px;">\$100,000.01 - \$200,000</td> <td style="text-align: right;">4.50%</td> </tr> <tr> <td style="padding-right: 20px;">over \$200,000</td> <td style="text-align: right;">3.50%</td> </tr> </table>	\$0 - \$50,000	6.50%	\$50,000.01 - \$100,000	5.50%	\$100,000.01 - \$200,000	4.50%	over \$200,000	3.50%	Due by automatic debit/ electronic fund transfer ("EFT") at the end of the following month	After the first 12 months, a minimum royalty based on months in business See Notes 1 & 2							
\$0 - \$50,000	6.50%																	
\$50,000.01 - \$100,000	5.50%																	
\$100,000.01 - \$200,000	4.50%																	
over \$200,000	3.50%																	
Additional Royalty	An additional 2.50% royalty must be paid on services provided to customers geographically located outside your purchased territory	Due by automatic debit/EFT at the end of the following month	See Notes 1 & 2															
Software License	The following costs are based on tiers of active recurring Customer counts: <table style="margin-left: 20px; border-collapse: collapse; width: 100%;"> <tr> <td style="border-bottom: 1px solid black; padding: 2px;"><u>Customers</u></td> <td style="border-bottom: 1px solid black; padding: 2px;"><u>Cost per month</u></td> <td style="border-bottom: 1px solid black; padding: 2px;"><u>Users Incl.</u></td> </tr> <tr> <td style="padding: 2px;">0 – 99</td> <td style="text-align: right; padding: 2px;">Free</td> <td style="text-align: right; padding: 2px;">2</td> </tr> <tr> <td style="padding: 2px;">100 – 199</td> <td style="text-align: right; padding: 2px;">\$100</td> <td style="text-align: right; padding: 2px;">3</td> </tr> <tr> <td style="padding: 2px;">200 – 299</td> <td style="text-align: right; padding: 2px;">\$150</td> <td style="text-align: right; padding: 2px;">4</td> </tr> <tr> <td style="padding: 2px;">300 +</td> <td style="text-align: right; padding: 2px;">\$200</td> <td style="text-align: right; padding: 2px;">5</td> </tr> </table>	<u>Customers</u>	<u>Cost per month</u>	<u>Users Incl.</u>	0 – 99	Free	2	100 – 199	\$100	3	200 – 299	\$150	4	300 +	\$200	5	Due by automatic debit/EFT at the end of the following month	See Notes 2 & 3
<u>Customers</u>	<u>Cost per month</u>	<u>Users Incl.</u>																
0 – 99	Free	2																
100 – 199	\$100	3																
200 – 299	\$150	4																
300 +	\$200	5																
Advertising Fund	1 -2% of your Consumer Gross Sales or 30% of the minimum royalties	Due by automatic debit/EFT at the end of the following	See Notes 2 & 4															

Type of Fee	Amount	Due Date	Remarks
		month	
Subsequent Initial Training for additional employees	\$500 per person plus their costs and expenses for transportation, hotel, food, etc. to 3 rd parties	Prior to training	See Note 5
Ongoing Training	Registration Fees, costs and expenses	Prior to training	See Note 6
Super Support Program	\$250/day plus expenses	Upon receipt of invoice	We provide on-site training at your request
Ongoing Inventory	Approximately 2% of Gross Sales	As needed	You may buy supplies through our suppliers as needed.
Late Fee	Late payment fee of 12% interest/year from date these amounts were originally due until paid, Late submission fee of \$100 per day until payment, form or information submitted.	Due by automatic debit/EFT at the end of the following month	See Notes 2 & 7
MaidPro's Automated Communications System (M.A.C.S.)	\$125 per month	Due by automatic debit/ electronic fund transfer ("EFT") at the end of the following month	See Note 8
Transfer Fee	\$5,000	Prior to transfer	Payable by you or the buyer See Note 9
Renewal	\$500	Before renewal is effective	Initial Franchise Agreement is for 10 years.
National Sales Center	Price varies per number of inquiries processed – See Note 12	Due by automatic debit/ electronic fund transfer ("EFT") at the end of the following month	See Note 10
Audit	Cost of Audit plus underpayment amount and 12% interest/year.	Due by automatic debit/EFT at the end of the following month only if incurred	Payable only if audit shows an understatement of at least 2% of Gross Sales for any month See Notes 2 & 11
Insurance	\$2000 to 12,000 1st year	As incurred	See Note 12
Costs and Attorneys' Fees	Will vary under the circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement
Indemnification	Will vary under the circumstances	As incurred	You must indemnify and hold us and our officers, directors, employees and affiliates harmless with respect to any and all claims, losses, costs, expenses, liabilities, attorneys' fees, and damages arising directly or indirectly from, as a result of, or in connection with your Franchise's operation and defending against them
National Convention Fee	\$1,000	Upon receipt of invoice	See Note 13
Customer Complaints	100% of customer payment	Upon receipt of invoice	Applies if we intervene on your behalf. See Note 14
Toll Free Call Routing	\$20 per month	Due by automatic debit/ electronic fund transfer ("EFT") at the end of the following month	See Note 15

The prior table must be read with the explanations contained in the notes below:

Note 1

You must pay all fees, payments and charges described in Item 6 to us, through EFT, except unless described to pay another. All fees are uniformly imposed by us. No fees are refundable. We do not collect or impose fees on behalf of any third party.

You must pay us a monthly royalty fee, which is a percentage of your Gross Consumer Sales or a minimum royalty; whichever is greater, for your use of the MaidPro Marks, Registered Marks and the MaidPro system. You must pay the preceding month's royalty fee to us by the end of the month. The minimum royalty is not a guarantee of revenue or performance.

The sliding scale Royalty Fee is designed to reward you as your Franchised Business grows. You must pay us on a monthly basis a percentage of your Gross Consumer Sales. Under certain circumstances, you must pay a minimum royalty, which may be greater than the royalty based on the percentage of your Gross Consumer Sales.

During the twelve months following your successful completion of the initial training program you must pay the Royalty fee as described in the chart above. After the twelfth month you must pay the greater of the Royalty or the minimum royalty.

The Minimum Royalty will begin 13 months from date of completion of your Initial Training	Minimum Royalty for each Qualified Household per month	Minimum Amount Payable for a 9,000* Qualified Household base territory
Applies equally to Select and Enterprise market type		
13th month up to and through the 24th month	\$.015	\$135
For the third year	\$.03	\$270
For the fourth year	\$.045	\$405
For the fifth year	\$.06	\$540
For the sixth year	\$.075	\$675
For the seventh year and all following years, including any extensions and renewals	\$.09	\$810

* The chart above uses a base territory which contains 9,000 qualified households. If you purchase additional qualified households your minimum will increase accordingly.

Gross Consumer Sales shall be all of your billings, whether collected or not, including cash sales and sales on account, monies billed for maid cleaning services whether performed by you or subcontracted, monies billed in connection with trade or barter agreements, or monies billed for any other cleaning and or maintenance of any structure, interior or exterior, excluding sales tax.

With our permission, which we may withdraw at any time, you may perform services for customers geographically located outside of your Territory so long as the customer is not geographically located within a territory assigned to another franchisee or affiliate of ours and you pay an additional royalty to those described above, currently the additional royalty is 2.50% of your monthly Gross Consumer Sales, for such customers.

For Conversion Franchisees, you shall not pay royalties for those customers you had prior to signing the Conversion Agreement.

For qualified participants in the VetFran Program, a \$100 monthly credit is applied to your royalties for the Initial Term of the Franchise Agreement.

Note 2

You must authorize your bank to accept automatic withdrawals through EFT of this amount from your bank into our bank account on a monthly basis. You must provide us with all documents necessary to direct your bank to honor these pre-authorized bank debits. (See Franchise Agreement, Addendum H - EFT Authorization)

Note 3

Our current software is a proprietary cloud based platform developed by us that organizes the management process of your office. The fee for use of this software is based on the number of active recurring customers that your office services. An active recurring customer is any customer scheduled to have or who has completed a service that is part of a series of regularly scheduled cleanings. Normally these services are scheduled to recur on a weekly, bi-weekly or monthly schedule. Once your office enters a new threshold of recurring customer counts that tier will become your new monthly cost, regardless if your recurring customer count drops below the threshold. We reserve the right to change this fee quarterly. Currently if you have more than 5 users, you must pay an additional \$25 per month per user.

Note 4

Our current national advertising fee is 1%. With a 50% or greater vote, the Advertising Fund Committee may increase the national or regional advertising program up to a maximum of 2% of your Gross Consumer Sales or 30% of the minimum royalties. Voting will be conducted according to our then current guidelines. (Franchise Agreement - Section 7(g)) This advertising fee would be calculated in the same fashion as the royalty. The advertising fee would be non-refundable.

We are not obligated to make proportionate expenditures of your contributions per market area.

Note 5

You must pay a \$500 per person fee plus expenses for any person you designate to attend the initial training program besides you and one additional attendee. The fee is subject to change by us with or without notice. Any Subsequent Initial Training class shall be held with our other scheduled Initial Training classes.

Notes 6

We are continually developing new and better methods of managing, marketing and training. You may be required to attend on-going training or conferences. We may charge a registration fee to subsidize the costs but in no event will the registration fee exceed the actual costs associated with these events. We may charge you an additional fee to provide on-going training if you do not attend any required training event due to the additional cost associated with providing additional training. You must pay all of your related costs and expenses.

Note 7

If any fee or payment due according to the Franchise Agreement is not paid, you shall pay interest of 12 percent per annum from the date these amounts were originally due. If any request for information, forms, data or any item we deem appropriate is not received by the established due date, a late fee of \$100 per day will be imposed.

Note 8

MaidPro’s Automated Communications System, also known as M.A.C.S, is an automated software application that was developed by us. M.A.C.S. sends out daily automatic communications from your management software. This system uses business rule triggers that we have set to communicate with your prospective clients, current clients and previous clients. We reserve the right to increase this fee based on market rates for similar products and services or cost increases incurred for providing the service.

Note 9

The costs and fees for transferring or assigning the Franchise Agreement are described in Section 19(d) of the Franchise Agreement. In addition to legal costs, the transfer fee covers the cost of training the new buyer.

Note 10

The National Sales Center is a required service provided by us. The monthly fee for utilizing the National Sales Center varies based on the number of inquiries processed by the National Sales Center.

Our current fees are as follows:

Inquiries Processed Per Month	Fee Per Inquiry
First 20	\$25
Next 30	\$21
Over 50	\$19

The National Sales Center provides telephone answering services to prospective customers (inquiries) and process orders on your behalf from inquiries generated from within your territory. You may make a request in writing to withdraw from this program and process your sales inquiries on either a full or part time basis, if you meet our then current guidelines. Our current guidelines for opting out include, but are not limited to: you must successfully demonstrate an aggressive advertising budget on a consistent basis, strong overall sales ability and your business telephone must be consistently answered live, not by any answering product or answering service, during normal business operating hours. If at any time we believe that you are no longer meeting all of our then current guidelines, we may require you to immediately commence using the National Sales Center. We reserve the right to increase this fee based on market rates for similar products and services.

Note 11

You must submit to us sales reports and financial statements and data files during the term of the Franchise Agreement. To verify the accuracy of the reports, you shall permit us or an authorized representative to inspect or audit your books, records and tax returns at times we, in our sole discretion, shall deem appropriate.

If our audit discloses an understatement of your Gross Consumer Sales for any period or periods, you shall pay us within 15 days of the audit report, the underpayment plus interest at a rate of 12% per annum. The audit will be conducted at our expense unless the audit discloses an understatement by you of 2% or more of your Gross Consumer Sales for any period being examined. In this event, you must reimburse us for the cost of the inspection including the charges, expenses and fees of any independent auditor and the travel expenses, room and board and compensation of our employees.

Note 12

At your sole expense you shall purchase and maintain throughout the term of the Franchise Agreement insurance protecting both us and you against loss, liability, fire, personal injury, death, property damages or theft arising from or in connection with the operation of your Franchised Business.

The minimum policy limits for some of these types of insurances are set forth as follows:

- (i) Broad Form Comprehensive General Liability insurance, limit of liability required \$500,000 combined single limits (bodily injury and property damage) including the broad form general liability endorsement. The insurance shall cover damage to the personal property of others while it is your care, custody, or control and for the loss to personal property of others resulting from workmanship. The insurance shall not have a deductible or self-insured retention in excess of \$500.
- (ii) Automobile Liability insurance, limit of liability required \$1,000,000.00 combined single limits (bodily injury and property damage) including hired and non-owned automobiles. This insurance shall not have a deductible or self-insured retention in excess of \$500.
- (iii) Workers' Compensation and Employer's Liability insurance as well as other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated.
- (iv) Third Party Bonding coverage is required with minimum limits of \$25,000 per loss.

You must pay for and obtain all insurance policies. Your cost for the insurance will vary from state to state and within each state. Dependent upon sales, payroll and number of maids, your estimated costs for insurance during the first year of operating a Franchised Business is between \$2,000 and \$12,000. We may adjust the minimum policy limits at any time.

We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. You may obtain additional insurances or insurance above the minimums without our consent.

Note 13

We may periodically but not more than once every year conduct a National Convention. You are required to attend the National Convention, and to pay all expenses incurred in connection with attending the event including transportation cost, meals, lodging and living expenses. The duration, curriculum and location of the National Convention will be determined by us. Because the planning and funding of the National Convention must be done well in advance and requires a substantial financial commitment, we have the right to charge you up to a \$1,000 National Convention Registration Fee for you to attend this event. We may charge this registration fee up to one year in advance invoiced and paid via EFT as part of your standard monthly billing. This fee is not refundable and will be collected even if you do not attend the National Convention. If you do not attend the National Convention, we will do our best to make available to you through our Intranet all of the substantive materials that were presented at the National Convention.

Note 14

You must maintain high standards of quality and service. You will cooperate with us by maintaining high standards in the operation of the franchise and you must, at all times, give prompt, courteous and efficient service to your customers. All Franchised Business work must be performed competently and in a workmanlike manner. The Franchised Business must, in all of its dealings, adhere to the highest

standards of honesty, fair dealing and ethical conduct. If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer. You must reimburse us for all our costs associated with satisfying your customer.

Note 15

You must pay us a monthly fee in the amount of \$20.00 for use of our toll-free phone number and call routing system. This fee will cover your first 200 minutes of usage by any customer, potential customer or caller who dials a special toll-free number set up by us, which is routed to your office or the National Sales Center. Excess use beyond the 200 minutes mentioned above will be billed by us to you monthly at cost.

Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

SELECT MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$0- \$7,900 (Note 1)	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses while Training	\$1,450-\$2,400 (Note 2)	As Incurred	During Training	Airlines, Hotels and Restaurants
Equipment	\$1,100-\$2,050 (Note 3)	As Incurred	As Incurred	Suppliers
Miscellaneous Opening Costs	\$1,480-\$2,750 (Note 4)	As Incurred	As Incurred	Suppliers and Governmental Agencies
Cost for initial vehicle with signage (lease)	\$1,659-\$2,849 (Note 5)	As Incurred	As Incurred	Leasing Company Vendor
Initial Printing Materials.	\$700 (Note 6)	As Incurred (Note 6)	As Incurred (Note 6)	Suppliers
Advertising – Initial 3 months	\$6,000 (Note 7)	As Incurred (Note 7)	As Incurred	Supplies and Vendors
Real Estate	\$4,500 - \$9,000 (Note 8)	As Incurred (Note 8)	Prior to Opening	Landlord
Additional Funds – 3 Months	\$5,000-\$15,000 (Note 9)	As Incurred	As Incurred	Suppliers, Employees
Optional Additional Territory	\$0 - \$8,500 (Note 10)	Lump Sum	At Signing of Franchise Agreement	Us
Total	\$21,889 - \$57,149 (Note 11)			

NOTES:

1. Initial Franchise Fee for a Select Market Franchise with an estimated territory of 9,000 qualified households is \$7,900.

If you are a qualified veteran of the United States armed forces, the franchise fee without the purchase of additional territory for a Select Market Franchised Business is \$4,900. If you are a conversion franchisee, the franchise fee is waived but you shall still have to pay \$0.85 per each qualified household purchased over 9,000 qualified households.

2. We do not charge you for our training programs for new franchisees. This training consists of both Pre-Opening SmoothStart Training which is a self-paced program conducted via telephone, through the use of our MaidPro Intranet and also In-House Corporate training provided at our corporate location in Boston, MA. We provide this training at no cost for up to two individuals. These are your estimated expenses for one to two persons for travel, lodging and food while attending the initial formal training.
3. We will designate the amount of equipment needed in the confidential Manual. Your costs will vary. The equipment is comprised of general cleaning equipment including a set of vacuum cleaners and cleaning supplies. Depending upon your initial employee structure additional supplies and equipment may be recommended. A conversion franchisee may have previously purchased some or all of these items.
4. Includes computer, software, incorporation fees, etc. The cost of equipment you purchase will vary depending on the amount purchased by you, the supplier you choose and the current economic condition in your area.
5. This is an estimated initial fee for closing on a leased standard passenger vehicle that is less than 7 years old. Costs will vary based on type of vehicle leased. The estimate does not include ongoing gas and maintenance expenses. If you purchase the vehicle you use, the initial investment could be significantly higher. We require that the vehicle displays our MaidPro car wrap. The cost for the wrap has been included in the estimate. A conversion franchisee may have previously purchased a vehicle.
6. This is an estimate for the initial costs of miscellaneous stationery needs during setup.
7. This is an estimated cost for advertising, which includes our current recommended monthly local advertising during the first 3 months of operation.
8. It is not expected that you will purchase real estate to operate the Franchise. Therefore, there is no initial investment included in the summary above for real estate. Nevertheless, you should be aware of the rents you likely will pay for the premises for your Franchise office. You should anticipate leasing approximately 600 - 1,000 square feet of space. While we do not specify where you must locate the office it must be within your territory, we both must agree upon a suitable location, and we must provide our consent. We anticipate that in most parts of the country you will pay monthly rent of approximately \$.85 to \$1.50 per square foot. Most landlords provide some and under certain circumstance all of the leasehold improvements as consideration for the lease. Most leases will carry additional common area maintenance, insurance and tax expenses. You will generally be required to make a rent deposit (equal to 1 to 2 month of your base rent, plus a Security Deposit) and utility deposits. All associated costs for this recommended office location have been added to our estimate..
9. Includes payroll costs, insurance, etc.
10. For larger territories, additional qualified households can be purchased for 85 cents each.
11. We do not offer financing to you for any items except for \$5,000 of the Select Market Initial Franchise Fee. See Item 10 for financing terms. We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third party financing. All costs given, except for the initial franchise fee, are estimates only. Your actual costs will vary depending on

location and a number of other factors. None of your expenses are fully refundable. These estimates are based on our 21 years of experience in the operations of home cleaning services and information provided to us by our franchisees. These are estimates only and can vary for many reasons. You should review these estimates with an advisor before you make any decision to purchase a franchise. Many of the expenses listed are not within our direct control and are determined more by general and local economic conditions than our actions.

YOUR ESTIMATED INITIAL INVESTMENT

ENTERPRISE MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$0- \$21,500 (Note 1)	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses while Training	\$1,450-\$2,400 (Note 2)	As Incurred	During Training	Airlines, Hotels and Restaurants
Equipment	\$3,700 (Note 3)	As Incurred	As Incurred	Suppliers
Miscellaneous Opening Costs	\$1,480-\$5,850 (Note 4)	As Incurred	As Incurred	Suppliers and Governmental Agencies
Cost for initial vehicle with signage (lease)	\$1,659-\$4,349 (Note 5)	As Incurred	As Incurred	Leasing Company Vendor
Initial Printing Materials.	\$2,460 (Note 6)	As Incurred (Note 6)	As Incurred (Note 6)	Suppliers
Advertising – Initial 3 months	\$8,500-\$10,500 (Note 7)	As Incurred (Note 7)	As Incurred	Supplies and Vendors
Real Estate	\$4,500- \$9,000 (Note 8)	As Incurred (Note 8)	Prior to Opening	Landlord
Additional Funds – 3 Months	\$21,000-\$33,500 (Note 9)	As Incurred	As Incurred	Suppliers, Employees, Office Space & Utilities
Optional Additional Territory	\$8,500 - \$21,250 (Note 10)	Lump Sum	At Signing of Franchise Agreement	Us
Total	\$53,249 - \$114,509 (Note 11)			

NOTES:

1. Initial Franchise Fee for an Enterprise Market Franchised Business territory with an estimated territory of 25,000 qualified households is \$21,500.

If you are a qualified veteran of the United States armed forces, the franchise fee without the purchase of additional territory for an Enterprise Market Franchised Business is \$18,500. If you are a conversion franchise, the franchise fee is waived but you will still have to pay \$0.85 per each qualified household purchased over 25,000 qualified households.

2. We do not charge you for our training programs for new franchisees. This training consists of both Pre-Opening SmoothStart Training which is a self-paced program conducted via telephone,

through the use of our MaidPro Intranet and also In-House Corporate training provided at our corporate location in Boston, MA. We provide this training at no cost for up to two individuals. These are your estimated expenses for one to two persons for travel, lodging and food while attending the initial formal training.

3. We will designate the amount of equipment needed in the confidential Manual. Your costs will vary. The equipment is comprised of general cleaning equipment including a set of vacuum cleaners and cleaning supplies. Depending upon your initial employee structure additional supplies and equipment may be recommended. A conversion franchisee may have previously purchased some or all of these items.
4. Includes computer, software, incorporation fees, etc. The cost of equipment you purchase will vary depending on the amount purchased by you, the supplier you choose and the current economic condition in your area.
5. This is an estimated initial fee for closing on a leased standard passenger vehicle that is less than 7 years old. Costs will vary based on type of vehicle leased. The estimate does not include ongoing gas and maintenance expenses. If you purchase the vehicle you use, the initial investment could be significantly higher. We require that the vehicle displays our MaidPro car wrap. The cost for the wrap has been included in the estimate. A conversion franchisee may have previously purchased a vehicle.
6. This is an estimate for the initial costs of miscellaneous stationery needs during setup.
7. This is an estimated cost for advertising, which includes our current recommended monthly local advertising during the first 3 months of operation.
8. We do not require an office location for our Enterprise Market Franchise, however we do recommend you have one. It is not expected that you will purchase real estate to operate the Franchise. Therefore, there is no initial investment included in the summary above for real estate. Nevertheless, you should be aware of the rents you likely will pay for the premises for your Franchise office. You should anticipate leasing approximately 600 - 1,000 square feet of space. While we do not specify where you must locate the office it must be within your territory, we both must agree upon a suitable location, and we must provide our consent. We anticipate that in most parts of the country you will pay monthly rent of approximately \$.85 to \$1.50 per square foot. Most landlords provide some and under certain circumstance all of the leasehold improvements as consideration for the lease. Most leases will carry additional common area maintenance, insurance and tax expenses. You will generally be required to make a rent deposit (equal to 1 to 2 month of your base rent, plus a Security Deposit) and utility deposits. All associated costs for this recommended office location have been added to our estimate.
9. Includes payroll costs, insurance, etc.
10. For larger territories, additional qualified households can be purchased for \$.85 each.
11. We do not offer financing to you for an Enterprise Market Franchise. We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third party financing. All costs given, except for the initial franchise fee, are estimates only. Your actual costs will vary depending on location and a number of other factors. None of your expenses are fully refundable. These estimates are based on our 21 years of experience in the operations of home cleaning services and information provided to us by our franchisees. These are estimates only and can vary for many reasons. You should review these estimates with an advisor before you make any decision to purchase a franchise. Many of the expenses listed are not within our direct control and are determined more by general and local economic conditions than our actions.

Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must license and utilize software that we recommend. One of the software products that we currently require is a cloud based proprietary software that we have developed. . You will be restricted from using any other administrative software without prior written approval. The software licenses fees are allocated per office and do not exceed the cost of producing, maintaining and administering the software. We do not require you to purchase a computer or software, except as disclosed above, from any particular vendor. We do not require you to purchase a new computer, however you are required to own a computer (PC or MAC based) for the Franchised Business.

We are an approved vendor for some of our trademarked material. However, we do not make a profit on these materials.

We are an approved vendor for the National Sale Center service we provide to you. In our fiscal year end December 31, 2012, we realized \$810,309 in revenue from your purchase of these services which accounted for 17.24% of our total revenues of \$4,699,307.29.. We do not make a profit on these services but do cover our costs and expenses.

We are an approved vendor for the MaidPro Automated Communications System, also known as M.A.C.S, service we provide to you.

In our fiscal year end December 31, 2012, we realized \$145,308.60 in revenue from your purchase of M.A.C.S services and our cloud based proprietary software which accounted for 3.09% of our total revenues of \$4,699,307.29. We do not make a profit on these services but do cover our costs and expenses.

Currently you are not required to use any other suppliers for goods or services; however we reserve the right to do so. Other than as specified above, you are not required to purchase or lease, products, equipment, or services under our specifications. We negotiate purchase arrangements with our approved suppliers on your behalf, including price terms. We do not provide any material benefits to you based on your use of designated or approved sources. Except as disclosed above, neither we nor our affiliate receive any revenue or other material consideration from your required purchases or leases.

Except for the materials and services described above, there are currently no other items or services for which we or our affiliates are approved suppliers or the only approved suppliers. There are no approved suppliers in which any of our officers owns an interest.

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by law or otherwise, described in greater detail in our Operations Manual. We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. If you fail to purchase the mandatory insurance, we may obtain insurance for you, and you must reimburse us for its cost, which might be higher than the cost of insurance you could obtain for yourself. All insurance policies must name us and any affiliates that we designate as additional insureds and give us at least 30 days prior written notice of termination, amendment, or cancellation. You must provide us with certificates of insurance evidencing your insurance coverage no later than 10 days before your Franchised Business opens.

Item 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement	Disclosure Document Item
A	Site selection and acquisition/lease	Section 1(a) and 3 of Franchise Agreement	Item 7
B	Pre-opening purchases/leases	Section 7 of Franchise Agreement	Items 6,7, and 8
C	Site development and other pre-opening requirements	Section 6 of Franchise Agreement	Items 6 and 7
D	Initial and ongoing training	Sections 4 of Franchise Agreement	Items 6,7 and 11
E	Opening	Section 14(b) of Franchise Agreement	Item 11
F	Fees	Section 7 of Franchise Agreement, Sections 3 and 4 of Conversion Franchise Agreement	Item 5, 6, 8 and 11
G	Compliance with standards and policies/operating Manual	Section 5 of Franchise Agreement	Item 11
H	Trademarks and proprietary information	Section 14 of Franchise Agreement	Items 8, 13 and 14
I	Restrictions on products/services offered	Section 6(s) of Franchise Agreement	Items 8 and 16
J	Warranty and customer service requirements	Section 6(j) of Franchise Agreement	None
K	Territorial development and sales quotas	Section 3 of Franchise Agreement	Item 12
L	Ongoing product/service purchases	Section 7 of Franchise Agreement	Item 8
M	Maintenance, appearance and remodeling requirements	Section 5 of Franchise Agreement	Not Applicable
N	Insurance	Section 13 of Franchise Agreement	Items 6,7 and 8
O	Advertising	Sections 7, 8 and 9 of the Franchise Agreement	Items 6 and 11
P	Indemnification	Section 27 of Franchise Agreement	Not Applicable
Q	Owner's participation / management / staffing	Section 6b, 6l of Franchise Agreement	Items 11 and 15
R	Records and reports	Section 10 of Franchise Agreement	Item 6
S	Inspections and audits	Section 10 of Franchise Agreement	Items 6 and 11
T	Transfer	Section 20 of Franchise Agreement	Items 6 and 17
U	Renewal	Section 2 of Franchise Agreement	Item 6 and 17
V	Post-termination obligations	Section 16 of Franchise Agreement	Item 6 and 17
W	Non-competition	Section 25 of Franchise Agreement	Item 17
X	Dispute resolution	Section 26 of Franchise Agreement	Item 17
Y	Conversion Franchisee's Obligations	Sections 5 and 6 of Conversion Franchise Agreement	Items 9, 11 and 17

	Obligation	Section in Agreement	Disclosure Document Item
Z	Extra Territorial Obligations	Section 7(d) of Franchise Agreement	Item 12

Item 10 FINANCING

Except as stated below, we our agents, and our affiliates offer no financing arrangements, and we, our agents, and our affiliates do not receive payment or other consideration for the placing of financing or do not guaranty any note, lease or obligation you enter into for your MaidPro Franchised Business.

We may offer financing to qualified credit worthy prospective franchisees for the purchase of a Select Market for \$5,000 of the Initial Franchise Fee. Financing is not offered for any other purpose either in connection with the establishment or the operation of a MaidPro franchised business.

If you qualify and accept financing from us, you must sign the Promissory Note and the Security Agreement attached as Addendum I to the Franchise Agreement. The Promissory Note will provide for an annual interest rate of 12%. In no event will we charge an interest rate that exceeds the maximum allowed by law. The Promissory Note must be paid by electronic funds transfer in scheduled monthly installments of not more than 24 months. The Promissory Note may be prepaid at any time without penalty. You and your spouse must personally guaranty the Promissory Note. We will retain a security interest in your Franchised Business or other assets.

Under the Promissory Note, you waive: (1) the right to claim or enforce any right of offset, counterclaim, recoupment or breach in any action brought to enforce your obligations under the Note (Section 7); (2) the right to demand, presentment for payment, notices of nonperformance or nonpayment, protest and notice of protest, notice of dishonor, diligence in bringing suit and notice of acceleration (Section 8); (3) questions of governing law, personal jurisdiction and convenience of forum and venue (Section 14 and 16); (4) trial by jury (Section 15); and (5) all claims that you may have against us and any persons and entities related to us, other than our obligations under the Franchise Agreement accruing on or prior to the date of the Promissory Note (Section 18) If any of the events of default described in Section 5 of the Note occur, the entire unpaid principal and accrued interest of the Note will become immediately due and payable without further notice. Under Section 9 of the Note, you agree to pay all of our expenses and costs of collection, including attorneys' fees and expenses, court costs, costs of sale and costs of maintenance and repair we incur in connection with the enforcement of the Note, collection of amounts due and sale or other disposition of any collateral.

Under the Security Agreement, you waive: (1) questions of governing law, personal jurisdiction and convenience of forum and venue (Sections 7.3 and 7.5); and (2) trial by jury (Section 7.4).

A default under the Franchise Agreement or any other agreement with us constitutes a default under the Promissory Note (Section 5) and the Security Agreement (Section 5). A default under the Promissory Note or the Security Agreement constitutes a default under the Franchise Agreement, which gives us the right, among other remedies, to terminate the Franchise Agreement. We require you to sign a Personal Guaranty to the Franchise Agreement. We may assign or discount any Promissory Note you sign.

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

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

Before you open your Franchised Business, we will:

1. Designate the Territory for your Franchised Business (Franchise Agreement - Section 1(a))
2. Provide input regarding the site of your Franchised Business office, at your request. We want your office to be in your territory and convenient for your employees to access. You must operate your Franchised Business from a home office, retail office, industrial park or other commercial location within your territory. (Franchise Agreement - Section 4).
3. Provide to you in writing or in the Confidential Manuals, input regarding approved vehicle model and body style that you will use in your Franchised Business (Franchise Agreement - Section 5(n)).
4. Loan to you after training our Operations Manual, our Marketing Manual, Training Manual (“the Confidential Manuals”) and Employee Training Materials (“Training Materials”), proprietary Business Forms (“Business Forms”) and current management software (“Software”) (Franchise Agreement - Section 5).
5. Provide the Initial Training Program for you and one other person. ((Franchise Agreement - Section 4(a)).
6. Provide a Pre-Opening Checklist included in the (“SmoothStart”) Manual within one week of your signing the Franchise Agreement (Franchise Agreement - Section N/A).

During the operation of the Franchised Business, we will:

1. Maintain a toll free telephone call routing number that you may use to consult with us (according to our scheduling availability) about the conduct and operation of the Franchised Business. (See Item 6 for your costs for this service) (Franchise Agreement - Section 4(e)).
2. Continue to develop new products and/or procedures for you to offer to your customers and provide you with information about these developments (Franchise Agreement - Section 4(e)).
3. Provide you with information about advertising and promotional programs. Our marketing department will develop ads for direct mail and print advertisements on a local level and coordinate regional or national campaigns at your request. You cannot use your own marketing material without prior written consent from us. (Franchise Agreement - Section 4).
4. Provide you with information about establishing and implementing administrative, bookkeeping, accounting and general operating procedures for more efficient operation of the Franchised Business. (Franchise Agreement - Section 4).
5. Provide you with limited support and updates when you are licensed to use the required management computer software. (Franchise Agreement - Section 4(f)).

Advertising Programs

We are currently collecting a 1% advertising fee to support our national advertising fund. We may formulate and implement additional national and regional advertising and promotional programs if 50% or more of our Advertising Fund Committee vote to increase the national or regional advertising fund. If an increase is implemented, you may pay an advertising fee of up to 2% of your Gross Consumer Sales. This advertising fee would be calculated in the same fashion as the royalty, that is, on a sliding scale based on your gross monthly sales and after your first twelve months of operation the greater of either a percentage of your Gross Consumer Sales or the minimum royalty for your territory. The advertising fee would be non-refundable. (See Item 6 of this Disclosure Document and Franchise Agreement - Sections

7(e), 7(f), 7(g)) The cost of advertising may be defrayed by the advertising fund. See Item 6 of this Disclosure Document for additional information.

The advertising fund will be administered by our officers. We will develop and place advertising for the MaidPro system; decide whether to use advertising agencies and which ones; and decide which media to use, which may include but not limited to, Internet, print, radio, television, direct mail, or local in-store promotions. We may use the Advertising Fund to defray our costs for the development, preparation, administration and implementation of MaidPro System's advertising and promotional programs. The fund will prepare income and expense statements at least once each calendar quarter, and when practical, the entire Advertising Fund will be audited annually. Income and expense statements and audit results will be available to you upon request. Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year. If any taxes become due based upon the activities of the advertising fund, these taxes may be paid out of the funds in the advertising fund. We reserve the right to terminate the fund only after all monies have been spent for advertising and promotion. As our franchise system expands, we may create an advertising council.

All franchise and company owned MaidPro businesses will contribute to the advertising fund on the same basis, and the expenditure of funds will be limited to advertising, promoting and marketing the services offered by the MaidPro System. No portion of the advertising funds collected will be used to sell franchises. We will spend funds to benefit the MaidPro franchise system. However, we reserve the right to promote the availability of franchises, at our expense, in advertising, promotional and marketing media. We are not obligated to make proportionate expenditures of your contributions per market area. Portions of the fund will be used to administer the promotional programs. In our most recent fiscal year, 2012, we spent 100% of the National Advertising Fund collected as follows: 13% Marketing Research, 18% Website Development/Hosting, 10% Public Relations, 4% Content Generation Copywriting & Packaging Services, 21% Graphic Design, 11% Online Marketing, 4% for Administration, 10% Video Production, 5% Social Media, 2% Photography/Images, 1.5% Vendor Inventory Management, .5% File Hosting/Sharing

You must develop your own advertising programs at the local level at your own expense. Advertising includes the use of newspaper inserts, door-hanging advertisements, direct mail, display advertising and other methods we deem fit.

You must provide all advertising and promotional material prepared by you to us for our approval prior to usage. We will have available advertising and promotional materials for sale. All prices will be subject to change at any time due to fluctuations in printing costs. You have no obligation to purchase any of our advertising and promotional materials. (See Item 6 of this Disclosure Document)

You may, but you are not required to participate in local or regional advertising cooperatives. We do not have the power to require cooperatives to be formed, changed, dissolved or merged.

Confidential Manuals

Upon your request, we will permit you to view the Manual at our headquarters before you sign the Franchise Agreement.

Computer Software and Systems

You must purchase or lease and install computer equipment to run our management software. Our currently required software is a web-based cloud application for managing your business – including marketing, sales and service. Your data can be accessed by us for diagnostic help, reporting, and analysis. (See Item 6 for your costs for this service.) All offices use the software at no charge until they reach a certain stage of maturity, at which point the indicated fees become applicable. We reserve the right to require you, at your expense and in the time frame determined by us, to update or upgrade the hardware

and or software you use to conform to new standards or specifications and we have no limitations on our ability to do so. (Franchise Agreement - Section 4(f))

You are also required to use the MaidPro's Automated Communications System, also known as M.A.C.S, an automated software application that was developed by us. M.A.C.S. sends out daily automatic communications from your management software. This system uses business rule triggers that we have set to communicate with your prospective clients, current clients and previous clients. (See Item 6 for your costs for this service.) We reserve the right to increase this fee based on market rates for similar products and services or cost increases incurred for providing the service. (Franchise Agreement - Section 7(m))

Currently we do not require our franchisee to use any specific brand of computer hardware as long as it complies with the minimum computer hardware and software requirements below:

- Computer running an Apple or Windows Operating System, current enough to run common business applications and gain full access to the Internet with a full-featured browser (Chrome or Firefox required)
- Keyboard recommended for everyday use
- Laser Quality Printer
- Mouse or touch device recommended for everyday use
- Large Monitor recommended for everyday use (22"+)
- High Speed Internet Access – Minimum 1 Mbps upload rate (3 Mbps suggested)
- QuickBooks Online, Quickbooks Pro 2013, or other similar (current) accounting application

The cost of the hardware and software will be as agreed to between you and the vendor of your choice. We estimate the cost of the computer equipment between \$500 and \$2,000. We estimate the cost of annual updates and upgrades between \$275 and \$750.

We reserve the right to remotely access your records to monitor your productivity on your computer and we have no limitations on our ability to do so. (Franchise Agreement - Section 10(j))

You may have as many local telephone numbers and telephone directory listings for your Franchised Business as you choose. However, we will own all rights to the telephone listings, and you must transfer them to us on the expiration, termination, repurchase or transfer of your franchise, at your expense. You must sign an authorization that grants us the right to change, transfer, or terminate your telephone listings, your email addresses, domain names and comparable electronic identities, on your behalf upon expiration, termination, repurchase or transfer of your franchise.

We restrict, designate, and have the right to approve or control your electronic and social media activities, if any, including Internet. We may require that you utilize e-commerce products or services designated by us. You are prohibited from producing and or posting any website, web pages, web videos or anything on the web for use with the Franchised Business unless specific written permission is given by us. You shall promote only the main corporate website which is currently www.maidpro.com (Franchise Agreement - Section 6(t)) unless specific written permission is given by us. You must adhere to our standards of professional content in all interactions with the public.

