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(12) Bid Module: The Bid Module is the proprietary software that CITY WIDE uses to take building survey data and transform it into a competitive bid used in the sales process.

(13) Technology Development Fees: Technology development fees are incurred from outside vendors for the proprietary software programs required to be used in connection with the Franchised Business (See Note 11 above).

(14) Office Supplies and Stationery: A start-up collateral kit will be supplied to you after you complete your initial training. Additional stationery and marketing collateral must be ordered via CITY WIDE's online ordering portal.

(15) Recruitment Advertising: The range of estimated costs includes newspaper and radio advertising for subcontractor and employee recruiting.

(16) Insurance: You must obtain and maintain the required insurance coverage (See ITEM 9). The cost of insurance will vary based on types and limits of insurance purchased, location of the Franchised Business, terms available and other related factors. The estimate provided is for your insurance deposit.

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

(18) Social Media and Email Marketing: You may be requested to provide content for CITY WIDE's Internet marketing and social media campaigns, and you will be required to use CITY WIDE's chosen email marketing platform to send email campaigns.

(19) Additional Funds: This amount of working capital is projected as sufficient to cover operating expenses for twelve months, including employee salaries and overhead, but excluding salary for an owner operator. However, CITY WIDE cannot guarantee that this amount will be sufficient or that you will not have additional expenses starting the business. CITY WIDE relied on its own experience of more than 15 years in the business, and that of CITY WIDE's Affiliates, to compile these estimates.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Franchise Office and Location

You, CITY WIDE, and CITY WIDE's approved agents will work together to select and secure a Location for your Franchised Business. You must lease a Location that meets CITY WIDE guidelines, subject to CITY WIDE approval (See ITEM 12).

Specifications and Standards

To maintain the high standards of the quality assurance program and ensure compliance with products specifications, we encourage you ~~must~~to purchase, lease, or license any inventory, products,

fixtures, furniture, equipment, signs, stationery, supplies, and other items or services necessary to operate the Franchised Business (“**Approved Supplies**”) from manufacturers, suppliers, and distributors previously approved in writing by CITY WIDE (“**Approved Suppliers**”). All items must conform to current CITY WIDE standards. You must comply with CITY WIDE specifications for brands and types of equipment used in operation of the Franchised Business. From time to time, CITY WIDE will provide you with a list of Approved Suppliers authorized for the Franchised Business (“**Approved Suppliers List**”) and a list of Approved Supplies (“**Approved Supplies List**”). The suggested or mandatory specifications, product lines, standards, operating procedures, and rules required for Locations may also appear in the Operations Manual. CITY WIDE may periodically modify the Operations Manual to reflect changes in the specifications, product lines, standards, operating procedures, and rules. Similarly, CITY WIDE may revise the Approved Suppliers List and Approved Supplies List from time to time in its sole discretion. Any changes to or modifications of the System, the Operations Manual, the Approved Suppliers List, Approved Supplies List, or any standard will be promptly communicated to all Franchisees.

~~You must~~We encourage you to use in the operation of your Franchised Business only those providers and products which are approved by CITY WIDE and listed on the Approved Suppliers List, Approved Supplies List, or in the Operations Manual. CITY WIDE will be the sole approved supplier of bookkeeping services for your Franchised Business for the first six months after you have completed the initial training program.

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

CITY WIDE applies the following general criteria in designating a proposed supplier as an Approved Supplier:

1. Ability to make the product to CITY WIDE quality specifications;
2. Production and delivery capability; ~~and~~
3. [All such items must meet CITY WIDE'S Approved Suppliers standards;](#)
4. ~~3-~~Integrity of the supplier; and

5. CITY WIDE does not currently ~~receives an~~ have required suppliers, but does utilize Approved Suppliers, from which CITY WIDE receives rebates. The Approved Suppliers are already disclosed.

CITY WIDE currently receives a rebate from multiple suppliers, based upon the dollar amount of purchases made by franchisees.

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

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

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

CITY WIDE receives revenues from its franchisees from the licensing and ongoing development of software, hosting fees, and the sale of Accounting Services, Business Development Center services and marketing materials. Its total revenues from ~~required~~ licensing and ongoing development of software, accounting services and business development center services, and the purchase of marketing materials for the fiscal year which ended December 31, 2021, were approximately \$2.6 million, which represents approximately 10% of CITY WIDE's total revenue of \$25.5 million for the fiscal year which ended December 31, 2021. As of the issuance date of this Franchise Disclosure Document, CITY WIDE anticipates receiving revenues from CITY WIDE's franchisees from the licensing of software and hosting fees as well as revenues relating to the sale of marketing materials. [The payments made to CITY WIDE by an Approved Supplier, are based on franchisee purchases and are a percentage of the dollar amount of each purchase. The amounts vary by Approved Supplier, based on vendor agreements with CITY WIDE.](#)

CITY WIDE estimates that your required purchases and leases over the first year will represent approximately 30% of your total initial investment and for future years, less than 2% of your ongoing total expenses in operating your Franchised Business as it reaches an average size.

Bookkeeping and Records

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

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

Jeffrey Oddo owns an interest in CITY WIDE, an Approved Supplier of marketing materials for CITY WIDE and the sole Approved Supplier of bookkeeping services for your Franchised Business for the first six months after you have completed the initial training program. There are no other Approved Suppliers in which any of CITY WIDE's officers owns an interest.

National Business Development Program

CITY WIDE has established a program focused on attracting and servicing clients that have a regional or national presence (“**National Business Development Program**”). While CITY WIDE has

your fundamental status and rights under the Franchise Agreement or require you to spend unreasonable additional capital investment. (See Section 8 of the Franchise Agreement)

The table of contents of the Operations Manual, as of CITY WIDE's last fiscal year end, is in **Exhibit F** to this Franchise Disclosure Document. It consists of 321 pages.

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

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

You must operate the Franchised Business within your Designated Territory (See ITEM 12). You must operate your business from an office. You must submit to CITY WIDE a description of the proposed office site and surrounding areas ("**Location**"). If you are leasing the premises, upon CITY WIDE's request, you must provide CITY WIDE with a copy of the proposed lease, in which case CITY WIDE has a period of 15 days upon receipt of the proposal to approve or disapprove the proposed Location. If CITY WIDE does not respond to your request within that time, your proposed Location will be deemed disapproved.

CITY WIDE evaluates proposed Locations based upon factors such as population, demographic characteristics, general location, co tenancy, economics, and physical appearance. Even though CITY WIDE may offer assistance, it is your responsibility to secure the premises for the Location of your Franchised Business.

You must secure an acceptable Location prior to commencing any business or promotional activities. If you fail to secure an acceptable Location, CITY WIDE may terminate the Franchise Agreement and refund to you your Initial Franchise Fee, less training and other expenses incurred by CITY WIDE, which will not exceed \$10,000.

CITY WIDE anticipates the time between signing the Franchise Agreement and opening for business is likely to range from 30 to 120 days, depending on various factors like ease of obtaining equipment and licenses. You will commence operation of the Franchised Business not later than 120 calendar days after the execution and acceptance of the Franchise Agreement. (See Section 7 of the Franchise Agreement)

Training Programs (See Section 4.1 of the Franchise Agreement)

At least one week prior to scheduling the initial training program, you must successfully complete an online "CITY WIDE University Training Program."

Before you begin operating the Franchised Business, you and your starting team must attend, complete the mandatory initial training program. [You, or a person designated by you, and two people of the Franchised Business must complete the mandatory initial training program, to our satisfaction within 12 weeks of signing the Franchise Agreement.](#) All training must be completed to CITY WIDE's satisfaction. If you and your employees do not satisfactorily complete the training program, City Wide may terminate the Franchise Agreement.

Equipment, Signs, Fixtures, Opening Inventory and Supplies

CITY WIDE will not operate or license others to operate a CITY WIDE Franchised Business using the Marks within your Designated Territory unless you do not meet the annual revenue per capita (“**Annual Revenue Per Capita Growth**”) in every year during the term of your Franchise Agreement.



Specifically, you will be required to grow the gross revenues generated by your CITY WIDE Franchised Business no less than \$0.15 per person per year in your Designated Territory. You must meet this requirement each year, however, CITY WIDE will measure this requirement using a rolling thirty-six (36) month average. Accordingly, beginning after your thirty-sixth month of operating your CITY WIDE Franchised Business, CITY WIDE will measure your Annual Revenue Per Capita Growth by calculating the average revenues generated by your CITY WIDE Franchised Business in the preceding thirty-six months of operations. Each year thereafter, CITY WIDE will measure your Annual Revenue Per Capita Growth by calculating the average revenues generated by your CITY WIDE Franchised Business in the immediately preceding thirty-six months of operations. If you fail to satisfy the Annual Revenue Per Capita Growth requirement in any thirty-six month period, it will be deemed a material breach of the Franchise Agreement, and CITY WIDE will then have the right to reduce the size of your Designated Territory, grant additional franchises within the Designated Territory or to terminate your Franchise Agreement, however, you will have a period not to exceed one (1) year to cure such breach.