Location Selection

We do not require our approval of your Franchised Business site. However you must select your business site within your Territory. If requested, we will offer assistance in site selection by providing you with a guideline of office recommendations.

Length of Time to Open the Franchised Business

Our franchises typically open for business 30 to 60 days after signing the Franchise Agreement, or within 30 days after the completion of the Initial Training Program. Factors that affect this time usually include obtaining a satisfactory office location, completion of the Initial Training Program and normal business start up considerations.

The Training Program

You must successfully complete the Initial Training Program (Franchise Agreement - Section 4). The Initial Training Program consists of a Pre-Opening SmoothStart Training and approximately 5 days of in-house Corporate Training held at our headquarters in Boston, Massachusetts. Training is scheduled as needed.

The Pre-Opening SmoothStart Training Program includes instruction in the following subject matters:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Administration	8	0	Via Telephone
Managerial	8	0	Via Telephone
Marketing	8	0	Via Telephone
Operations	8	0	Via Telephone
Software	8	0	Via Telephone

The Pre-Opening SmoothStart Training Program is a self-paced program conducted via telephone and MaidPro Intranet. The time to complete the Pre-Opening SmoothStart Training varies depending on how much time you can devote to training and how quickly you are able to absorb the materials. We expect Pre-Opening SmoothStart Training to take you 4-6 weeks to complete. The instructional material used in the SmoothStart Training Program is our confidential operations manual, SmoothStart Manual and the MaidPro Intranet. The primary instructors conducting training are our corporate staff members identified in Item 2 and Roy Ribas, Local Office General Manager of the Boston MaidPro facility. Mr. Ribas has 10 years experience with us and 8 years of previous experience in the field of hospitality management. Ryan Rabideau has over 20 months experience with us and 4 years of previous experience in the field of training and support services. James Doyle has 7 years experience with us and 2 years previous experience in the field of sales and marketing. Steve Rankel has 20 months experience with us and 15 years of previous experience in the field of advertising and marketing.

Occasionally, the individuals instructing the training may vary. But, all of our instructors must have at least 1 to 3 years of relevant work experience.

We do not charge for initial training of two trainees. You must pay for all expenses related to your travel and living cost while attending the Initial Training Program. Your costs and expenses for subsequent Initial Training Programs for others are discussed in detail in Item 6 of the Disclosure Document.

Your Franchise Agreement shall be terminated if, for any reason, you do not successfully complete the Initial Training Program to our reasonable satisfaction within 6 months after the payment of the Initial Franchise Fee which is non-refundable.

Our In-House Corporate Training Program includes instruction in these subject matters.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome	.25	0	Boston, MA
Marketing <ul style="list-style-type: none"> • Brand • Mediums • Vendors • Implementation 	3	0	Boston, MA
Employees <ul style="list-style-type: none"> • Hiring • Training • Payroll 	2.25	0	Boston, MA
MaidPro University	2	0	Boston, MA
Assistant GM in Company Store <ul style="list-style-type: none"> • Morning Dispatch • Completions • Daily Routine 	0	5.25	Boston, MA
Interviewing * Employee Pipeline	1.25	0	Boston, MA
Customer Service	1	0	Boston, MA
Assistant GM in Company Store <ul style="list-style-type: none"> • Morning Dispatch • Completions • Daily Routine 	0	5.25	Boston, MA
Financials & Best Practices	1.5	0	Boston, MA
Sales Training	0	1.25	Boston, MA
GM of Company Store <ul style="list-style-type: none"> • Morning Dispatch • Completions • Daily Routine 	0	4	Boston, MA
Observational Clean	0	2	Boston, MA
Software Customization	1	0	Boston, MA
Key Ratios & Reporting	1	0	Boston, MA
GM of Company Store <ul style="list-style-type: none"> • Morning Dispatch • Completions • Daily Routine 	0	3	Boston, MA
Initial Training Review	2	0	Boston, MA
Wrap Up & Commencement	1	0	Boston, MA
Total Hours:	16.25	20.75	

NOTES:

(1) It is the nature of the Business that all aspects of training are integrated, that is, there are no definitive starting and stopping times. Time and content are subject to change without notice. You will be scheduled for your Initial Training Program by written notice. Cancellation policies will be included in the written notice of class schedules. The instructional material used in the Corporate Training Program is our confidential operations manual and the MaidPro Intranet.

To provide the highest possible service to the customer, on-going training is essential. We, at our option, will conduct formal conferences, conventions or training sessions (Franchise Agreement - Section 4(d)). We may charge registration fees to subsidize the costs associated with performing these activities. You may be required to attend training programs and to pay all related expenses including transportation costs, meals, lodging and living expenses (with payment to be made at the time and upon the terms specified by each vendor) but not more than once every year. Due to the importance of these meetings, there may be a substantial fee if you do not attend.

Super Support Program

We also offer a Super Support Program. Super Support is a hands-on training program that can be received anytime during the operation of your Franchised Business. One of our trainers will work directly within your office for a minimum of 2 consecutive business days. Super Support costs \$500 per visit for 2 days plus travel and associated expenses. Our travel expenses are billed only if your MaidPro Franchised Business is more than 120 miles from our headquarters. We are under no obligation to provide Super Support Training but it is our current policy to do so.

Item 12 TERRITORY

You will be awarded and may serve customers within a "Territory" which shall be delineated by one or more of the following: zip codes; forward sortation areas; hard boundaries, such as streets, highways, rivers or other identifiable physical boundaries; or Census Tract. A Territory is a defined geographical area containing "Qualified Households" at the time of the grant of the Franchise. A Qualified Household is a household with gross annual income over \$75,000. 9,000 "Qualified Households" is the minimum number within any Select Market Franchised Business Territory. 25,000 "Qualified Households" is the minimum number within any Enterprise Market Franchised Business Territory. The source of data we use to determine the number of "Qualified Households" within any Territory is census data and surveys provide by ESRI, an independent demographic and mapping service. Before you sign the Franchise Agreement, you will be given a written description of your Territory (Addendum B to the Franchise Agreement). We have the final say in any dispute about Territory.

You must operate the Franchised Business from a location within your territory and must notify us before relocating or opening additional offices.

You do not receive an automatic right to acquire additional territory within your Market or contiguous territories; however, additional territories may be purchased with our written permission, which we can withhold at our sole discretion, currently at the cost of \$0.85, for each additional qualified household.

We will not establish or license another to establish any other MaidPro Franchised Businesses within your territory while your Franchise Agreement is in effect and not in default. Except when advertising cooperatively with others (See Item 11), neither we nor you can advertise or solicit sales or accept orders within another MaidPro franchised business territory. You may not perform services for customers geographically located within another MaidPro franchised business territory.

You may not relocate the Franchised Business outside the Territory. With our permission, which we may withdraw at any time, you may perform services for customers geographically located outside of your Territory so long as the customer is not geographically located within a territory assigned to another franchisee or affiliate of ours and you pay an additional royalty, currently 2.50% of your monthly Gross Consumer Sales, for such customers.

If you fail to satisfy the terms and conditions in the Franchise Agreement, we may develop the MaidPro System and business in your Territory. Your territorial exclusivity is not dependent on achievement of a certain sales volume or market penetration; however, a minimum royalty will be set for your territory (see Franchise Agreement section 7(c)).

You retain the rights to your territory even if the population increases.

We retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to sell and provide products and services not expressly granted to you under the Franchise Agreement under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (like telephone, mail order, kiosk, retail, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Territory and pursuant to such terms and conditions as we consider appropriate. You will not be entitled to any compensation from any sales by us for any of these products or services within your Territory.

National Accounts

We retain the right to approach and solicit customers within your territory, regardless of whether you currently provide services to them, to develop them as a national account. A national account is a customer or group of customers or a potential customer that operates under common ownership or control, or under the same trademarks or service marks through independent franchisees, independent dealerships, or some other association as we may designate and which operates in two or more locations that are not exclusively within the territory of one MaidPro franchisee.

We retain the exclusive right to negotiate national accounts and set the contract terms, conditions and prices. If you have a pre-existing relationship with a national account location in your Territory and it is willing to allow it, you may continue to provide services to that location under the terms of its existing arrangement with you.

Unless we independently determine that you are unable to provide the services needed to maintain a specific national account location in your Territory, we will notify you in writing of the opportunity to service that national account location under the terms, conditions and prices that we and the national account have contracted to. Within 10 days of this notice, you must notify us in writing whether or not you accept the duties, obligations and rights under the national account contract and will render such services to the national account location at the prices set forth in the contract (such prices possibly being less than the prices normally charged by you to your customers). Your failure to timely respond to any such notice shall signify your election not to service the national account location in your Territory. We may, directly or through our designee, service any national account location in your Territory that you decline to service or that we independently determine you cannot adequately service.

Item 13 TRADEMARKS

The principal MaidPro commercial symbol which we will license to you appears on the Cover of this Disclosure Document.

You may also use any other current or future trademarks that we may designate to identify the MaidPro Franchised Business. By trademark, we mean trade names, trademarks, service marks, mean URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like (“e-names”) and associated logos, designs, symbols, trade dress and other commercial symbols and logos used to identify your Franchised Business. We do intend to commence an on-going practice of registering new trademarks that may be developed for promotional or related marketing activities.

The following is a description of the principal Trademarks is registered with United States Patent and Trademark Office (USPTO) and will license to you:

Mark	Registration No.	Registration Date	Principal or Supplemental Register
MaidPro	3,487,518	August 19, 2008	Principal

In view of our federal registration, we have not, and do not intend to, pursue any additional state registrations, in this or any other state.

Presently, there are no other effective determinations of the USPTO or of the trademark administrator of any state or court, of any pending interference, opposition, or cancellation proceedings involving any of the above referenced trademarks. Nor are there any pending proceedings of material federal or state litigation involving these trademarks and their use. All required affidavits have been filed with the USPTO.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademark. Although we are not obligated to preserve and protect the ownership and validity of our trademarks, we will take the action we think appropriate and have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. While we are not required to defend you against a claim against your use of our trademark, we may reimburse you for your liability and reasonable costs in connection with defending our trademark. To receive reimbursement you must have notified us immediately when you learned about the infringement or challenge.

You must modify or discontinue the use of a trademark if we modify or discontinue it. You must not directly or indirectly contest our right to our trademark, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of our trademark.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patents nor patent applications pending that are material to the franchise.

We claim trade secret and copyright protection for our Confidential Manuals, Business Forms, Videos, licensed proprietary software, information contained on our Website and other printed and advertising material contained in the MaidPro System. These copyrights have not been registered with the United States Registrar of Copyrights. We grant you the rights to use these items for the term of the Franchise Agreement. You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee’s use of the

copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the MaidPro System.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must directly supervise your MaidPro Franchised Business at all times. You must maintain business times and hours as we may specify in the Operations Manual. You must successfully complete our training program and, after completion of the training, must devote full time, energy and best efforts to the operation of the Franchised Business. We have and intend to grant franchises only to individuals. However, the Franchise Agreement may be assigned to a business entity that only operates the MaidPro Franchised Business and only if the business entity is newly organized by you and that you own all of the equity and control all voting rights and powers of the business entity. An assignment is made by executing an assignment agreement in a form approved by us in which you, individually, and the business entity agrees to be bound jointly and severally by all the provisions of the Franchise Agreement and agrees to provide information and documentation concerning the formation of the business entity, its articles, bylaws, operating agreements, resolutions, stockholders, members, partners, directors and officers as applicable to us. Further, all issued and outstanding ownership documents of this business entity must bear a legend stating that they are bound by the terms of the Franchise Agreement. Even if the franchise is assigned to a business entity, you must continue to participate in the day-to-day operation of the Franchise and you, individually, must personally guaranty the Franchisee's obligations to us (see Guaranty Addendum G to the Franchise Agreement). We do not require your spouse to sign the franchise agreement or personal guaranty but we do require that your spouse sign a Confidentiality and Non-Competition Agreement.

All executive, administrative and marketing personnel actively involved in the management or operation, of the Franchised Business must attend and successfully complete our training program (as described in Item 11).

Item 16

RESTRICTIONS ON SERVICES OFFERED BY FRANCHISE

You must offer and provide all the services required by us. Further, you are prohibited from offering or providing any services not authorized by us. You are specifically limited to provide approved MaidPro services to customers who are located in your Territory. If you are servicing a customer outside of your Territory and we grant a franchise to another with a Territory that includes this customer, you must cease servicing the customer and inform the other Franchisee whose new Territory includes this customer of the service and needs of this customer to allow the new Franchise to properly and timely service this customer. You must cease service to this customer and you will receive no compensation for your loss. We reserve the right to add additional services which you must offer and further reserve the right to withdraw any services currently authorized by us. You may not use the MaidPro System or our network of franchisee for any purpose which is not specifically authorized by us.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
A	The length of the Franchise Term	Section 2a	Term is 10 years.
B	Renewal or extension of the term	Section 2b-c	If you are in good standing and in full compliance with the Franchise Agreement you can add additional consecutive renewal terms of 5 years.
C	Requirements for Franchisee to renew or extend	Section 2d	Timely written notice of election to renew, sign new agreement which may contain materially different terms and conditions than your original Agreement including royalties, pay fee, and sign release and waiver.
D	Termination by Franchisee	Section 15a-b	Any time with 180 days written notice.
E	Termination by Franchisor without cause	Section 15c	Not Applicable.
F	Termination by Franchisor (with cause)	Section 15c	We can terminate only if you default, on certain terms of the Franchise Agreement.
G	“Cause” defined defaults which can be cured	Section 15c(xi)	Upon written notice from us of noncompliance you have 10 days to cure breach of certain terms of the Agreement. You have 15 days after notice to cure any violation of any law or regulation applicable to the Franchised Business.
H	“Cause” defined defaults non-curable defaults	Section 15c	Non-curable defaults; failure to pay obligation, failure to commence operation within 6 months from the date of execution of the Franchise Agreement or successfully complete initial training, conviction of felony, repeated defaults even if cured, insolvency, failure to report, abandonment, trademark misuse and unapproved transfers.
I	Franchisee's obligation on termination/non-renewal	Section 16	Obligations include complete de-identification, payments of amounts due, return of all materials, and delivery of all customer information (also see r below).
J	Assignment of contract by Franchisor	Section 21	We have the right to sell or assign the Franchise Agreement in whole or part. No restrictions. However, no assignment will be made by us, except to an Assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.
K	“Transfer” by Franchisee -defined	Section 20a	Includes transfer or assignment of the Agreement, the Franchise, the franchised Business or any part.
L	Franchisor’s approval of	Section 20a	We have the right to approve all transfers, but will not

	Provision	Section in Franchise Agreement	Summary
	transfer by Franchisee		unreasonably withhold approval, if conditions are satisfied.
M	Conditions for Franchisor's approval of transfer	Section 20b-e	New franchisee must qualify, transfer fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee (also see r below).
N	Franchisor's right of first refusal to acquire your business	Section 18	We can match any offer for your Franchised Business.
O	Franchisor's option to purchase your business	Section 19	Upon termination you must offer in writing to sell Franchise to us. If there is a dispute regarding the offering, price, fair market value will be determined by the American Arbitration Association. We have 30 days to exercise our option. We have no obligation to purchase the Franchise.
P	Death or disability of Franchisee	Section 24	Your heirs may combine to operate your Franchised Business if they would otherwise qualify as an assignee including payment of transfer fee. Franchise may be transferred according to Section 17, 18 and 19 of Franchise Agreement.
Q	Non-competition covenants during the term of the Franchise	Section 25	There shall be no involvement in competing business anywhere without our written approval.
R	Non-competition covenants after the franchise is terminated or expires	Section 25 and 16a	You may not engage or be involved in any manner in a competing business for 18 months in your former Territory, within a radius of 18 miles from the center of your former Territory, or in any Territories of any MaidPro Franchise.
S	Modification of the franchise agreement	Section 22 and 23	You may not modify the franchise agreement. We may modify upon execution of written agreement with you. We may modify the Confidential Manual and any parts of the system if necessary.
T	Integration/merger clause	Section 35g	Only the terms of the franchise agreement are binding (subject to state law). No other promises are enforceable. However, nothing in the franchise agreement or in any related document is intended to disclaim our representations made in this disclosure document.
U	Dispute resolution by arbitration or mediation	Section 26	Except for certain claims, all disputes must be arbitrated before the American Arbitration Association, Boston Massachusetts office. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made to you in the franchise disclosure document.
V	Choice of forum	Section 26	Litigation must be in the state courts of Massachusetts and/or the United States district Courts sitting in Massachusetts.
W	Choice of law	Section 26	Massachusetts law applies.

See any state-specific riders or addenda to the franchise agreement and this disclosure document for special state disclosures.

Item 18 PUBLIC FIGURES

We have paid Ann B. Davis who played “Alice” the housekeeper on the Brady Bunch \$5,000 for the right to use her voice and image in the promotion of MaidPro and MaidPro Franchisees. This right never

expires. We have produced audio spots that feature Ann B. Davis for use on voicemail and phone systems throughout the MaidPro system. Ann B. Davis does not manage or own an interest in us.

Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information, and 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 that 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 provided is an historic financial performance representation about a subset of our franchise system's existing outlets. Because business maturation can take up to eighteen months or longer we are reporting only on those Businesses open eighteen months or more. If a franchisee had more than one territory, the Gross Sales include revenues from all of the franchisee's territories. The number of Qualified Households for each franchisee varies, and your territory may have a different number of Qualified Households. The franchisees below all had territories that had in excess of 10,000 Qualified Households at the time they signed their franchise agreements. Some of the franchisees had in excess of 50,000 Qualified Households at the time they signed their franchise agreement, or increased their territory beyond 50,000 Qualified Households by purchasing additional territories after their initial signing. A Qualified Household is a home which has an average annual income of \$75,000 or more. The number of Qualified Households in a territory typically increases over time.

Based upon the performance of the franchises which were in operation for a minimum of eighteen months as of August 1, 2012, we are providing the following disclosure of the actual Gross Sales which includes both unrelated and affiliate owned franchised units. The Average Same Franchised Unit* sales for the month ending August 31, 2012 is as follows:

*We define “Same Franchised Units” as a franchised business in operation a minimum of eighteen months as of August 1, 2012. Out of the 138 franchised businesses operated by 116 franchisees, that were in operation on August 1, 2012, we are reporting on 112 franchised businesses, operated by 90 franchisees which comply with the definition for Same Franchised Units.

ENTERPRISE MARKET (# of Qualified Households is greater than 25,000)

Franchisee	# of Territories	# of Qualified Households on 08/31/12	Total Gross Sales for Month Ending 08/31/12	Recurring Service Sales ₁ Month Ending 08/31/12	OTC Sales ₂ Month Ending 08/31/12	Job Related Payroll ₃ Month Ending 08/31/12	Job Costing % ₄ Month Ending 08/31/12	Cost Per Inquiry ₅ Month Ending 08/31/12	Recurring Customers ₆ Month Ending 08/31/12
1	4	138,872	\$117,141.10	\$92,681.25	\$24,459.85	\$43,263.52	36.93%	\$44.67	533
2	3	47,832	\$90,869.00	\$76,027.00	\$14,842.00	\$29,715.00	32.70%	\$10.53	256
3	3	104,223	\$79,628.50	\$69,452.50	\$10,176.00	\$26,831.46	33.70%	\$18.52	385
4	3	255,849	\$101,981.43	\$90,759.37	\$11,222.06	\$31,689.46	31.07%	\$30.79	367
5	2	61,039	\$113,730.64	\$97,088.42	\$16,642.22	\$37,868.41	33.30%	\$20.29	415
6	2	100,053	\$87,516.29	\$74,542.77	\$12,973.52	\$32,937.48	37.64%	\$37.64	374
7	2	145,827	\$99,543.55	\$87,164.01	\$12,379.54	\$36,157.24	36.32%	\$48.79	421
8	2	39,056	\$29,380.00	\$27,372.00	\$2,008.00	\$8,615.84	29.33%	\$70.71	140
9	2	104,965	\$108,213.09	\$98,044.94	\$10,168.15	\$36,030.49	33.30%	\$25.02	423
10	2	66,287	\$61,442.57	\$54,301.78	\$7,140.79	\$17,113.37	27.85%	\$151.48	205
11	2	222,448	\$126,321.00	\$112,595.00	\$13,726.00	\$43,252.63	34.24%	\$58.26	521
12	2	48,134	\$156,863.00	\$121,740.00	\$35,123.00	\$47,982.32	30.59%	\$18.20	576
13	2	67,391	\$76,814.97	\$72,941.72	\$3,873.25	\$28,309.20	36.85%	\$68.93	356
14	2	71,183	\$114,273.01	\$103,248.11	\$11,024.90	\$39,462.54	34.53%	\$20.68	511
15	2	94,361	\$256,381.94	\$233,696.84	\$22,685.10	\$102,804.79	40.10%	\$77.53	1039
16	2	81,227	\$85,780.80	\$74,273.80	\$11,507.00	\$23,542.80	27.45%	\$62.25	322
17	1	27,639	\$22,927.00	\$18,913.42	\$4,013.58	\$7,118.00	31.05%	\$54.19	107
18	1	27,421	\$15,936.00	\$14,195.00	\$1,741.00	\$5,676.41	35.62%	\$46.02	77
19	1	47,265	\$39,816.30	\$36,110.30	\$3,706.00	\$9,544.93	23.97%	\$68.72	171
20	1	48,991	\$32,444.10	\$27,258.79	\$5,185.31	\$10,243.72	31.57%	\$63.02	138
21	1	38,417	\$27,815.71	\$23,274.71	\$4,541.00	\$10,090.25	36.28%	\$46.16	110
22	1	34,982	\$33,339.00	\$28,966.00	\$4,373.00	\$9,105.80	27.31%	\$48.00	138
23	1	43,466	\$59,465.60	\$51,000.46	\$8,465.14	\$18,758.74	31.55%	\$26.41	307
24	1	53,375	\$88,333.50	\$80,098.99	\$8,234.51	\$31,684.06	35.87%	\$127.24	373
25	1	28,673	\$33,492.12	\$29,296.22	\$4,195.90	\$12,853.78	38.38%	\$23.15	155
26	1	34,681	\$64,660.96	\$60,237.96	\$4,423.00	\$22,284.68	34.46%	\$104.87	255
27	1	26,427	\$30,379.44	\$28,819.44	\$1,560.00	\$10,347.37	34.06%	\$79.64	136
28	1	133,269	\$63,214.21	\$58,327.56	\$4,886.65	\$23,275.71	36.82%	\$30.94	272
29	1	28,174	\$37,037.69	\$33,245.21	\$3,792.48	\$13,211.16	35.67%	\$50.58	185
30	1	31,268	\$77,310.00	\$67,052.00	\$10,258.00	\$28,868.16	37.34%	\$33.20	300
31	1	69,073	\$102,403.00	\$92,051.00	\$10,352.00	\$38,060.28	37.17%	\$59.43	473
32	1	54,895	\$36,605.50	\$33,425.50	\$3,180.00	\$12,498.97	34.15%	\$36.43	144
33	1	34,211	\$48,963.69	\$31,004.97	\$17,958.72	\$15,349.91	31.35%	\$30.64	114
34	1	27,812	\$36,913.72	\$32,228.58	\$4,685.14	\$12,998.48	35.21%	\$82.51	136
35	1	40,036	\$14,920.34	\$12,975.34	\$1,945.00	\$4,486.25	30.07%	\$38.33	85
36	1	50,008	\$43,614.00	\$31,583.00	\$12,031.00	\$13,603.42	31.19%	\$14.67	156
37	1	27,411	\$29,478.00	\$25,930.00	\$3,548.00	\$10,498.66	35.62%	\$78.03	102
38	1	53,028	\$30,652.50	\$26,144.50	\$4,508.00	\$10,513.75	34.30%	\$24.56	135
39	1	43,892	\$103,019.54	\$92,764.73	\$10,254.81	\$37,066.27	35.98%	\$79.19	417

40	1	36,581	\$51,752.55	\$44,504.55	\$7,248.00	\$18,526.63	35.80%	\$36.51	232
41	1	46,136	\$40,380.40	\$33,826.63	\$6,553.77	\$12,710.49	31.48%	\$45.73	172
42	1	33,423	\$62,599.83	\$60,574.15	\$2,025.68	\$24,782.46	39.59%	\$86.63	303
43	1	64,102	\$44,859.50	\$41,121.50	\$3,738.00	\$14,953.86	33.33%	\$31.26	167
44	1	98,296	\$44,998.88	\$39,808.68	\$5,190.20	\$15,892.95	35.32%	\$14.58	194
45	1	36,247	\$62,881.10	\$45,671.95	\$17,209.15	\$20,832.18	33.13%	\$24.34	236
46	1	37,009	\$59,239.50	\$52,344.00	\$6,895.50	\$20,286.12	34.24%	\$61.28	233
47	1	62,813	\$42,817.00	\$37,620.00	\$5,197.00	\$15,393.12	35.95%	\$38.76	149
48	1	26,443	\$19,243.00	\$18,499.50	\$743.50	\$6,034.35	31.36%	\$44.80	74
49	1	45,829	\$36,872.26	\$34,107.26	\$2,765.00	\$11,573.68	31.39%	\$34.78	177
50	1	42,071	\$11,643.25	\$8,925.00	\$2,718.25	\$5,140.33	44.15%	\$31.55	46
51	1	44,279	\$55,632.00	\$41,026.00	\$14,606.00	\$20,009.38	35.97%	\$71.74	166
52	1	28,978	\$31,572.50	\$27,242.50	\$4,330.00	\$11,432.72	36.21%	\$21.91	153
53	1	38,982	\$19,347.50	\$16,676.32	\$2,671.18	\$7,101.22	36.70%	\$42.02	100
54	1	59,293	\$68,839.65	\$56,525.95	\$12,313.70	\$21,507.71	31.24%	\$23.77	236
55	1	28,677	\$57,552.75	\$47,701.50	\$9,851.25	\$31,094.87	54.03%	\$14.34	302
56	1	54,283	\$21,936.78	\$16,556.80	\$5,379.98	\$7,267.52	33.13%	\$64.78	62
57	1	38,745	\$34,378.50	\$31,150.50	\$3,228.00	\$13,467.81	39.18%	\$57.46	154
58	1	72,109	\$65,510.00	\$44,427.00	\$21,083.00	\$21,432.00	32.72%	\$20.46	210
59	1	82,256	\$98,625.50	\$85,622.79	\$13,002.71	\$37,824.93	38.35%	\$61.35	314
60	1	28,973	\$30,852.00	\$25,654.00	\$5,198.00	\$10,381.00	33.65%	\$32.77	133
61	1	39,203	\$78,931.65	\$59,367.90	\$19,563.75	\$27,747.50	35.15%	\$41.26	270
62	1	32,401	\$45,235.69	\$40,241.63	\$4,994.06	\$20,588.08	45.51%	\$153.72	143
63	1	31,246	\$40,688.00	\$28,093.50	\$12,594.50	\$12,881.76	31.66%	\$18.60	144
64	1	30,996	\$102,630.00	\$80,584.50	\$22,045.50	\$27,061.56	26.37%	\$130.49	317
65	1	29,941	\$76,200.00	\$70,262.00	\$5,938.00	\$30,448.76	39.96%	\$45.90	287

* Franchisee with multiple office locations and territories

¹ Sales generated from Recurring Cleaning services

² Sales generated from One Time Cleaning services (Non-Recurring)

³ Cost of direct job related payroll (These figures do not included any insurance, taxes, benefits or incentives paid to your employees)

⁴ Percent of direct job related payroll paid to employees based on Gross Sales (These figures do not included any insurance, taxes, benefits or incentives paid to your employees)

⁵ Cost in advertising monies spent to get a potential customer to inquirer about service

⁶ Number of Recurring Customers (weekly, bi-weekly and monthly)

The following averages are based on the figures represented in the chart above for the ENTERPRISE MARKET Offices.

Average Total Monthly Sales	\$61,979.71
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Average Recurring Sales	\$53,379.50
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Average OTC Sales	\$8,600.21
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Average Job Costing	\$21,512.89
Average Job Costing %	34.52%
Average Cost Per Inquiry	\$50.26
Average # Recurring Customers	246
Average Monthly Sales Per Average # Recurring Customer	\$217

SELECT MARKET (# of Qualified Households is less than 25,000)

Franchisee	# of Territories	# of Qualified Households on 08/31/12	Total Gross Sales for Month Ending 08/31/12	Recurring Service Sales ₁ Month Ending 08/31/12	OTC Sales ₂ Month Ending 08/31/12	Job Related Payroll ₃ Month Ending 08/31/12	Job Costing % ₄ Month Ending 08/31/12	Cost Per Inquiry ₅ Month Ending 08/31/12	Recurring Customers ₆ Month Ending 08/31/12
66	2	17,644	\$103,286.29	\$69,507.79	\$33,778.50	\$33,121.38	32.07%	\$32.50	227
67	1	13,211	\$6,815.50	\$6,050.50	\$765.00	\$2,293.50	33.65%	\$53.85	29
68	1	13,717	\$47,580.77	\$39,249.06	\$8,331.71	\$18,638.72	39.17%	\$36.57	181
69	1	19,992	\$56,912.50	\$46,333.00	\$10,579.50	\$20,515.15	36.05%	\$39.31	214
70	1	22,784	\$13,691.50	\$11,465.50	\$2,226.00	\$3,729.36	27.24%	\$34.83	76
71	1	23,768	\$44,372.00	\$43,356.00	\$1,016.00	\$17,441.77	39.31%	\$38.88	175
72	1	11,473	\$32,277.00	\$29,562.00	\$2,715.00	\$11,588.17	35.90%	\$83.93	157
73	1	13,056	\$14,187.00	\$11,009.00	\$3,178.00	\$4,978.93	35.10%	\$64.32	74
74	1	19,096	\$50,331.94	\$40,212.54	\$10,119.40	\$15,134.24	30.07%	\$37.20	215
75	1	22,130	\$59,167.30	\$53,438.30	\$5,729.00	\$23,146.78	39.12%	\$53.01	232
76	1	20,943	\$17,909.00	\$12,169.00	\$5,740.00	\$6,630.90	37.03%	\$13.64	59
77	1	20,643	\$53,430.65	\$49,807.65	\$3,623.00	\$18,389.35	34.42%	\$78.88	221
78	1	24,329	\$51,372.22	\$48,067.22	\$3,305.00	\$18,358.37	35.74%	\$66.88	193
79	1	18,763	\$11,049.45	\$9,802.26	\$1,247.19	\$4,068.36	36.82%	\$53.85	37
80	1	12,434	\$20,845.50	\$19,002.50	\$1,843.00	\$6,453.80	30.96%	\$39.65	92
81	1	10,254	\$14,380.68	\$12,657.18	\$1,723.50	\$5,032.93	35.00%	\$29.78	76
82	1	24,824	\$38,930.79	\$31,448.16	\$7,482.63	\$12,952.50	33.27%	\$21.84	128
83	1	10,006	\$35,247.98	\$29,732.19	\$5,515.79	\$10,848.96	30.78%	\$80.27	136
84	1	13,579	\$21,235.44	\$19,738.89	\$1,496.55	\$7,917.84	37.29%	\$48.52	83
85	1	22,891	\$36,090.84	\$28,241.00	\$7,849.84	\$12,536.86	34.74%	\$33.43	142
86	1	18,688	\$24,132.60	\$16,352.62	\$7,779.98	\$7,340.03	30.42%	\$38.54	91
87	1	21,771	\$54,006.01	\$46,102.51	\$7,903.50	\$17,920.93	33.18%	\$25.96	200
88	1	19,104	\$32,406.00	\$29,741.50	\$2,664.50	\$12,136.48	37.45%	\$66.87	157
89	1	19,605	\$34,071.55	\$28,965.55	\$5,106.00	\$11,255.05	33.03%	\$46.00	145
90	1	24,183	\$27,274.75	\$25,392.25	\$1,882.50	\$10,767.72	39.48%	\$37.43	113

* Franchisee with multiple office locations and territories

₁ Sales generated from Recurring Cleaning services

2 Sales generated from One Time Cleaning services (Non-Recurring)

3 Cost of direct job related payroll (These figures do not included any insurance, taxes, benefits or incentives paid to your employees)

4 Percent of direct job related payroll paid to employees based on Gross Sales (These figures do not included any insurance, taxes, benefits or incentives paid to your employees)

5 Cost in advertising monies spent to get a potential customer to inquirer about service

6 Number of Recurring Customers (weekly, bi-weekly and monthly)

The following averages are based on the figures represented in the chart above for the SELECT MARKET Offices.

Average Total Monthly Sales	\$33,238.29
Average Recurring Sales	\$28,662.35
Average OTC Sales	\$4,575.94
Average Job Costing	\$11,669.86
Average Job Costing %	34.80%
Average Cost Per Inquiry	\$46.81
Average # Recurring Customers	134
Average Monthly Sales Per Average # Recurring Customer	\$213

Monthly Gross Sales, however, will fluctuate somewhat throughout the year. The locations of the franchised businesses are across the United States (See Item 20), and the franchised businesses are located in both major metropolitan areas, suburban areas and rural areas.

The above figures, which reflects Gross Sales, not profits, were calculated based upon information reported to us by our franchisees in their monthly reports used by us for calculating Royalties. The monthly reports are compiled using Service CEO Software. The above figures have not been audited by us. The figures do not reflect all costs of sales, operating expenses or other costs and expenses that must be deducted from the Gross Sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your MaidPro Franchised Business. Other franchisees may be one source of this information.

Some MaidPro Franchised Businesses have sold this amount. Your individual results may differ. There is no assurance that you will sell as much. Further, your Gross Sales and your financial results will depend upon, among other things, such factors as local and national economic conditions; how much you follow our methods and procedures; your sales skills; your management skill, experience and business acumen; whether you personally manage your Franchised Business or hire a manager; the region in which your Franchised

Business is located; the competition in your local market; the prevailing wage rate; and the sales level reached during the initial period.

Your analysis of a MaidPro franchised business should include estimates of expenses for all applicable items, including, office rental space, salaries or commissions, your own salary, phone/fax charges, postage, travel, auto expense, insurance, supplies and the costs of marketing. All of these items are based largely on factors

within your control, for which you can obtain information through your own research. Since these amounts are to a great degree a matter of personal business decisions and preferences, we have included no estimates for these items, and you should make appropriate assumptions. Please see Items 6 and 7 for a description of certain expense items, which you are likely to incur in operating a MaidPro Franchised Business. However, you should also be aware that the expense items listed above and those listed in Items 6 and 7, taken together, are by no means exhaustive. There are likely to be additional expenses that we have not listed, some of which may be unique to your market or situation. Written substantiation for the financial performance representations will be made available to you in writing upon reasonable request.

ADVERTISING AND FINANCIAL ASSUMPTIONS

Advertising Budget: We recommend that you spend a specified amount on your local advertising, depending on the size of your specific territory.

The following figures are based on data obtained through salesforce.com Software and MaidPro National Sales Center Metrics and compiled by our MaidPro National Sales Center personnel. Please refer to Item 6 for more information regarding the MaidPro National Sales Center. All figures are based on 62 franchised businesses that used the MaidPro National Sales Center, Full-time, for internet leads and overflow leads, and had at least 1 quote contacted by the MaidPro National Sales Center during the month of December 2012:

Signup percentage for month of December 2012

Source: salesforce.com Software, MaidPro National Sales Center Metrics.

MaidPro National Sales Center Signup % (includes all leads contacted: internet and phone inquiries)	48%
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Recurring Signup percentage for month of December 2012

Source: salesforce.com Software, MaidPro National Sales Center Metrics.

For every customer that signs up for service only a percentage will sign up for recurring service.