These Annual Revenue Per Capita Growth figures are not financial performance representations for your CITY WIDE Franchised Business. Other than as provided in ITEM 19, CITY WIDE does not furnish or authorize its sales persons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a CITY WIDE Franchised Business. ~~Actual results vary from unit to unit and CITY WIDE cannot estimate the results of any particular franchise.~~ If you ~~renewal~~renew your Franchise Agreement, your Annual Revenue Per Capita Growth ~~will~~must increase by no less than \$0.15 per capita in your Designated Territory during each year of the Renewal Term, beginning in the first year of the Renewal Term with \$0.15 per capita more than you were required to satisfy during the last year of the Initial Term, unless CITY WIDE’s then-current form of Franchise Agreement specifically requires the satisfaction of different Annual Revenue Per Capita Growth figures.

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

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

1. Establish and/or license other Franchised Businesses at any location outside of the Designated Territory as CITY WIDE deems appropriate;
2. Establish and license others to establish businesses under other systems using the Marks or other proprietary marks, which businesses may be located within or outside the Designated Territory, provided, however, that, except as specifically provided in the Franchise Agreement, CITY WIDE will not license or establish a business substantially similar to the Franchised Business and using the Marks within your Designated Territory;




Mark	Registration Date	Registration Number	Status
CITY WIDE FACILITY SOLUTIONS	March 16, 2021	Reg. No. 6,292,637	Registered on the Principal Register
	July 19, 2022	Reg. No. 6,791,952	Registered on the Principal Register
	July 19, 2022	6,791,953	Registered on the Principal Register

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

You are authorized to use the Marks appearing in both tables above, or other Marks subsequently developed and designated by CITY WIDE, in the operation of your Franchised Business, as long as you do so in accordance with CITY WIDE's standards and specifications.

No state registrations of any of the Marks have been applied for or granted. CITY WIDE's Licensor, CITY WIDE Franchise Holding Company, Inc., as owner of all right, title and interest to the Marks, claims common law rights to the Marks.

The following chart lists the Marks for which CITY WIDE Franchise Holding Company, Inc., has applied for registration from the USPTO:

Mark	Application Date	Serial Number	Status
	September 26, 2020	90/213,277	Pending
	September 26, 2020	90/213,288	Pending
	October 13, 2021	97/072802	Pending

CITY WIDE does not have a federal registration for CITY WIDE's principal trademark. Therefore, CITY WIDE trademark does not have many legal benefits and rights as a federally registered

Provision	Section in Franchise Agreement	Summary
		by CITY WIDE to modify a provision in the Franchise Agreement, you are deemed to have provided your assent to such a modification to the Franchise Agreement.
t. Integration/merger clause	Section 30.7	Only the terms of the Franchise Agreement <u>and other related written agreements</u> are binding (subject to state law). Any representations or promises made outside the of this disclosure document and Franchise Agreement may not be enforceable. <u>Nothing in any agreement is intended to disclaim the express representations made in this disclosure document, its exhibit and amendments.</u>
u. Dispute resolution by arbitration or mediation	Section 27	Except for certain matters, you must arbitrate all disputes in Johnson County, Kansas.
v. Choice of forum	Section 27	Must arbitrate or litigate in Johnson County, Kansas (subject to applicable state law).
w. Choice of law	Section 29	Kansas law applies (subject to applicable state law).

**ITEM 18
PUBLIC FIGURES**

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

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in ITEM 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this ITEM 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Introduction to Table No. 1

The figures below in **Table No. 1** represent the average Gross Sales (“**Average Gross Sales**”) generated by the sale of CITY WIDE services made by the franchisees that satisfied the Average Gross Sales Reporting Criteria during the twelve month periods ending December 31, 2020, and December 31, 2021.

software, and submitted to CITY WIDE by the CITY WIDE franchisees satisfying the Average 2020 Gross Sales Reporting Criteria or the Average 2021 Gross Sales Reporting Criteria.

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

~~(8) — CITY WIDE does not know of an instance, nor does CITY WIDE have reason to believe, that any manager or owner would overstate financial information. However, this information not been audited and CITY WIDE has not independently verified any of the franchisee-supplied figures reported in this ITEM 19.~~

Introduction to Table No. 2 through Table No. 5

Table No. 2, Table No. 3, Table No. 4, and Table No. 5 contain information about the financial performance of the 61 franchised locations that satisfied the Quartile Reporting Criteria during the twelve-month period ending December 31, 2020, and the 66 franchised locations that satisfied the Quartile Reporting Criteria during the twelve-month period ending December 31, 2021. Specifically, the information in the four tables is organized into four quartiles (“**Quartiles**”) which were determined based on the Gross Sales generated by those franchised locations during the respective fiscal year in descending order.

The first quartile is comprised of the 15 franchised locations that generated the most Gross Sales during the 2020 fiscal year and the 16 franchised locations that generated the most Gross Sales during the 2021 fiscal year (“**First Quartile**”); the second quartile is comprised of the next 15 franchised locations for the 2020 fiscal year and the next 17 locations for the 2021 fiscal year (“**Second Quartile**”); the third quartile is comprised of the next 15 franchised locations for the 2020 fiscal year and the next 17 franchised locations for the 2021 fiscal year (“**Third Quartile**”); and the fourth quartile is comprised of the remaining 16 franchised locations for the 2020 fiscal year and the remaining 16 franchised locations for the 2021 fiscal year (“**Fourth Quartile**”).

The figures in **Table No. 2(a), Table No. 3(a), Table No. 4(a), and Table No. 5(a)** represent Monthly Gross Sales generated and Net Royalties paid by franchisees during the first 12 months, 24 months, 36 months, 48 months, and 60 months of operations. The information is broken down by Quartiles as they existed on **December 31, 2021**.

The figures in **Table No. 2(b)(i) and (ii), Table No. 3(b)(i) and (ii), Table No. 4(b)(i) and (ii), and Table No. 5(b)(i) and (ii)** represent Annual Gross Sales experienced by franchisees in each of the four Quartiles **for the 2020 and 2021 fiscal years** resulting from the sale of CITY WIDE services during the 2021 fiscal year.

The figures in **Table No. 2(c)(i) and (ii), Table No. 3(c)(i) and (ii), Table No. 4(c)(i) and (ii), and Table No. 5(c)(i) and (ii)** represent Independent Labor Costs and Gross Margin as a percentage of Gross Sales experienced by franchisees relating to the sale of CITY WIDE services during the **2020 and 2021 fiscal years**.

OR IN THE FRANCHISE DISCLOSURE DOCUMENT HAVE INDUCED FRANCHISEE TO EXECUTE THIS AGREEMENT. FRANCHISEE FURTHER UNDERSTANDS THAT CITY WIDE IS RELYING ON FRANCHISEE'S COVENANTS AND WARRANTIES IN EXECUTING THIS AGREEMENT. NO AMENDMENT, CHANGE, OR VARIANCE FROM THE TERMS OF THIS AGREEMENT WILL BE BINDING ON THE PARTIES UNLESS MUTUALLY AGREED TO BY THE PARTIES AND EXECUTED BY THEM IN WRITING. [NOTHING IN THIS AGREEMENT, OR ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS MADE IN THE FRANCHISE DISCLOSURE DOCUMENT, ITS EXHIBITS AND AMENDMENTS.](#)

BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ THE DOCUMENT CAREFULLY WITH THE ASSISTANCE OF A TRUSTED ADVISOR SUCH AS AN ACCOUNTANT OR ATTORNEY.

CITY WIDE HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES OR INDUCEMENTS, EXPRESS OR IMPLIED, TO FRANCHISEE CONCERNING PROJECTED PROFITS.

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	Same
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 504-342-7013 (gen. info.) 504-342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, MI 48913 517-373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 500 280 St. Paul, MN 55101 651-539-1500	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, NE 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 Tele: 402-471-2171	Same
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641	Same
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH CAROLINA	Secretary of State's Office/Securities Division 2 South Salisbury Street Raleigh, NC 27601 919-733-3924	Secretary of State Secretary of State's Office Same Address

EXHIBIT G

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the CITY WIDE FRANCHISE COMPANY, INC. Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 20 ____, and Statement of Franchisee.

CALIFORNIA

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

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

Neither the franchisor, nor any person or franchise broker in ITEM 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or nation securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

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

~~1-~~ITEM 1 is amended by the addition of the following language to the original language:

“Because you collect information from customers, it may contain personal information of individuals which is protected by law. You are also responsible for complying with all applicable current and future federal, state and local laws, regulations and requirements, including the California Consumer Privacy Act (as applicable), pertaining to the collection, protection, use, sale, disposal and maintenance of such personal information. Personal information includes information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, potential consumer, individual or household, as such term may be further defined or amended by applicable federal, state and local laws, regulations and requirements. You may also be required to comply with opt-in requirements on your website.”