MaidPro National Sales Center Recurring Signup % (includes all signed up leads that were scheduled for recurring service)	68%
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Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2010 to 2012

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlet at the Start Of the Year	Outlets at the End Of The Year	Net Change
Franchised	2010	113	121	+ 8
	2011	121	132	+ 11
	2012	132	159	+ 27
Company-Owned	2010	0	0	0
	2011	0	0	0
	2012	0	0	0
Total Outlets	2010	113	121	+ 8
	2011	121	132	+ 11
	2012	132	159	+ 27

Table No. 2

**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2010 to 2012**

Column 1	Column 2	Column 3
State	Year	Number Of Transfers
Massachusetts	2010	0
	2011	0
	2012	0
Florida	2010	0
	2011	0
	2012	0
New Hampshire	2010	0
	2011	0
	2012	0
Connecticut	2010	0
	2011	1
	2012	0
New Jersey	2010	0
	2011	1
	2012	0
Washington	2010	0
	2011	0
	2012	0

Column 1	Column 2	Column 3
State	Year	Number Of Transfers
Utah	2010	0
	2011	0
	2012	0
California	2010	2
	2011	0
	2012	0
Texas	2010	0
	2011	0
	2012	0
Washington DC	2010	0
	2011	0
	2012	0
Indiana	2010	0
	2011	0
	2012	0
Arizona	2010	0
	2011	0
	2012	0
Minnesota	2010	0
	2011	0
	2012	0
New York	2010	1
	2011	0
	2012	0
Kentucky	2010	0
	2011	0
	2012	0
Colorado	2010	0
	2011	0
	2012	0
Maryland	2010	1
	2011	0
	2012	0
Nevada	2010	0
	2011	1
	2012	0
Illinois	2010	0
	2011	0
	2012	1
North Carolina	2010	3
	2011	0
	2012	0
Georgia	2010	0
	2011	1
	2012	0
Iowa	2010	1
	2011	0

Column 1	Column 2	Column 3
State	Year	Number Of Transfers
	2012	0
Ohio	2010	0
	2011	0
	2012	0
Oklahoma	2010	0
	2011	0
	2012	0
Missouri	2010	0
	2011	0
	2012	0
Pennsylvania	2010	0
	2011	0
	2012	1
Virginia	2010	0
	2011	0
	2012	0
Wisconsin	2010	0
	2011	0
	2012	0
Totals	2010	8
	2011	4
	2012	2

Table No. 3

**STATUS OF FRANCHISED OUTLETS
FOR YEARS -2010 to 2012**

Col.1	Col.2	Col.3	Col.4	Col.5	Col.6	Col.7	Col.8	Col.9
State/Province	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations – Other Reasons	Outlets at the End of the Year
Massachusetts	2010	8	0	0	0	0	0	8
	2011	8	0	0	0	0	0	8
	2012	8	0	0	0	0	0	8
Florida	2010	11	3	0	0	0	0	14
	2011	14	0	0	0	0	1	13
	2012	13	4	0	0	0	0	17
New	2010	1	0	0	0	0	0	1

Col.1 State/Province	Col.2 Year	Col.3 Outlets at Start of Year	Col.4 Outlets Opened	Col.5 Terminations	Col.6 Non- Renewals	Col.7 Reacquired By Franchisor	Col.8 Ceased Operations – Other Reasons	Col.9 Outlets at the End of the Year
Hampshire	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
Connecticut	2010	3	0	0	0	0	0	3
	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
New Jersey	2010	6	2	0	0	0	0	8
	2011	8	1	0	0	0	0	9
	2012	9	1	0	0	0	0	10
Washington	2010	4	0	0	0	0	0	4
	2011	4	0	0	0	0	0	4
	2012	4	0	0	0	0	0	4
Utah	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2012	1	1	0	0	0	0	2
California	2010	9	0	1	0	0	0	8
	2011	8	0	0	0	0	0	8
	2012	8	1	0	0	0	0	9
Texas	2010	7	3	1	0	0	0	9
	2011	9	1	0	0	0	0	10
	2012	10	4	0	0	0	0	14
Washington DC	2010	2	0	0	0	0	0	2
	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
Indiana	2010	2	0	0	0	0	0	2
	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
Arizona	2010	3	0	0	0	0	0	3
	2011	3	0	0	0	0	0	3
	2012	3	1	0	0	0	0	4
Minnesota	2010	2	0	0	0	0	0	2
	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
New York	2010	6	0	0	0	0	0	6
	2011	6	0	0	0	0	1	5
	2012	5	1	0	0	0	0	6
Kentucky	2010	2	0	0	0	0	0	2
	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
Colorado	2010	5	0	0	0	0	0	5
	2011	5	1	0	0	0	0	6
	2012	6	0	0	0	0	0	6
Maryland	2010	5	0	0	0	0	0	5
	2011	5	2	1	0	0	0	6
	2012	6	2	0	0	0	0	8

Col.1 State/Province	Col.2 Year	Col.3 Outlets at Start of Year	Col.4 Outlets Opened	Col.5 Terminations	Col.6 Non- Renewals	Col.7 Reacquired By Franchisor	Col.8 Ceased Operations – Other Reasons	Col.9 Outlets at the End of the Year
Nevada	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
Illinois	2010	5	0	0	0	0	0	5
	2011	5	1	0	0	0	0	6
	2012	6	0	0	0	0	0	6
North Carolina	2010	5	0	0	0	0	0	5
	2011	5	0	0	0	0	2	3
	2012	3	1	0	0	0	0	4
Georgia	2010	5	0	0	0	0	0	5
	2011	5	0	0	0	0	0	5
	2012	5	2	0	0	0	0	7
Iowa	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
Oklahoma	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
South Carolina	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
Hawaii	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2012	1	0	1	0	0	0	0
Alabama	2010	1	0	0	0	0	0	1
	2011	1	1	0	0	0	0	2
	2012	2	0	0	0	0	0	2
Missouri	2010	2	0	0	0	0	0	2
	2011	2	0	0	0	0	0	2
	2012	2	2	0	0	0	0	4
Pennsylvania	2010	3	0	0	0	0	0	3
	2011	3	3	0	0	0	0	6
	2012	6	1	0	0	0	0	7
Virginia	2010	4	0	0	0	0	0	4
	2011	4	1	0	0	0	0	5
	2012	5	0	0	0	0	0	5
Wisconsin	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
Michigan	2010	2	1	0	0	0	0	3
	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
Rhode Island	2010	1	0	0	0	0	0	1
	2011	1	1	0	0	0	0	2

Col.1 State/Province	Col.2 Year	Col.3 Outlets at Start of Year	Col.4 Outlets Opened	Col.5 Terminations	Col.6 Non-Renewals	Col.7 Reacquired By Franchisor	Col.8 Ceased Operations – Other Reasons	Col.9 Outlets at the End of the Year
	2012	2	0	0	0	0	0	2
Kansas	2010	0	0	0	0	0	0	0
	2011	0	1	0	0	0	0	1
	2012	1	1	0	0	0	0	2
Ohio	2010	0	0	0	0	0	0	0
	2011	0	1	0	0	0	0	1
	2012	1	0	0	0	0	0	1
Delaware	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
	2012	0	1	0	0	0	0	1
Louisiana	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
	2012	0	2	0	0	0	0	2
Tennessee	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
	2012	0	2	0	0	0	0	2
Alberta Canada	2010	2	2	0	0	0	0	2
	2011	2	2	0	0	0	0	4
	2012	4	0	0	0	0	0	4
Ontario Canada	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
	2012	0	1	0	0	0	0	1
Nova Scotia Canada	2010	0	1	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
Totals	2010	113	10	2	0	0	0	121
	2011	121	16	1	0	0	4	132
	2012	132	28	1	0	0	0	159

Table No. 4

**STATUS OF AFFILIATE-OWNED* OUTLETS
FOR YEARS 2010 to 2012**

Col.1 State	Col.2 Year	Col.3 Outlets at Start of the Year	Col.4 Outlets Opened	Col.5 Outlets Reacquired From Franchisees	Col.6 Outlets Closed	Col.7 Outlets Sold to Franchisees	Col.8 Outlets at End of the Year
Massachusetts	2010	1	0	0	0	0	1
	2011	1	0	0	0	0	1
	2012	1	0	0	0	0	1
Totals	2010	1	0	0	0	0	1

Col.1 State	Col.2 Year	Col.3 Outlets at Start of the Year	Col.4 Outlets Opened	Col.5 Outlets Reacquired From Franchisees	Col.6 Outlets Closed	Col.7 Outlets Sold to Franchisees	Col.8 Outlets at End of the Year
	2011	1	0	0	0	0	1
	2012	1	0	0	0	0	1

***We do not operate any company-owned outlets.**

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2012

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Texas	1	1	0
Pennsylvania	0	1	0
Arizona	0	1	0
Rhode Island	1	1	0
California	1	1	0
Florida	0	1	0
Kansas	0	1	0
Maryland	0	2	0
Indiana	0	1	0
Minnesota	0	1	0
Missouri	0	1	0
Michigan	0	1	0
Nebraska	0	1	0
Georgia	1	1	0
Canada	0	5	0
Total	4	20	0

All numbers are as of December 31 for each year.

The names of our franchisees and the addresses and telephone numbers of their units are listed in Exhibit F as of December 31, 2012. The name and last known address and telephone number of every franchisee who has had a unit terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the disclosure document issuance 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.

In some instances, current and former franchisees signed provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all franchisees will be able to communicate with you. Our franchise agreements have confidentiality clauses which prevent current and former franchisees from disclosing proprietary, confidential and trade secret information about our system. During the last three fiscal years we have not signed any other type of agreement (settlement, etc.) which contained a confidentiality clause with any current or former franchisees

The following are, to the extent known, the names, addresses, telephone numbers, e-mail address and Web address of each trademark-specific franchisee organization associated with the franchise system being offered:

An organization created and endorsed by franchisor: MaidPro Franchise Advisory Board, Richard Sparacio, President, MaidPro Franchise Corporation, 77 North Washington Street, Boston, MA 02114, 617-742-8787, richard@maidpro.com, www.maidpro.com .

Item 21 FINANCIAL STATEMENTS

We have attached as Exhibit B of this Disclosure Document our audited financial statements for the periods ending December 31, 2009, December 31, 2010 and December 31, 2011. These financial statements are prepared in accordance with generally accepted accounting principles by an independent auditor. Our fiscal year end is December 31st.

Item 22 CONTRACTS

Form Franchise Agreement is attached as Exhibit C.

Form of End User License Agreement for MaidPro Software is attached as Addendum C to Franchise Agreement

Confidentiality and Non-Competition Agreement is attached as Addendum D to Franchise Agreement

Franchise Compliance Questionnaire is attached as Addendum E to Franchise Agreement

Guaranty Agreement is attached as Addendum F to Franchise Agreement

Transfer of Service Agreement is attached as Addendum G to the Franchise Agreement

Electronic Funds Transfer Authorization is attached as Addendum H to Franchise Agreement

Promissory Note and Security Agreement is attached as Addendum I to Franchise Agreement

VetFran Amendment is attached as Addendum J to Franchise Agreement

Form of Mutual Termination and General Release Agreement is attached as Exhibit E.

Conversion Franchise Agreement is attached as Exhibit G

Item 23
RECEIPT

See the last two pages of this Disclosure Document for detachable documents (one for retention by you and one for us) acknowledging receipt of the Disclosure Document by you.

EXHIBIT A

MAIDPRO FRANCHISE CORPORATION

LIST OF STATE AGENCIES/AGENTS

FOR SERVICE OF PROCESS

Our registered agent in the State of Massachusetts:

Mark Kushinsky
Chief Executive Officer
MaidPro Franchise Corporation
77 North Washington Street
Boston, MA 02114

STATE	AGENCY	PROCESS, IF DIFFERENT
California 1(866) ASK-CORP	Commissioner of Corporations Los Angeles Office: 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento Office: 1515 K Street, South Suite 200 Sacramento, CA 95814-4052 San Diego Office: 1350 Front Street San Diego, CA 92101 San Francisco Office: 1 Sansome Street, Suite 600 San Francisco, CA 94104	
Hawaii	Securities Examiner 335 Merchant Street, Room 203 Honolulu, HI 96813	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, IN 46204	Administrative Office of the Secretary of State 201 State House Indianapolis, Indiana 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021	Maryland Securities Commissioner 200 St. Paul Place Baltimore Maryland 21202-2021
Michigan	Consumer Protection Division Antitrust and Franchise Unit Michigan Dept of Attorney General 670 G. Mennen Williams Building 525 West. Ottawa Lansing, MI 48933	
Minnesota	Commission of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 500 St. Paul, MN 55101-2198	

STATE	AGENCY	PROCESS, IF DIFFERENT
New York	New York State Dept of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, NY 10271	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231-0001
North Dakota	Office of Securities Commissioner 600 East Boulevard Avenue State Capital 5 th Floor Bismarck, ND 58505-0510	North Dakota Securities Department 600 East Boulevard Avenue State Capital 5th Floor Dept 414 Bismarck, ND 58505-0510
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310	
Rhode Island	Division of Securities Department of Business Regulations Bldg. 69, 1st Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920	
South Dakota	Division of Securities 445 East Capitol Pierre, SD 57501-3185	
Virginia	Ronald W. Thomas, Administrator State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219	Clerk State Corporation Commission 1300 East Main Street Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033	
Wisconsin	Securities and Franchise Registration Division of Securities 4 th Floor 345 W. Washington Ave Madison, WI 53703	

EXHIBIT B
MAIDPRO FRANCHISE CORPORATION
FINANCIAL STATEMENTS



CONSENT OF INDEPENDENT AUDITOR

As independent accountants, McGladrey LLP, we hereby consent to the use in the Franchise Disclosure Document issued by MaidPro Franchise Corporation ("Franchisor") on March 31, 2013, of our report dated March 26, 2013, relating to the financial statements of MaidPro Franchise Corporation as of December 31, 2012 and 2011 and for the years then ended. It should be noted that we have not audited any financial statements of the Company subsequent to December 31, 2012 or performed any audit procedures subsequent to the date of our report.

McGladrey LLP

Boston, Massachusetts
March 26, 2013

Member of the RSM International network of independent accounting, tax and consulting firms.

MaidPro Franchise Corporation

Financial Statements

Years Ended December 31, 2012 and 2011

MaidPro Franchise Corporation

FINANCIAL STATEMENTS
Years Ended December 31, 2012 and 2011

CONTENTS

	<u>Page</u>
Independent Auditor's Report	1
Financial Statements:	
Balance Sheets	2
Statements of Income and Retained Earnings	3
Statements of Cash Flows	4
Notes to Financial Statements	5-10



INDEPENDENT AUDITOR'S REPORT

To the Shareholders
MaidPro Franchise Corporation
Boston, Massachusetts

Report on the Financial Statements

We have audited the accompanying financial statements of MaidPro Franchise Corporation which comprise the balance sheets as of December 31, 2012 and 2011, and the related statements of income and retained earnings and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of MaidPro Franchise Corporation as of December 31, 2012 and 2011, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

McGladrey LLP

Boston, Massachusetts
March 26, 2013

Member of the RSM International network of independent accounting, tax and consulting firms.

MaidPro Franchise Corporation

Balance Sheets

December 31, 2012 and 2011

	2012	2011
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 269,588	\$ 231,227
Accounts receivable, net	812,560	813,345
Advertising funds due from franchisees, net	100,211	87,970
Due from affiliated company	8,461	17,764
Prepaid expenses and other current assets	154,485	28,949
Total current assets	<u>1,345,305</u>	<u>1,179,255</u>
Property and equipment, net	<u>151,521</u>	<u>149,249</u>
Other assets:		
Restricted certificate of deposit	29,919	29,504
Security deposit	17,503	17,503
Total other assets	<u>47,422</u>	<u>47,007</u>
Total assets	<u>\$ 1,544,248</u>	<u>\$ 1,375,511</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Lines of credit	\$ 95,000	\$ 99,000
Accounts payable and accrued expenses	131,808	292,380
Funds committed for franchisee advertising	4,598	64,944
Deferred franchise and territory fees	99,016	92,500
Total current liabilities	<u>330,422</u>	<u>548,824</u>
Shareholders' equity:		
Class A capital stock, voting, no par value; 180,000 shares authorized; 180 shares issued and outstanding	180	180
Class B capital stock, non voting, no par value; 20,000 shares authorized; 20 shares issued and outstanding	20	20
Retained earnings	1,213,626	826,487
Total shareholders' equity	<u>1,213,826</u>	<u>826,687</u>
Total liabilities and shareholders' equity	<u>\$ 1,544,248</u>	<u>\$ 1,375,511</u>

See notes to financial statements.

MaidPro Franchise Corporation

Statements of Income and Retained Earnings
Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Revenues, net	\$ 4,699,272	\$ 3,979,346
Operating expenses	<u>3,801,517</u>	<u>3,345,138</u>
Income from operations	<u>897,755</u>	<u>634,208</u>
Other income (expense):		
Other income	130	972
Other expenses	<u>(1,955)</u>	<u>(3,272)</u>
	<u>(1,825)</u>	<u>(2,300)</u>
Net income	895,930	631,908
Retained earnings, beginning of year	826,487	620,479
Distributions	<u>(508,791)</u>	<u>(425,900)</u>
Retained earnings, end of year	<u>\$ 1,213,626</u>	<u>\$ 826,487</u>

See notes to financial statements.

MaidPro Franchise Corporation

Statements of Cash Flows

Years Ended December 31, 2012 and 2011

	2012	2011
Cash flows from operating activities:		
Net income	\$ 895,930	\$ 631,908
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	72,599	42,753
Bad debt expense (recoveries)	32,509	(10,629)
Non cash interest income	(415)	-
Changes in assets and liabilities:		
(Increase) decrease in assets:		
Accounts receivable, net	(31,724)	(207,471)
Advertising funds due from franchisees, net	(12,241)	(7,993)
Prepaid expenses and other current assets	(125,536)	10,070
Due from affiliated company	9,303	3,244
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(160,572)	254,815
Funds committed for franchisee advertising	(60,346)	(12,135)
Deferred franchise and territory fees	6,516	13,338
Net cash provided by operating activities	<u>626,023</u>	<u>717,900</u>
Cash flows from investing activities:		
Acquisition of property and equipment	(74,871)	(123,830)
Proceeds from restricted certificate of deposit	-	11,400
Net cash used in investing activities	<u>(74,871)</u>	<u>(112,430)</u>
Cash flows from financing activities:		
Net borrowings (repayments) on lines of credit	(4,000)	(6,360)
Distributions	(508,791)	(425,900)
Net cash used in financing activities	<u>(512,791)</u>	<u>(432,260)</u>
Net increase in cash and cash equivalents	38,361	173,210
Cash and cash equivalents, beginning of year	<u>231,227</u>	<u>58,017</u>
Cash and cash equivalents, end of year	<u>\$ 269,588</u>	<u>\$ 231,227</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 7,311</u>	<u>\$ 5,749</u>
Income taxes paid	<u>\$ -</u>	<u>\$ -</u>

See notes to financial statements.

MaidPro Franchise Corporation

Notes to Financial Statements
Years Ended December 31, 2012 and 2011

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

MaidPro Franchise Corporation (the "Company" or the "Franchisor") is a franchisor that provides support, guidance and training to the Company's franchisees. The Company's franchisees provide residential and office cleaning services in the United States and Canada. The Company began franchising operations in January 1997 and conducts operations from its principal office in Massachusetts.

The Company entered into 25 and 12 new franchise agreements during the years ended December 31, 2012 and 2011, respectively. The Company had 123 and 109 franchises in operations at December 31, 2012 and 2011, respectively.

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting standards set by the Financial Accounting Standards Board ("FASB"). The FASB sets generally accepted accounting principles ("GAAP") that the Company follows to ensure its financial condition, results of operations, and cash flows are consistently reported. References to GAAP issued by the FASB in these notes to the financial statements are to the FASB Accounting Standards Codification ("ASC").

Revenue and Expense Recognition

Royalties are recognized based on a percentage of franchisees' reported sales. Royalties are recorded as revenue is earned.

Initial franchise and territory fees are deferred until the location is operational and the Company has performed substantially all of the initial services pursuant to the franchise agreement. Franchise and territory fees received and unearned are reported as deferred franchise and territory fees in the accompanying balance sheets and amounted to \$99,016 and \$92,500 at December 31, 2012 and 2011, respectively. The Company defers those direct and incremental costs associated with the sale of franchises for which revenue is deferred. Deferred costs are charged to earnings when the related deferred franchise and territory fees are recognized as revenue. Deferred costs are recorded in prepaid expenses and other current assets in the accompanying balance sheets.

For the years ended December 31, 2012 and 2011, the total initial franchise and territory fees recognized in income was \$275,050 and \$225,875, respectively. Initial franchise and territory fees are recorded in revenue on the accompanying statement of income and retained earnings.

The Company provides support services to franchisees. Revenue from these services are recognized as earned.

The Company recognizes revenues from monthly license fees relating to the Company's internal-use software in accordance with ASC 605, *Revenue Recognition*. License fees are generated from the franchisees' use of the internal-use software which is hosted on the Company's Software as a Service ("SaaS") platform. Revenues from licenses are recognized in the period which they are earned.

MaidPro Franchise Corporation

Notes to Financial Statements
Years Ended December 31, 2012 and 2011

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES...continued

Cash and Cash Equivalents

The Company considers all short-term, highly liquid investments with original maturities of ninety days or less to be cash and cash equivalents. Cash equivalents consist of money market accounts.

Accounts Receivable

Accounts receivable are stated at the amount the Company expects to collect from outstanding balances. The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its franchisees to make required payments. Management considers the following factors when determining the collectability of specific accounts: credit-worthiness of franchisees, past transaction history with the franchisee, current economic industry trends, and changes in franchisee payment terms. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to the allowance. Accounts receivables that remain outstanding after the Company has made reasonable collection efforts are written off against the allowance and a credit to accounts receivable. Recoveries of accounts receivable previously written off are recorded when received. The allowance for doubtful accounts on accounts receivable amounted to \$70,979 and \$33,975 at December 31, 2012 and 2011, respectively.

Concentration of Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company maintains its cash and cash equivalents in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. The Company grants credit to its franchisees in the United States and Canada. Consequently, the Company's ability to collect the amounts due from franchisees is affected by the economic fluctuations in the United States and Canada. The Company routinely assesses the financial strength of its franchisees and believes that its accounts receivable credit risk exposure is limited.

Advertising Costs

Franchisee Advertising

The Company collects funds from its franchisees for advertising pursuant to the Company's franchise agreements. The collection of such funds constitute agency transactions and are not recognized as revenues and expenses. Advertising funds due from franchisees are recorded net of an allowance for doubtful accounts. The allowance for doubtful accounts on advertising funds due from franchisees amounted to \$2,626 and \$7,121 at December 31, 2012 and 2011, respectively. Advertising funds collected from franchisees are recorded as liability. Advertising costs incurred are charged against this liability. The Company charges a 4.38% administration fee on advertising funds charged to franchisees.

MaidPro Franchise Corporation

Notes to Financial Statements
Years Ended December 31, 2012 and 2011

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES...continued

Advertising Costs...continued

Franchisor Advertising

Advertising costs of the Franchisor are charged to income during the period the advertising is displayed. Advertising costs are expensed as incurred and totaled \$135,675 and \$124,278 for the years ended December 31, 2012 and 2011, respectively.

Income Taxes

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code and Massachusetts State tax law to be taxed as an S corporation. In lieu of corporate income taxes, the shareholders of an S corporation are taxed on their proportionate share of a company's taxable income. Therefore, no provision or liability for federal and Massachusetts State income tax has been included in the financial statements.

The Company recognizes and measures its unrecognized tax benefits in accordance with ASC 740, *Income Taxes*. Under that guidance, the Company assesses the likelihood, based on their technical merit, that tax positions will be sustained upon examination based on the facts, circumstances and information available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available, or when an event occurs that requires a change. As of December 31, 2012 and 2011, the Company does not have any uncertain tax positions.

The Company files income tax returns in the U.S. federal jurisdiction and Massachusetts jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal and state tax examinations by tax authorities for years before 2009.

Software Development Costs

Costs for software developed for internal use are accounted for in accordance with ASC 350, *Intangibles – Goodwill and Other - Internal-Use Software*. ASC 350 requires the capitalization of certain costs incurred in connection with developing or obtaining internal-use software. In accordance with ASC 350, the Company expenses costs incurred in the preliminary project stage of developing or acquiring internal use software, such as research and feasibility studies, as well as costs incurred in the post-implementation/operational stage, such as maintenance and training. Capitalization of software development costs occurs only after the preliminary project stage is complete, management authorizes the project, and it is probable that the project will be completed and the software will be used for the function intended. Costs associated with the purchase and development of computer software are capitalized and amortized on a straight-line basis over the estimated useful life of the related asset. Software development costs are recorded in property and equipment in the accompanying balance sheets.

MaidPro Franchise Corporation

Notes to Financial Statements
Years Ended December 31, 2012 and 2011

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES...continued

Property and Equipment

Property and equipment are stated at cost, net of accumulated depreciation and amortization. Expenditures for additions and improvements are capitalized while maintenance and repair expenditures are charged to operations as incurred. When assets are sold or otherwise retired from service, their cost and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in the results of operations. Depreciation and amortization is computed using the straight-line method based on the following estimated useful lives:

Office and computer equipment	3-5 years
Software development costs	3 years
Furniture and fixtures	7 years
Leasehold improvements	Term of lease

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the book value of the asset may not be recoverable. The Company evaluates whether events and circumstances have occurred that indicate possible impairment. An asset is considered impaired if the net book value of the asset exceeds the future projected undiscounted cash flows anticipated to be generated by the asset. The impairment is then measured as the excess of the net book value of the asset over its estimated fair value. During the years ended December 31, 2012 and 2011, respectively, no impairment charge was required.

Use of Estimates

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

Reclassifications

Reclassifications have been made to the statement of cash flows for the year ended December 31, 2011 to reclassify cash flow activities related to accounts receivable and bad debt expense to conform with the December 31, 2012 presentation.

2. DUE FROM AFFILIATED COMPANY

The Company shares certain operating expenses with and provides services to a company affiliated with the Company by common ownership. The amount due from the affiliated company was \$8,461 and \$17,764 at December 31, 2012 and 2011, respectively. Amounts due from the affiliated company are non-interest bearing and are paid as expenses come due.

MaidPro Franchise Corporation

Notes to Financial Statements
Years Ended December 31, 2012 and 2011

3. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Office and computer equipment	\$ 131,530	\$ 116,827
Furniture and fixtures	39,803	39,003
Leasehold improvements	19,514	19,514
Software development costs	<u>153,316</u>	<u>93,948</u>
Total property and equipment	344,163	269,292
Less - accumulated depreciation and amortization	<u>(192,642)</u>	<u>(120,043)</u>
Property and equipment, net	<u>\$ 151,521</u>	<u>\$ 149,249</u>

Depreciation and amortization expense for the years ended December 31, 2012 and 2011 was \$72,599 and \$42,753, respectively.

4. LINES OF CREDIT

At December 31, 2012, the Company maintained one line of credit. The line of credit bears interest at 5.74% at December 31, 2012, and is payable on demand. As of December 31, 2012, the balance on the line was \$95,000. The maximum available borrowing on the line of credit was \$200,000 at December 31, 2012. The line of credit is guaranteed by the shareholders of the Company.

At December 31, 2011, the Company maintained two lines of credit. The first line of credit bears interest at 5.74% at December 31, 2011, and is payable on demand. As of December 31, 2011, the balance on the line was \$99,000. The second line of credit bears interest at 5.24% at December 31, 2011, and is payable on demand. As of December 31, 2011, the balance on the line was \$0. The aggregate maximum available borrowing on both lines was \$100,000 at both December 31, 2011. Both of the lines of credit were repaid and closed during the year ended December 31, 2012.

5. COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company leases their office under a noncancelable operating lease expiring on February 28, 2013. In January 2013, the Company entered into a noncancelable sublease agreement with the lessee of the new location which expires on June 30, 2015. In addition, in January 2013, the Company entered into a noncancelable operating lease agreement with the lessor of the new location commencing July 1, 2015 and expiring June 30, 2019. The Company moved their office in March 2013 to the new location. Future minimum lease payments under the operating leases and sublease for the years ending December 31:

2013	\$ 376,470
2014	404,060
2015	404,060
2016	404,060
2017	404,060
Thereafter	<u>606,090</u>
	<u>\$ 2,598,800</u>

MaidPro Franchise Corporation

Notes to Financial Statements

Years Ended December 31, 2012 and 2011

5. COMMITMENTS AND CONTINGENCIES...continued

Operating Leases...continued

Rent expense under the operating lease for the years ended December 31, 2012 and 2011 totaled \$252,840 and \$234,234, respectively.

Letter of Credit

Pursuant to the terms of the operating lease for the Company's office facilities, as described above, the Company has obtained a letter of credit in favor of its landlord of \$29,919 and \$29,504 at December 31, 2012 and 2011, respectively. The letter of credit is secured by a certificate of deposit. Accordingly, the certificate of deposit has been classified as restricted certificate of deposit in the accompanying balance sheets and is considered restricted cash.

6. PROFIT SHARING PLAN

In 1998, the Company elected to participate in a qualified profit sharing plan (the "Plan"), established by an affiliated company, which meets the requirements of Section 401(k) of the Internal Revenue Code. The Plan covers all full-time employees who have completed one full year of eligible service and who are at least 21 years of age.

Participants in the Plan may elect to contribute up to 100% of their total compensation to the Plan subject to annual dollar limits, as set by the Internal Revenue Service and the Company may elect to match a portion of the employee's contribution. Additionally, the Company may elect, at its discretion, to contribute additional amounts for the benefit of non-highly compensated plan participants and may make further discretionary contributions to all plan participants.

For the years ended December 31, 2012 and 2011, the Company made no contributions to the Plan.

7. SUBSEQUENT EVENTS

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through March 26, 2013, the date the financial statements were available to be issued noting no events have occurred that would require disclosure other than the events related to the Company's operating leases as described in Note 5.



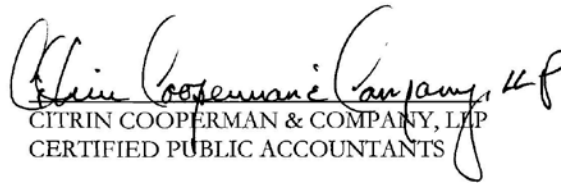
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CONSENT OF INDEPENDENT AUDITORS

To the Board of Directors
MaidPro Franchise Corporation

CITRIN COOPERMAN & COMPANY, LLP consents to the use in the Franchise Disclosure Document issued by MaidPro Franchise Corporation ("Franchisor") on March 31, 2011 of our report dated March 21, 2011, relating to the financial statements of Franchisor as of December 31, 2010, and for the year then ended.


CITRIN COOPERMAN & COMPANY, LLP
CERTIFIED PUBLIC ACCOUNTANTS

March 24, 2011
New York, New York

CITRIN COOPERMAN & COMPANY, LLP
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AN INDEPENDENT FIRM ASSOCIATED WITH MOORE STEPHENS

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MAIDPRO FRANCHISE CORPORATION
FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2010, 2009 AND 2008

**MAIDPRO FRANCHISE CORPORATION
FOR THE YEARS ENDED DECEMBER 31, 2010, 2009 AND 2008**

Table of Contents

	<u>Page</u>
Independent Auditors' Report	1
Financial Statements	
Balance sheets	2
Statements of income and retained earnings	3
Statements of cash flows	4
Notes to financial statements	5 - 10



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INDEPENDENT AUDITORS' REPORT

To the Shareholders
MaidPro Franchise Corporation

We have audited the accompanying balance sheet of MaidPro Franchise Corporation (the "Company") as of December 31, 2010, and the related statements of income and retained earnings and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit. The financial statements of MaidPro Franchise Corporation as of December 31, 2009, and for the years ended December 31, 2009 and 2008, were audited by other auditors, whose report, dated March 13, 2010, expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the 2010 financial statements referred to above present fairly, in all material respects, the financial position of MaidPro Franchise Corporation as of December 31, 2010, and the results of its operations and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

March 21, 2011


CERTIFIED PUBLIC ACCOUNTANTS

CITRIN COOPERMAN & COMPANY, LLP
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AN INDEPENDENT FIRM ASSOCIATED WITH WOODS STEPHENS

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**MAIDPRO FRANCHISE CORPORATION
BALANCE SHEETS
DECEMBER 31, 2010 AND 2009**

	<u>2010</u>	<u>2009</u>
<u>ASSETS</u>		
Current assets:		
Cash	\$ 58,017	\$ 24,715
Accounts receivable, net	595,245	445,916
Advertising funds due from franchisees, net	79,977	33,863
Due from affiliated company	21,008	18,993
Prepaid expenses and other current assets	<u>39,019</u>	<u>12,600</u>
Total current assets	<u>793,266</u>	<u>536,087</u>
Property and equipment, net	<u>68,172</u>	<u>62,735</u>
Other assets:		
Restricted certificate of deposit	40,904	61,816
Security deposit	<u>17,503</u>	<u>18,450</u>
Total other assets	<u>58,407</u>	<u>80,266</u>
TOTAL ASSETS	<u>\$ 919,845</u>	<u>\$ 679,088</u>
<u>LIABILITIES AND SHAREHOLDERS' EQUITY</u>		
Current liabilities:		
Lines of credit	\$ 105,360	\$ 99,310
Accounts payable and accrued expenses	37,565	73,121
Funds committed for franchisee advertising	77,079	69,469
Deferred franchise and territory fees	<u>79,162</u>	<u>-</u>
Total current liabilities	<u>299,166</u>	<u>241,900</u>
Commitments and contingencies (Note 7 and 9)		
Shareholders' equity:		
Capital stock- no par value; 200,000 authorized; 200 shares issued and outstanding	200	200
Retained earnings	<u>620,479</u>	<u>436,988</u>
Total shareholders' equity	<u>620,679</u>	<u>437,188</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u>\$ 919,845</u>	<u>\$ 679,088</u>

See accompanying notes to financial statements.

MAIDPRO FRANCHISE CORPORATION
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2010, 2009 AND 2008

	<u>2010</u>	<u>2009</u>	<u>2008</u>
Revenues, net	\$ 2,936,772	\$ 2,511,834	\$ 2,507,894
Operating expenses	<u>2,502,626</u>	<u>2,195,338</u>	<u>2,260,636</u>
Income from operations	<u>434,146</u>	<u>316,496</u>	<u>247,258</u>
Other income (expense):			
Other income	3,281	1,215	2,353
Interest expense	<u>(4,187)</u>	<u>(5,279)</u>	<u>(6,566)</u>
Other expense, net	<u>(906)</u>	<u>(4,064)</u>	<u>(4,213)</u>
Net income	433,240	312,432	243,045
Retained earnings - beginning	436,988	382,894	415,498
Distributions	<u>(249,749)</u>	<u>(258,338)</u>	<u>(275,649)</u>
RETAINED EARNINGS - ENDING	<u>\$ 620,479</u>	<u>\$ 436,988</u>	<u>\$ 382,894</u>

See accompanying notes to financial statements.

MAIDPRO FRANCHISE CORPORATION
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2010, 2009, AND 2008

	<u>2010</u>	<u>2009</u>	<u>2008</u>
Operating activities:			
Net income	\$ 433,240	\$ 312,432	\$ 243,045
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	32,127	17,916	11,595
Bad debt expense	7,439	76,768	41,351
Changes in assets and liabilities:			
Accounts receivable	(156,768)	(140,259)	(48,407)
Advertising funds due from franchisees	(46,114)	304	20,069
Prepaid expenses and other current assets	(26,419)	(3,074)	40,969
Due from affiliated company	(2,015)	(879)	74,276
Restricted certificate of deposit	20,911	(1,022)	(60,794)
Security deposit	947	(947)	(17,503)
Accounts payable and accrued expenses	(35,556)	(4,796)	10,394
Funds committed for franchisee advertising	7,610	35,302	(20,069)
Deferred franchise and territory fees	<u>79,162</u>	<u>(17,309)</u>	<u>8,109</u>
Net cash provided by operating activities	<u>314,564</u>	<u>274,436</u>	<u>303,035</u>
Investing activity:			
Additions to property and equipment	<u>(37,563)</u>	<u>(1,505)</u>	<u>(57,443)</u>
Financing activities:			
Net borrowings (repayments) on lines of credit	6,050	(10,101)	10,286
Distributions	<u>(249,749)</u>	<u>(258,338)</u>	<u>(275,649)</u>
Net cash used in financing activities	<u>(243,699)</u>	<u>(268,439)</u>	<u>(265,363)</u>
Net increase (decrease) in cash	33,302	4,492	(19,771)
Cash - beginning	<u>24,715</u>	<u>20,223</u>	<u>39,994</u>
CASH - ENDING	<u>\$ 58,017</u>	<u>\$ 24,715</u>	<u>\$ 20,223</u>

See accompanying notes to financial statements.

MAIDPRO FRANCHISE CORPORATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2010, 2009 AND 2008

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

MaidPro Franchise Corporation (the "Company") is a franchisor that provides support, guidance and training to the Company's franchisees. The Company's franchisees currently provide residential and office cleaning services in the United States and Canada. The Company began franchising operations in January 1997 and conducts operations from its principal office in Massachusetts.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through March 21, 2011, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

Use of estimates

The preparation of the Company's financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Company's financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition and cost recognition

Royalties are recognized based on franchisees' reported sales. Initial franchise and territory fees are deferred until the location is opened and the Company has performed substantially all of the initial services pursuant to the franchise agreement.

The Company defers those direct and incremental costs associated with the sale of franchises for which revenue is deferred. Deferred costs are charged to earnings when the related deferred franchise and territory fees are recognized in income.

Accounts receivable

Trade accounts receivable are stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of its franchisees to make required payments. Management considers the following factors when determining the collectibility of specific accounts: credit-worthiness of franchisees, past transaction history with the franchisee, current economic industry trends, and changes in franchisee payment terms. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Company has made reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

MAIDPRO FRANCHISE CORPORATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2010, 2009 AND 2008

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes

The Company, with the consent of its shareholders, has elected under the Internal Revenue Code and Massachusetts State tax law to be taxed as an S corporation. In lieu of corporate income taxes, the shareholders of an S corporation are taxed on their proportionate share of a company's taxable income. Therefore, no provision or liability for federal and Massachusetts State income tax has been included in the financial statements.

Effective January 1, 2009, the Company recognizes and measures its unrecognized tax benefits in accordance with FASB ASC 740, *Income Taxes*. Under that guidance, the Company assesses the likelihood, based on their technical merit, that tax positions will be sustained upon examination based on the facts, circumstances and information available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available, or when an event occurs that requires a change.

Software development costs

Costs for software developed for internal use are accounted for in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 350, *Intangibles - Goodwill and Other - Internal-Use Software*. FASB ASC 350 requires the capitalization of certain costs incurred in connection with developing or obtaining internal-use software. Client-related costs capitalized in accordance with FASB ASC 350 are included in deferred contract costs, while capitalized costs for internal-use software are included in property and equipment in the balance sheet. The Company amortizes the costs of software obtained or developed for internal use over periods ranging from three to five years. The Company amortizes the costs of software developed for client use over the life of the related client contract.

Costs that are incurred in the preliminary project stage are expensed as incurred. Once the capitalization criteria of FASB ASC 350 have been met, external direct costs of materials and services consumed in developing or obtaining internal-use computer software, payroll and payroll-related costs for employees who are directly associated with, and who devote time to, the internal-use computer software project (to the extent of their time spent is directly on the project), and interest costs incurred when developing computer software for internal use are capitalized.

Property and equipment

Property and equipment are carried at cost. Expenditures for maintenance and repairs are expensed currently, while renewals and betterments that materially extend the life of an asset are capitalized. The costs of assets sold, retired, or otherwise disposed of, and the related allowance for depreciation, are eliminated from the accounts, and any resulting gain or loss is recognized.

**MAIDPRO FRANCHISE CORPORATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2010, 2009 AND 2008**

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment (continued)

Depreciation is provided using the straight-line and various accelerated methods over the estimated useful lives of the assets, which are as follows:

Computer equipment	3-5 years
Office equipment	5 years
Furniture and fixtures	7 years
Leasehold improvements	Term of lease

Advertising

Advertising costs are expensed as incurred and aggregated \$96,573, \$85,664 and \$75,899 for the year ended December 31, 2010, 2009 and 2008, respectively.

Operating leases

The Company leases office space under an operating lease that includes rent escalation clauses. The Company recognizes scheduled rent increases on a straight-line basis over the lease term beginning with the date the Company takes possession of the leased space for construction and other purposes.

Reclassifications

Certain amounts in the 2009 and 2008 financial statements have been reclassified to conform to the 2010 presentation. These reclassification adjustments had no effect on the Company's previously reported net income.