~~2-~~ITEM 8 is amended by the addition of the following language to the original language:

“City Wide Franchise Company, Inc. and/or any of its subsidiaries, affiliates, parents agree that it has/or will obtain any required permits and licenses in the State of California to offer or provide the type of goods/services offered/listed in the FDD, and it hereby represents and undertakes to comply with any and all such licensing requirements.”

~~3.~~ ITEM 13 is amended by the addition of the following language to the original language:

“We are aware of a company that is currently operating under the name “City Wide Maintenance Company” in the greater Los Angeles area and Orange County. This company provides painting contractors to landlords, homeowners, and management companies. This company’s right to use the City Wide name predates that of ours in the Los Angeles area and Orange County. To date this company has not objected to our use of the City Wide name in the Los Angeles area and Orange County, and we are not aware of any claims of consumer confusion, but we cannot promise you that this will not become an issue in the future.”

~~4.~~ ITEM 13 is further amended by deleting the first sentence in the fourth paragraph under the table of trademarks and replacing it with the following language:

“Other than the instance disclosed above, there are no infringing uses actually known to us that could materially affect your use of the Marks in this state or in any other state in which the Franchised Businesses are to be located.

~~5.~~ ITEM 17 is amended by the addition of the following language to the original language:

~~A.~~ The following language is added as a second section before the chart/columns.

THE FRANCHISE AGREEMENT REQUIRES FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON RENEWAL OR TRANSFER OF THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 PROVIDES THAT ANY CONDITION, STIPULATION OR PROVISION PURPORTING TO BIND ANY PERSON ACQUIRING ANY FRANCHISE TO WAIVE COMPLIANCE WITH ANY PROVISION OF THAT LAW OR ANY RULE OR ORDER THEREUNDER IS VOID.

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

~~C.~~ The Franchise Agreement and the Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

~~D.~~ The Franchise Agreement and the Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

~~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 and the Development Agreement require binding arbitration. The arbitration will occur only in the State of Kansas with the costs being borne by the Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement and development agreement restricting venue to a forum outside the State of California.

~~G.~~ The Franchise Agreement and the Development Agreement require application of the laws of the State of Kansas. This provision may not be enforceable under California law.

~~H.~~ You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§ 31000 through 31516). Business and Professions Code §§ 20000 through 20043).

~~I.~~ The Franchisor may: (1) terminate the Franchise Agreement; (2) grant additional franchises with a franchisee's designated area; and (3) reduce the size of a franchisee's Designated Territory if the franchisee fails to meet its Annual Gross Revenue Per Capita or capture Market Share.

~~J.~~ The Franchisor reserves the right to establish alternative channels of distribution within the Franchisee's exclusive territory.

~~6.~~ ITEM 19 is amended by the addition of the following language to the original language under the "CAUTION" section:

"The earnings claims figures (i.e., Net Billings) do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or form franchisees, listed in the disclosure document, may be one source of this information."

~~7.~~ The RECEIPT Pages ("LAST PAGE"), are amended to add the following language:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

HAWAII

The following is added to the Cover Page:

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

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

INDIANA

~~1.~~The first sentence of the first Risk Factor is amended to read as follows:

“INDIANA LAW IS CONTROLLING FOR INDIANA FRANCHISEES.”

~~2.~~ITEM 3 is amended by the addition of the following language to the original language that appears:

“Company is not involved in any pending arbitration and has not, during the ten (10) year period before the date of this Franchise Disclosure Document, been a party to any arbitration proceeding.”

~~3.~~ITEM 5 is amended by the addition of the following language to the original language that appears:

“Indiana law prohibits franchisors from requiring their franchisees to prospectively agree to a release, assignment, novation, waiver or estoppel that attempts to relieve any person from liability.”

~~4.~~ITEM 6 (“indemnification” reference) is amended by the addition of the following language to the original language as follows:

“(Indiana Code 23-2-2.7-1[5] prohibits this provision)”

~~5.~~ITEM 8 is amended by the addition of the following language to the original language that appears:

“Company retaining any rebates, commissions or other consideration paid by suppliers will not apply to any Indiana franchisee as stated in Indiana Code, Title 23, Article 2, Chapter 2.7-1(4).”

~~6.~~ITEM 14 is amended by the addition of the following language to the original language that appears:

“If there is an alleged breach of Section 15, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information.”

~~7.~~ITEM 17(c) is amended by the addition of the following language to the original language that appears:

“(Indiana Code Title 23-2-2.7-(5) prohibits this provision)”

~~8.~~ITEM 17(m) is amended by the addition of the following language to the original language that appears:

“(Indiana Code Title 23-2-2.7-(5) prohibits this provision)”

~~9.~~ITEM 17(t) is amended by the addition of the following language to the original language that appears:

“(subject to Indiana law)”

~~10.~~ITEM 17(v) is amended by the addition of the following language to the original language that appears:

“(Indiana Code Title 23-2-2.7-1(10) prohibits this provision)”

~~11~~-ITEM 17(w) is amended by the addition of the following language to the original language that appears:

“(subject to Indiana law)”

~~12~~-ITEM 17 is further amended by the addition of the following language to the original language that appears:

“Indiana law prohibits franchisors from requiring their franchisees to prospectively agree to a release, assignment, novation, waiver or estoppel that attempts to relieve any person from liability.”

“Company will not permit a franchise to sell or renew without good cause or in bad faith. However, Indiana law does not prohibit a Franchise Agreement from providing that the agreement is not renewable on expiration or that the agreement is renewable if you meet certain conditions specified in the agreement.”

“Unilateral termination of the franchise is not permitted under Indiana law if the termination is without good cause or in bad faith. Good cause within the meaning of Indiana law includes any material violation of the Franchise Agreement.”

“Franchisee will not be required to indemnify Franchisor for any liability imposed upon Franchisor as a result of Franchisee’s reliance upon or use of procedures or products which were required by Franchisor, if such procedures or products were utilized by Franchisee in the manner required by Franchisor.”

“You are not responsible for tortious claims from Company’s gross negligence or willful misconduct in the making of or causing of the changes necessary in Company’s protection of its Marks.”

“Indiana prohibits covenants not to compete in an area greater than the Area of Primary Responsibility; therefore, you agree to abide by the covenants not to compete terms within the Designated Territory as defined in this Franchise Agreement.”

“If there is an alleged breach of Sections 6 or 7 of the Franchise Agreement, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information.”

“Indiana prohibits the limitation of litigation brought for breach of the Franchise Agreement in any matter. Any terms, which designate jurisdiction or venue or require you to agree to jurisdiction or venue in a forum outside of Indiana is void concerning any cause of action, which is otherwise enforceable in Indiana. The Franchise Agreement and all related agreements will be interpreted and construed under the Indiana Franchise Laws, except to the extent governed by the United States Trademark Act of 1946.”

“If there is an alleged breach of Section 15, Company may be entitled to seek immediate equitable remedies, including, restraining orders and injunctive relief to safeguard the proprietary and confidential information.”

“Despite anything to the contrary in this provision, the franchisee does not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Uniform Franchise Offering Circular.”

MARYLAND

The Franchise Disclosure Document and Franchise Agreement are amended to include the following modifications:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

~~1.~~The first sentence of the “Summary” section of ITEM 17(c) of the Franchise Agreement chart entitled Requirements for You to Renew or Extend is deleted in its entirety and the following is substituted in its place.

“You must be in good standing, including compliance with the Annual Revenue Per Capita Growth or capture Market Share requirement; notify CITY WIDE in writing 12 months before the Franchise Agreement expires that you want a Successor Term; perform all required maintenance, refurbishing, renovating, remodeling, and equipment upgrades at your expense; sign CITY WIDE’s then-current form of Franchise Agreement, which may differ from the terms of the Franchise Agreement; pay a successor fee of 10% of your Initial Franchise Fee; sign a mutual release of all claims you may have against CITY WIDE (CITY WIDE will mutually release you), except for claims arising under the Maryland Franchise Registration and Disclosure Law; and a general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law; and provide proof to CITY WIDE that you have the right to remain at your Location.”

~~2.~~The “Summary” sections of ITEM 17(v) and 17(w) entitled Choice of Forum and Choice of Law, respectively, are amended by the addition of the following language:

“, except for claims arising under the Maryland Franchise Registration and Disclosure Law (Section 14-216[25]), including the right to submit matters to the jurisdiction of the courts of Maryland.”

~~3.~~The following sentence is added to the end of Section 2.2.5 of the Franchise Agreement:

“Provided, however, that the general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Laws.”

~~4.~~The following sentence is added to the end of Section 4.1.2 of the Franchise Agreement:

“Provided, however, that the general release required as a condition of the refund shall not apply to any liability under the Maryland Franchise Registration and Disclosure Laws.”

~~5.~~The following sentence is added to the end of Section 13.4.6 of the Franchise Agreement:

“Provided, however, that the general release required as a condition of transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Laws.”

~~6.~~ITEM 17 of the Franchise Disclosure Document and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration &

Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

~~7.~~ ITEM 17 of the Franchise Disclosure Document is hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Laws.