Fair value measurements

In January 2010, the FASB issued ASU No. 2010-06, Improving Disclosures about Fair Value Measurements. This update amends ASC Topic 820, Fair Value Measurements and Disclosures, to require new disclosures for significant transfers in and out of Level 1 and Level 2 fair value measurements, disaggregation regarding classes of assets and liabilities, valuation techniques and inputs used to measure fair value for both recurring and nonrecurring fair value measurements for Level 2 or Level 3. These disclosures are effective for the interim and annual reporting periods beginning after December 15, 2009. Additional new disclosures regarding the purchases, sales, issuances and settlements in the roll forward of activity in Level 3 fair value measurements are effective for fiscal years beginning after December 15, 2010 beginning with the first interim period. The Company adopted certain of the relevant disclosure provisions of ASU 2010-06 on January 1, 2010 and will adopt certain other provisions on January 1, 2011.

FASB ASC 820 establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. Under the new standard, fair value is defined as the exit price, or the amount that would be received to sell an asset or paid

**MAIDPRO FRANCHISE CORPORATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2010, 2009 AND 2008**

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair value measurement (continued)

to transfer a liability in an orderly transaction between market participants as of the measurement date.

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Company has the ability to access.

Level 2 inputs to the valuation methodology include: quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; and, inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Level 3 inputs to the valuation methodology are unobservable and significant to the fair value measurement.

For 2010 comparative financial statements - The following paragraph is required if this disclosure was made in the 2009 financial statements

On January 1, 2009, the Company adopted, prospectively, new accounting guidance found in FASB ASC 820, *Fair Value Measurements and Disclosures*, for nonfinancial assets and liabilities, except for items that are recognized or disclosed at fair value in the financial statements on a recurring basis (at least annually). Adoption of the new guidance did not have a material impact on the Company's financial statements.

NOTE 2. ACCOUNTS RECEIVABLE, NET

Accounts receivable due from franchisees consisted of the following at December 31, 2010 and 2009:

	<u>2010</u>	<u>2009</u>
Accounts receivable	\$ 649,220	\$ 501,122
Less: allowance for doubtful accounts	<u>(53,975)</u>	<u>(55,206)</u>
Accounts receivable, net	<u>\$ 595,245</u>	<u>\$ 445,916</u>

NOTE 3. ADVERTISING FUNDS DUE FROM FRANCHISEES, NET

Advertising funds due from franchisees, net consisted of the following at December 31, 2010 and 2009:

	<u>2010</u>	<u>2009</u>
Advertising funds due from franchisees	\$ 87,098	\$ 33,863
Less: allowance for doubtful accounts	<u>(7,121)</u>	<u>-</u>
Advertising funds due from franchisees, net	<u>\$ 79,977</u>	<u>\$ 33,863</u>

**MAIDPRO FRANCHISE CORPORATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2010, 2009 AND 2008**

NOTE 4. DUE FROM AFFILIATED COMPANY

The Company's shares certain operating expenses with and provides services to a company affiliated with the Company by common ownership. The amount due from the affiliated company was \$21,008 and \$18,993 at December 31, 2010 and 2009, respectively. Amounts due from the affiliated company are non-interest bearing and due on demand.

NOTE 5. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31, 2010 and 2009:

	<u>2010</u>	<u>2009</u>
Office and computer equipment	\$ 83,163	\$ 113,928
Furniture and fixtures	29,645	-
Leasehold improvements	16,886	16,886
Software development costs	<u>15,768</u>	<u>-</u>
Total property and equipment	145,462	130,814
Less: accumulated depreciation	<u>(77,290)</u>	<u>(68,079)</u>
Property and equipment, net	<u>\$ 68,172</u>	<u>\$ 62,735</u>

NOTE 6. FUNDS COMMITTED FOR FRANCHISEE ADVERTISING

The Company collects funds from its franchisees for advertising pursuant to the Company's franchise agreements. The amounts collected are reflected in the account "Funds committed for franchisee advertising," in the accompanying balance sheets, until they are disbursed.

NOTE 7. LINES OF CREDIT

At December 31, 2010 and 2009, the Company maintained two lines of credit. The first line of credit bears interest at 5.74% at both December 31, 2010 and 2009, and is payable on demand. As of December 31, 2010 and 2009 the balance on the line was \$75,000 and \$31,000, respectively. The second line of credit bears interest at 5.24% and 4.24% at December 31, 2010 and 2009, respectively, and is payable on demand. As of December 31, 2010 and 2009, the balance on the line was \$30,360 and \$68,310, respectively. The maximum borrowings on both lines was \$100,000 at both December 31, 2010 and 2009. Both lines of credit are guaranteed by the shareholders of the Company.

NOTE 8. DEFERRED FRANCHISE AND TERRITORY FEES

The Company has entered into agreements with various parties for the sales of franchises. Among other things, the franchise agreement provides for the payment to the Company of a non-refundable franchise fee and territory fee. Franchise and territory fees received and unearned are reported as "Deferred franchise and territory fees" in the accompanying balance sheets and amounted to \$79,162 and \$0 at December 31, 2010 and 2009, respectively.

**MAIDPRO FRANCHISE CORPORATION
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2010, 2009 AND 2008**

NOTE 9. COMMITMENTS AND CONTINGENCIES

Operating leases

The Company conducts its operations from a facility that is leased under a noncancelable operating lease expiring on February 28, 2013.

Future minimum lease payments for the remaining life of the lease are as follows:

<u>Year ending December 31, 2010:</u>	<u>Amount</u>
2011	\$ 230,213
2012	237,333
2013	<u>59,630</u>
	<u>\$ 527,176</u>

Rent expense for the years ended December 31, 2010, 2009 and 2008, totaled \$226,009, \$222,853 and \$216,858, respectively.

Letter of credit

Pursuant to the terms of the operating lease, the Company has obtained a letter of credit in favor of its landlord of \$40,904 and \$61,816 at December 31, 2010 and 2009, respectively. The letter of credit is secured by a certificate of deposit. Accordingly, the certificate of deposit has been classified as "restricted certificate of deposit" in the accompanying balance sheets and is considered a held to maturity security.

NOTE 10. INCOME TAXES

The Company files income tax returns in the U.S. federal jurisdiction and Massachusetts jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal and state tax examinations by tax authorities for years before 2007.

NOTE 11. PROFIT SHARING PLAN

In 1998, the Company elected to participate in a qualified profit sharing plan (the "Plan"), established by an affiliated company, which meets the requirements of Section 401(k) of the Internal Revenue Code. The Plan covers all full time employees who have completed one full year of eligible service and who are at least 21 years of age.

Participants in the Plan may elect to contribute up to 100% of their total compensation to the Plan subject to annual dollar limits, as set by the Internal Revenue Service, and the Company may elect to match a portion of the employee's contribution.

Additionally, the Company may elect, at its discretion, to contribute additional amounts for the benefit of non-highly compensated plan participant's and may make further discretionary contributions to all plan participants. Allocation of the Company's contribution to the participant's account is made in the ratio that the participant's annual compensation bears to the total annual compensation of all eligible employees. Participants become 20% vested after two years of service with the Company and such vesting increases 20% for each of the following four years of service up to 100%.

The amount of the matching contribution charged to expense for the Plan was \$0, \$0, and \$23,363 for the years ended December 31, 2010, 2009 and 2008, respectively.

EXHIBIT C

MAIDPRO FRANCHISE AGREEMENT Table of Contents

1. Grant of Franchise.
2. Term.
3. Territory.
4. Training and Operating Assistance.
5. Image and Operating Standards.
6. Additional Obligations of Franchisee.
7. Fees.
8. Advertising and Promotion by Franchisee.
9. Pricing.
10. Inspections, Audit Reports and Records.
11. Taxes and Advances.
12. Interest on Late Payments.
13. Insurance.
14. Licensed Marks and Proprietary Information.
15. Termination of the Franchise.
16. Post-Termination Obligations of Franchisee.
17. Franchisee's Interest Upon Termination or Nonrenewal.
18. Franchisor's Right of First Refusal to Purchase Franchised Business from Franchisee.
19. Franchisor's Option to Purchase Business.
20. Assignment by the Franchisee.
21. Assignment by Franchisor.
22. Modification by Franchisee.
23. Modification by Franchisor.
24. Right of Franchisee's Heirs Upon Incapacity of Franchisee.
25. Covenants Not to Compete.
26. Binding Arbitration; Governing Law; Consent to Jurisdiction.
27. Indemnification
28. Independent Contractor.
29. Franchisor's Withholding of Consent - Franchisee's Exclusive Remedy.
30. Costs of Enforcement.
31. Attorneys' Fees.
32. Cross-Default
33. Damages and Jury Trial.
34. Variation on the Standard
35. Miscellaneous.
36. Acknowledgements.

ADDENDA

- A. Licensed Marks
- B. Territory Definition
- C. End User License Agreement for MaidPro Software
- D. Confidentiality and Non-Competition Agreement
- E. Franchise Compliance Questionnaire
- F. Guaranty
- G. Transfer of Service Agreement
- H. Electronic Funds Transfer Authorization
- I. Promissory Note and Security Agreement
- J. VetFran Amendment to Franchise Agreement

THIS FRANCHISE AGREEMENT (the "Agreement") is made, executed and delivered the ____ day of _____, 20__, by and between MAIDPRO FRANCHISE CORPORATION, a Massachusetts corporation, with its principal place of business at 60 Canal Street, Boston, Massachusetts (hereinafter "we" or "us" or "our"), and _____(hereinafter "you" or "your") located at _____.

WITNESSETH:

WHEREAS, we own or have the sole and exclusive right to license in the United States certain trade names, trademarks, service marks, e-names, trade dress, logos, symbols, proprietary marks, and other indications of origin (the "Licensed Marks") identified in Addendum A, attached hereto and made a part hereof by this reference, including but not limited to, "MaidPro" and such other trade names, trademarks, service marks, e-names, trade dress, proprietary marks, associated logos and symbols as are now or hereafter designed by us (and as may hereafter be designated by us in writing to you); and

WHEREAS, we have developed a plan and system relating to the operation of a business which provides on-location residential and commercial cleaning and other related services (the MaidPro System); and

WHEREAS, you desire, upon the terms and conditions set forth herein, to obtain a license to operate an on-location cleaning services business which will utilize the Licensed Marks and the MaidPro System (the "Franchised Business"); and

WHEREAS, you acknowledge that it is essential to the maintenance of the high standards of authorized MaidPro System franchise owners, and to the preservation or the integrity of our Licensed Marks and goodwill, that each franchise owner in the MaidPro system maintain and adhere to certain standards, procedures and policies hereinafter described and as altered and amended by us from time to time in our sole discretion; and

WHEREAS, we are willing, upon the terms and conditions set forth herein, to license you to operate the Franchised Business;

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Franchise.

(a) Subject to all of the terms and conditions of this Agreement, we license to you the right and obligation to operate a Franchised Business utilizing the MaidPro System and the Licensed Marks within the geographic territory (the "Territory") more particularly described in Addendum B, attached hereto and made a part hereof by this reference. Addendum B also sets forth the agreed "Qualified Household Number". The rights and obligations herein granted are sometimes referred to in this Agreement as the "Franchise." We shall have final say in any dispute about Territory.

(b) We expressly acknowledge and agree that, so long as you are not in default under this Agreement or any other agreement ancillary hereto, during the term hereof, we shall not operate, or grant to any others the right to operate, the Franchised Business within the Territory, except as hereinafter provided in subsections (c), (d) and (e) below.

(c) You expressly acknowledge and agree that we have the right, in our sole discretion, to own

and operate (outright, through contract, joint-ventures or otherwise) franchised businesses outside of the Territory and/or to grant franchises and/or licenses for the operation of franchised businesses outside of the Territory as we, in our sole and exclusive discretion, deems appropriate; to offer and sell, or grant licenses to offer and sell, services and products within the Territory which do not solely constitute on-location residential and commercial cleaning services and, in connection therewith, to exploit our Licensed Marks, name, reputation and know-how.

(d) You also agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks other than (while this Agreement is in effect) the Licensed Marks, regardless of the location of these businesses and/or facilities, which may be within the Territory or immediately proximate to the Territory.

(e) We retain the right, on behalf of ourself or through our affiliates, in our discretion, and without granting any rights to you, to sell and provide products and services not expressly granted to you under the Franchise Agreement under the Licensed Marks or other trade names, trademarks, service marks and commercial symbols through similar and dissimilar channels (like telephone, mail order, kiosk, retail, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of your Territory and pursuant to such terms and conditions as we consider appropriate. You will not be entitled to any compensation from any of our sales for any of these products or services within your Territory.

2. Term.

(a) This Agreement shall take effect upon its execution by all parties hereto (the "Effective Date") and, unless previously terminated pursuant to Section 15 hereof, its initial term shall extend for ten (10) years from the Effective Date (the "Initial Term").

(b) If you are not in default under this Agreement or any other agreement ancillary hereto, and have complied with all provisions of such agreements during the Initial or any Renewal Term including the timely payment of all fees and royalties, and you are not in default beyond the applicable cure period with any of our affiliates or any of your vendors or suppliers, you may renew this Franchise for additional terms of five (5) years each (each a "Renewal Term").

(c) You shall exercise your option to seek renewal by giving us written notice of your election to renew not less than six (6) nor more than nine (9) months prior to the expiration of the Initial Term or any Renewal Term. If you fail to give such written notice of election within the period specified, this Agreement, and all licenses granted hereunder, shall terminate automatically upon the expiration of the Initial Term or current Renewal Term. We have the absolute right to refuse to renew or extend the term of the Franchise granted in this Agreement if you have, during the Initial Term or any Renewal Term, received three (3) or more notices of default, whether or not you have subsequently cured such default.

(d) In order to renew your Franchise, you must:

(i) enter into our then current Renewal Franchise Agreement (herein so called), which Agreement may contain terms different from those contained herein including, but not limited to, different performance standards, royalty structures or fees, but which shall not change the Territory; and

(ii) pay us a our then current Renewal Fee; and

(iii) execute and deliver to us a general release (under seal if necessary) and waiver, in a form satisfactory to us, of any and all claims of any nature whatsoever you might have against us, our subsidiaries or affiliates (if applicable) and our officers, directors, attorneys, shareholders, agents and employees, successors, assigns and personal representatives, in their corporate and individual capacities, and all Indemnities (as hereinafter defined in Section 27(a)). **New York residents see New York addendum for this section**

(e) If you continue to operate after the end of the Term or any Renewal Term without exercising an option to renew, you shall be deemed to be operating on a month to month basis under the terms and conditions of our then-current form of renewal franchise agreement. In such circumstances, and notwithstanding the foregoing, we may on 10 days written notice, terminate your franchise agreement.

3. Territory.

(a) We shall not, during the term of this Agreement, so long as you are not in default hereunder or under any other agreement ancillary hereto, operate ourselves or grant to any others a MaidPro franchise within the Territory nor shall we modify the Territory without your prior written permission unless you are in default of the terms of this Agreement or as expressly allowed by this Agreement.

(b) You may not relocate the Franchised Business outside the Territory. For so long as you have our permission, which may be withdrawn at any time, You may perform services for customers geographically located outside the Territory so long as the customer is not geographically located within the territory assigned to another franchisee or an affiliate of ours and you pay the premium royalty required for such customers.. If you are servicing a customer in an unassigned territory and we grant a MaidPro franchise to another for that territory, then you must cease servicing such customer and immediately provide all information to that franchise owner or affiliate so he/it can properly and timely service such customer. You shall receive no compensation for such cessation of service or information delivery. You may not advertise or solicit sales or accept orders within another MaidPro franchised business territory. If you fail to observe these terms and conditions, we shall have the immediate right to further develop the MaidPro System within the Territory by any means as we, in our sole discretion, may deem appropriate including, but not limited to, the granting of MaidPro franchises to other persons for such Territory without any liability on the part of any such new franchisee or us to you.

(c) We retain the right to approach and solicit customers within your territory, regardless of whether you currently provide services to them, to develop them as a National Account. A National Account is a customer or group of customers or a potential customer that operates under common ownership or control, or under the same trademarks or service marks through independent franchisees, independent dealerships, or some other association as we may designate and which operates in two or more locations that are not exclusively within the territory of one MaidPro franchisee. We retain the exclusive right to negotiate National Accounts and set the contract terms, conditions and prices. If you have a pre-existing relationship with a National Account location in your Territory and it is willing to allow it, you may continue to provide services to that location under the terms of its existing arrangement with you. Unless we independently determine that you are unable to provide the services needed to maintain a specific National Account location in your Territory, we will notify you in writing of the opportunity to service that National Account location under the terms, conditions and prices that we and the national account have contracted to. Within 10 days of this notice, you must notify us in writing whether or not you accept the duties, obligations and rights under the National Account contract and will render such services to the National Account location at the prices set forth in the contract (such prices possibly being less than the prices normally charged by you to your customers). Your failure to timely respond to any such notice shall signify your election not to service the National Account location in your Territory. We may, directly or through our designee, service any National

Account location in your Territory that you decline to service or that we independently determine you cannot adequately service.

4. Training and Operating Assistance.

(a) Prior to your commencement of the Franchised Business, you must successfully complete a training program conducted by us consisting of instruction in the methods, procedures, standards and techniques of the MaidPro system and in the marketing, management and bookkeeping systems utilized by the MaidPro System (the "Initial Training Program"). The Initial Training Program will consist of both Pre-Opening SmoothStart Training, which is conducted via telephone and our private MaidPro Intranet, and additionally no less than five (5) days of in-house Corporate Training held at our MaidPro headquarters currently in Boston, Massachusetts, or another location designated by Franchisor, and shall be offered as determined by us. You are required to complete the Initial Training Program to our reasonable satisfaction. Upon your successful completion of the Initial Training Program, we will issue you a certificate indicating the date of your successful completion of the Initial Training Program.

(b) There is no separate or additional charge for the Initial Training Program or for you to bring one additional attendee who will be involved in the day-to-day operation of the Franchised Business. However, you will be responsible for all expenses related to travel and living costs while attending the Initial Training Program.

(c) After your successful completion of the Initial Training Program, you shall have the right to designate additional persons to attend other sessions of the Initial Training Program held in conjunction with our Initial Training Program schedule for other MaidPro System franchise owners. You shall pay us our then current fee for such training prior to the beginning of any such subsequent Initial Training Program for your designee which will be offered on an "as available/space available" basis. You will be fully and solely responsible for payment of all costs and expenses incurred by your designee during attendance of said subsequent Initial Training Program including, without limitation, transportation, lodging and meals. All executive, administrative and marketing personnel employed by you in the Franchised Business must successfully complete the Initial Training Program within ninety (90) days following the date on which they commence work. We may, in our sole discretion, approve you to provide the Initial Training to your designees.

(d) We may, at our option, from time to time but not more than once every one (1) year conduct a National Convention ("Convention"). The duration, curriculum and location of Convention will be determined by us in our sole and exclusive discretion. You are required to attend the Convention, and to pay all of your expenses incurred in connection with attending the Convention including transportation cost, meals, lodging and living expenses. We shall have the right to charge you a reasonable a Convention Registration Fee (currently One Thousand Dollars (\$1,000)) for you to attend each Convention. We may charge this registration fee up to one (1) year in advance invoiced and paid via EFT as part of your standard monthly billing. The Convention Registration Fee is not refundable and will be collected even if you do not attend the Convention. We will try to make available all of the substantive materials that is presented at the Convention through our Intranet.

(e) We shall maintain a toll-free call routing telephone number, which may be used by you to communicate with us. We may use said toll-free call routing telephone number to consult with our personnel (subject to scheduling availability) regarding the conduct and operation of the Franchised Business. We, in order to maintain standards of quality and service at all Franchised Businesses, thereby maintaining a high public image and reputation of the MaidPro System and the demand for the services provided thereunder, may in its sole and exclusive discretion, provide you with such of the following as we shall deem appropriate:

- (i) information concerning new products, services and methods which we may have discovered or have developed for the MaidPro System;
- (ii) information regarding the purchase and use of supplies, uniforms and products;
- (iii) information regarding formulation and implementation of advertising and promotional programs using such merchandising, marketing and advertising research data and advice as may, from time to time, be developed by us for use in Franchisee's local market; and
- (iv) information regarding the establishment and implementation of administrative, bookkeeping, accounting and general operating procedures for more efficient operation of a Franchised Business.

(f) You will receive certain proprietary computer software that is provided for use by us in connection with the operation of the Franchised Business (the "MaidPro Software"). You are granted the right and license to use the MaidPro Software during the term of this Agreement only in connection with your operation of the Franchised Business, on the terms and subject to the conditions set forth in the End User License Agreement, a representative sample of which is attached as Addendum C hereto. We reserve the right to periodically modify the terms and conditions to the End User License Agreement and the source of the computer software. Upon expiration or termination of this Agreement for any reason, you shall promptly cease using the MaidPro Software, retaining no copies thereof, on your computer storage or otherwise. We reserve the right to require you, at your expense and in the time frame determined by us, to update or upgrade your computer hardware and/or software to conform to new standards or specifications and we have no limitations on our ability to do so.

5. Image and Operating Standards.

You shall operate the Franchised Business in accordance with high standards of quality, appearance and operation. For the purpose of enhancing the public image and reputation of the MaidPro System and for the purpose of increasing the demand for services and products provided by MaidPro System franchise owners and us, you hereby agree as follows:

(a) In order to protect the reputation and goodwill of the MaidPro System and to promote standards of operation under the Licensed Marks, you shall conduct the Franchised Business in accordance with this Agreement and in accordance with the various written, electronically, digitally or otherwise transmitted instructions and confidential information contained in Franchisor's General Operations Manual, Marketing Manual, Maid Training Manual, Videos (the General Operations Manual, Marketing Manual and Maid Training Manual are hereinafter collectively referred to as the "Manuals" and the Videos as the "Videos") and proprietary Business Forms (the "Business Forms"), including amendments thereto, as we may publish from time to time, all of which you acknowledge belong solely to us and shall be on loan from us during the term of this Agreement. When any provision in this Agreement requires that you comply with any of our standards, specifications or requirements, unless otherwise indicated, such standard, specification or requirement shall be such as is set forth in this Agreement or as may, from time to time, be set forth by us in the Manuals and Videos. You understand and agree that we reserve the right to add additional services which you must offer and further reserve the right to withdraw any services authorized by us.

(b) You shall at all times use your best efforts to keep this Franchise Agreement and its addenda, any and all other agreements between you and us, agreements between you and your vendors and customers, as well as the Manuals, Videos and any other manuals, materials, goods and information created or used by us and designated for confidential use as part of the MaidPro System, as confidential and limit access to your employees on a need-to-know basis. You acknowledge that the unauthorized use or disclosure of our

confidential information or trade secrets will cause irreparable injury to us and that money damages are not an adequate remedy. Accordingly, you covenant that you shall not at any time, without our prior written consent, disclose, use, permit the use thereof (except as may be required by applicable law or authorized by this Agreement), copy, duplicate, record, transfer, transmit or otherwise reproduce such confidential information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or entity. Any and all information, knowledge and know-how about the MaidPro System and our services, standards, procedures, techniques and other information or material as we may designate as confidential shall be deemed confidential for the purposes of this Agreement.

(c) You understand and acknowledge that we may, from time to time, revise the contents of the Manuals and Videos to provide new or different requirements for the operation of the Franchised Business, and you expressly agree to comply with all such changed requirements which are by their terms mandatory; provided, however, that such requirement shall also be applied in a reasonably non-discriminatory manner to Franchised Businesses operated by other MaidPro System franchise owners. The implementation of such requirements may require the expenditure of reasonable sums of money by you.

(d) You shall at all times ensure that your copies of the Manuals and Videos are kept current and up to date and, in the event of any disputes as to the contents thereof, the terms and dates of the master copy thereof maintained by us at our principal place of business shall be controlling.

6. Additional Obligations of Franchisee.

(a) Before commencing operation of the Franchised Business, you shall, at your sole expense, furnish to us for approval, certifications from all governmental authorities having jurisdiction over the Franchised Business that all necessary permits and licenses have been obtained and that all requirements for operation of the Franchised Business have been met.

(b) The Franchised Business shall at all times be under your direct supervision after successful completion of our Initial Training Program and you must devote your full time, energy and best efforts to the operation of the Franchised Business.

(c) You shall at all times adhere to the highest standards of integrity and ethical conduct in the operation of the Franchised Business and otherwise.

(d) You shall be responsible for the payment of all expenses of the Franchised Business, including without limitation the purchase of necessary supplies, equipment and premises and compensation of employees and contract personnel, and shall supply or arrange for all required funds to pay such expenses and provide an adequate working capital reserve.

(e) You agree to operate the Franchised Business only from a location within your Territory. You shall notify us of the address of your location and any change thereto. You shall maintain your location in an attractive and orderly condition and follow the guidelines in MaidPro's Manuals.

(f) You shall exercise your best efforts at all times to develop and expand the Franchised Business by all appropriate means including without limitation local advertising and promotion, personal contacts, and reputational development. You shall promote the MaidPro business using the advertising, operational and promotional materials either developed from time to time by us and made available to you or approved in writing prior to use by us.

(g) You shall complete and submit to us, on a timely basis and in no event after the due date, the then current forms and reports listed in the Manuals (as same are amended from time to time).

(h) You shall use and display the Licensed Marks only in such manner as contemplated or provided for within this Agreement and the Manuals (as same are amended from time to time).

(i) You shall comply at all times with all federal, state and municipal laws, regulations, by-laws, orders, rulings and permits and pay any and all taxes, assessments, fees, fines and penalties arising out of the operation of the Franchised Business.

(j) You shall promptly respond to any and all customer inquiries or complaints and achieve customer satisfaction for reasonable complaints through refund of fees or re-cleaning to customer's satisfaction as may be appropriate as well as taking such other steps as may be required by us to insure positive customer relations and maintain the goodwill of the MaidPro System. If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer. You must reimburse us for all our costs associated with satisfying your customer.

(k) You shall comply with all MaidPro System rules, regulations, policies and standards which are by their terms mandatory including, without limitation, those contained in the Manuals and Videos. You shall operate and maintain the Franchised Business solely in the manner and pursuant to the standards prescribed herein, in the Manuals, Videos or in other written materials provided by us to you. You understand and agree that you may not use the MaidPro System or MaidPro network of franchisees for any purpose which is not specifically authorized by us.

(l) You shall conduct the Franchised Business in accordance with our professional and ethical image which you acknowledge is an integral part of the MaidPro System. You shall use your best efforts to assure that your employees conduct themselves during business hours in a manner which is consistent with our professional and ethical image including wearing the uniforms designated in the Manuals or otherwise. You agree that you will not operate any other business or undertaking from the Franchised Business.

(m) You agree to operate the Franchised Business in conformity with such uniform methods, standards and specifications as we may from time to time prescribe in our Manuals, Videos or otherwise and to refrain from deviating therefrom and from otherwise operating in any manner which adversely reflects on our name and goodwill, or on the Licensed Marks.

(n) You shall purchase or lease prior to commencement of the Franchised Business one (1) vehicle specifically approved either in the Manuals or in writing as to model and body style by us, painted to the MaidPro System body color and suitably identified with the "MaidPro" decals and graphics which conform to MaidPro specifications. You shall continue to have at least one (1) approved vehicle at all times. You shall maintain all vehicles used in the Franchised Business in good appearance and operating condition.

(o) All of your supplies for the Franchised Business must meet any quality standards set forth in our Manuals (as same may be amended from time to time) or otherwise in writing, subject to compliance with applicable laws and regulations.

(p) You shall sell and offer for sale all such services as we may, from time to time require, and only those which we may, from time to time approve, which are not subsequently disapproved, as meeting our quality standards and specifications. You shall not offer or sell any products or services other than on-site residential and commercial cleaning services and products and services incidental thereto.

(q) Unless otherwise specifically approved by us, the Franchised Business shall be open for the conduct of business at such times and for the minimum number of hours specified by us in the Manuals (as same may be amended from time to time).

(r) You shall at all times actively promote the sale of MaidPro System services and will use your

best efforts to cultivate, develop and expand the market therefore all in accordance with the standards specified in the Manuals, Videos and other confidential and proprietary information of the MaidPro System.

(s) You shall use only Business Forms, business stationery, business cards, marketing materials, advertising materials, permanent materials, signage, forms or anything visible to the public, which have been approved in advance by us. You shall not employ any person to act as a representative of you in connection with promotion of the Franchised Business in any public media without our prior written approval. Any and all supplies and materials purchased, leased or licensed by you shall always meet any standards specified by us in the Manuals (as amended from time to time).

(t) You shall promote only the main corporate website (currently www.maidpro.com) unless specific written permission is given by us. We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. You shall not produce any website, web pages, web videos and anything on the web or accessed via the Internet, cable, wired or unwired transmission for use with the Franchised Business or that references the Franchised Business or any of its services unless specific written permission is given by us. We restrict, designate and have the right to approve or control all of your electronic and social media, including Internet. If we establish a "click through" subpage at a website for the promotion of your Franchised Business, you must routinely provide updated copy, photos and news stories about the Franchised Business suitable for posting which will be regulated in the Manuals. We will be the sole owner of the copyrights to all material which appears on any website we establish including any materials furnished by you.

(u) During the term of this Agreement and for a period of two (2) years after the expiration or termination thereof, you shall not hire any person that is currently employed or has been previously employed by us or another MaidPro franchise without prior written consent from us and the previous employer.

(v) You must perform the tasks of management full time within your operational business until such time as your gross revenues exceed a minimum as specified in our Manuals and, only for so long as, in our sole opinion, you have adequate management in place to operate Franchised Business.

(w) You have sole responsibility for complying with all employment laws and for all employment decisions and functions related to the Franchised Business, including hiring, firing, compensation, benefits, work hours, work rules, recordkeeping, supervision and discipline of employees. You must enforce all dress and appearance standards for employees that we may establish. You must verify that your employees meet all state and local requirements for certification and meet all prerequisites for employment in the United States. All of the personnel performing the managerial, supervisory, administrative and cleaning services for the Franchised Business must be your employees and not independent contractors.

(x) You grant us the right to freely use, without your consent, any pictures or biographical material relating to you or your Franchised Business for use in promotional literature or in any other way beneficial to the MaidPro System as a whole. You will cooperate in securing photographs, including obtaining consents from any persons appearing in photographs. If we publish anything you reasonably feel reflects unfairly or inaccurately on you or your Franchised Business, we will take all reasonable steps in our power to retract the material.

(y) You promise and agree that you will not, in any manner, interfere with, disparage, disturb, disrupt, or jeopardize the MaidPro System, our Business or any business of our other franchisees. You further agree to not, directly or indirectly, in your own capacity or through or for another person, corporation or other entity, make any statements or comments of a defamatory or disparaging nature to any third party regarding (i) us or any of our affiliates; (ii) any shareholder, director, officer, employee, agent or representative of ours or any of our affiliates, or (iii) our products or services or those of any of our affiliates.

(z) You will notify Us in writing within twenty-four (24) hours of receipt of notice of the commencement of, or the threat of, any action, suit or proceeding against You, and of the issuance of or the threat of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which arises out of, concerns, or may affect the operation or financial condition of the Franchised Business, Us, or the goodwill associated with the Licensed Rights including, without limitation, any criminal action or proceedings brought by You against Your employees, customers, or other persons. You agree that You will not commence any action, suit or proceeding that affect Us, or the goodwill associated with the Licensed Rights, without Our prior written approval.

7. Fees.

(a) In consideration of the execution of this Agreement, you agree to pay us a non-recurring "Initial Franchise Fee" in the amount of _____ upon execution of this Agreement, as follows:

(Insert your signature and date next to the provision that applies and strike the provision that does not apply)

For our Select Market the Initial Franchise Fee is seven thousand nine hundred dollars (\$7,900) plus eighty-five cents (\$0.85) per each qualified household purchased over nine thousand (9,000) qualified households. _____; or

Signature/date

For our Enterprise Market the Initial Franchise Fee is twenty one thousand five hundred dollars (\$21,500) plus eighty-five cents (\$0.85) per each qualified household purchased over twenty-five thousand (25,000) qualified households. _____.

Signature/date

This Agreement shall be terminated if, for any reason, you have not successfully completed the Initial Training Program to our reasonable satisfaction pursuant to Section 15(c) hereof within six (6) months after payment of the Initial Franchise Fee. The Initial Franchise Fee shall be fully earned and completely non-refundable by us.

(b) You agree to pay a continuing License Fee on the MaidPro Software licensed under Section 4(f). The License Fee will be charged monthly and set quarterly by us. In no case shall the License Fee be greater than the total cost of producing and maintaining the application divided among current franchise user licenses in a way we deem appropriate. The License Fee shall commence on the earlier of two (2) months from your successful completion of the Initial Training Program or six (6) months from the signing of the Franchise Agreement. MaidPro Software must be used as the primary office management tool.

(c) In consideration of our grant to you of a license to use the Licensed Marks and the MaidPro System, you must pay us a continuing royalty (the "Continuing Royalty") which shall be a percentage of your Gross Consumer Sales or the minimum royalty (the "Minimum Royalty"), as specified below, whichever is greater. The Continuing Royalty with respect to your Gross Consumer Sales during each calendar month or the Minimum Royalty with respect to such month shall be paid to us and shall be deducted directly from your primary business checking account on the last business day of the following month along with all other fees then due and payable under this Agreement. "Gross Consumer Sales" shall mean and include all revenues and income from whatever source derived and/or received by you from, through, by or on account of the operation of the Franchised Business and any other similar business in which you are involved, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is received therefore) or otherwise unless we have given specific written permission to waive certain revenue. There will be deducted from Gross Consumer Sales for purposes of such computation (but

only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged and if such taxes are paid to the appropriate taxing authority. There will be further deducted from Gross Consumer Sales the amount of any documented refunds, charge backs, credits and allowances given in good faith to customers by you, but only to the extent that such refunds, charge backs, credit and allowances are given on account of payments that were previously included in Gross Consumer Sales. All barter and/or exchange transactions pursuant to which you furnish services and/or products in exchange for goods or services to be provided to you by a vendor, supplier or customer will, for the purpose of determining Gross Consumer Sales, be valued at the full retail value of the goods and/or services so provided to you. You shall submit to us on or before the then current required due date in a form satisfactory to us a signed, correct statement of Gross Consumer Sales made during the preceding calendar month, or period required, and the operating data file of the Franchised Business operated by you. The "percentage" of the Gross Consumer Sales to be paid as a monthly Continuing Royalty shall be calculated by totalling items (i), (ii), (iii) and (iv) together.

- (i) For the first Fifty Thousand Dollars (\$50,000) of Gross Consumer Sales during each month, the percentage shall be six and one half percent (6.5%).
- (ii) For Gross Consumer Sales in excess of Fifty Thousand Dollars (\$50,000) up to and including One Hundred Thousand Dollars (\$100,000) of Gross Consumer Sales during each month, the percentage shall be five and one half percent (5.5%).
- (iii) For Gross Consumer Sales in excess of One Hundred Thousand Dollars (\$100,000) up to and including Two Hundred Thousand Dollars (\$200,000) of Gross Consumer Sales during each month, the percentage shall be four and one half percent (4.5%).
- (iv) For Gross Consumer Sales in excess of Two Hundred Thousand Dollars (\$200,000) during each month, the percentage shall be three and one half percent (3.5%).

During the first twelve (12) months after successful completion of the initial training, you must pay the above-prescribed Continuing Royalty based upon Gross Consumer Sales. Thereafter, if the Minimum Royalty as described below is greater than the Continuing Royalty for any month, you shall pay the Minimum Royalty. For months thirteen (13) through twenty-four (24) (the second year), the Minimum Royalty per month is one and one half cent (\$.015) times the Target Household Number as set forth in Addendum B. For the third (3rd) year, the Minimum Royalty per month is three cents (\$.03) times the Target Household Number. For the fourth (4th) year, the Minimum Royalty per month is four and one half cents (\$.045) times the Target Household Number. For the fifth (5th) year, the Minimum Royalty per month is six cents (\$.06) times the Target Household Number. For the sixth (6th) year, the Minimum Royalty per month is seven and one half cents (\$.075) times the Target Household Number. For the seventh (7th) through the tenth (10th) years and any extension or renewal term, the Minimum Royalty per month is eight cents (\$.08) times the Target Household Number.

(d) In consideration of our allowing you to service customers geographically located outside of the Territory as described in Section 3(b), for each such customer, in addition to the Continuing Royalty, each month you must pay us a premium royalty ("Premium Royalty") which shall be an additional two and a half percent (2.5%) of your monthly Gross Consumer Sales for that customer.

(e) If you fail to submit to us a Monthly Gross Consumer Sales Statement on or before the then current required due date for any month, then we shall estimate your Gross Consumer Sales based upon your recent history of Gross Consumer Sales and any additional relevant information available to us and shall deduct the Continuing Royalty based on that estimate directly from your primary business checking account on the due date. Once you submit a signed correct Monthly Gross Consumer Sales Statement for that month, we shall either take an additional payment or credit you as appropriate.

(f) In addition to amounts payable above, you shall pay us for deposit into an ("Advertising Fund") an advertising fee equal to one percent (1%) of your Gross Consumer Sales or thirty percent (30%) of the Minimum Royalty payable for the applicable month, whichever is greater. The advertising fee with respect to each month is payable on the last day of the following month. The advertising fee is uniform as to all persons currently acquiring a franchise and such fee is non-refundable. The Advertising Fund shall be used for national, regional and local advertising at our discretion. We are not obligated to make or ensure proportionate expenditures of your contribution per market area. Any taxes that may become due based upon the activities of the Advertising Fund shall be paid for out of funds in the Advertising Fund.

(g) We shall use the Advertising Fund to defray our costs for the development, preparation, administration and implementation of MaidPro System's advertising and promotional programs. Copies of all advertising material so developed by us, where such development is paid for by use of Advertising Fund monies, may be made available to you for the cost of reproduction and shipping.

(h) We have established an Advertising Fund Committee consisting of MaidPro System franchise owners, nationally or regionally. The Advertising Fund Committee will have the authority to increase the advertising fee percentage to any level it deems appropriate up to, but not in excess of, two percent (2%) of Gross Consumer Sales or thirty percent (30%) of the Minimum Royalty payable for the applicable month, whichever is greater. A favorable vote of 50% or more of the members of the Advertising Fund Committee will be required for any increase in the advertising fee percentage. The Advertising Fund Committee will vote in accordance with all of our rules and standards. We shall give written notice to you if and when we begin collecting the increased advertising fee.

(i) In addition to amounts payable under the foregoing provisions, we may require franchisees within a given advertisement region, if fifty percent (50%) of franchisees within such advertisement region agree, to take part in specific advertisements and/or events. Costs will be divided among franchisees within the region and will not exceed two percent (2%) of monthly "Gross Consumer Sales" per month or thirty percent (30%) of the Minimum Royalty payable for the applicable month, whichever is greater. Advertising regions for this purpose shall be determined by us in our discretion.