~~8.~~ 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.*).

~~9.~~ Exhibit K to the Franchise Disclosure Document, Statement of Franchisee, is amended to state that all representations requiring prospective franchisees to assent to a release, estoppel or waive of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

MINNESOTA

~~10. — Risk Factors: The second Risk Factor is amended by the addition of the following language at the end thereof:~~

~~“MINNESOTA STATUTE SECTION 80C.21 AND MINNESOTA RULE PART 2860.4400J PROHIBIT FRANCHISOR FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE FRANCHISE DISCLOSURE DOCUMENT OR AGREEMENTS CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM OR REMEDY PROVIDED FOR BY THE LAWS OF THE JURISDICTION.”~~

~~11. — The following Sections are added at the end of ITEM 13:~~

~~“The Minnesota Department of Commerce requires that the Company indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of the Company’s trademark infringes trademark rights of the third party. The Company does not indemnify against the consequences of the franchisee’s use of the Company’s trademark except in accordance with the requirements of the franchise, and, as a condition to indemnification, the franchisee must provide notice to the Company of any claim within ten (10) days and tender the defense of the claim to the Company. If the Company accepts the tender of defense, the Company has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.”~~

~~“By not having a Principal Register Federal Registration for ‘City Wide’, Company does not have certain presumptive legal rights granted by a registration.”~~

~~12. — The first sentence of the “Summary” section of ITEM 17(c) entitled Requirements for you to Renew or Extend is deleted in its entirety and the following is substituted in its place:~~

~~“You must have complied, and continue to comply, with all provisions of all agreements and must execute our then current form of Franchise Agreement and sign general releases of all claims against us, provided however, that such general releases shall not apply to any claims arising under the Minnesota Franchise Law.”~~

~~13. All franchise contracts or agreements, and any other device or practice of a Company other than those classifications of franchises specifically recognized by the Commissioner will conform to the following provisions. It is an unfair and inequitable practice for any Company to:~~

~~A. Terminate or cancel a franchise without first giving written notice setting forth all the reasons for the termination or cancellation to the franchisee at least ninety (90) days in advance of termination or cancellation, and the franchisee fails to correct the reasons stated for termination or cancellation in the notice within sixty (60) days of receipt of the notice. However, the notice will be effective immediately upon receipt where the alleged grounds for termination or cancellation are:~~

~~(xiii) Voluntary abandonment of the franchise relationship by the franchisee;~~

~~(xiv) The conviction of the franchisee of an offense directly related to the business conducted pursuant to the franchise; or~~

~~(xv) Failure to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the Company's trade name, trademark, service mark, logotype or other commercial symbol after the franchisee has received written notice to cure at least twenty-four (24) hours in advance thereof;~~

~~B. Terminate or cancel a franchise except for good cause. "Good cause" means failure by the franchisee to substantially comply with the material and reasonable franchise requirements imposed upon him by the Company including, but not limited to:~~

Minnesota Stat. Sec. 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee can be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent of the transfer of the franchise will not be unreasonably withheld.

The ~~bankruptcy or insolvency of~~franchisor will protect the franchisee;

~~(ii) Assignment for the benefit of creditors or similar disposition of the assets of the franchised business;~~

~~(iii) Voluntary abandonment of the franchised business;~~

~~(iv) Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchised business; or~~

~~(v) Any act by or conduct of the franchisee which materially impairs the goodwill associated with the Company's trademark, trade name's rights to use the trademarks, service markmarks, logotypetrade names, logos or other commercial symbol;symbols or~~

~~C. Except for failure to renew a franchise for good cause as defined in Section 2 above, and the franchisee has failed to correct reasons for termination as stated in Section 1 above, no person may fail to renew a franchise unless:~~

~~The franchisee has been given written notice of the intention not to renew at least one hundred eighty (180) days in advance of the expiration of the franchise; and~~

~~(vii) The franchisee has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a growing concern, as determined and measured from the date of the failure to renew. No Company may refuse to renew a franchise if the refusal is for the purpose of converting indemnify franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding use of the name. Minnesota considers it unfair not to protect the franchisee's business premises to an operation that will be owned by the Company for its own account.~~

~~D. Unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of the particular Companyright to use the trademarks. Refer to Minnesota Stat. Sec. 80C.12, Subd. 1(g).~~

~~14. Requirements for you to renew or extend: "Minnesota Rules, 1989, Department of Commerce, Chapter 2860, Section 4400 2860.4400(D) prohibits a Companyfranchisor from requiring a Franchiseefranchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, section 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes."~~