(j) You agree to participate in our electronic funds transfer program which authorizes us to utilize a pre-authorized bank draft system. You must sign and deliver to us an irrevocable authorization in the form attached hereto as Addendum H to enable our financial institution to debit your primary bank account at your bank in order to pay us the Continuing Royalty and other amounts which you may owe us under this Agreement or any other agreement between you and us. All costs and expenses, including any resulting from the dishonor by your bank of any electronic funds transfer, shall be your sole responsibility. This authorization is irrevocable and shall remain in effect until the termination or expiration of this Agreement.

(k) You agree to pay us a monthly fee in the amount of Twenty Dollars (\$20.00) for use of our toll-free telephone number and call routing system. This fee will cover your first Two Hundred (200) minutes of usage by any customer, potential customer or caller who dials a special toll-free number set up by us, which is routed to your office or the National Sales Center. You agree to pay us for all usage over Two Hundred (200) minutes a month at our cost as billed by us.

(l) In the event any payment (including a late fee), request for information, forms, data or any item related to the operation of the Franchised Business is not received by the established due date, you agrees to pay us a late fee of One Hundred Dollars (\$100).

(m) You must pay us a monthly fee for utilizing our National Sales Center. The National Sales Center provides telephone answering services to prospective customers (inquiries) and processes orders on your behalf. The monthly fee for utilizing the National Sales Center varies based on the number of inquiries

processed by the National Sales Center, as follows: During each calendar month for the first twenty (20) Inquiries Processed the Fee per Inquiry is Twenty Five Dollars (\$25.00), for the next thirty (30) Inquiries Processed the Fee per Inquiry is Twenty One Dollars (\$21.00); and after Fifty (50) Inquiries Processed the Fee per Inquiry is Nineteen Dollars (\$19.00). You may request in writing to withdraw from the National Call Center program and process your own sales inquiries either on a full or part time basis. If you meet our then current guidelines, as defined in the Manuals, you may be allowed to opt out of using the National Sales Center but only for so long as you continue to meet our then current guidelines. We reserve the right to increase these fees based on market rates for similar products and services or cost increases incurred for providing the service.

(n) You must pay us a monthly fee in the amount of One Hundred Twenty Five Dollars (\$125.00) for utilizing our Automated Communications System, also known as M.A.C.S., an automated software application. M.A.C.S. sends out daily automatic communications from your management software. We reserve the right to increase this fee based on market rates for similar products and services or cost increases incurred for providing the service.

8. Advertising and Promotion by Franchisee.

You agree, at your sole expense, to conduct advertising and promotional programs at the local level. All such local advertising shall comply with our guidelines for advertising as specified in the Manuals. You shall deliver monthly to us proof satisfactory to us of advertising expenditures. You will provide to us for our approval any and all advertising and promotional material prepared by you, and shall not publish, display or otherwise use any such materials without our prior written approval. We may engage in the business of offering and selling (or having our affiliates, subsidiaries or designees, if any, offer and sell) advertising and promotional material and forms to you at such prices as we, in our sole and exclusive discretion, determine and set forth at the time of offer or sale or otherwise generally sets forth in our Manuals, as the same may be amended from time to time. All prices will be subject to change at any time. You have no obligation to purchase any such advertising and promotional materials or forms from us or our affiliates, subsidiaries or designees.

9. Pricing

To enhance the Licensed Marks, the System's competitive position and consumer acceptance of the Franchised Business, we may exercise rights with respect to the pricing of products and services for promotions, discounts and/or national programs to the fullest extent permitted by then-applicable law.

10. Inspections, Audit Reports and Records.

(a) You shall maintain original, full and complete records, accounts, books, data, tax records and returns, and contracts which shall accurately reflect all particulars relating to the Franchised Business, and such statistical and other information or records that we may require during the term of this Agreement and for a period of five (5) years thereafter. In addition, upon our request, you shall compile and present to us such data, computer files, statistical or financial information regarding the operation of the Franchised Business as we may reasonably request for purposes of evaluating or promoting the Franchised Business or the MaidPro System in general. We and our designated agents shall have the right to examine and audit such records, accounts, books, data, tax records, returns, and contracts at all reasonable times to ensure that you are complying with the terms of this Agreement.

(b) You shall deliver to us for receipt no later than the due date, in a format prescribed by us, reports for the preceding month (itemized by revenue producing activity as specified from time to time by Franchisor), the Gross Consumer Sales for the prior month and such other information as we may require, all certified as true and correct by you.

(c) Upon our request, you shall furnish us with a copy of each of your reports and returns of sales, use, gross receipt, payroll and withholding taxes and complete copies of any state or federal income tax returns covering the operation of the Franchised Business, all of which you shall certify as true and correct.

(d) You shall prepare and transmit to us on a quarterly basis, no later than the fifteenth (15th) day after each calendar quarter, (i) an unaudited profit and loss statement in a form satisfactory to us, in our sole and subjective discretion, covering the Franchised Business for the prior months and (ii) such additional reports as we may require, including, but not limited to, a current list of customers served by the Franchised Business in such detail as specified by us, and all such statements and reports shall be certified by you as true and correct. In addition, within sixty (60) days after request from us, you shall deliver to us a financial statement, certified as correct and current, in a form which is satisfactory to us and which fairly represents the total assets and liabilities of the Franchised Business.

(e) You shall transmit to us on a monthly basis, no later than the due date, data required by the Manuals to be delivered to us, certified as correct and current, on media that is satisfactory to us.

(f) In addition to the foregoing statements and reports, within ninety (90) days after the close of your fiscal year, you shall furnish to us financial statements which shall include a statement of income and retained earnings, a statement of changes in financial position and a balance sheet of the Franchised Business all as of the end of such fiscal year, which shall be certified by you as being true and correct.

(g) In the event any inspection or audit by us discloses an understatement by you of your total Gross Consumer Sales for any period or periods, you must pay us, within fifteen (15) days after receipt of the inspection or audit report, the underpayment amount of Continuing or Minimum Royalties and advertising fees which were not paid as a result of such understatement, plus interest as provided in Section 12.

(h) Such inspections and audits will be conducted at our expense; provided, however, that if an audit discloses an understatement of two percent (2%) or more of your total Gross Consumer Sales for any month within the period of examination or for the entire period of examination, you shall then reimburse us for the cost of such inspection or audit including, without limitation, the charges of any independent accountant and the travel expenses, room and board, and compensation of our employees.

(i) We may disclose to other franchisees, in a form we deem appropriate, your MaidPro related financial information. You recognize that you may in turn receive other franchisee's MaidPro related financial information. You agree to keep this information confidential.

(j) We shall have the right to establish and utilize an on-line computer monitoring system, and to use the on-line system to remotely examine your records pertaining to the operation of the Franchised Business.

(k) You shall transmit to us on a monthly basis, by the due date, data for the preceding month, reporting your expenditures for local advertising, certified as correct and current, on media that is satisfactory to us.

11. Taxes and Advances.

(a) You shall pay all taxes as required by local state or federal laws regarding the products, services or equipment furnished or used in connection with the operation of the Franchised Business. You shall pay to us (or any subsidiary, affiliate or designee) promptly and when due the amount of all sales taxes, use taxes, personal property taxes and similar taxes imposed upon, required to be collected, or paid by us on the account of services or goods furnished by us to you through sale, lease or otherwise, or on account of collection by us of the Initial Franchise Fee, Continuing or Minimum Royalties or any other payments to us

called for by this Agreement.

(b) You must pay us all amounts, if any, advanced by us or which we have paid, or for which we have become obligated on your behalf for any reasons whatsoever, promptly upon our notice to you of such amounts being due and payable.

12. Interest on Late Payments.

If any fee or other payment due under this Agreement is not paid on the date such payment is due, you shall pay interest to us at the rate of the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law from the date such amounts were originally due until the date paid. .

13. Insurance.

(a) You shall purchase at your sole expense and maintain in full force and effect throughout the term of this Agreement insurance protecting both us and you against loss, liability, fire, personal injury, death, property damages or theft arising from or occurring in connection with the operation and promotion of the Franchised Business.

(b) The minimum policy limits for some of these types of insurances are set forth as follows:

(i) Broad Form Comprehensive General Liability insurance, limit of liability required Five Hundred Thousand Dollars (\$500,000) combined single limits (bodily injury and property damage) including the broad form general liability endorsement. Such insurance shall cover damage to the personal property of others while it is in your care, custody, or control and for the loss to personal property of others resulting from workmanship. Such insurance shall not have a deductible or self-insured retention in excess of Five Hundred Dollars (\$500).

(ii) Automobile Liability insurance, limit of liability required One Million Dollars (\$1,000,000) combined single limits (bodily injury and property damage) including hired and non-owned automobiles. Such insurance shall not have a deductible or self-insured retention in excess of Five Hundred Dollars (\$500).

(iii) Workers' Compensation and Employer's Liability insurance as well as such other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated.

(iv) Third Party Bonding coverage is required with minimum limits of Twenty Five Thousand Dollars (\$25,000) per loss.

We may, from time to time, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. You are permitted to purchase additional insurances or insurances above these minimums without our consent.

(c) All such insurance policies shall be obtained at your sole cost and shall be written by responsible insurers, shall name us and all Indemnitees (as defined in Section 27 hereof) as additional insureds, shall contain no provision which in any way limits or reduces coverage for you in event of a claim by us or any one (1) or more of Indemnitees, shall extend to and provide indemnity for all obligations assumed by you hereunder and all items for which you are required to indemnify us hereunder, shall be primary to and without right of contribution from any other insurance purchased by Indemnitees and shall provide, by endorsement, that we receive at least thirty (30) days prior notice of intent to cancel said policy

and that the policy limits, coverage, and other material terms of said policy may not be amended or altered without our written consent. You shall promptly report all claims or potential claims against you, any Indemnitee or us to the insurer and us. At least ten (10) days prior to commencing business and annually thereafter, you shall submit to us a copy or certificate or other acceptable proof of such insurance. If you at any time fail or refuse to maintain in effect any insurance coverage required by us or to furnish satisfactory evidence thereof, we shall be entitled (but, however, shall have no obligation) to obtain such insurance coverage on your behalf, and you shall promptly execute any applications or other forms or instruments required to obtain any such insurance. You shall pay to us, on demand, any costs incurred and premiums paid by us. You may not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend said policies without our written consent.

(d) The procurement and maintenance of said insurance shall not relieve you of any liability to us under any indemnity requirement of this Agreement. Nothing contained herein shall be construed or considered an undertaking or representation by us that such insurance or bonding as may be required to be obtained by you or by us for you will insure you against any and all insurable risks of loss which may or can arise out of or in connection with the operation of the Franchised Business. You agree to respond to all claims within the time required by law, rule or regulation. You shall cooperate with us (or our designee) in every fashion possible to defend us and you against any and all claims made by employees, customers or third parties. You shall, when necessary, make appearances at administrative or other hearings to present or reinforce such defenses.

(e) Failure by you to purchase or maintain any insurance required by this Agreement or failure to reimburse us for our purchase of such insurance on your behalf shall constitute a material and incurable breach of this Agreement which shall entitle us to terminate this Agreement unilaterally and immediately upon notice to you, and this Agreement shall thereafter be null, void and of no effect (except for those post-termination and post-expiration provisions which by their nature shall survive).

14. Licensed Marks and Proprietary Information.

(a) You acknowledge that we are the sole and exclusive owner of the Licensed Marks, and that your right to use them is derived solely from this Agreement and that such right is limited to the operation and promotion of the Franchised Business in accordance with this Agreement and all mandatory standards, specifications and operating procedures prescribed from time to time by us in the Manuals (as same may be amended from time to time) or otherwise. All use of the Licensed Marks by you shall inure to our benefit.

(b) You shall use all Licensed Marks in full compliance with this Agreement and all rules prescribed from time to time by us in the Manuals (as same may be amended from time to time). You shall not use the Licensed Marks or any words or symbols confusingly similar thereto as part of any corporate or other legal name or with any prefix, suffix or other modifying words, terms, designs or symbols or in any other manner or form other than as expressly authorized herein. You shall not combine any Licensed Mark with any other mark or name, or show any Licensed Mark in close proximity to any other mark or name so as to give an impression of combination, or otherwise create or use any combined mark of which any Licensed Mark or recognizable part thereof, is an element. You may not use any Licensed Marks in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us. All uses of the Licensed Marks are subject to our approval, and you shall promptly cease any such use upon receipt of notice of objection from us.

(c) Your license to use the Licensed Marks is conditioned on full compliance by you with all quality standards and other requirements with respect to the operation of the Franchised Business set forth in this Agreement and in the Manuals. In the event that we determine that you are not complying with such standards and requirements so as to potentially impair the goodwill represented by the Licensed Marks, and if you do not correct such noncompliance to our satisfaction in our sole discretion within ten (10) days

following notice thereof, we may immediately terminate this Agreement and your license to use the Licensed Trademarks, and may assume the operation of the Franchised Business or transfer such operation to another person determined by us to be qualified to conduct the Licensed Business in a compliant manner.

(d) You shall receive no compensation or payment if you lose the right to continue to use the Licensed Marks. You acknowledge that you have no right, title or interest in or to any of the Licensed Marks except as a mere privilege and license, during the term hereof, to display and use the same according to the limitations set forth herein. All uses of the Licensed Marks by you inures to our benefit.

(e) If it becomes advisable at any time in our sole and exclusive discretion to modify or discontinue the use of any name, Licensed Mark and/or use one or more additional or substitute names or marks, you are obligated to do so. We will not be liable to you for any expenses, losses or damages sustained by you as the result of any such Licensed Mark addition, modification, substitution or discontinuance, and you covenant not to commence or join in any litigation or other proceeding against us for any such expenses, losses or damages. You agree and understand that the limited license to utilize the Licensed Marks granted hereunder applies only to such Licensed Marks as are currently designated by us, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound to not represent in any manner that you have acquired any ownership or equitable rights in any of the Licensed Marks by virtue of the limited license granted under this Agreement, or by virtue of your use of any of the Licensed Marks.

(f) You agree not to obtain or seek to obtain any trademark or service mark registration of any of the Licensed Marks in any jurisdiction in your own name or in the name of any other person.

(g) You understand and agree that following the expiration or termination of this Agreement for whatever reason, no monetary amount will be deemed attributable to any good will associated with your use of the Licensed Marks or in connection with your operation of the Franchised Business.

(h) You agree not to contest, directly or indirectly, our ownership, title, right or interest in the MaidPro System, our names, Licensed Marks, trade secrets, trade dress, methods, Manuals, Videos, Business Forms, proprietary information, procedures and advertising techniques which are part of the MaidPro business format and MaidPro System or contest our sole right to register, use or license others to use the MaidPro System and such names, Licensed Marks, trade secrets, trade dress, methods, Manuals, Videos, Business Forms, proprietary information, procedures and techniques. You agree that the Licensed Marks are our exclusive property. You assert no claims on the date of execution of this Agreement, and will hereafter assert no claim, to any good will, reputation or ownership thereof by virtue of your license, use thereof, or otherwise. You agree that you will not do or permit any act or thing to be done in derogation of any of our rights in connection with same, either during the term of this Agreement or thereafter, and that you will use the Licensed Marks only for the uses and in the manner provided for herein. You further agree that you will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Licensed Marks licensed hereunder, or our rights thereto, or other MaidPro System franchise owners to use the same.

(i) You shall affix our Licensed Marks upon such vehicles, uniforms, equipment, containers, fixtures, signs, stationery, advertising, sales/promotional materials and such other objects, in such size, color, lettering style, and fashion and at such places as we may designate in our Manuals (as same may be amended from time to time) or otherwise, and must otherwise display the Licensed Marks and relevant trademark, ownership, registration and/or copyright notices pursuant to the requirements set forth therein. Except as expressly provided in the Manuals (as same may be amended from time to time) or otherwise, you may not display any other trademarks, logotypes, symbols or service marks, nor may you use any such other marks in connection with the Franchised Business without our prior written approval.

(j) Specifically, and without limitation to any of the covenants contained in this Agreement, you

expressly affirm and agree, that we may sell our assets, our Licensed Marks or the MaidPro System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buy-out or economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Licensed Marks (of any variation thereof) and/or the loss of association with or identification of "MaidPro Franchise Corporation" as franchisor under this Agreement.

(k) After the termination or expiration of this Agreement, you will not directly or indirectly at any time or in any manner identify any premises or any other business as a MaidPro franchise, or identify yourself as a franchise of, or as otherwise being currently or formerly associated with, us; nor will you use any of the Licensed Marks or any colorable imitation thereof or confusingly similar mark or name in any manner or for any purpose.

(l) In the event that, at the time we should wish to register any MaidPro mark as a state or federal trademark, you have, claims or may claim any right, title or interest therein, or is otherwise a necessary applicant for registration thereof, then you shall, at our request and sole cost, assign all of your rights in and to such mark, registration or application, or shall (at our option) proceed with the application in your own name and then assign such registration or application to us.

(m) You shall use "MaidPro" as the sole identification of the Franchised Business. All stationery and contracts issued or used by you shall conform to our standards and specifications, however, such items shall clearly indicate that you are executing such contract or signing such stationery as an independent businessman. If local laws require that you file an assumed or trade name, you shall state in such filing or affidavit that the same is made "as a franchise of MaidPro Franchise Corporation". You shall refrain from the use of said Licensed Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may, in any way, subject us to liability therefor. You shall not advertise or use in advertising or any other form of promotion any of our trademarks, service marks, trade names, logotypes or copyrighted materials without appropriate use and description of either "R", "TM", "SM" or "C" registration symbols and/or such other appropriate notice of ownership, registration or copyright as we may require.

(n) In the event that you receive notice of any claim of infringement, unfair competition or other claim respecting your use of the Licensed Marks, you shall give us prompt written notice of such claim and the pertinent facts related thereto. Upon receipt of such notice, we may in our discretion, but shall not be required to, assume and control the defense and settlement of such claim at our own expense, using our own counsel. In the event that we elect to so assume and control the defense and settlement of such claim, (i) we shall indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of the use of Licensed Marks, and for all amounts payable pursuant to a settlement agreed to by us, (ii) you shall be required to cooperate fully with us in all respects in connection with such defense and settlement by us, and (iii) you may participate at your own expense in such defense or settlement, but our decisions with regard thereto will be final. If we elect not to assume and control the defense and settlement of such claim, it shall be your responsibility to conduct the defense or settlement of such claim. In either case, you may not settle or compromise any such claim by a third party without our prior written consent. You hereby irrevocably grant authority and power of attorney to us to defend and/or settle all such claims, demands or suits if we so elect. Notwithstanding anything herein contained to the contrary, we will have no obligation to indemnify you if we have elected not to assume and control the defense and settlement of such claim, or if the claim, suit or demand against you arises out of or relates to your use of the Licensed Marks in violation of the terms of this Agreement whether or not we have elected to assume and control the defense and settlement thereof.

(o) You shall immediately notify us of any apparent infringement of, or challenge to, your use of any of said Licensed Marks or claim by any person other than us and our counsel in connection with any such

infringement, challenge or claim. We shall have the right to take such action as we deem appropriate and the exclusive right to control any litigation or administrative proceedings including, but not limited to, proceedings within the jurisdiction of the U.S. Patent and Trademark Office, arising out of any infringement of, or challenge or claim to, any of said Licensed Marks or in any way related thereto. You shall assist us, upon request at our expense, in taking such action, if any, as we may deem appropriate to halt such activities, but shall take no action nor incur any expenses on our behalf without our prior written approval. If we undertake the defense or prosecution of any litigation or administrative proceeding relating to any of the said Licensed Marks of the MaidPro System, you agree to execute any and all documents and to do such acts and things as , in the opinion of our legal counsel, are reasonably necessary to carry out such defense or prosecution. You will have no right to make any demand against any such alleged infringer of the Licensed Marks or to prosecute any claim of any kind or nature whatsoever against such alleged infringer of the Licensed Marks for or on account of such infringement.

(p) You acknowledge that there will be substantial confusion in the mind of the public if, after the expiration or termination of the Agreement, you continue to use any of the listed or unlisted telephone numbers used by the Franchised Business, or listed in the "Yellow Pages" or "White Pages" of the telephone directory under the name "MaidPro", or any other name confusingly similar thereto. Therefore, you agree, that, promptly upon the expiration or termination of this Agreement for any reason whatsoever, you will forthwith cease and desist using such telephone numbers and shall, upon written demand by us, direct the telephone company servicing the Franchised Business to transfer the telephone numbers utilized by or listed for the Franchised Business in the then-current "Yellow Pages" and "White Pages" of the telephone directory to us or to such other person and at such location as we may direct. We are not responsible for any costs or billing associated with such transfer and you shall pay all obligations prior to the transfer attached to such telephone numbers. Prior to the opening of the Franchised Business, you shall obtain from the local telephone company providing telephone service to the Franchised Business such telephone company's form of assignment for telephone numbers and shall complete and sign such form providing for assignment to us of all telephone numbers used by the Franchised Business. Such completed form shall be delivered to us prior to the opening of the Franchised Business. We shall only deliver such form to the telephone company in the case of the termination or expiration of this Agreement. If you do not promptly direct the telephone company, you hereby irrevocably appoint us as your attorney-in-fact to direct the telephone company to make such transfers.

(q) Any and all customer lists and their contents relating to the Franchised Business, whether compiled or developed by you or any other person, are owned by us, and are our proprietary property (whether supplied by us or not) and you shall not use the customer lists for any purpose whatsoever other than in the normal conduct of the Franchised Business prior to any default under this Agreement, or termination or expiration of this Agreement. To the extent that you may have or claim any right, title or interest in or to such customer lists and contents, you agree to, and do hereby, assign to us all of your right, title and interest therein. You will, upon demand, promptly deliver to us a complete list of current and former customers, including name, telephone number, complete mailing address, frequency of service, last date serviced and price of service, and other information concerning such customers as requested by us.

(r) You acknowledge that our Manuals, Business Forms, Videos and other printed, proprietary and/or advertising material contained in the MaidPro System are trade secrets of great value to us and are subject to protection under applicable laws with respect to trade secrets, confidential information and copyright. You agree to observe such requirements with respect to copyright and other proprietary notices as we may, from time to time, require and to utilize such other appropriate notice of ownership, registration and copyright as we may require.

(s) You acknowledge that your entire knowledge of MaidPro System processes, services and products, all proprietary formulations, technology, know-how and the operation of the Franchised Business and MaidPro System is derived from information disclosed to you by us pursuant to this Agreement and that such information is proprietary, confidential and a trade secret of ours. Accordingly, you will:

(i) fully and strictly adhere to all security procedures prescribed by us, in its sole and exclusive discretion, for maintaining the secrecy of such information;

(ii) not disclose such information to any person except as expressly provided in clause (iii) below;

(iii) disclose such information to employees only to the extent necessary to market MaidPro products (if any) and services and for the operation of the Franchised Business in accordance with this Agreement;

(iv) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor; and

(v) exercise the highest degree of diligence and use best efforts to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

(t) You expressly acknowledge that your ability to operate, develop and expand the Licensed Business is based largely on the goodwill of the Licensed Marks and know-how embodied in the MaidPro System. Accordingly, you have agreed that we are the sole owner of all customer lists and relationships and all other goodwill arising from your operation of the Franchised Business. Any attempt by you to offer any services similar to those provided by the Franchised Business to any customers or prospective customers of the Franchised Business following any expiration or termination of this Agreement shall be a violation of our rights in such customer lists and relationships and goodwill. You agree that in the event of any such action or threatened action by you, we shall be entitled to a preliminary or permanent injunction or other equitable relief to restrain such actions, and to recover our damages equal to the amount of profits received by you from any such action in violation of Franchisor's rights and our costs and attorneys fees.

(u) You agree that if you shall develop any new concept, process or improvement in the operation or promotion of the Franchised Business, you shall promptly notify us of such and shall provide us with all necessary information with respect thereto, without compensation therefore. You also agree that if you shall develop any new trademark, service mark, slogan, symbol, concept, process or improvement in the operation or promotion of the Franchised Business, that we will immediately become sole owner and licensor thereof (including intellectual property rights and interests). You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as, in the opinion of our counsel, are necessary or advisable to assign such interests to us. You acknowledge that we may subsequently utilize or disclose such information to other franchisees.

15. Termination of the Franchise.

(a) You may terminate this Agreement and all licenses conferred hereby at any time by giving us at least one hundred eighty (180) days prior written notice of termination. In such event, any and all outstanding debts, royalties, fees, advertising fees and other charges owed by you to us up to and including the date of termination will be due and payable by you within seven (7) days of the effective date of termination. We have the right to estimate fees subject to adjustment when actual fees may be calculated. In the event of such termination by you, you must work with us in good faith to execute a transfer of authority and control of the business theretofore operated by you as the Franchised Business to us or to our designee. You will be responsible for costs paid by us in association with transfer if you have not worked in good faith to transfer such business in good order with minimal disturbance to the current client base.

(b) If, for any reason, you have not commenced operating the Franchised Business within six (6) months from the date of execution of this Agreement or you have not successfully completed the Initial Training Program within such period, you may terminate this Agreement at any time thereafter by giving written notice of termination to us prior to the opening of the Franchised Business.

(c) We may not terminate this Agreement prior to the expiration of its term except for "good cause," which shall mean the occurrence of any event of default described below. Upon the occurrence of any event of default, we may, at our option, and without waiving our rights under this Agreement or any other rights available at law or in equity, including our rights to damages, terminate this Agreement and all of your rights hereunder effective immediately upon the date we give written notice of termination, or upon such other date as may be set forth in such notice of termination. The occurrence of any one or more of the following events shall constitute an event of material default and grounds for termination of this Agreement by us:

(i) If you fail to pay any financial obligation or sums due pursuant to this Agreement within ten (10) days of the date on which we give written notice of such delinquency to you, or if you are determined to have understated your Gross Consumer Sales by two percent (2%) or more in any weekly, monthly or annual financial statement or report on two (2) or more occasions during the term of the Franchise Agreement whether or not you subsequently rectified such deficiency.

(ii) If you fail to commence operation of the Franchised Business within six (6) months from the date of execution of this Agreement or you fail to successfully complete the Initial Training Program.

(iii) If you make, or have made, any materially false statement or report to us in connection with this Agreement or application therefore or with respect to the ownership of the Franchise or Franchised Business.

(iv) If you violate any of the transfer and assignment provisions contained in this Agreement.

(v) If you receive from us three (3) or more notices to cure defaults or violations of this Agreement during the term hereof, whether or not such defaults are cured after such notice.

(vi) If you or any person owning any interest in the Franchised Business is convicted of a felony, a crime of moral turpitude or crime or offence relating to the operation of the Franchised Business.

(vii) If you become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you, or such a petition is filed against you and is not dismissed within thirty (30) days after filing thereof, or if a bill in equity or any other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you, or if a receiver or the custodian (permanent or temporary) of your assets or property, or any part thereof is appointed.

(viii) If you fail, for a period of fifteen (15) days after notification of non-compliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchised Business.

(ix) If you violate any covenant of confidentiality or non-disclosure provisions contained in this Agreement or otherwise discloses, uses, permits the use of, copies, duplicates, records, transmits or otherwise reproduces any Manuals, Business Forms, Videos, material or proprietary information,

knowledge or know-how created or used by us and designated for confidential use within the MaidPro System without our prior written approval.

(x) If you consistently fail to timely provide us with any report, statement, request or return required by this Agreement or the Manuals. Time is of the essence for purposes of your delivery of such reports, statements, request and returns. Three (3) such failures within a period of twelve (12) months, or five (5) such failures during the term of this Agreement, shall be deemed to be a consistent failure.

(xi) If you fail to perform or breach any covenant, obligation, term, condition, warranty or certification in this Agreement or fail to operate the Franchised Business as specified by us in the Manuals and Video and other confidential material and fail to cure such non-compliance or deficiency within ten (10) days after the Franchisor's written notice thereof.

(xii) Upon an assignment by you under Section 20 of this Agreement, if any shareholder, director, officer, partner or member of the Corporate Franchise (as defined in Section 20) refuses or fails to execute the Guaranty Agreement, a copy of which is attached as Addendum G.

(d) If you are in material default as described in subsection (c) above, we have the right to suspend any and all operating assistance as described in this Agreement and/or the Manuals to you.

(e) You are deemed to have voluntarily terminated this Agreement if you abandon, vacate, desert, surrender, or otherwise cease operation of all or any part of the Franchised Business for a period of three (3) consecutive days without our express written consent, unless and only to the extent that you are precluded from doing so due to war, Act of God, civil disturbance, natural disaster or other events that were beyond your reasonable control. The termination will automatically be effective without notice to you at the end of the third consecutive day of no operations without our consent. After three (3) consecutive business days in which you have failed to operate the Franchised Business, you automatically assign and transfer to us your rights to your clients' keys and the right to enter your location to retrieve those keys.

16. Post-Termination Obligations of Franchisee.

In the event of termination or expiration of this Agreement, whether by reason of default, lapse of time or other cause, you will cease to be an authorized MaidPro franchisee and will lose all rights to the use of the Licensed Marks, MaidPro System, Manuals, Business Forms, Videos, and any and all confidential information and know-how owned by us and any good will engendered by the use of Licensed Marks. Upon the expiration or termination of this Agreement, you shall either immediately or within the time limits indicated below with respect to any particular activity:

(a) Strictly comply with, observe and abide by all provisions of the covenants not to compete as set forth later in Section 25 hereof;

(b) Cease to be a franchise of us under this Agreement and cease to operate the former Franchised Business under the MaidPro System. You shall not thereafter, directly or indirectly, represent to the public that the former Franchised Business is or was operated as, or was in any way connected with the MaidPro System or hold yourself out as a present or former franchisee of ours, and not thereafter operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a MaidPro Franchise, or any business similar thereto;

(c) Pay all sums owing to us within seven (7) days including, but not limited to, royalties, fees,

advertising fees, telephone charges and other like charges as well as all sums due and owing to any employees, taxing authorities and all other third parties. Upon termination for any default by you, said sums shall include actual and consequential damages, costs and expenses (including reasonable attorneys' and experts' fees) incurred by us as a result of your default and the obligation to pay said sums shall give rise to and remain, until paid in full, a lien in favor of us against any and all of the real property, personal property, furnishings, equipment, signs, fixtures and inventory owned by you or the Franchised Business at the time of default and/or against any of your monies held or otherwise in our possession;

(d) Return to us the Manuals, Videos, Business Forms, trade secrets, proprietary information and confidential material, equipment and other property owned by us and all copies thereof. You are required to continue to pay Minimum Royalties to us until all copies of the aforesaid materials have been returned to us and you have executed a sworn certificate certifying that the obligations of this subsection (d) have been fulfilled by you;

(e) Within two (2) days, you must ensure the accuracy of your list of the names, telephone numbers, complete mailing addresses, frequency of service, last date of service and price of such service for all customers serviced by you as well as the name, address and telephone number of the employee(s) rendering such service to each such customer and provide the accurate information to us;

(f) Take such action as may be required by us to transfer and assign to us or our designee all trade, assumed names, similar name or equivalent registrations and business licenses and to cancel any interest that you may have in same. If you fail or refuse to do so, we may, in your name and on your behalf and, at your expense, execute any and all documents necessary to cause discontinuance of your use of the name "MaidPro", or any related name used hereunder, and we are hereby irrevocably appointed by you as your attorney-in-fact to do so;

(g) Cease to use in advertising or in any manner whatsoever any methods, procedures or techniques associated with the MaidPro System or in which we have a proprietary right, title or interest; cease to use the Licensed Marks, any customer lists owned by or required to be transferred to us under Section 14(p), and all other indicia of operation associated with the MaidPro System, and remove all trade dress, physical characteristics, color combinations and other indications of operation under the MaidPro System from any of your property, and you shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any of our Licensed Marks, Business Forms, Videos, confidential information, trade secrets, procedures, forms, techniques, know-how, or materials acquired by you by virtue of the relationship established hereby, including but not limited to, MaidPro services, programs and products, specifications or descriptions of our services and products; lists of customers and lists of employees and independent contractors; any telephone number listed in any telephone directory under the name "MaidPro", or any similar designation or directory listing which relates to the Franchised Business;

(h) Immediately execute any and all agreements necessary to effectuate such termination in a prompt and timely manner;

(i) Continue to abide by those restrictions pertaining to the use of our confidential information, trade secrets and know-how set forth in detail herein;

(j) Assign any and all accounts receivable to us for collection. In connection therewith you hereby appoint us as attorney-in-fact to engage in such collection activities following the termination or expiration of this Agreement and you specifically undertake to refrain from engaging in any such collection activities upon termination or expiration. We agree to employ good faith efforts, including, where appropriate in our sole and exclusive judgment, the commencement of legal proceedings, to collect such accounts receivable. Nothing contained herein shall be construed or deemed to impose any duty or obligation upon us to collect such accounts receivable and, if all or a portion of such accounts receivable are not collected by us, you release and waive any claims thereto against us. If we are successful in collecting all or

a part of such accounts receivable, we shall remit to you such sums collected after first deducting any and all monies owed to us; after deducting the pro rata cost of serving the customer(s) with respect to whom the receivables were collected; and, after further deducting our costs of collection;

(k) Immediately refrain from engaging in any and all contacts with customers or former customers of the Franchised Business, whether with respect to collection of accounts receivable, to provide services to such customers or former customers pursuant to any business conducted by you, whether or not similar to the Franchised Business, or for any other purpose whatsoever; and

(l) Promptly assign to us any interest that you may have in the telephone number and telephone listing used by you in connection with the operation of the Franchised Business. You shall promptly transfer all telephone calls by call-forwarding to us or to such other party or entity as we shall direct; to execute any such instruments and take such actions as we may deem necessary to affect such transfer and call-forwarding of telephone calls. You acknowledge that this Agreement shall be conclusive evidence of our rights to such telephone numbers and directory listings and our authority to direct this transfer.

(m) Immediately turn over to us all client keys, access cards, and/or any means you use to access client's residences or places of business and if you fail to do so, you hereby grant and authorize us the right to enter into any location necessary to obtain them ourselves.

(n) If termination of this Agreement arises out of a default or defaults by you in complying with terms of this Agreement, we shall have the option to purchase at fair market value all or part of your equipment, supplies and products used by you in the Franchised Business. Such option shall be exercised, if at all, in whole or in part, by us upon or within fifteen (15) days of termination of this Agreement. It is expressly understood that this provision is an option that we may or may not exercise, and that we are under no obligation to do so. We shall have the right to set off all amounts due from you against any payment we would otherwise make to you under this Subsection. If we and you cannot agree on the fair market value of the property, it will be determined by an independent appraisal paid for by both you and us.

17. Franchisee's Interest Upon Termination or Nonrenewal.

Upon termination of, or failure to renew or extend, this Agreement, whether by you, us or expiration hereof, you shall deliver to us a written offer to sell to us any and all assets, rights or other property theretofore used by you in the Franchised Business, not including assets, rights or other property which are owned by us or required to be transferred to us under other provisions of this Agreement. We shall have the right to accept or reject such offer as to any one or more, or all, items subject to such offer. You will receive the fair market value (the fair market value will be fixed by an arbitrator if we and you fail to agree on price) of any property so purchased by us. For the purposes of this Agreement and any determination by any arbitrator, "fair market value" is defined to mean depreciated book value or actual fair market value, whichever is less. You receive no payment or adjustment whatsoever for any goodwill you may claim to have established either prior to or during your operation of the Franchised Business and any and all goodwill associated with the MaidPro System and identified with the Licensed Marks shall inure directly and exclusively to our benefit.

18. Franchisor's Right of First Refusal to Purchase Franchised Business from Franchisee.

You may not sell, transfer, convey or assign any interest in the Franchise and Franchised Business, without first offering the same to us, in writing, at a stated price and stated terms, which we may accept in writing at any time within thirty (30) days from receipt of the written offer from you. If we decline, or do not

accept the offer within thirty (30) days, you may thereafter sell or dispose of the Franchised Business to a bona fide third party, but not at a lower price nor on more favorable terms than have been offered to us in writing and subject to our prior written permission. If the proposed sale of Franchise and Franchised Business is not consummated by you within one hundred twenty (120) days from the date it is offered to us, then you must re-offer to sell to us prior to any sale to another bona fide third party.

19. Franchisor's Option to Purchase Business.

In the event that you desire to discontinue the operation of the Franchised Business or to sell the Franchised Business to a third party, you must give us a written offer to sell your entire interest in the Franchised Business and all related personal property for the amount offered by the third party or fair market value if no third party offer. We shall have the right, but not the obligation, to purchase the Franchised Business. If, within thirty (30) days after receipt of the written offer from you, the parties are unable to agree on the purchase price and terms, then the fair market value of the Franchised Business and related property will be determined by an independent appraisal paid for by both you and us. The appraisal will exclude any value for goodwill or going concern value created by the names, Licensed Marks, and MaidPro System licensed to you as you have no right, title or interest in them.

20. Assignment by Franchisee.

(a) Neither this Agreement, the Franchise and Franchised Business, nor any part of any ownership in you (which shall mean and include voting stock, securities convertible thereto, proprietorship, membership rights and general partnership interests) may be voluntarily, involuntarily, directly or indirectly assigned or otherwise transferred or encumbered by you or your owners (including without limitation, by will, by declaration of or transfer in trust or by the laws of interstate succession) except as provided herein without our prior written approval, and any such assignment, transfer or encumbrance without such approval constitutes a breach of this Agreement. We will not, however, unreasonably withhold consent to an assignment if the conditions specified hereinafter are met.

(b) This Agreement may be assigned to a business entity wholly owned by you (the "Corporate Franchisee"), provided that:

- (i) you actively manage the business entity and continue to devote best efforts and full and exclusive time to the day-to-day operation and development of the Franchise and the Franchised Business;
- (ii) the business entity is newly organized and its activities are confined exclusively to acting as Franchisee under this Agreement;
- (iii) you provide all documentation and information requested by us concerning the Corporate Franchisee ;
- (iv) the business entity executes a document in such form as shall be approved by us in which it agrees to become a party to, and be bound by, all the provisions of this Agreement;
- (v) you remain personally liable in all respects under this Agreement and execute a Guaranty Agreement, a copy of which is attached as Addendum F hereto by which you personally guarantee all obligations of the Corporate Franchisee under this Agreement;

- (vi) any and all shareholders, directors, officers, partners and members of the Corporate Franchisee shall each execute a Guaranty Agreement, a copy of which is attached as Addendum F hereto, by which such shareholders, directors, officers, partners and members personally guarantee all obligations of the Corporate Franchisee under this Agreement;
- (vii) you agree not to sell, assign, pledge, hypothecate, mortgage or otherwise transfer or encumber your equity interest in the business entity;

equity certificates and documents shall note in a legend sufficient under applicable law to constitute such notice that ownership in the business entity is subject to the terms of this Agreement and to allow such restrictions to be enforceable.

(c) If you die and your personal representative does not desire to sell the Franchised Business, and if under controlling local law, your interest in the Franchised Business, and this Agreement are distributable to heirs or legatees who are members of your immediate family and who otherwise would qualify as assignees, then, such attempted assignment by operation of law or will shall not be deemed in violation of this Agreement, provided that such heirs or legatees accept in writing the conditions imposed on otherwise permitted assignees.

(d) Consent to an assignment otherwise permitted or permissible as reasonable may be refused by us unless prior to the effective date of the assignment: (1) all of your obligations in connection with the Franchise and Franchised Business have been assumed by the assignee; (2) all of your ascertained or liquidated debts in connection with the Franchised Business have been paid; (3) you are not in default under any provision of this Agreement or any agreement ancillary hereto; (4) the assignee has successfully completed the Initial Training Program; (5) the assignee has executed the then current Franchise Agreement for a full term as provided therein; (6) you or assignee has paid us Five Thousand Dollars (\$5,000) which in part pays for assignee's initial training, technical and management supervision and training; and in addition, has reimbursed us for our reasonable legal and accounting fees and expenses related to such assignment including but not limited to credit and investigation charges; and (7) you and, if you are a business entity, all of your officers, directors, members, partners and/or shareholders have executed a general release (under seal, if necessary) and waiver of any and all claims against us, our officers, directors, attorneys, shareholders, agents and employees, and their successors, assigns and personal representatives, in their individual and corporate capacities.

(e) Your performance is of vital importance to our market position and overall image, and there are many subjective factors that comprise the process by which we select a suitable MaidPro System franchise owner. Our consent to your transfer or assignment of the Franchise and Franchised Business shall, in addition to the other restrictions and requirements herein noted, remain a subjective determination and shall consider, but not be limited to, the following conditions:

(i) the proposed transferee or assignee is a person who meets our standards of qualifications then applicable with respect to all new applicants for similar franchises; and

(ii) the proposed transfer is at a price and upon such terms and conditions as we, in our sole and exclusive judgment, deem reasonable.

(f) You will not have the right to grant a sub-franchise to any person or entity whatsoever.

(g) If you pursue but do not complete a transfer which has caused us to incur costs and expenses in reviewing and documenting the proposed transfer, you must reimburse us for these costs and expenses.

21. Assignment by Franchisor.

This Agreement is fully assignable by us and shall inure to the benefit of any assignee or other legal successor to our interest. Subsequent to any such assignment by us, we shall remain liable for the performance of our obligations pursuant to Agreement if this same is not properly performed by our assignee.

22. Modification by Franchisee.

You may not modify this Agreement without the execution of a written agreement between us and you. No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

23. Modification by Franchisor.

We may modify this Agreement only upon the execution of a written agreement between us and you. We may modify the Manuals unilaterally under any conditions and to any extent which we, in the exercise of our sole discretion, may deem necessary to meet competition, protect trademarks, trade names or the like, or improve the quality of the product or service provided by the System. You understand and agree that due to changes in competitive circumstances, presently unforeseen changes in the needs of customers, and/or presently unforeseen technological innovations, the MaidPro System must not remain static, in order that it best serve the interests of us, you, the MaidPro System and the MaidPro franchise owners. Accordingly, you expressly understand and agree that we may from time to time change the components of the MaidPro System, including, but not limited to, altering the programs, services, methods, standards, forms, policies and procedures of the MaidPro System; adding to, deleting from or modifying those programs and services which the Franchised Business is authorized to offer; and, changing, improving or modifying the Licensed Marks. Subject to the other provisions of this Agreement, you expressly agree to abide by any such modifications, changes, additions, deletions and alterations.

24. Right of Franchisee's Heirs Upon Incapacity of Franchisee.

If you are incapacitated and your personal guardian does not desire to sell the Franchised Business or interest therein, such personal guardian or a member of the immediate family may, if such party otherwise would qualify as an assignee, continue to operate the Franchised Business, provided that such party personally manages the Franchised Business on a full time basis, successfully completes the required Initial Training Program and accepts in writing the conditions imposed on otherwise permitted assignees.

25. Covenants Not to Compete.

(a) You shall not, during the term of this Agreement, engage as an owner, partner, shareholder, director, officer, employee, consultant, agent or in any other capacity in any other business selling goods and services the same as or similar to the goods and services sold by the Franchised Business (except for other franchises under franchise agreements entered into between you and us) or that owns or offers franchises or licenses in or to such businesses without our prior written approval.

(b) As part of the employment of personnel to operate the Franchised Business, you shall execute Confidentiality and Non-Competition Agreements with your employees as set forth in our Manuals, a current copy of which is attached as Addendum D hereto, (at the inception of such personnel's employment as additional consideration for such employment) which shall prohibit disclosure by such parties to any other person or legal entity of any trade secrets, customer lists or other information, knowledge or know-how deemed confidential or proprietary by us concerning the MaidPro System or the operation of the Franchised Business and shall prohibit any use of such trade secrets, customer lists or other information except in

connection with the Franchised Business operated under this Agreement. Such employee Confidentiality and Non-Competition Agreements shall to the fullest extent permitted by applicable law prevent such employees from servicing or soliciting any of the customers of the Franchised Business other than in connection with their employment in the Franchised Business as operated by you under this Agreement.

(c) Your spouse (and if you are a business entity, then the spouses of all shareholders, members, or partners) shall execute Confidentiality and Non-Competition Agreements in a form approved by us, at the time of the signing of this Agreement. The Confidentiality and Non-Competition Agreement shall prohibit spouses from disclosing or using any trade secrets, customer lists or other information, knowledge or know-how deemed confidential or proprietary by us concerning the MaidPro System or the operation of Franchised Business and from competing with the MaidPro System or franchised businesses during the term of this Agreement and for eighteen (18) months following termination or expiration of this Agreement.

(d) For a period of eighteen (18) months following termination or expiration of this Agreement, you shall not engage as an owner, shareholder, partner, director, officer, employee, consultant, salesperson, representative or agent or in any other capacity in any business that owns or offers franchises or licenses in or to businesses similar to the Franchised Business or any business selling goods and services the same as or similar to the goods and services offered or carried for sale by the Franchised Business within: (a) your former Territory, and/or (b) within the geographic area encompassed by any "Territories" of any MaidPro System franchise owners, but in no event shall the area be less than an area which is contained in a circle having a radius of eighteen (18) miles from the center of your former Territory.

(e) You shall not use our confidential information, MaidPro System, Manuals, Videos, Licensed Marks, Business Forms, trade secrets, proprietary knowledge or know-how, or any colorable imitations thereof, in the design, development or operation of a business whether or not similar to or the same as that conducted pursuant to the Franchise.

(f) You agree that if you engage as an owner, partner, shareholder, officer, consultant, agent, operator, or in any managerial capacity in any similar business, that it shall be conclusively presumed that any violation of the terms of the covenants not to compete was accomplished by and through your unlawful utilization of our confidential information, know-how, methods and procedures.

(g) You acknowledge that a violation of these covenants not to compete herein contained would result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete. Further, you expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement or otherwise, shall not constitute a defense to the enforcement by us of these covenants not to compete. You agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by us in connection with the enforcement of these covenants not to compete. The protection granted hereunder shall be in addition to and not in lieu of all other protections for such trade secrets and confidential information as may otherwise be afforded in law or equity.

(h) In the event this covenant not to compete is unenforceable, you agree to continue to pay royalties as stated in section 7 of this Agreement with respect to any Gross Consumer Revenues derived from the sale of services similar to those of the Franchised Business.

(i) Should legal proceedings have to be brought by us against you to enforce any Covenants Not to Compete or for your failure to maintain Confidentiality and Protect against Infringement, the period of restriction shall be deemed to begin running on the date of entry of an order granting us preliminary injunctive relief and shall continue uninterrupted for remainder of the period of restriction

26. Binding Arbitration; Governing Law; Consent to Jurisdiction.

(a) This Agreement is a written agreement evidencing a transaction involving commerce and is, therefore, subject to the terms and provisions of the Federal Arbitration Act, Title 9, of the United States Code. Any and all other controversies or claims whatsoever arising out of or relating to this Agreement or to any other ancillary agreement between the parties or with regard to their interpretation, formation or breach, shall be settled by binding arbitration according to the commercial rules of the American Arbitration Association as hereinafter provided.

(b) Prior to submitting any claim or dispute to arbitration, you shall give notice thereof to our Chairman of the Board setting forth in reasonable detail the nature and basis of the claim or dispute. The parties shall then seek to negotiate and resolve the dispute by direct negotiation between you and our Chairman of the Board over a period of not less than thirty (30) days. If the dispute is not resolved directly by the parties, the parties shall then submit the dispute to mediation with an independent mediator agreed upon by the parties within another thirty (30) days unless the parties agree to forego mediation. The cost of the mediation shall be divided equally between the parties.

(c) If the dispute is not resolved through negotiation or mediation, either party shall send written notice to (1) the other party, and (2) the Regional Office of the American Arbitration Association in or closest to the location of our principal offices at that time invoking the binding arbitration provisions of this subsection. Any arbitration shall be conducted in the city or town in which our principal offices are located before a single arbitrator located within the state in which we are located with at least five (5) years experience. If the parties cannot agree upon an arbitrator, the arbitrator shall be designated forthwith by the American Arbitration Association. The award of the Arbitrator shall be final. The parties further consent to the jurisdiction in any appropriate court to enforce the provisions of this section and/or to enter a judgment upon any award rendered by the arbitrator. The costs and expenses of Arbitration, including compensation and expenses of the Arbitrator, shall be borne by the non-prevailing party.

(d) In the event that any such controversy or claim arising from this Agreement or any MaidPro related transaction, as set forth above, involves any officer, director, shareholder, employee, representative, or agent of Franchisee, then any such controversy or claim shall also be submitted to binding arbitration in the same manner as set forth above. In the event any controversy or claim is submitted to binding arbitration as set forth above, the parties hereto agree that discovery prior to arbitration shall be restricted solely to exchanging lists of those witnesses and documents which may be presented at the hearing before the arbitrator, unless the parties otherwise mutually agree in writing to expand the scope of discovery.

(e) In proceeding with Arbitration and in making determinations hereunder, the Arbitrator shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by us in good faith. Notice of or request to or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement. In the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

(f) Despite any language hereinabove to the contrary, we expressly reserve the right, at our sole and exclusive discretion, to seek injunctive relief from a court of competent jurisdiction to enforce your post-termination and non-competition covenants, to enjoin the disclosure of or improper or unauthorized use of proprietary or confidential information of ours or of the MaidPro System including, but not limited to, the Manuals, Business Forms, customer lists, Licensed Marks and Videos, or to enjoin you from any existing or threatened conduct, pending completion of the above-noted binding arbitration, which we believe could cause any harm or damage to us or to the MaidPro System. In the event we file a lawsuit to seek injunctive relief as hereinabove provided, such action shall not constitute, nor be deemed by anyone to constitute, a waiver by us of our right to invoke the binding arbitration provisions of this Agreement.

(g) With regard to all claims which are brought under subsection 26(e) above or that as a matter of law or public policy cannot be submitted to arbitration in accordance with Section 26, you further agree as follows:

(i) You consent and agree that the following courts shall have personal jurisdiction over you in all lawsuits relating to or arising out of this Agreement and waive any defense you may have of lack of personal jurisdiction or improper venue in any such lawsuits filed in these courts: (a) all courts included within the state court system of the state in which our principal office is located; and (b) all courts of the United States of America sitting within the state in which our principal office is located;

All lawsuits filed by you against us (whether in breach of the arbitration provisions of this Agreement or not) relating to or arising out of this Agreement shall be required to be filed in one of these courts. Lawsuits filed by us against you may be filed in any of these courts or in any court in which jurisdiction and venue are proper; and

(ii) In all lawsuits related to or arising out of this Agreement, you consent and agree that you may be served with process outside the state in which our principal office is located in the same manner of service that may be made within that state by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction. You hereby waive any defense you may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.

(h) The fee charged by the American Arbitration Association varies according to the amount claimed by the party who submits a claim to arbitration. We and you agree that the arbitration of any disputes between us and you or any other proceeding shall be conducted on an individual basis and not a class-wide, multiple plaintiff or similar basis and that such disputes shall not be consolidated with the arbitration of any other disputes which might arise between us and any other MaidPro System franchise owners.

(i) Except to the extent governed by federal law, this Agreement, the franchise rights granted herein shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. If, however, any provision, or portion hereof in any way contravenes the laws of any state or jurisdiction where this Agreement is to be performed, such provision, or portion thereof, shall be deemed to be modified to the extent necessary to conform to such laws, and still be consistent with the parties' intent as evidenced herein.

(j) Except with regard to your obligation to pay us Royalties, Advertising Fund Fees and other fees or payments of every nature and kind due from you pursuant to this Agreement or otherwise, any claims between the parties must be commenced within eighteen (18) months from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claim or such claim shall be barred. The parties understand that this time limit might be shorter than otherwise allowed by law. You agree that the sole recourse for claims arising between the parties shall be against us or our successors and assigns. You agree that our shareholders, members, directors, officers, employees and agents and those of our affiliates shall not be personally liable nor named as a party in any action or arbitration between you and us. The parties further agree that, in connection with any such proceeding, each must 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 such claim that is not submitted or filed as described above shall be forever barred. No previous course of dealing shall be admissible to

explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement. Any arbitration award will have a binding effect only on the actual dispute arbitrated, and will not have any collateral effect on any other dispute whatsoever, whether in litigation, arbitration, mediation, or other dispute resolution proceeding.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS BINDING ARBITRATION PROVISION AND SPECIFICALLY AFFIRM THAT THIS PROVISION IS ENTERED INTO WILLINGLY AND VOLUNTARILY AND WITHOUT ANY FRAUD, DURESS, OR UNDUE INFLUENCE ON THE PART OF US OR ANY OF OUR AGENTS OR EMPLOYEES.

27. Indemnification

(a) You agree at all times to defend at your own cost, and to indemnify and hold harmless to the fullest extent permitted by law, us, our subsidiaries, affiliates, successors, assigns and designees of either entity, and the respective directors, officers, employees, agents, shareholders, attorneys, designees, and representatives of each (us and all other hereinafter referred to collectively as "Indemnitees") from all losses and expenses (as hereinafter defined) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon your operation of the Franchised Business and exercise of your rights under this Agreement, including without limitation any of the following: (i) your alleged infringement or any other violation or any other alleged violation of any patent, mark or copyright or other proprietary right owned or controlled by third parties; (ii) your alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement; any act, errors or omissions of you or any of your agents, servants, employees, contractors, partners, proprietors, affiliates or representatives; (iii) the inaccuracy, lack of authenticity or nondisclosure of any information by you to any customer of the Franchised Business; (iv) any services or goods provided by you or any affiliated or non-affiliated participating entity, or any failure to pay for the same; (v) any action by any customer of the Franchised Business, and, any damage to the property of you or us, our or your agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages, or liabilities were actually or allegedly caused in part through the active or passive negligence of us or you or any of us or your respective agents or employee, or resulted from any strict liability imposed on us or you or any of our or your respective agents or employees.

(b) For the purpose of this Section 27, the term "losses and expenses" shall be deemed to include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorneys' fees, experts' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing same, and any and all expenses of recall refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

(c) You agree to give us written notice of any such action, suit, proceeding, claim, demand, investigation or inquiry that could be the basis for a claim for indemnification by any Indemnitees within three (3) days of your actual or constructive knowledge of it. We may elect to undertake the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation, provided that we will seek your advice and counsel, and shall keep you informed, with regard to any such proposed or contemplated settlement(s). Such an undertaking by us shall in no manner or form diminish your obligation to indemnify us and to hold us harmless. Alternatively, we may make arrangements with you for your defense and/or settlement of such matter and you shall pay all costs thereof and shall provide full indemnification to us with respect to any judgment or settlement as provided in Section 27(a).

(d) In order to protect persons or property, or its reputation or goodwill, or the reputation or

goodwill of others, we may, as we deem appropriate, at any time and without notice, offer, order, consent or agree to settlements or take such other remedial or corrective actions as we deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation if, in our sole judgment, there are reasonable grounds to believe that:

- (i) any of the acts or circumstances enumerated in this Section 27 have occurred, or
- (ii) any act, error, or omission of you may result directly or indirectly in damage, injury or harm to any person or property.

(e) All losses and expenses incurred under this Section 27 shall be chargeable to and paid by you pursuant to your obligations of indemnity under this section regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity or defense. Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of those with whom you may contract, regardless of the purpose. You shall hold harmless and indemnify Indemnitees for all losses and expenses which may arise out of any acts, errors or omissions of these parties. Under no circumstances shall Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against you. You agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Indemnitees from you.

(f) Specifically excluded from the indemnity you give hereby is any liability associated with us or the other Indemnitees' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

28. Independent Contractor.

(a) You understand and agree that, under this Agreement, you are and shall be an independent contractor of us. No employee of yours shall be deemed to be an employee of ours. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of your employees will be considered to be our employees. You shall not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as is specifically provided for in this Agreement. We shall not have the power to hire or fire your employees and, except as herein expressly provided, we may not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over the Franchised Business. You expressly agrees, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your Franchised Business does not directly or indirectly vest in us the power to hire, fire or control any such employee.

(b) It is expressly understood and agreed that neither you nor any employee of yours whose compensation for services is paid by you may, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of ours for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal government agency.

(c) You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the Franchised Business and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the MaidPro System which you are required to comply with under this Agreement, whether set forth in our Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Franchised Business, which you alone control, but

only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchised Business.

(d) YOU SHALL CONSPICUOUSLY IDENTIFY YOURSELF IN ALL DEALINGS WITH YOUR CLIENTS, CONTRACTORS, SUPPLIERS, PUBLIC OFFICIALS AND OTHERS, AS AN INDEPENDENT FRANCHISEE OF OURS, AND SHALL PLACE SUCH NOTICE OF INDEPENDENT OWNERSHIP ON ALL FORMS, BUSINESS CARDS, STATIONERY, ADVERTISING, SIGNS AND OTHER MATERIALS AND IN SUCH FASHION AS WE MAY, IN OUR SOLE AND EXCLUSIVE DISCRETION, SPECIFY AND REQUIRE FROM TIME TO TIME, IN OUR MANUALS (AS SAME MAY BE AMENDED FROM TIME TO TIME) OR OTHERWISE.

(e) EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED BY THIS AGREEMENT, NEITHER PARTY HERETO WILL MAKE ANY EXPRESS OR IMPLIED AGREEMENTS, WARRANTIES, GUARANTEES OR REPRESENTATIONS OR INCUR ANY DEBT IN THE NAME OF OR ON BEHALF OF THE OTHER PARTY, OR REPRESENT THAT THE RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE IS OTHER THAN THAT OF FRANCHISOR AND FRANCHISEE. WE DO NOT ASSUME ANY LIABILITY, AND WILL NOT BE DEEMED LIABLE, FOR ANY AGREEMENTS, REPRESENTATIONS, OR WARRANTIES MADE BY YOU WHICH ARE NOT EXPRESSLY AUTHORIZED UNDER THIS AGREEMENT, NOR WILL WE BE OBLIGATED FOR DAMAGES TO ANY PERSON OR PROPERTY WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO THE OPERATION OF THE FRANCHISED BUSINESS.

29. Franchisor's Withholding of Consent - Franchisee's Exclusive Remedy.

In no event shall you be entitled to make, nor shall you make, any claim, and you hereby waive any claim for money damages, nor shall you claim any money damages, by way of set-off, counterclaim or defense, based upon any claim or assertion by you that we have unreasonably withheld or unreasonably delayed any consent or approval to a proposed act by you under any of the terms of this Agreement. Your sole remedy for any such claim shall be an arbitration proceeding to enforce any such provisions.

30. Costs of Enforcement.

We shall be entitled to recover from you reasonable attorneys' fees, costs and all other expenses that occur as a result of any Default of this Agreement by you. We shall be entitled to recover from you reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation or arbitration, in the event that we prevail in any action or proceeding instituted against you in order to secure or protect those rights inuring to us under this Agreement, or to enforce the terms hereof.

31. Attorneys' Fees.

If we become a party to any litigation or arbitration proceedings concerning this Agreement or the Franchised Business, by reason of any act or omission of you or your authorized representatives and not by any act or omission of us or our authorized representatives, or if we become a party to any litigation or any insolvency proceedings pursuant to the bankruptcy code or any adversarial proceeding in conjunction with an insolvency proceeding, you shall be liable to us for reasonable attorneys' fees, experts' fees and court costs incurred by us in such arbitration, litigation or proceeding regardless of whether such arbitration, litigation or proceeding or action proceeds to judgment. In addition, we shall be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to its proof of claim in any insolvency proceeding filed by you.

32. Cross-Default.

Any default by you of any other agreement between you and us shall be deemed a default under this Agreement, and any default by you under this Agreement shall be deemed a default under any and all other agreements between you and us. If the nature of such default under any other agreement would have permitted us to terminate this Agreement had said default occurred hereunder, we shall have the right to terminate this Agreement and all of the other agreements between you and us in the same manner as provided herein for termination of this Agreement.

33. Damages and Jury Trial.

(a) In no event shall we be liable to you for punitive or exemplary damages in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal thereof. Only claims, controversies or disputes involving you and no claims for or on behalf of any other franchisee, franchisor or supplier may be brought by you hereunder. Furthermore the parties irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

(b) Any claim for lost earnings or profits by you shall be limited to a maximum amount equal to the net profits of the Franchised Business for the prior year as shown on your federal income tax return.

34. Variations on the Standard.

We reserve the right to materially vary the terms and standards of eligibility, including financial terms and conditions, for any franchisee, including you, based upon the peculiarities of a particular area, including density of population, business potential, population of trade area, existing business practices, or any other conditions which we determine to have or to potentially have a significant effect on the successful operation of such franchisee's business. Variations from standard specifications and practices granted to other franchisees shall not under any circumstances be cause to require us to grant to you a like or similar variation hereunder, either now or in the future.

35. Miscellaneous.

(a) All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all invalid or unenforceable provisions were not contained herein and all partially valid and enforceable provisions shall be interpreted and enforced to the extent they are intelligible, valid and enforceable.

(b) If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of, or refusal to renew, this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and this Agreement shall otherwise be enforced as originally made and entered into in all other jurisdictions.

(c) Acceptance by us of any payment by you or the failure, refusal or neglect of you or us to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations hereunder, including without limitation, any specification, standard or operating procedure, shall not constitute a waiver of any provision to this Agreement. Any waiver granted by us shall be without prejudice to any other rights we may have and may be revoked at any time, and for any reasons, by written notice.

(d) You shall not, on grounds of an alleged non-performance by us of any of its obligations or for any other reason, withhold payment of any amount due pursuant to the terms of this Agreement. No

endorsement or statement on any check or payment of any sum less than the full sum due to us shall be construed as an acknowledgement of payment in full or an accord and satisfaction, and we may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. We may apply any payments made by you against any past due indebtedness of yours as we may see fit. We may set off against any sums payable to you hereunder any unpaid debts due from you to us.

(e) The rights of the parties hereunder are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy herein contained, or to which it is entitled by law.

(f) The headings of the several sections hereof are for convenience only and do not define, limit or construe the contents of such sections.

(g) You agree and acknowledge that you have not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, conditions, covenants, promises, or inducements whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral hereto, made by us, our officers, directors, shareholders, agents, employees or contractors which are not contained within this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made by us to you in the franchise disclosure document.

(h) Any notice, request, demand, approval, consent or other communication which the parties hereto may be required or permitted to give to the other party shall be in writing and may be served either personally or by prepaid certified mail or by overnight delivery paid for by sender, and sent to us and to you at our respective addresses as set forth on page one (1) of this Agreement, or to such other address as either party shall have designated by notice in writing to the other. Any such communication is conclusively deemed to have been given or made on the day upon which it is delivered, or, if mailed then on the second (2nd) business day following the date of mailing, or, if by overnight delivery, the day after being sent.

(i) Neither party hereto shall be liable for any loss or damage due to any delay in the performance of the terms hereof (except for the payment of money) by reason of strikes, lockouts and other labor troubles, fires, riots, wars, embargos and commotion, or acts of God. Any such delay shall extend performance only so long as such event is in progress.

(j) In all respects, time shall be of the essence hereof.

(k) The provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns unless otherwise specifically restricted by the terms of this Agreement.

(l) You and we agree that if this Agreement contains any errors or omissions that each will sign corrective documents as needed.

36. Acknowledgements.

(a) No representation has been made by us (or any employee, agent or salesperson thereof) and relied upon by you as to the future or past income, expenses, sales, volume or potential profitability, earnings or income of the Franchised Business, or any other franchised business, other than the information provided in our Franchise Disclosure Document.

(b) Prior to the execution of this Agreement, you have had the opportunity to contact all of our existing franchisees.

(c) You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered hereunder, and the terms and provisions of this Agreement, utilizing the services of counsel, accountants or other advisors (if you so elect).

(d) No representation or statement has been made by us (or any employee, agent or salesperson thereof) and relied upon by you regarding the anticipated income, earnings, and growth of us or the MaidPro System, or the viability of the business opportunity being offered hereunder.

(e) We have certain rights reserved to us to own and operate franchised businesses; to franchise other franchised businesses; and, to otherwise use the MaidPro System, Licensed Marks, know-how, techniques and procedures, including (without limitation) those expressly set forth in Section 1 of this Agreement.

(f) You have received from us a copy of our Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the Franchise, fourteen (14) days prior to the execution of this Agreement for the sale or proposed sale of the Franchise granted hereby or such other time frame as required by state law.

(g) No representation or statement has been made by us (or any employee, agent or salesperson thereof) and relied upon by you regarding your ability to procure any required license or permit that may be necessary to the offering of one or more of the services contemplated to be offered by the Franchised Business.

(h) You affirm and agree that we may sell our assets, our Licensed Marks, or our MaidPro System outright to a third party; may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Licensed Marks (or any variation thereof) and/or the loss of association with or identification of "MaidPro Franchise Corporation" as franchisor hereunder.

(i) You have been advised to consult with your own advisors with respect to the legal, financial and other aspect of this Agreement, the Franchised Business, and the prospects for that Franchised Business. You have either consulted with such advisors or have deliberately declined to do so.

(j) The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavours.

(k) You affirm that all information set forth in any and all applications, financial statements and submissions to us is true, complete and accurate in all respects, with you expressly acknowledging that we are relying upon the truthfulness, completeness and accuracy of such information.

(l) You specifically acknowledge that the only financial performance information we furnish is set forth in Item 19 of our franchise disclosure document; that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any other financial performance information; that, if they nevertheless do, you will not rely on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Agreement, "financial performance information"

means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-franchised businesses.

(m) You have carefully considered the nature and extent of the restrictions upon you set forth in this Agreement (including, without limitation, the covenants not to compete and the restrictions on assignment) and the rights and remedies conferred upon you and us under this Agreement. You acknowledge such restrictions, rights and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to you and us; (c) are fully required to protect your and our legitimate business interests; and, (d) do not confer benefits upon you or us that are disproportionate to your detriment.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public

_____ County, _____

My Commission expires: _____

FRANCHISE AGREEMENT ADDENDUM A

FRANCHISE AGREEMENT

DATED _____

BETWEEN MAIDPRO FRANCHISE CORPORATION.

AND

- Licensed Marks:
- a) MaidPro
 - b) [LOGO]

FRANCHISE AGREEMENT ADDENDUM B

FRANCHISE AGREEMENT

DATED _____

BETWEEN MAIDPRO FRANCHISE CORPORATION.

AND

The "Territory" shall be defined as follows:

The Territory shall include the geographical area of the following zip codes as of _____, 20__;

An official map denoting boundaries will be used for geographical borders. Should the geographical borders of this area change in any way, it will have no effect on the current territory. Homes on the Territory side of roads that are bordering this Territory shall be included within this Territory. Franchisor has the final say in any Territory Dispute.

The "Target Household Number" applicable to the Territory for purposes of calculating Minimum Royalties is:

FRANCHISE AGREEMENT ADDENDUM C

FORM OF End User License Agreement for MaidPro Software

END-USER LICENSE AGREEMENT (“Agreement” or “EULA”) FOR MaidPro SOFTWARE

IMPORTANT-READ CAREFULLY: This EULA is a legal agreement between you (either an individual or a single entity) and MaidPro Franchise Corporation (MaidPro) which includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. If you do not agree to the terms of this EULA, MaidPro is unwilling to license the SOFTWARE to you. In such event, you may not use or copy the SOFTWARE, and you should promptly contact MaidPro for instructions on returning the SOFTWARE.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

- Software Access and Use. You may only access and use the SOFTWARE through assigned logins. A login may only be used by the assigned user, and every user must have a unique login. Only registered and approved users may access and use the SOFTWARE, if they have signed an appropriate Non-Disclosure and Confidentiality Agreement. You must pay MaidPro’s license fees for access to the SOFTWARE, and be current with your MaidPro invoices for ongoing access to the SOFTWARE.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- Rental. You may not rent, lease, or lend the SOFTWARE or access to the SOFTWARE.

- Software Transfer. You are not allowed to transfer the SOFTWARE or access to the SOFTWARE.

- Termination. Without prejudice to any other rights, MaidPro may terminate your right to use the SOFTWARE under this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of materials related to the SOFTWARE.

3. COPYRIGHT.

All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE), and any accompanying printed or digital materials, are owned by MaidPro. You may not copy the printed or digital materials accompanying the SOFTWARE. All rights not specifically granted under this EULA are reserved by MaidPro.

4. SOFTWARE ACCESS.

You may access the SOFTWARE through a web browser and an internet connection. You may not use other mediums. You may not loan, rent, lease, or otherwise transfer access to the SOFTWARE.

5. EXPORT RESTRICTIONS.

You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit the SOFTWARE or related documentation or technical data to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

6. LIMITED PRODUCT WARRANTY.

MaidPro warrants that the SOFTWARE will be free from material problems. MaidPro will use commercially reasonable efforts in attempting to fix any material problems that you report to MaidPro regarding the SOFTWARE. If we do not fix those problems within a reasonable time after you report those problems, our only obligation is to refund any license fees you have paid specifically for the software from 60 days prior to reporting of the problem.

7. DISCLAIMER.

The warranty and remedies set forth in Section 6 above are exclusive and in lieu of all others, oral or written, expressed or implied. Neither MaidPro nor any dealer, agent or employee is authorized to make any modifications or additions to this warranty.

EXCEPT AS STATED IN SECTION 6 OF THIS AGREEMENT, MAIDPRO DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS SOFTWARE, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. EXCEPT AS STATED IN SECTION 6, YOU, THE LICENSEE, ARE ASSUMING THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE.

8. LIMITED LIABILITY.

In no event will MaidPro be liable for indirect, special, incidental or consequential damages arising out of the use or inability to use the SOFTWARE or DATA, even if advised of the possibility of such damages. In no event will our liability exceed the license fees that you have paid for the SOFTWARE. In addition, MaidPro shall have no liability for any DATA stored or processed with this SOFTWARE, including the costs of recovering such data.

Some states do not allow the exclusion of implied warranties or liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. LAW AND JURISDICTION.

This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules, and any action arising from or relating to this Agreement may only be brought in Massachusetts. You agree to submit to the jurisdiction of courts of Massachusetts.

ATTEST:

MaidPro Franchise Corporation

Witness _____

ATTEST:

Witness _____

By: _____
Franchisor: _____

Franchisee

By: _____
Title: _____

FRANCHISE AGREEMENT ADDENDUM D

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

(Franchisee's Employee)

This Agreement is made and entered into _____, ____ between MaidPro Franchise Corporation, a Massachusetts corporation ("MaidPro") and _____ ("Employee") and _____ ("Franchisee").

RECITALS

WHEREAS, MaidPro has developed, is using, and is the owner of all rights in a unique system (the "MaidPro System") for the development and operation of on-location residential and commercial cleaning and support services under the name and mark MaidPro; and

WHEREAS, the MaidPro System includes, but is not limited to, certain trade names, trademarks, service marks, trade dress, logos, symbols, proprietary marks, URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses, and other indications of origin including, but not limited to, the mark MaidPro and such other trade names and trademarks as MaidPro may develop in the future for the purposes of identifying the MaidPro System, and such other distinguishing characteristics of the MaidPro System including, without limitation, trade secrets, customer information, inventions, discoveries, processes, formulae, records, computer programs or data, sales and customer development, management and financial systems, plans and policies, prospects and opportunities, inventory control, and training and assistance, all of which may be changed, improved and further developed by MaidPro from time to time ("Confidential Information"); and

WHEREAS, MaidPro's Confidential Information provide economic advantages to MaidPro and is not generally known to nor readily ascertainable by proper means by MaidPro's competitors who could obtain economic value from knowledge and use of MaidPro's Confidential Information; and

WHEREAS, MaidPro has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of MaidPro's Confidential Information and protect the MaidPro System against unfair competition; and

WHEREAS, MaidPro has granted Franchisee a limited right to operate the territory using the MaidPro System and MaidPro's Confidential Information for the period defined in the franchise agreement made and entered into on _____, ____ ("Franchise Agreement") between MaidPro and Franchisee; and

WHEREAS, MaidPro and Franchisee have agreed in the Franchise Agreement on the importance to MaidPro and to the Franchisee and other licensed users of the MaidPro System of restricting use, access, and dissemination of MaidPro's Trade Secrets; and

WHEREAS, it will be necessary for managerial and supervisory employees of Franchisee to have access to and to use some or all of MaidPro's Confidential Information in the development and maintenance of Franchisee's business using the MaidPro System; and

WHEREAS, Franchisee has agreed to obtain from each and every management and supervisory employee written agreements protecting MaidPro's Confidential Information and the MaidPro System against unfair competition; and

WHEREAS, Employee wishes to remain, or wishes to become, an employee of Franchisee; and

WHEREAS, Employee wishes and needs to receive and use MaidPro's Confidential Information in the course of his employment in order to effectively perform his services for Franchisee;

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

1. MaidPro and/or Franchisee shall disclose to Employee some or all of MaidPro's Confidential Information relating to the MaidPro System.
2. Employee shall receive MaidPro's Confidential Information in confidence, maintain them in confidence, and use them only in the course of his employment by Franchisee and then only in connection with the development and/or maintenance by Franchisee in the use of the MaidPro System for so long as Franchisee is Licensed by MaidPro to use the MaidPro System.
3. Employee shall not at any time make copies of any documents or compilations containing some or all of MaidPro's Confidential Information without the express written permission of MaidPro.
4. Employee shall not disclose or permit the disclosure of MaidPro's Confidential Information except to other managerial and supervisory employees of Franchisee who have signed a Confidentiality and Non-Competition Agreement and only to the limited extent necessary to train or assist other employees of Franchisee in the use of the MaidPro System.
5. That all information and materials including, without limitation, specifications, systems, procedures, techniques, and compilations of data, which MaidPro shall designate as confidential shall be deemed MaidPro's Confidential Information for the purposes of this Agreement.
6. Employee shall surrender the *MaidPro Operations Manual* and any other material containing some or all of MaidPro's Confidential Information to Franchisee or to MaidPro, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which the *MaidPro Operations Manual* or other information or material may have been furnished to Employee.
7. Employee shall not, directly or indirectly, do any act or omit to do any act, which would or would likely be injurious or prejudicial to the goodwill associated with the MaidPro System.
8. In order to protect the goodwill and unique qualities of the MaidPro System and the confidentiality and value of MaidPro's Confidential Information, and in consideration for the disclosure to the Employee of MaidPro's Confidential Information, Employee further undertakes and covenants that, during the time he is a employed by Franchisee, he will not:
 - (a) Directly or indirectly, for himself or through, on behalf of or in conjunction with any person, partnership, limited liability company, business entity, or corporation, engage in or acquire any financial or beneficial interest in (including interest in corporations, partnerships, limited liability companies, trusts, unincorporated associations or joint ventures), advise, help or make loans to any entity involved in business which is the same as or similar to that conducted by MaidPro including,

but not limited to, any business which provides on-location residential and commercial cleaning and support services which business is, or is intended to be located, within the United States;

(b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of MaidPro, and/or any MaidPro System franchise owners, and/or Franchisee to any competitor; or

(c) Employ or seek to employ any person who is at the time employed by MaidPro or developer of MaidPro, and/or any MaidPro System franchise owners, and/or Franchisee or otherwise directly or indirectly induce such persons to leave his or her employment.

9. In further consideration for the disclosure to Employee of MaidPro's Confidential Information and to protect the uniqueness of the MaidPro System, Employee agrees that within: (a) Franchisee's Territory, and/or (b) within the geographic area encompassed by any "Territories" of any MaidPro System franchise owners, but in no event shall the area be less than an area which is contained in a circle having a radius of eighteen (18) miles from the center of the Franchisee's Territory, for eighteen (18) months following the termination of his employment, Employee will not without the prior written consent of MaidPro:

(a) Directly or indirectly, for himself or through, on behalf of, or in conjunction with any Person, partnership, limited liability company, business entity, or corporation, engage in or acquire any financial or beneficial interest in (including interest in corporations, partnerships, limited liability company, trusts, unincorporated associations or joint ventures), advise, help or make loans to any entity involved in business which is the same as or similar to that conducted by MaidPro including, but not limited to, any business which provides on-location residential and commercial cleaning and support services which business is, or is intended to be located, within the United States;

(b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of MaidPro, and/or any MaidPro System franchise owners, and/or Franchisee to any competitor; or

(c) Employ or seek to employ any person who is at the time employed by MaidPro and/or any MaidPro System franchise owners, and/or Franchisee or otherwise directly or indirectly induce such persons to leave his or her employment.

10. Franchisee undertakes to use its best efforts to ensure that Employee acts as required by this Agreement.

11. Employee agrees that in the event of a breach of this Agreement, MaidPro would be irreparably injured and be without an adequate remedy of law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, MaidPro shall be entitled to enforce the provisions of this Agreement and may seek, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, a temporary and/or permanent injunction and decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

12. If any court or other tribunal having jurisdiction to determine the validity or enforceability of this agreement determines that it would be unenforceable as written, its provisions shall be deemed to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

13. Should legal proceedings have to be brought by MaidPro against Employee to enforce any Non-Competition Covenant or for Employee's failure to maintain Confidentiality, the period of restriction shall be deemed to begin running on the date of entry of an order granting MaidPro preliminary injunctive relief and shall continue uninterrupted for the entire period of restriction.

14. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement on the date and year first written above as witnessed by their signatures below.

ATTEST:

MaidPro Franchise Corporation

Witness _____

By: _____

Franchisor: _____

ATTEST:

Franchisee

Witness _____

By: _____

Title: _____

ATTEST:

Employee:

Witness _____

By: _____

Title: _____

FRANCHISE AGREEMENT ADDENDUM E

FRANCHISE COMPLIANCE QUESTIONNAIRE

As you prepare to enter into a Franchise Agreement with **MaidPro Franchise Corporation (“Maidpro”)**, it is important to determine whether any statements or promises were made to you, either orally or in writing, which were not authorized by **MaidPro** and which may be untrue, inaccurate or misleading.

Please provide honest and complete responses to each of the following:

1. Have you received and personally reviewed our Franchise Agreement and all its attachments? Yes ___ No ___
2. Do you understand all of the information contained in our Franchise Agreement and all its attachments? Yes ___ No ___

If your answer is No, please state which parts of the Franchise Agreement or its attachments you do not understand. Attach additional pages if necessary.

3. Have you received and personally reviewed the Franchise Agreement which you are to sign, with all its blanks completed? Yes ___ No ___

If your answer is Yes, please state what date this completed Franchise Agreement was received:

4. Have you received and personally reviewed our Franchise Disclosure Document (FDD)? Yes ___ No ___

Please state the date you received the FDD: _____

Did you sign a receipt for the FDD confirming the date you received it? Yes ___ No ___

5. Do you understand all of the information contained in the FDD, including any attachments? Yes ___ No ___

If your answer is No, please state which parts of the FDD or its attachments you do not understand. Attach additional pages if necessary.

6. Have you discussed the benefits and risks associated with purchasing a **MaidPro** franchise with an attorney, accountant or other professional advisor? Yes ___ No ___

If your answer is No, did you have the opportunity to do so and choose not to? Yes ___ No ___

Do you understand those risks? Yes ___ No ___

7. Do you understand that the success or failure of your **MaidPro** franchise will depend in large part upon your skills and abilities, the competition, and general business and economic factors such as inflation, interest rates and cost of labor? Yes ___ No ___

CONSIDER THE FOLLOWING QUESTIONS IN REGARD TO INFORMATION PROVIDED DIRECTLY FROM FRANCHISOR OR ITS REPRESENTATIVES (NOT ITS FRANCHISEES):

8. Has any employee, broker or other person representing **MaidPro** made any statements or promises concerning the revenues, profits or operating costs of a **MaidPro** franchise that contradicts any information in the FDD? Yes ____ No ____

9. Has any employee, broker or other person representing **MaidPro** made any statements or promises concerning the amount of money you may earn in the operating of a **MaidPro** franchise that contradicts any information in the FDD? Yes ____ No ____

10. Has any employee, broker or other person representing **MaidPro** made any statements or promises concerning the likelihood of success that you should or might expect to achieve from operating a **MaidPro** franchise that contradicts any information in the FDD? Yes ____ No ____

11. Has any employee, broker or other person representing **MaidPro** made any statements or promises concerning the advertising, marketing, training or support service or assistance that we will furnish to you that contradicts any information in the FDD? Yes ____ No ____

12. Has any employee, broker or other person representing **MaidPro** made any statements or promises concerning the costs you may incur in starting or operating the **MaidPro** franchise that contradicts any information in the FDD? Yes ____ No ____

13. Has any employee, broker or other person representing **MaidPro** made any statements or promises or agreements relating to the **MaidPro** franchise that contradicts any information in the FDD? Yes ____ No ____

If you have answered Yes to any of the questions numbered 8 through 13 above, please provide a full explanation *for each*. Attach additional pages if necessary.

14. I will sign the Franchise Agreement and Addendum (if any) on _____, _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by **MaidPro**.

Your answers are important to us and we will rely on them; by signing this Questionnaire, you are representing that you have responded truthfully to all of the above questions.

Date: _____ Prospective Franchisee: _____

FRANCHISE AGREEMENT ADDENDUM F
GUARANTY AGREEMENT

This guaranty agreement is entered into on this _____ day of _____, 20__, between
_____ of _____ (“Guarantor”)

and MaidPro Franchise Corporation of Boston, Massachusetts (“Franchisor”)

WHEREAS:

- A. Franchisor and _____ (“Franchisee”) have entered into a Franchise Agreement dated _____.
- B. Guarantor is a shareholder, director, officer, member, owner and/or partner of Franchisee.
- C. In consideration of and as an inducement to Franchisor to enter into the Franchise Agreement with Franchisee, Guarantor hereby covenants and agrees as follows:
1. Guarantor warrants that the facts contained in Recital A and B are correct;
 2. Guarantor has read the terms and conditions of the Franchise Agreement;
 3. Guarantor personally and unconditionally makes all the covenants, representations and agreements of Franchisee set forth in the Franchise Agreement and that Franchisee is obligated to perform thereunder;
 4. Guarantor personally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Franchisee's obligations, undertakings, agreements and covenants set forth in the Franchise Agreement will be punctually paid and performed during the term of the Franchise Agreement and thereafter, as applicable;
 5. Guarantor unconditionally and irrevocably agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement entered into by the Franchisee;
 6. Upon default by Franchisee or notice from Franchisor, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement;
 7. Without affecting the obligations of any Guarantor under this Guaranty Agreement, Franchisor may, without notice to Guarantor, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or any Guarantor, or settle, adjust or compromise any claims against Franchisee or any Guarantor;
 8. Guarantor waives all demands and notices of every kind with respect to enforcement of this Guaranty Agreement, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any Guarantor, and any release of any Guarantor or other security for the Franchise Agreement or the obligations of Franchisee;
 9. Franchisor may pursue its rights against any Guarantor without first exhausting its remedies against Franchisee and without joining any other Guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise of such right or remedy shall preclude the further exercise of such right or remedy;
 10. Upon receipt by Franchisor of notice of the death of Guarantor, the estate of the deceased Guarantor shall be bound by the foregoing Guaranty Agreement, but only for defaults and obligations under the

Franchise Agreement existing at the time of death; the obligations of all other Guarantors shall continue in full force and effect;

11. This Guaranty Agreement will continue and is irrevocable during the term of the Franchise Agreement and, if required by the Franchise Agreement, after its termination or expiration;
12. Guarantor's obligations under this Guaranty Agreement are effective on the Effective Date of the Franchise Agreement, regardless of the actual date of signature;
13. This Guaranty Agreement is governed by Massachusetts law and Guarantor irrevocably submits to the jurisdiction and venue of the courts of Massachusetts;
14. If Franchisor is required to enforce this Guaranty Agreement in any judicial or arbitration proceeding or on any appeals, Guarantor must reimburse Franchisor for its enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, filing fees, 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 Agreement;
15. Guarantor acknowledges that he or she has obtained independent legal advice before signing this Guaranty Agreement.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty Agreement under seal.

Signature

Print Name

Address

Signed, sealed and delivered by the above- named Guarantor in the presence of:

Subscribed and sworn to before me
this _____ day of _____, 20__ _____ County, _____

My Commission expires: _____

Notary Public

FRANCHISE AGREEMENT ADDENDUM G

(Name of Telephone Company)

(Address)

TRANSFER OF SERVICE AGREEMENT

In the event my MaidPro franchise business is discontinued for any reason, _____
_____ hereby releases the use of the following telephone number(s):

_____ used in conjunction with said business to MaidPro Franchise Corporation, or its designee.

(Present Customer's Signature)

(Date)

If a business entity:

Title: _____

Hereunto duly authorized to sign

SWORN AND SUBSCRIBED before me by the said _____
_____ on the _____ day of _____, 20__

Notary Public, State of _____

I hereby assume all charges outstanding, either billed or unbilled, including White Pages directory charges, on the telephone number(s) listed above.

(New Customers Signature)

(Date)

SWORN AND SUBSCRIBED before me by the said _____ on the _____
day of _____ 20__

Notary Public, State of _____

Franchise Number:

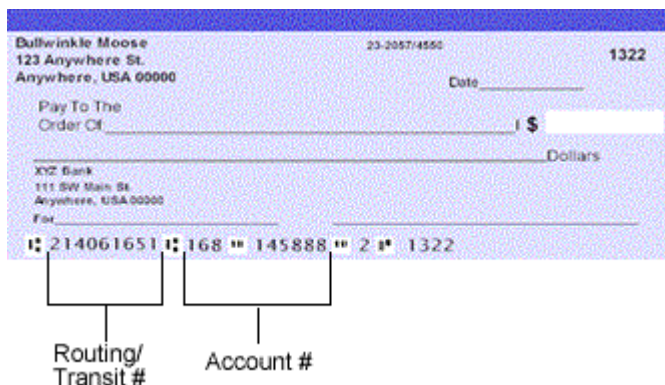
Franchise Name:

FRANCHISE AGREEMENT ADDENDUM H

**MAIDPRO FRANCHISE CORPORATION
ELECTRONIC FUNDS TRANSFER (EFT)
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS**

I (We, if joint account) the undersigned hereby authorize **MaidPro Franchise Corporation**, a Massachusetts corporation, with principal offices at 77 North Washington Street, Boston, MA 02114, to initiate electronic transfer of funds out of my (our) primary Checking or Savings selected below at the Financial Institution indicated, for payment of Royalties or other amounts which I may owe **MaidPro Franchise Corporation**. I (We) acknowledge that the origination of Automated Clearing House (ACH) transactions to my (our) account must comply with the provisions of the United States law. All costs and expenses, including any resulting from the dishonor by my (our) bank of any electronic funds transfer, shall be my (our) sole responsibility. This authorization is irrevocable and shall remain in effect until the termination or expiration of the underlying Franchise Agreement with **MaidPro Franchise Corporation**. If I (we) do not have enough money in my (our) account to cover the transfer or if my (our) Financial Institution for any other reason refuses to honor a transfer, I (we) will separately pay for the charges I (we) owe under my (our) Franchise Agreement with **MaidPro Franchise Corporation**.

ACH Information		
Financial Institution:		
Branch:		
City	State:	Zip:
Routing/Transit Number:		
Account/Bank Number:		



I (we) acknowledge that these funds will be debited on **the last day of each month**, or the closest business day thereafter.

Name(s): _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Day Phone: () _____ Evening Phones: () _____

Please fill out this form and attach a voided check.

FRANCHISE AGREEMENT ADDENDUM I

PROMISSORY NOTE

\$ _____, 20____
Boston, Massachusetts

FOR VALUE RECEIVED, the undersigned, _____, a _____ (“Maker”), promises to pay to the order of MaidPro Franchise Corporation, a Massachusetts corporation (herein with its successors and/or assigns, “Payee”) at 77 North Washington Street, Boston, MA 02114, or at such other place as the Payee or other holder hereof may direct in writing, the aggregate principal sum of _____ (\$ _____), together with interest from the date hereof on the unpaid principal amount at the rate(s) hereinafter stated, payable as follows:

1. Interest. The unpaid principal amount of this Promissory Note (“Note”) from time to time outstanding shall bear interest from the date hereof at the rate of twelve percent (12%) per annum. If Maker fails to pay any installment or make any payment on this Note for ten (10) days after the same shall become due, whether by acceleration or otherwise, Payee may, at its option, impose a late charge on the undersigned in an amount equal to five percent (5%) of such installment or payment. If any payment or installment is not made within thirty (30) days after the same shall become due, Payee may, at its option, impose an additional late charge on the undersigned in an amount equal to five percent (5%) of such installment or payment. Such installment or payment shall be subject to an additional five percent (5%) late charge for each additional period of thirty (30) days thereafter that such installment or payment remains past due. The late charge shall apply individually to all installments and payments past due with no daily adjustment and shall be used to defray the costs of Payee incident to collecting such late installment or payment. This provision shall not be deemed to excuse a late installment or payment or be deemed a waiver of any other rights Payee may have, including, but not limited to, the right to declare the entire unpaid balance due under this Note immediately due and payable. In no event shall the rate of interest payable hereunder at any time exceed the highest rate of interest allowed under applicable usury laws.

2. Principal and Interest Payments. This Note shall be due and payable by electronic funds transfer in _____ (_____) consecutive monthly installments with the initial installment being due and payable on _____, 20____ and the remaining installments being due and payable on the same day of each consecutive month thereafter. The final installment shall be due and payable on _____, 20____ and shall consist of the remaining principal balance of this Note and all unpaid interest accrued thereon. In the event any payment date shall fall due on a Saturday, Sunday or United States banking holiday, payment shall be made on the next succeeding business day, and interest will continue to accrue on the unpaid amount during the interim. All payments of principal and interest are to be made in lawful money of the United States of America in immediately available funds.

3. Payment Application. Payments shall be applied first to expenses, costs, and attorney’s fees which are payable under this Note, secondly to interest and finally to the reduction of principal; provided, such payments may at the option of Payee or other holder hereof, be applied to the payment of delinquent taxes, installments of special assessments, insurance premiums and/or other legal charges.

4. The Security. This Note may be executed and delivered by Maker pursuant to, and is entitled to the benefits of a Security Agreement dated on even date herewith, between Maker and Payee (the “Security Agreement”). Reference may be made to the Security Agreement for terms and provisions

regarding the collateral security for payment of this Note (the “Collateral”), and for all other pertinent purposes.

5. “Event of Default” An “Event of Default shall be deemed to have occurred in the event that: (a) any installment of principal or interest due hereunder is not paid after becoming due and payable; or (b) any default by Maker occurs in the performance of the covenants, obligations or other provisions under the Franchise Agreements between Maker and Payee (the “Franchise Agreement(s)”), or any other agreement between Maker (or its affiliates) and Payee; or (c) any representation or warranty of the Maker set forth in the Franchise Agreement(s), or any other agreement between Maker and Payee proves to have been incorrect in any material respect; or (d) Maker becomes subject to any bankruptcy, insolvency or debtor relief proceedings; or (e) Maker fails to comply with or perform any provision of this Note not constituting a default under the previous items of this paragraph and such failure continues for fifteen (15) days after notice thereof to Maker; or (f) a default occurs causing the acceleration of any material obligation of Maker to any other creditors; or (g) any guarantors of the Franchise Agreement(s) revokes or renounces his or other guaranty; or (h) the Franchise Agreement(s) is terminated by Maker or by Payee or is declared terminated in any judicial proceeding.

6. Default and Remedies. Upon the occurrence of an Event of Default as defined herein or at any time thereafter, the entire principal and accrued interest of this Note shall become immediately due and payable, without further notice to Maker, at the option of Payee or other holder hereof. Payee or other holder hereof may also exercise any rights and remedies available to it as a secured party under the Security Agreement (if applicable), the Massachusetts Uniform Commercial Code or other applicable law. To the extent permitted by applicable law, all benefits, rights and remedies hereunder shall be deemed cumulative and not exclusive of any other benefit, right or remedy herein. The failure of Payee or other holder hereof to exercise any right or remedy hereunder shall not be deemed to be a release or waiver of any obligation or liability of the Maker.

7. Obligations Absolute. All obligations of Maker hereunder are absolute and unconditional, irrespective of any offset or counterclaim of Maker against Payee or other holder hereof. Maker hereby waives the right to claim or enforce any right of offset, counterclaim, recoupment or breach in any action brought to enforce the obligations of Maker under this Note.

8. Waivers. Maker and any co-makers, sureties, endorsers and guarantors of this Note hereby jointly and severally waive presentment for payment, notices of non-performance or nonpayment, protest, notice of protest, notice of dishonor, diligence in bringing suit hereon against any party hereto and notice of acceleration. Payee reserves the right, in its sole and exclusive discretion, to waive the requirement in Section 2 above that all payments hereunder be due by electronic funds transfer.

9. Collection Costs; Attorney’s Fees. Maker agrees to pay all expenses and costs of collection, including all reasonable attorney’s fees and expenses, court costs, costs of sale and costs of maintenance and repair and similar costs incurred by Payee in connection with the enforcement of this Note, the collection of any amounts payable hereunder, whether by acceleration or otherwise, and/or the sale or other disposition of any Collateral.

10. Prepayment. Maker may prepay this Note, in whole or in part, at any time without premium or penalty. Any partial payments shall be applied first to accrued interest and then to principal installments in reverse order of maturity.

11. Severability. If any term or provision of this Note or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and shall be valid and enforced to the fullest extent permitted by law.

12. Limitation on Interest. All agreements between Maker and Payee, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand or acceleration of the maturity hereof or otherwise, shall the interest contracted for charged, or received by Payee, or any subsequent holder hereof, exceed the maximum amount permissible under applicable law. If any interest in excess of the maximum amount of interest allowable by said applicable laws is inadvertently paid to Payee or the holder hereof, at any time, any such excess interest shall be refunded by the holder to the party or parties entitled to the same after receiving notice of payment of such excess interest. All interest paid or agreed to be paid to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal (including the period of any renewal or extension hereof) so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between Maker and Payee.

13. Notice. All notices pursuant to this Agreement shall be in writing and delivered by certified or registered mail, by reputable commercial delivery service, or by telecopy (with a confirmation copy mailed, postage prepaid). Until changed by written notice to the other party, notices to each party must be addressed as follows:

Notices to Payee: MaidPro Franchise Corporation
77 North Washington Street
Boston, Massachusetts 02114

With a copy to: Law Offices of Suzanne C. Cummings & Associates, P.C.
Two Main Street, Suite 300
Stoneham, MA 02180
Attn: Suzanne C. Cummings, Esq.

Notices to Maker: _____

14. Jurisdiction and Venue. It is hereby agreed that any and all claims, disputes or controversies whatsoever arising from or in connection with this Note, shall be commenced, filed and litigated, if at all, in the judicial district in which Boston, Massachusetts is located, unless the conduct of such litigation is not within the subject matter jurisdiction of the court of such district. The parties waive all questions of personal jurisdiction, convenience of forum and venue for purposes of carrying out this provision.

15. Jury Trial Waiver. **MAKER AND PAYEE IRREVOCABLY WAIVE TRIAL BY JURY, REGARDLESS OF THE FORUM, IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ARISING FROM, WHETHER DIRECTLY OR INDIRECTLY, THIS NOTE.**

16. Governing Law. In order to effect uniform interpretation of this Note, this Note and all disputes or controversies arising or related hereto shall be interpreted and construed under the laws of the Commonwealth of Massachusetts. In the event of any conflict of law question, the law of Massachusetts shall prevail, without regard to the application of Massachusetts' conflict of law rules.

17. **Amount Owning.** The records of Payee or other holder of this Note shall be prima facie evidence of the amount owing on this Note.

18. **Release.** In consideration of the credit given to the Maker as evidenced by this Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned, for himself and his agents, employees, representatives, associates, heirs, successors and assigns (collectively the “Franchisee Entities”), does hereby fully and finally release and forever discharge the Payee (“MaidPro Franchise Corporation”), and its officers, shareholders, directors, agents, employees, representatives, associates, successors and assigns (collectively, the “MaidPro Franchise Corporation Entities”) of and from any and all actions and causes of action, suits claims, demands, damages, judgments, accounts, agreements, covenants, debts, levys and executions, including without limitation attorneys’ fees, whatsoever, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, whether at law or in equity, which the Franchisee Entities, or any one or more of them, have had, now have or may in the future, have against the MaidPro Franchise Corporation Entities, or any one or more of them, arising out of, in connection with or relating in any way to that certain franchise agreement between the undersigned and MaidPro Franchise Corporation, dated _____, 20____ (the “Franchise Agreement”) or any other agreement between the undersigned and MaidPro Franchise Corporation including but not limited to, any actions for fraud or misrepresentation, violation of any franchise laws, violation of any state or federal antitrust or securities laws, or violation of any common law, from the beginning time to the date of this Note; provided, however, specifically excluded from the release provisions of this Note shall be all obligations of MaidPro Franchise Corporation under the Franchise Agreement first accruing on and after the date hereof.

19. **Assignment.** Payee may sell or assign this Note at Payee’s sole discretion.

IN WITNESS WHEREOF, Maker has made, executed and delivered this Note effective as of the date first above written.

MAKER: _____
By: _____
Name: _____
Title: _____

SECURITY AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20__ by and between _____ (“Debtor”), of _____ and MaidPro Franchise Corporation, a Massachusetts corporation with its principal place of business at 77 North Washington Street, Boston, MA 02114 (“Secured Party”).

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated below:

1.1. “Code” shall mean the Uniform Commercial Code of the Commonwealth of Massachusetts, as the same may from time to time be in effect.

1.2. “Collateral” shall mean the following, whether or not owned or existing or hereafter acquired or arising: (a) all of Debtor’s accounts, contract rights and general intangibles, including, without limitation, all Franchise Rights; (b) all accounts, revenue and rights to payment arising from Debtor’s household maintenance and cleaning service business; (c) all of Debtor’s securities, certificates of deposit and deposit accounts; (d) all of Debtor’s goods, fixtures, furniture, vehicles, computer hardware and software, equipment and inventory; (e) all of Debtor’s chattel paper, instruments, documents, and other property used or useful in the ownership, maintenance and operation of the business conducted by Debtor pursuant to any agreements between Debtor and Secured Party; and (f) to the extent not otherwise included, all proceeds of any of the foregoing.

1.3. “Franchise Rights” shall mean the following: (a) certain contractual rights granted Secured Party pursuant to the following MaidPro Franchise Corporation Franchise Agreements, including without limitation, any rights to be a franchisee and any value in being a franchisee under those agreements.

(a) <u>Franchisee</u>	<u>Date of Franchise Agreement</u>
_____	_____ 20__
Name	

Address	

(b) any other MaidPro Franchise Corporation Franchise Agreement(s) in addition to the Agreement(s) described above; and

(c) any rights to receive certain monies not yet earned that Secured Party may have pursuant to the above agreements between Debtor and Secured Party.

1.4. “Obligations” shall mean any and all liabilities, obligations, and indebtedness of Debtor to Secured Party arising under or evidenced by the Promissory Note dated _____, 20__, in the original principal amount of _____ (\$ _____), the Franchise Agreement(s) described in Section 1.3 herein, or any other agreement between Debtor and Secured Party, and all other liabilities, obligations, and indebtedness of Debtor to Secured Party of every kind and description, now existing or hereafter incurred or arising, matured or unmatured, direct or indirect, absolute or contingent, due or to become due, and any renewals, consolidations and extensions, including any future advances from Secured Party to Debtor.

1.5. “Proceeds” shall mean with respect to property included in the Collateral: (i) any

stock rights, rights to subscribe, liquidating dividends, dividends, stock dividends, dividends paid in stock or cash, new securities, or any other property which Debtor may hereafter become entitled to receive on account of such property; (ii) any proceeds in the form of accounts, collections, contract rights, documents, instruments, chattel paper or general intangibles relating in whole or in part to such property; and (iii) any other property constituting proceeds within the meaning of the Code.

2. **Grant of Security Interest.** To secure the prompt payment and performance of the Obligations, Debtor assigns for collateral purposes and grants to Secured Party a first and priority security interest in the Collateral.

3. **Representations and Warranties.** Debtor warrants and represents that there are no restrictions or prior rights granted in or to the Collateral and agrees not to grant any rights in the Collateral to any party during the term of this Agreement and that the security interest granted herein is and will remain a valid, first, prior and perfected security interest.

4. **Covenants.**

4.1. Debtor agrees to execute and deliver such additional assignments, security agreements, financing statements and chattel mortgages as Secured Party shall reasonably request to render the collateral assignment and security interest granted hereby a valid, first prior and perfected collateral assignment and security interest in the Collateral.

4.2. Debtor shall, at its own cost and expense, maintain satisfactory and complete records of the Collateral and mark its books and records to reflect the collateral assignment and security interest granted hereby.

4.3. Debtor shall not mortgage, assign, pledge, or otherwise encumber any of the Collateral without prior written consent of Secured Party, which shall not be unreasonably withheld.

4.4. Debtor agrees to indemnify and defend Secured Party against any claim of interest or assertions of priority against Secured Party.

5. **Default.** An "Event of Default" shall be deemed to have occurred in the event that: (a) any instalment of principal or interest due hereunder is not paid after becoming due and payable; or (b) any default by Debtor occurs in the performance of the covenants, obligations or other provisions under the Franchise Agreement set forth in Section 1.3 herein (the "Franchise Agreement(s)"), or any other agreement between Debtor (or its affiliates) and Secured Party; or (c) any representation or warranty of Debtor set forth in the Franchise Agreement(s), or any other agreement between Debtor and Secured Party proves to have been incorrect in any material respect; (d) Debtor becomes a subject to any bankruptcy, insolvency or debtor relief proceedings; or (e) Debtor fails to comply with or perform any provisions of the Note or this Agreement not constituting a default under the previous items of this paragraph and such failure continues for fifteen (15) days after notice thereof to Debtor; or (f) a default occurs causing the acceleration of any material obligation of Debtor to any other creditors; or (g) any guarantors of the Franchise Agreement(s) revokes or renounces his or her guaranty; or (h) the Franchise Agreement(s) is terminated by Debtor or Secured Party or is declared terminated in any judicial proceeding.

6. **Remedies Upon Event of Default.** On an Event of Default, Secured Party, at the Secured Party's option, may declare all obligations secured hereby immediately due and payable, and may proceed to enforce payment of the same, and exercise any and all of the rights and remedies provided by the Code, as well as all other rights and remedies possessed by Secured Party under law. Secured Party may require Debtor to assemble the Collateral and make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties and agree to execute such

documents as are necessary to transfer all interest in the Collateral to Secured Party. The expenses of retaking, holding, preparing for sale, selling and the like will include Secured Party's reasonable attorney's fees and legal expenses. If the amount of the Collateral is insufficient to cover any outstanding indebtedness of Debtor to Secured Party pursuant to this Agreement, plus any expenses associated with default thereon, Debtor shall remain liable to Secured Party for any deficiency, in accordance with applicable state law. Debtor agrees to pay all expenses and costs of collection, including reasonable attorney's fees and expenses, court costs, costs of sale and costs of maintenance and repair and similar costs incurred by Secured Party in connection with the enforcement of the Note, the collection of any amounts payable hereunder, whether by acceleration or otherwise, and/or the sale or other disposition of the Collateral. If any notification of any intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonable and properly given if mailed by certified mail, return receipt requested, postage prepaid, or delivered by overnight courier, to the address of Debtor stated in this Security Agreement, at least ten (10) days prior to such disposition.

7. **General Provisions.**

7.1. Notice. All notices pursuant to this Agreement shall be in writing and delivered by certified or registered mail, by reputable commercial delivery service, or by telecopy (with a confirmation copy mailed, postage prepaid). Until changed by written notice to the other party, notices to each party must be addressed as follows:

Notices to Secured Party:

MaidPro Franchise Corporation
77 North Washington Street
Boston, MA 02114

With a copy to:

Law Offices of Suzanne C. Cummings &
Associates, P.C.
Two Main Street, Suite 300
Stoneham, MA 02180
Attn: Suzanne C. Cummings, Esq.

Notices to Debtor:

7.2. Entire Agreement. This Agreement and the documents referred to herein constitute the entire Agreement between Secured Party and Debtor concerning the subject matter hereof and supersede all prior agreements, negotiations, representations, and correspondence concerning the same subject matter.

7.3. Jurisdiction and Venue. It is hereby agreed that any and all claims, disputes, or controversies whatsoever arising from or in connection with this Agreement shall be commenced, filed and litigated in the judicial district in which Boston, Massachusetts is located, unless the conduct of such litigation is not within the subject matter jurisdiction of the court of such district. The parties waive all questions of personal jurisdiction, convenience of forum, and venue for the purposes of carrying out this provision.

7.4. Jury Trial Waiver. **DEBTOR AND SECURED PARTY IRREVOCABLY WAIVE TRIAL BY JURY, REGARDLESS OF THE FORUM, IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT.**

7.5. Governing Law. In order to effect uniform interpretation of this Agreement, this Agreement and all disputes or controversies arising or related hereto shall be interpreted and construed under the laws of the Commonwealth of Massachusetts. In the event of any conflict of law question, the law of Massachusetts shall prevail, without regard to the application of Massachusetts conflict of law rules.

IN WITNESS HEREOF, the parties have executed this Agreement effective the date and year first written above.

“SECURED PARTY”: MaidPro Franchise Corporation

By: _____

Name: _____

Title: _____

“DEBTOR”: _____

By: _____

Name: _____

Title: _____

FRANCHISE AGREEMENT ADDENDUM J

VETFRAN AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the "Amendment") is made and entered into this _____ day of _____, 20__, by and between MAIDPRO FRANCHISE CORPORATION, a Massachusetts corporation, with its principal place of business at 77 North Washington Street, Boston, Massachusetts (hereinafter "Franchisor"), and _____, a _____ with its _____ at _____ (hereinafter "Franchisee").

WITNESSETH

WHEREAS, Franchisor and Franchisee desire to enter into a Franchise Agreement of even date herewith with respect to the operation of a business which provides on-location residential and commercial cleaning and other related services (hereinafter "the Franchise Agreement");

WHEREAS, Franchisor and Franchisee have agreed to amend the Franchise Agreement as set forth herein to provide certain discounts to Franchisee based upon Franchisee's (or Franchisee's owner's) status as a United States Veteran as a condition to entering into the Franchise Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Section 7(a) of the Franchise Agreement is hereby amended by adding the following provision to that section:

"Based upon the status of Franchisee, where Franchisee is an individual, or the status of Franchisee's owner where Franchisee is a business entity, as a Veteran of a branch of the United States armed forces, Franchisor hereby reduces Franchisee's Initial Franchise Fee by Three Thousand Dollars (\$3,000.00)."

2. Section 7(c) of the Franchise Agreement is hereby amended by adding the following provision to that section:

"Based upon the status of Franchisee, where Franchisee is an individual, or the status of Franchisee's owner where Franchisee is a business entity, as a Veteran of a branch of the United States armed forces, Franchisor hereby reduces Franchisee's Continuing Royalty by One Hundred Dollars (\$100.00) per month for the Initial Term of the Franchise Agreement."

3. Except as specifically amended above, all other provisions of the Franchise Agreement remain in full force and effect.
4. If there is a conflict between this Amendment and the Franchise Agreement, this Amendment will prevail.

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the day and year first above written.

WITNESS:

MAIDPRO FRANCHISE CORPORATION

By: _____

Mark Kushinsky, CEO

WITNESS:

FRANCHISEE

By: _____

EXHIBIT D

SPECIFIC STATE ADDENDA AND RIDERS

ADDENDUM TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF CALIFORNIA

- A. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
- B. NO PERSON IN ITEM 2 OF THE FDD IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OF ANY NATIONAL SECURITIES ASSOCIATION OR NATIONAL SECURITIES EXCHANGE, AS DEFINED IN THE SECURITIES EXCHANGE ACT OF 1934, 15 U.S.C.A. 78A ET SEQ., SUSPENDING OR EXPELLING SUCH PERSONS FROM MEMBERSHIP IN SUCH ASSOCIATION OR EXCHANGE.
- C. CALIFORNIA BUSINESS AND PROFESSIONS CODE 20000 THROUGH 20043 PROVIDES RIGHTS TO THE FRANCHISEE CONCERNING TERMINATION OR NON-RENEWAL OF A FRANCHISE. IF THE FRANCHISE AGREEMENT CONTAINS A PROVISION THAT IS INCONSISTENT WITH THE LAW, THE LAW WILL CONTROL."
- D. THE FRANCHISE AGREEMENT PROVIDES FOR TERMINATION UPON BANKRUPTCY. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER FEDERAL BANKRUPTCY LAW. (11 U.S.C.A. SEC. 101 ET SEQ.).
- E. THE FRANCHISE AGREEMENT CONTAINS A LIQUIDATED DAMAGES CLAUSE. UNDER CALIFORNIA CIVIL CODE SECTION 1671, CERTAIN LIQUIDATED DAMAGES CLAUSES ARE UNENFORCEABLE.
- F. THE FRANCHISE AGREEMENT REQUIRES BINDING ARBITRATION. THE ARBITRATION WILL OCCUR IN BOSTON MASSACHUSETTS WITH THE COSTS BEING BORNE BY THE FRANCHISEE. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.
- H. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.
- I. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS, CONCERNING THE CONTENTS OF THIS WEBSITE MSY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov.

In recognition of the California Franchise Investment Law, Cal. Bus. & Prof Code § 31000, et seq., and the California Franchise Relations Act, Cal. Corp. Code § 20000, et seq., the Franchise Disclosure Document for MaidPro Franchise Corporation offering franchises under the "MaidPro" mark for use in the State of California shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

If you execute a general release, in a form prescribed by the Franchisor, of any and all claims against the Franchisor and its affiliates, and their respective officers, directors, agents, and employees, the release must exclude such claims that you may have that have arisen under the California Franchise Investment Law or the California Franchise Relations Act.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution", shall be amended by adding the following disclosure:

The California Franchise Relations Act provides to franchisees additional rights concerning non-renewal. Notice of intention by the Franchisor not to renew a franchise agreement must be given at

least 180 days prior to the expiration of the franchise agreement. In the event that any of the provisions of a franchise agreement conflict with the statute, the conflicting provisions will be considered invalid.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

The California Franchise Relations Act provides to franchisees additional rights concerning termination. A franchise may be terminated only for good cause, and franchisees must be given notice of default and a reasonable opportunity to cure defects (except for certain defects, as specified in the statute, which require no notice or cure). In the event that any of the provisions of a franchise agreement conflict with the statute, the conflicting provisions will be considered invalid.

4. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

Your execution of a general release under seal, in a form satisfactory to the Franchisor of any and all claims against the Franchisor and its officers, directors, shareholders and employees, in their corporate and individual capacities, including, any and all claims, whether arising under federal, state or local laws, rules or ordinances as a condition to transfer must exclude those such claims as the transferor may have that have arisen under the California Franchise Investment Law or California Franchise Relations Act.

5. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

Covenants not to compete upon termination or expiration of the Franchise Agreement are not enforceable under California Law, except in limited circumstances. The Franchisor does not know whether the foregoing covenants are enforceable under California Law.

6. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

The Franchise Agreement requires application of the law of the State of Massachusetts. This provision may not be enforceable under California law.

AMENDMENT TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the California Franchise Investment Law, Cal. Bus. & Prof. Code § 31000 et seq., and the California Franchise Relations Act, Cal. Corp. Code § 20000 et seq., the parties to the attached Franchise Agreement (the “Agreement”) agree as follows:

1. Sub-Section 20 (d) (7) of the Agreement, under the heading “Assignment by Franchisee” shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

You shall execute a general release under seal, in a form satisfactory to us, of any and all claims against us and our officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

2. A new Sub-Section 15(d) of the Agreement, under the sub-heading “Termination in California” shall be added, as follows:

To the extent that the provision of this Paragraph 15 regarding termination are inconsistent with the requirements of the California Franchise Relations Act, the termination provisions are superseded by the Act's requirements and shall have no force or effect.

3. A new Sub-Section 25(k) of the Agreement, under the sub-heading “Application of Covenants in California” shall be added as follows:

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

4. A new Sub-Section 26(l) of the Agreement shall be added as follows:

The Agreement requires binding arbitration in Massachusetts. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT ARE SUBJECT TO
THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987.

Franchise Disclosure Document for MaidPro Franchise Corporation for use in the State of Illinois shall be amended as follows:

A. Item 17(f) is amended to provide that, the conditions under which we may terminate the Franchise Agreement may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

B. Item 17(I) is amended to provide that, your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

C. Include the following paragraphs at the end of Item 17 chart:

Illinois Law will govern any franchise agreement if: (a) the offer of the franchise is made or accepted in Illinois and franchise is or will be located in Illinois; or (b) the franchisee resides in Illinois

The franchise agreement will become effective on its acceptance and signing by us in the State of Massachusetts. The franchise agreement will be interpreted and construed under the substantive laws of the Commonwealth of Massachusetts, except to the extent governed by the Illinois Franchise Disclosure Act or the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C., Sections 1051 et seq.). However, any condition of the franchise agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois, provided that the franchise agreement may provide for arbitration in a forum outside of Illinois.

AMENDMENT TO MAIDPRO FRANCHISE CORP.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1997 (the "Act"), the parties to the attached MaidPro Franchise Corporation Franchise Agreement (the "Agreement") agree as follows:

1. Section 15 of the Agreement under the heading "Termination of the Franchise", shall be supplemented by the following new subparagraph 15 (d) entitled "Termination Rights under Illinois Law:

The conditions under which this franchise can be terminated and the parties' rights on termination may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

2. Section 26 of the Agreement entitled "Binding Arbitration" shall be supplemented by the addition of two final paragraphs as follows:

EXCEPT TO THE EXTENT THIS AGREEMENT OR ANY PARTICULAR DISPUTE IS GOVERNED BY THE U.S. TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. § 1051 AND THE SECTIONS FOLLOWING IT) OR OTHER FEDERAL LAW OR ILLINOIS LAW, THIS AGREEMENT AND THE FRANCHISE ARE GOVERNED BY MASSACHUSETTS LAW. ALL MATTERS RELATING TO ARBITRATION ARE GOVERNED BY THE FEDERAL ARBITRATION ACT.

References to any law or regulation also refer to any successor laws or regulations and any impending regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

YOU AND WE CONSENT AND IRREVOCABLY SUBMIT TO THE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN SUFFOLK COUNTY, MASSACHUSETTS, EXCEPT FOR MATTERS COMING UNDER ILLINOIS LAW, AND WAIVE ANY OBJECTION TO THE JURISDICTION AND VENUE OF SUCH COURTS. THE EXCLUSIVE CHOICE OF JURISDICTION DOES NOT PRECLUDE THE BRINGING OF ANY ACTION BY THE PARTIES OR THE ENFORCEMENT BY THE PARTIES IN ANY JUDGMENT OBTAINED IN ANY SUCH JURISDICTION, IN ANY OTHER APPROPRIATE JURISDICTION OR THE RIGHT OF THE PARTIES TO CONFIRM OR ENFORCE ANY ARBITRATION AWARD IN ANY APPROPRIATE JURISDICTION.

3. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void."

4. Except as provided herein, the Franchise Agreement will be construed and enforced according to its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

Registration of this franchise with the State does not mean that the State recommends it or has verified the information in this Disclosure Document. If you learn that anything in this Disclosure Document is untrue, contact the Federal Trade Commission and the State Administrator for this State listed in Exhibit A.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE SET THOSE SETFORTH IN THIS PROSPECTUS.

THIS DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS DISCLOSURE DOCUMENT AND ALL CONTRACTS AND AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

ALTHOUGH THESE FRANCHISES HAVE BEEN ACCEPTED FOR FILING SUCH FILING UNDER GENERAL BUSINESS LAW, ARTICLE 33 OF THE STATE OF NEW YORK DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE NEW YORK STATE DEPARTMENT OF LAW THAT THE INFORMATION PROVIDED IN THIS AGREEMENT IS TRUE. THE DEPARTMENT'S REVIEW DID NOT INCLUDE A DETAILED EXAMINATION OF THE MATERIALS SUBMITTED. A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT MAY CONSTITUTE A VIOLATION OF BOTH FEDERAL AND STATE LAW, AND SHOULD BE REPORTED TO BOTH FEDERAL TRADE COMMISSION, WASHINGTON, DC 20580 AND THE NEW YORK STATE DEPARTMENT OF SECURITIES, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, NEW YORK, NY 10271.

GENERAL BUSINESS LAW, ARTICLE 33 OF THE STATE OF NEW YORK MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE A COPY OF THE OFFERING PROSPECTUS, TOGETHER WITH A COPY OF THE FRANCHISE AGREEMENT AT THE EARLIER OF (A) THE FIRST PERSONAL MEETING BETWEEN THE FRANCHISE OR ITS AGENT AND THE PROSPECTIVE FRANCHISEE, (B) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE EXECUTION OF A BINDING FRANCHISE OR OTHER AGREEMENT OR (C) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE RECEIPT OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF A FRANCHISE.

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: SECRETARY OF THE STATE OF NEW YORK, ONE COMMERCE PLAZA, 99 WASHINGTON AVENUE, ALBANY, NY 12231.

Amendments to Item 3 of the FDD:

Except as stated in Item 3 of the prospectus, Neither MaidPro, nor any person or franchise sales agent identified in Item 2 of the prospectus, have any actions required to be disclosed pursuant to 13 NYCRR 200.4(iii), Item 3:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations. In addition, include pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or is subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Amendments to Item 4 of the FDD:

Neither the franchisor, its affiliate, its predecessor nor its officers has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed pursuant to 13 NYCRR 200.4(iii), Item 4:

- (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;
- (b) obtained a discharge of its debts under the bankruptcy code; or
- (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

The introduction to Item 17 is amended to read as follows:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE

RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

The Summary column of Item 17d is amended to read: “The franchisee may terminate the Agreement on any grounds available by law.”

The Summary column of Item 17w is amended to add the following: The foregoing Choice of Law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33.”

THIS NEW YORK ADDENDUM APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF NEW YORK OR LOCATE THEIR FRANCHISES IN NEW YORK.

ADDENDUM TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

Amendments to Item 17 of the Disclosure Document:

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

AMENDMENT TO
MAIDPRO FRANCHISE CORPORATION
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

THIS AMENDMENT (the “**Amendment**”) is effective as of _____, 20_ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20_ (the “**Agreement**”), between **MAIDPRO FANCHISE CORPORATION** (the “**we,**” “**us,**” “**our**” or “**Franchisor**”) with its principal office at 77 North Washington Street, Boston, MA 02114, and (“**you,**” “**your**” or “**Franchisee**”), whose mailing address is _____

The Franchise Agreement is amended by the addition of the following provisions and the parties agree to these amendments:

Section 2 (d) (iv) of the Franchise Agreement says that MaidPro may require you to sign a general release of claims as a condition of renewal or transfer of your franchise. Under Maryland law (COMAR 02.02.08.16L), this condition will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Under Section 35 of the Franchise Agreement, you are required to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland franchise law. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Therefore, these agreements should be considered amended to state that the representations are not intended to nor do they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Section 4-216(c) (25) of the Maryland Franchise Registration and Disclosure Law requires a franchisor to file an irrevocable consent to be sued in Maryland. Section 26 of the Franchise Agreement contains provisions requiring a franchisee filing any litigation against the franchisor to agree to file the litigation only in the State of Massachusetts. Accordingly, the Franchise Agreement is amended to permit a franchisee to bring litigation in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within three years after the franchise is granted.

Section 15 (c) (vii) of the Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the day and year first above written.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

Subscribed and sworn to before me
this _____ day of _____, 20__

Notary Public

_____ County, _____

My Commission expires: _____

ADDENDUM TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON

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

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

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

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

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

The undersigned does hereby acknowledge receipt of this addendum

Dated this ____ day of _____, 20_.

MaidPro Franchise Corporation

Prospective Franchisee

ADDENDUM TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF INDIANA

In recognition of the Indiana Franchise Law, Title 23, Article 2, Chapter 2.5 Sections 1 through 51, the Franchise Disclosure Document for MaidPro Franchise Corporation offering franchises under the "MAIDPRO" mark for use in the State of Indiana shall be amended as follows:

1. Item 17(c), pertaining to "Requirements for you to Renew or Extend" your Franchise Agreement, is hereby amended by adding the following paragraph:

"Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve MAIDPRO from liability imposed by Indiana State Code 23-2-2.7.

2. Item 17(m) pertaining to requirements for approval of transfer, is hereby amended by adding the following:

"Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve MAIDPRO from liability imposed by Indiana State Code 23-2-2.7.

3. Item 17(r), pertaining to the post-termination non-competition covenants, is hereby amended by adding the following paragraph:

"The post-termination covenant not to compete complies with Indiana State Code 23-2-2.7-1(9) which prohibits MAIDPRO from prohibiting you from competing for a period longer than 3 years or in an area greater than the exclusive area contained in your agreement."

4. Item 17(t), pertaining to the integration/merger clause, is hereby amended by adding the following paragraph:

"Notwithstanding anything to the contrary contained in your agreement, you do not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Franchise Disclosure Document."

5. Item 17(v), pertaining to the choice of forum, is hereby amended by adding the following paragraph:

"Choice of forum in any jurisdiction other than Indiana is prohibited under IC 23-2-2.7-1(10). MAIDPRO may not require that you agree to participate in any form of alternative dispute resolution other than arbitration before an independent arbitrator."

6. Item 17(w), pertaining to the choice of law, is hereby amended by adding the following paragraph:

"The choice of Massachusetts law shall be subject to the superceding provisions in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7."

AMENDMENT TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF INDIANA

In recognition of Indiana Deceptive Franchise Practices Law, §§ IC 23-2-2.7. the parties to the attached MAIDPRO Franchise Agreement (the "Agreement") agree as follows:

1. Section 27 of the Agreement, under the heading "Indemnification", shall be supplemented by the addition of the following sentence:

"In no event shall this indemnification apply to liability caused by your proper reliance on or use of procedures or materials provided by MAIDPRO or because of MAIDPRO's negligence."

2. Section 25 of the Agreement, under the heading "Covenants Not To Compete", Section 26 of the Agreement, under the heading "Binding Arbitration", Section 33 of the Agreement, under the heading "Damages and Jury Trial", and Addendum F of this Agreement "Guaranty Agreement" shall each be supplemented by the addition of the following paragraph:

"The reservation of rights by MAIDPRO to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). You cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights with regard to the Agreement is prohibited under IC 23-2-2.7-1(5)."

3. Section 2 of the Agreement, under the heading "Term" and Section 20 of the Agreement, under the heading "Assignment by Franchisee", shall be supplemented by the addition of the following sentence:

"You cannot be required to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve MAIDPRO from liability under Indiana Code 23-2-2.7."

4. Section 35 of the Agreement, under the heading "Miscellaneous", shall be supplemented by the addition of the following sentence:

"Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Franchise Disclosure Document."

5. Section 26 of the Agreement, under the heading "Binding Arbitration", shall be supplemented by the addition of the following paragraph:

"Notwithstanding anything to the contrary in this provision, venue for any cause of action brought under this Agreement shall be in Indiana pursuant to IC 23-2-2.7-1(10). Notwithstanding anything to the contrary in this provision, the choice of law for any cause of action brought under this Agreement shall be subject to any superceding provisions contained in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7. You shall be permitted to bring actions arising under IC 23-2-2.5 at any time within 3 years from the date of violation pursuant to IC 23-2-2.7-7."

IN WITNESS WHEREOF, the parties intending to be bound legally have fully executed, sealed and delivered this Amendment to the Agreement as of the day and year contained in the Agreement.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

Franchise Disclosure Document for MaidPro Franchise Corporation for use in the State of Minnesota shall be amended as follows:

Cover Page:

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

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

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT ARE SUBJECT TO THE MINNESOTA FRANCHISE ACT.

1. Item 13, Trademarks, shall be amended by the addition of the following paragraph:

"In compliance with Minn. Stat. ' 80C.14, Subd. 1(g), MAIDPRO will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

2. Item 17, Renewal, Termination, Transfer and Dispute Resolution, the following language shall be amended by adding the following:

"Minnesota Franchise Act, Minn. Stat. ' 80C.21, and Minn. Rule 2860.4400(J) prohibit MAIDPRO from requiring arbitration and litigation to be conducted outside Minnesota. In addition, nothing in this Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including specifically Chapter 80C.17, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

3. Item 17, Renewal, Termination, Transfer and Dispute Resolution, shall be amended by the addition of the following paragraphs at the conclusion of the Item 17:

"You will execute a general release, in a form prescribed by MAIDPRO, of any and all claims against MAIDPRO, its affiliates, and their respective officers, directors, agents and

employees, excluding only such claims as you may have that has arisen under the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

"Notwithstanding the foregoing, your rights regarding renewal may be determined by applicable provisions of the Minnesota Franchise Act, Minn. Stat. ' 80C.14, and Minnesota Rule ' 2860.4400(M)."

"The transferor's execution of a general release under seal, in a form satisfactory to MAIDPRO, of any claims against MAIDPRO and its officers, directors, shareholders and employees, in their corporation and individual capacities, excluding only such claims as you may have that have arisen under the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

"To the extent that the above provisions regarding termination are inconsistent with the requirements of the Minnesota Franchise Act, Minn. Stat. ' 80C.14 and Minn. Rules 2860.4400(E) and (F) (which, among other things, grant you the right, in most circumstances, to at least 90 days' prior written notice of termination, with 60 days to cure, and reason thereof, which must, in any case, be for good cause), the above termination provisions will be superseded by the Act's requirements and will have no force or effect."

AMENDMENT TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Minnesota Statutes, ' ' 80C.01 - 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Commissioner of Commerce, the parties to the attached MaidPro Franchise Corporation Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term", shall be supplemented by the addition of a new final paragraph as follows:

"Notwithstanding the foregoing, your rights regarding renewal may be determined by applicable provisions of the Minnesota Franchise Act, Minn. Stat. ' 80C.14 and Minn. Rules ' 2860.4400(M)."

2. Section 14 of the Agreement entitled "Licensed Marks and Proprietary Information" shall be supplemented by the addition of the following language:

"Franchisor will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

3. Section 20(d)(7) of the Agreement under the heading "Assignment by Franchisee", shall be supplemented by the addition of the following language at the end of the paragraph:

"excluding only such claims as you may have that have arisen under the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

4. Section 15 of the Agreement under the heading "Termination of the Franchise", shall be supplemented by the following new subparagraph 15 (d) entitled "Termination Rights under Minnesota Law:

"Minnesota law provides you with certain termination, non-renewal and transfer rights. Minn Stat. ' 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of this Agreement, and that consent to transfer of the franchise may not be unreasonably withheld."

5. Section 26 of the Agreement entitled "Binding Arbitration" shall be supplemented by the addition of two final paragraphs as follows:

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

"Minnesota Franchise Act, Minn. Stat. ' 80C.21, and Minn. Rule 2860.4400(J) prohibit Franchisor from requiring arbitration or litigation to be conducted outside Minnesota. In addition, nothing in this Franchise Agreement can abrogate or reduce any of your rights as

provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. This includes Section 80C.17, subd. 5, which provides that no action may be commenced pursuant to this section more than 3 years after the cause of action accrues."

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF RHODE ISLAND

In recognition of the Rhode Island Franchise Investment Act, as amended, the Franchise Disclosure Document for MaidPro Franchise Corporation for use in the State of Rhode Island shall be amended as follows:

1. Item 17, “Renewal, Termination, Transfer and Dispute Resolution” shall be amended by the addition of the following paragraph:

“If you are a franchisee in Rhode Island, then the choice of law and venue provisions of your Franchise Agreement will not be enforceable.”

AMENDMENT TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the Rhode Island Franchise Investment Act, as amended, the parties to the attached MaidPro Franchise Corporation Franchise Agreement (the "Agreement") agree as follows:

1. Section 26 of the Agreement, under the heading "Binding Arbitration", shall be amended to add the following:

"Provided that the Rhode Island Franchise Investment Act or a successor law should void a choice of law provision enforcing the laws of a jurisdiction other than Rhode Island or void a venue provision which restricts jurisdiction outside of Rhode Island, then all references to choice of law and/or venue shall read "Rhode Island."

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully executed, sealed and delivered this Amendment to the Agreement as of the day and year contained in the Agreement.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

ADDENDUM TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WISCONSIN

Franchise Disclosure Document for MaidPro Franchise Corporation for use in the State of Wisconsin shall be amended as follows:

Cover Page:

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

THE WISCONSIN FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 10 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 10 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENTS ARE SUBJECT TO THE WISCONSIN FRANCHISE INVESTMENT LAW.

1. Item 17, Renewal, Termination, Transfer and Dispute Resolution, shall be amended by the addition of the following paragraphs at the conclusion of the Item 17 disclosures:

"To the extent that the provisions regarding renewal described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice of termination and 60 days within which to remedy any claim deficiencies), the renewal provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."

"To the extent that the provisions regarding termination described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claim deficiencies), the termination provision will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."

"Covenants not to compete during the term of and upon termination or expiration of a Franchise Agreement are enforceable only under certain conditions according to Wisconsin Law."

AMENDMENT TO MAIDPRO FRANCHISE CORPORATION
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WISCONSIN

In recognition of the Wisconsin Fair Dealership Law, Wisconsin Statutes, §§ 135.01 -135.07, the parties to the attached MaidPro Franchise Corporation Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term", shall be supplemented by the addition of a new final paragraph as follows:

"To the extent that the provisions of § 2 regarding renewal are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claims deficiencies), said renewal provision will be superseded by the requirement of the Wisconsin Fair Dealership Law and will have no force or effect."

2. Section 15 of the Agreement under the heading "Termination of the Franchise", shall be supplemented by the following new subparagraph 15 (d) entitled "Termination Rights under Wisconsin Law:

"To the extent that the provision of § 15 regarding termination are inconsistent with requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances to 90 days prior written notice of termination and 60 days within which to remedy any claimed deficiencies), said termination provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

ADDENDUM TO THE
MAIDPRO FRANCHISE CORPORATION
SOUTH DAKOTA DISCLOSURE DOCUMENT

1. The Summary column of Item 17 Paragraph (g) of this Disclosure Document is modified by adding the following at the end of the sentence:

“Under South Dakota law, termination provisions covering breach of the franchise agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and franchise agreement must afford a franchisee thirty (30) days written notice with an opportunity to cure the default prior to termination.”

2. The Summary column of Item 17 Paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of South Dakota, except in certain instances as provided by law.”

3. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

“except that matters coming under the South Dakota Law will be submitted to arbitration in a mutually agreeable location.”

4. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

Except for matters coming under the South Dakota Law, litigation and arbitration must be in Massachusetts.

5. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

The law of South Dakota governs.*

AMENDMENT TO
MAIDPRO FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR USE IN SOUTH DAKOTA

This Rider is entered into this _____, 20__ (the “**Effective Date**”), between MAIDPRO FRANCHISE CORPORATION, a Massachusetts corporation, with its principal business address at 77 North Washington Street, Boston MA 02114 (“**we**,” “**us**,” “**our**” or “**Franchisor**”), and _____, whose principal address is

(referred to in this Rider as “**you**,” “**your**” or “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

- 1. Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.
- 2. Grant of Successor Franchise.** You are not required to sign a general release as to any matters coming under the South Dakota Law.
- 3. Post-Term Competitive Restrictions.** Post-effective Covenants not to compete, such as those mentioned in Section 25, are generally unenforceable in the State of South Dakota, except in certain instances provided by law.
- 4. Jurisdiction.** All matters coming under the South Dakota Law may be brought in the courts of South Dakota.
- 5. Waiver of Punitive Damages.** The first sentence in Section 33 of the Agreement is deleted in its entirety.
- 6. Limitation of Claims.** The statute of limitations under South Dakota Law applies to all matters coming under South Dakota Law.
- 7. Governing Law.** This Agreement will be governed by South Dakota Law.
- 8. Waiver of Jury Trial.** The last sentence in Section 33 of the Agreement is deleted in its entirety.
- 9. Arbitration.** All matters being arbitrated under South Dakota Law may be brought in a location agreeable to both the Franchisor and the Franchisee.

10. Termination. The following is added as Section 15(d) of the Agreement: You will have 30 days written notice with an opportunity to cure prior to termination for the following: breach of the franchise agreement, failure to meeting performance and quality standards and failure to make royalty payments.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

ADDENDUM TO THE
MAIDPRO FRANCHISE CORPORATION
NORTH DAKOTA DISCLOSURE DOCUMENT

1. The Summary column of Item 17 paragraph (c) of this Disclosure Document is modified to read as follows:

“Give us at least 90 days notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, sign a release (except for matters coming under the North Dakota Franchise Investment Law (the “North Dakota Law”).”

2. The Summary column of Item 17 Paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

“Any requirement that you must consent to termination or liquidated damages may not be enforceable under North Dakota Franchise Investment Law.”

3. The Summary column of Item 17 Paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

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

4. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

“except that matters coming under the North Dakota Law will be submitted to arbitration in a mutually agreeable location.”

5. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

Except for matters coming under the North Dakota Law, litigation and arbitration must be in Massachusetts.

6. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

The law of North Dakota governs.*

AMENDMENT TO
MAIDPRO FRANCHISE CORPORATION
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

This Rider is entered into this _____, 20__ (the “**Effective Date**”), between MAIDPRO FRANCHISE CORPORATION, a Massachusetts corporation, with its principal business address at 77 North Washington Street, Boston MA 02114 (“**we**,” “**us**,” “**our**” or “**Franchisor**”), and _____, whose principal address is _____ (referred to in this Rider as “**you**,” “**your**” or “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date (the “**Agreement**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.
2. **Grant of Successor Franchise.** You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the “North Dakota Law”).
3. **Post-Term Competitive Restrictions.** Post-effective Covenants not to compete, such as those mentioned in Section 25, are generally unenforceable in the State of North Dakota.
4. **Jurisdiction.** All matters coming under the North Dakota Law may be brought in the courts of North Dakota.
5. **Waiver of Punitive Damages.** The first sentence in Section 33 of the Agreement is deleted in its entirety.
6. **Limitation of Claims.** The statute of limitations under North Dakota Law applies to all matters coming under North Dakota Law.
7. **Governing Law.** This Agreement will be governed by North Dakota Law.
8. **Waiver of Jury Trial.** The last sentence in Section 33 of the Agreement is deleted in its entirety.
9. **Arbitration.** All matters being arbitrated under North Dakota Law may be brought in a location agreeable to both the Franchisor and the Franchisee. Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.
10. **Liquidated Damages.** Franchisee’s consent to termination or liquidated damages, such as those mentioned in Section 16, is generally unenforceable under North Dakota Law.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

ATTEST:

Witness

By: _____
Franchisee

EXHIBIT E

FORM OF MUTUAL TERMINATION AND GENERAL RELEASE

FORM OF MUTUAL TERMINATION AND GENERAL RELEASE

THIS MUTUAL TERMINATION AND GENERAL RELEASE is made and entered into this _____ day of _____, _____, by and between MAIDPRO FRANCHISE CORPORATION, a Massachusetts corporation, with its principal place of business at 77 North Washington Street, Boston, Massachusetts (hereinafter, "Franchisor"), and _____ (hereinafter, "Franchisee") located at _____.

WITNESSETH

WHEREAS, Franchisor and Franchisee had entered into an Franchise Agreement dated _____ (hereinafter "Original Franchise Agreement") with respect to the operation of a business which provides on-location residential cleaning services (hereinafter "MaidPro Franchise"); and

WHEREAS, the Franchisor has agreed to Franchisee's purchase of additional territory on the condition that Franchisee enters into Franchisor's then current Franchise Agreement (hereinafter "the New Franchise Agreement") and upon so doing Franchisor and Franchisee agree to mutually terminate the Original Franchise Agreement by signing this Mutual Termination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. It is hereby mutually agreed between the undersigned parties that subject to the terms and conditions of this Mutual Termination and Release, the Original Franchise Agreement is hereby terminated.
2. Franchisee hereby acknowledges that by entering into this Mutual Termination and Release, all of the Franchisee's rights under the Original Franchise Agreement as a MaidPro franchisee are immediately terminated.
3. Effective as of the date hereof and to the extent allowed by applicable law, Franchisee, for itself and its beneficiaries, attorneys, representatives, successors, heirs and assigns (collectively hereinafter the "Franchisee Parties") hereby waives, releases and forever discharges Franchisor and its shareholders, beneficiaries, officers, partners, directors, employees, attorneys, representatives, successors, heirs and assigns, jointly and severally, from all demands, actions, causes of action, suits, proceedings, covenants, claims, executions, judgments, losses, damages, penalties, obligations and liabilities whatsoever (collectively "Claims or Suits"), of every nature, kind, type, or description, in law or in equity, directly or indirectly arising out of, resulting from or relating to the Original Franchise Agreement or the performance of the obligations of the parties thereto whether known, unknown, direct, indirect, absolute, contingent, disclosed or undisclosed that Franchisee has or ever had against Franchisor. It is the express intention of the parties hereto that this release be as broad as permitted by law.
4. Franchisee intends this Release to acquit and forever fully discharge Franchisor and any parent or direct or indirect subsidiary thereof, any division or affiliate, and its or their respective officers, directors, employees, agents, representatives, successors and assigns, and each of them.
5. This Mutual Termination and Release and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

6. This Mutual Termination and Release shall be binding upon Franchisees and its or their heirs, legal representatives, successors and assigns, and upon Franchisor and its successors and assigns.

7. This Mutual Termination and Release may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute on and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first written above.

ATTEST:

MaidPro Franchise Corporation

Witness

By: _____
Franchisor

ATTEST:

Witness

By: _____
Franchisee

Applicable to Maryland Residents Only: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law

EXHIBIT F

LIST OF CURRENT AND FORMER FRANCHISEES

Alabama

Bill & Marilyn Collier
2531 Meadowview Lane Suite D
Birmingham, AL 35124
205-358-1800

Ashlee Elam
2050 Beltline Rd SW Suite 5
Decatur, AL 35601
256-724-6166

Arizona

Peter Turner
9192 W. Cactus Road # C
Peoria, AZ 85381
623-846-7900

Kathryn Ward
4517 No. 12th St.
Phoenix, AZ 85014
602-279-7900

Peter Turner
3375 E. Shea Blvd.
Phoenix, AZ 85028
602-765-1964

Paula Wojtcuk
610 N. Gilbert Road #101
Gilbert, AZ 85234
(480) 658-2877

California

Doug & Brian Van Lente
313 Judah St Suite 3
Roseville, CA 95678
916-791-1100

Gloria Wong
6500 Dublin Blvd Suite 217
Dublin, CA 94568
(925) 587-5330

Gina Frizzi
1860 Bascom Ave.
Campbell, CA 95008
408-377-3800

Bill Briscoe
22971 Triton Way, Suite F
Laguna Hills, CA 92653
949-699-6993

Michael Hildebrand
1960 Chicago Ave.
Riverside, CA 92507

951-784-8200

Vaughn Nguyen
325 W 6th Street
Corona, CA 92882
951-898-0051

Alton Wong
1550 Bryant Street Suite 154
San Francisco, CA 94103
415-624-3776

Vaughn Nguyen
500 E Lincoln Ave
Orange, CA 92865
714-276-2002

Edward & Kristine Kennedy
27488 Enterprise Circle West #2
Temecula, CA 92590
951-506-6100

Colorado

Denise & Pat Strong
220 Main Street Unit C
Windsor, CO 80550
970-674-7990

Matt Sherman
2223 South Monaco Parkway Suite E5
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Kathryn Ward
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813-903-8000

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863-683-3300

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727- 819-2484

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904-296-0057

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561-684-6556

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407-351-8889

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239-437-5520

Kathryn Boyce
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Orlando, FL 32817
407-281-4900

Chris & Rosario Whittemore
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Orlando, FL 32832
407-434-0234

Brian & Lorraine Parkhurst
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Melbourne, FL 32935
888-624-3776

Eduardo & Jacqueline Mareovich
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St. Johns, FL 32259
904-494-6070

Jorge & Ivannia Rodriguez
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678-242-0040

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MaidPro, Inc.
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617-742-8080 (Affiliate Owned)

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Tyngsborough, MA 01879
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Lily Carson
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Gloria Sullivan
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Omar Ahmed
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Aden Mohamud
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Mike McCrae & Dave Buckler
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Mike McCrae & Dave Buckler
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(Nova Scotia)

Matt & Tanya Hazelwood
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(Ontario)

Nagy Guindy
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Burlington, ON L7L 5V2
(905) 332-4080

List of Terminated Franchisees as of December 31, 2012:

Termination:

Hawaii

Wendy Awai
98-027 Hekaha Street #43
Aiea, HI 96701
808-484-5990

Transfers:

Pennsylvania

Transfer

Stacey Foran
3637 Washington Road
McMurray, PA 15317
724-942-0356

Illinois

Transfer

Susan Burke
401 N. Riverside Drive # 23
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847- 662-6243

EXHIBIT G

**MAIDPRO FRANCHISE CORPORATION
CONVERSION FRANCHISE AGREEMENT**

This Conversion Agreement ("this Agreement") is made and entered into this _____ day of _____, 20_____, between MAIDPRO FRANCHISE CORPORATION, a Massachusetts corporation, with its principal place of business at 77 North Washington Street, Boston, Massachusetts (hereinafter, "Franchisor"), and _____ whose principal address is _____, an individual/business entity organized in the State of _____ (hereinafter, "Conversion Franchisee")

WITNESSETH:

WHEREAS, Franchisor and Conversion Franchisee have simultaneously herewith entered into a certain Franchise Agreement whereby Conversion Franchisee is granted a franchise to operate a MaidPro Franchised Business, to use Franchisor's Marks, and to utilize Franchisor's System in connection therewith;

WHEREAS, Conversion Franchisee has submitted an application to Franchisor seeking permission to become a Conversion Franchisee of Franchisor and Franchisor has approved such application;

WHEREAS, Conversion Franchisee presently owns and operates a business providing on-location residential and/or commercial cleaning services similar, if not identical, to those offered by MaidPro Franchised Businesses from a location approved by Franchisor and has done so for a period of not less than six (6) continuous months; and further, Conversion Franchisee represents and acknowledges that it has met Franchisor's standards and qualifications to be classified as a "Conversion", and upon reliance on Conversion Franchisee's representation to Franchisor of such, Franchisor approves of such conversion classification;

WHEREAS, Conversion Franchisee will operate a(n) (choose one)

_____ Select Market Franchised Business, Conversion Franchisee represents and acknowledges that during the immediately preceding six (6) months of business operations, its business has generated in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) but less than SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) in sales;

_____ Enterprise Market Franchised Business, Conversion Franchisee represents and acknowledges that during the immediately preceding six (6) months of business operations, its business has generated in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) in sales;

WHEREAS, Conversion Franchisee has represented and acknowledged that it does not operate under a franchise agreement, licensing agreement, or a prescribed marketing plan or system of another company and is not subject to any agreements limiting or restricting Conversion Franchisee's ability to conduct said business;

WHEREAS, Conversion Franchisee acknowledges that by becoming a Franchisee of Franchisor it will be subject to covenants against competition, confidentiality agreements and standards of performance and quality which otherwise would not attach to its business operations; and

WHEREAS, Franchisor desires to grant to Conversion Franchisee a franchise upon the terms and subject to the conditions hereof and subject to the terms and conditions of the Franchise Agreement executed simultaneously herewith.

NOW, THEREFORE, THE PARTIES, IN CONSIDERATION OF THE UNDERTAKINGS AND COMMITMENTS OF EACH PARTY TO THE OTHER SET FORTH IN THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are incorporated herein by reference.

2. INCORPORATION OF TERMS OF FRANCHISE AGREEMENT

- a. This Agreement shall amend and supplement the Franchise Agreement simultaneously executed by the parties herein. The terms, covenants, and conditions of this Agreement are incorporated into the Franchise Agreement, and with respect to any conflict between the two (2) agreements, the terms of this Agreement shall be controlling with respect to the subject matter thereof.
- b. Except as expressly set forth in this Agreement, the rights, duties and obligations of the parties with respect to the MaidPro Franchised Business shall be the same as the rights, duties, and obligations of the parties with respect to the Franchised Business described in the Franchise Agreement.

3. INITIAL FRANCHISE FEE

In consideration for the franchise granted herein, Franchisor shall waive the initial franchise fee of (choose one)

_____ Seven Thousand Nine Hundred Dollars (\$7,900.00) for a Select Market Franchised Business and Conversion Franchisee shall not pay any initial franchise fee but Conversion Franchisee shall pay eighty-five cents (\$0.85) per each qualified household purchased over nine thousand (9,000) qualified households.

_____ Twenty One Thousand Five Hundred Dollars (\$21,500.00) for an Enterprise Market Franchised Business and Conversion Franchisee shall not pay any initial franchise fee but Conversion Franchisee shall pay eighty-five cents (\$0.85) per each qualified household purchased over twenty-five thousand (25,000) qualified households.

4. CONTINUING ROYALTY FEE

Conversion Franchisee shall not pay any royalty fee on Conversion Franchisee's existing customers as of the date the Franchise Agreement is signed by Conversion Franchisee. On all other customers and business, Conversion Franchisee shall pay the royalty provided for in the Franchise Agreement.

5. CONVERSION OF FRANCHISEE'S BUSINESS TO THE MAIDPRO SYSTEM

- a. Prior to the execution of the Franchise Agreement and this Conversion Agreement, Conversion Franchisee shall have furnished to Franchisor, in conjunction with its application to be accepted as a MaidPro Conversion Franchisee, information pertaining to the existing site of Conversion Franchisee's business. Such information includes, but is not limited to, a map and written description of the existing site; demographic and population information relating to the local market; photographs and architectural plans of the existing location; the lease for the location; and, such other information as Franchisor in its sole discretion deems appropriate.
- b. Prior to the commencement of operation of the Franchised Business, Conversion Franchisee must remove all materials, furniture, fixtures, signs and equipment which do not conform with the MaidPro System; are not approved by Franchisor; and, which do not meet the standards and specifications prescribed in Franchisor's Confidential Manuals and Videos (as amended from time to time).
- c. Conversion Franchisee understands and hereby acknowledges that every component of the MaidPro System is vital to Franchisor, to other MaidPro franchisees and to the operation of the business franchised hereby, and that compliance with the System is of the essence of this Agreement. Conversion Franchisee shall at all times conduct the Franchised Business hereunder in compliance with the MaidPro System and cease rendering services or using equipment, materials, furniture, fixtures or signs which are not designated by Franchisor to be components of the MaidPro System.
- d. As of the date on which Conversion Franchisee commences operating its business as a MaidPro Franchised Business, Conversion Franchisee shall identify and represent its business as a MaidPro business through the use and display of Franchisor's proprietary marks. During a period of one (1) year from the commencement of business as a MaidPro franchisee, Conversion Franchisee may display, with Franchisor's prior written approval, secondary signage of such size, content and style as is prescribed by Franchisor in its Confidential Manuals, for the purpose of advising the public of the former trade name under which Conversion Franchisee had previously conducted its business. However, on the first anniversary of the commencement of operations as a MaidPro franchisee, or at such later date as the parties may agree, Conversion Franchisee, at its sole cost and expense, shall cease using all references to its prior trade name and carry out its business activities only as a MaidPro franchisee and only under the MaidPro Marks.
- e. As of the date on which Conversion Franchisee commences operating its business as a MaidPro franchisee, Conversion Franchisee shall convert all of its books, accounts, ledgers, customer lists, bookkeeping systems, etc. so as to comply with the standards and specifications of the MaidPro System as is more fully set forth in Franchisor's Confidential Manuals, as amended from time to time.
- f. Unless otherwise approved in writing by Franchisor, Conversion Franchisee shall successfully complete Franchisor's required training program; complete all necessary construction, renovations, or refurbishing; comply with all of Franchisor's standards and specifications with respect to goods, materials, equipment and services; and commence operation of the Franchised Business within sixty (60) days after the execution of the Franchise Agreement and this Conversion Agreement.

6. CONFIDENTIAL INFORMATION AND RESTRICTIVE COVENANTS

- a. Conversion Franchisee acknowledges that notwithstanding the fact that it has operated a business or has been employed in a business of providing on-site residential and/or commercial cleaning services and related activities similar to those offered under the MaidPro System, it covenants and agrees to be bound by the restrictions on the use of confidential information set forth in the Franchise

Agreement. Conversion Franchisee further acknowledges that all information pertaining to customers of Conversion Franchisee prior to the execution of the Franchise Agreement shall be deemed to be “confidential information” as that term is used in the Franchise Agreement.

- b. Conversion Franchisee expressly acknowledges that despite the fact that it had been in the business or has been employed in the business of providing on-site residential and/or commercial cleaning services and related activities prior to becoming a MaidPro franchisee, Conversion Franchisee shall be bound by the in-term and post-term covenants not to compete set forth in the Franchise Agreement and all other applicable post-termination obligations of the Franchise Agreement.

7. ACKNOWLEDGMENTS

Conversion Franchisee acknowledges, warrants and represents to Franchisor that:

- a. It has, for at least six (6) continuous months, owned and operated a business of providing on-site residential and/or commercial cleaning services and related services and offering and providing services similar to those offered through the franchised System.

- b. During the immediately preceding six (6) months of business operations, (choose one)

_____ Conversion Franchisee’s business has generated in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) but less than SEVENTY-FIVE Thousand Dollars (\$75,000.00) in sales.

_____ Conversion Franchisee’s business has generated in excess of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) in sales.

- c. Its business does not operate under either a franchise agreement, licensing agreement, or pursuant to any form of commercial arrangement whereby a third party prescribes a particular marketing plan or system upon its business operations. Furthermore, Conversion Franchisee is not subject to any covenant against competition.
- d. No other person, firm, corporation, or other entity has any right, title or interest in or to Conversion Franchisee’s business; Conversion Franchisee’s business has not been mortgaged, pledged, or assigned; and, there are no judgments, liens, executions or proceedings pending which may alter, decrease or remove Conversion Franchisee’s interest in said business.
- e. Conversion Franchisee acknowledges that the information submitted and the representations made to Franchisor as an inducement for Franchisor to enter into this Conversion Agreement are accurate and truthful.
- f. Conversion Franchisee acknowledges that by virtue of the terms and conditions of the Franchise Agreement and this Conversion Agreement the manner and operation of its business must be in strict compliance with Franchisor’s standards and specifications and furthermore acknowledges that its ability to directly or indirectly engage in any other business which offers or sells services or products which comprise or may in the future comprise a part of the MaidPro System is expressly limited.
- g. Furthermore, Conversion Franchisee expressly acknowledges and understands that this Conversion Agreement amends and supplements the Franchise Agreement and that the terms and conditions of

this Conversion Agreement are incorporated into the Franchise Agreement as though set forth in full therein.

- h. Nothing in this Conversion Agreement or any related agreement is intended to disclaim the representations made in the franchise disclosure document by Conversion Franchisee.

IN WITNESS WHEREOF, the parties hereunder have duly executed, sealed and delivered this Agreement to the Franchise Agreement on the day and year first set forth above.

WITNESS

MAIDPRO FRANCHISE CORPORATION

By: _____
Mark Kushinsky, CEO

WITNESS

CONVERSION FRANCHISEE

Name:
Title:

WITNESS

Name:
Title:

EXHIBIT H

RECEIPT

This Disclosure Document summarizes provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If MaidPro Franchise Corporation offers 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, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If MaidPro Franchise Corporation does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

Franchise Seller: Mark Kushinsky, MaidPro Franchise Corporation, 77 North Washington St, Boston, MA 02114; Telephone: 617-742-8787

Other Sellers: _____
Name/Address/Telephone Number

Other Sellers: _____
Name/Address/Telephone Number

Date of Issuance: March 31, 2011.

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated March 31, 2011 that included the following Exhibits:

- A. Franchisor's Agents for Service of Process and State Franchise Administrators
- B. Financial Statements
- C. Franchise Agreement

ADDENDA

- A. Licensed Marks
- B. Territory Definition
- C. End User License Agreement for MaidPro Software
- D. Confidentiality and Non-Competition Agreement
- E. Franchise Compliance Questionnaire
- F. Guaranty
- G. Transfer of Service Agreement

- H. Electronic Funds Transfer Authorization
 - I. Promissory Note and Security Agreement
 - J. VetFran Amendment to Franchise Agreement
-
- D. State Specific Addenda and Riders
 - E. Form of Mutual Termination and General Release
 - F. List of Current and Former Franchisees
 - G. Conversion Franchise Agreement
 - H. Receipt

Prospective Franchisee Signature: _____

Date: _____

Print Name: _____

KEEP THIS COPY FOR YOUR RECORDS.

EXHIBIT H

RECEIPT

This Disclosure Document summarizes provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If MaidPro Franchise Corporation offers 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, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If MaidPro Franchise Corporation does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

Franchise Seller: Mark Kushinsky, MaidPro Franchise Corporation, 77 North Washington St, Boston, MA 02114; Telephone: 617-742-8787

Other Sellers: _____
Name/Address/Telephone Number

Other Sellers: _____
Name/Address/Telephone Number

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- F. List of Current and Former Franchisees
- G. Conversion Franchise Agreement
- H. Receipt

Prospective Franchisee Signature: _____ **Date:** _____
Print Name: _____

Please sign this copy of the receipt, date your signature, and return it to MaidPro Franchise Corporation, 77 North Washington Street, Boston, MA 02114.