~~15. "Minn. Rule 2860.4400J. states that it is unfair and inequitable for a franchisor to require a franchisee to waive his rights to any forum provided for by the laws of jurisdiction. Any language found in the Franchise Disclosure Document contrary to this rule is amended so that it does not apply to Minnesota franchisees."~~

~~16. FranchiseeThe franchisee cannot be required to consent to the Franchisorfranchisor obtaining injunctive relief. Franchisor The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.~~

~~The Limitations of Claims section must comply with Minnesota Stat. Sec. 80C.17, Subd. 5.~~

NEW YORK

~~17.~~The following information is added to the cover page of the Franchise Disclosure Document:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

~~18.~~ The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. ~~E.~~ No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. ~~F.~~ No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. ~~G.~~ No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. ~~H.~~ No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

1. ~~19.~~ The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

2. ~~20.~~ The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

3. ~~21.~~ The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA

~~12~~-ITEM 17 of the Franchise Disclosure Document and corresponding Sections of the Franchise Agreement are amended by the addition of the following language to the original language or deleted as indicated:

~~I~~-“Requirements for you to renew or extend” (ITEM 17(c) of the Franchise Disclosure Document, and Section 2.2 of the Franchise Agreement) are amended to include the following language: “The execution of a general release upon renewal, assignment or termination will be inapplicable to franchises operating under the North Dakota Franchise Investment Law.”

~~J~~-“Your obligations on termination/non-renewal” (ITEM 17(i) and Section 15 of the Franchise Agreement) are amended to read:

“the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney fees.”

~~K~~-“Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.”

~~E~~-“Choice of Forum” (ITEM 17(v) of the Franchise Disclosure Document and Section 29 of the Franchise Agreement) is amended with the following language:

“Any action will be brought in the appropriate state or federal court in North Dakota.”

~~M~~-The “Choice of Law” (ITEM 17(w) of the Franchise Disclosure Document and Section 29 of the Franchise Agreement) is amended to read as follows:

“This Agreement takes effect upon its acceptance and execution by Company in North Dakota.”

~~13~~-“Applicable Law” (Section 29 of the Franchise Agreement) is amended to read as follows:

~~N~~-29(a) shall be deleted and amended to read as follows:

“This Agreement takes effect upon its acceptance and execution by Franchisor in North Dakota.”

~~14~~-“Acknowledgements” (Section 30 of the Franchise Agreement) is amended by the addition of the following language to the original language that appears therein to read as follows:

“Franchisee acknowledges that Franchisee received a copy of this Agreement, the attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) days prior to the date on which this Agreement was executed.”

~~15~~-“Covenants” (Section 12 of the Franchise Agreement) is amended by the addition of the following language to the original language that appears therein:

“Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.”

RHODE ISLAND

~~16~~-The “Renewal, Termination, and Dispute Resolution” (ITEM 17) is amended by the addition of the following language to the original language:

“§19-28.1-14 of the Rhode Island Franchise Investment Act provides that [A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.]”

~~17~~-ITEM 17(v) is amended as follows:

“This Section is invalid under Rhode Island General Law Section (19.28.1-4)”

~~18~~-ITEM 17(w) is amended as follows:

“This Section is invalid under Rhode Island General Law Section (19-28.1-14)”

SOUTH DAKOTA

~~19~~-The “Summary” section of ITEM 17(g) entitled “Cause” Defined - Defaults Which Can Be Cured, is deleted in its entirety and the following is substituted in its place:

“If you fail to pay any amounts due to us or our affiliates and do not cure the breach within 30 days’ notice from us, you have 30 days to cure any other default (except those defaults listed in (h).”

~~10~~-The “Summary” section of ITEM 17(r) of the Franchise Disclosure Document and Section 12 of the Franchise Agreement are amended as follows:

“Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.”

~~11~~-The “Summary” sections of ITEMS 17(v) and 17(w) entitled Choice of Forum and Choice of Law, respectively, are amended by the addition of the following language:

“Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of any other state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.”

“Pursuant to SDCL 37-5B, any condition, stipulation or provision purporting to waive compliance with any provision of this chapter or any rule or order thereunder is void. Any acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter.”

VIRGINIA

The Franchise Disclosure Document is amended as follows:

~~32~~ Pursuant to the Virginia Retail Franchising Act (“VRFA”), the FTC cover page is modified by adding the words “or grant” at the end of the third sentence in the third Section so it reads as follows:

“You must receive this disclosure document at least fourteen (14) calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale or grant.”

~~33~~ ITEM 17 is amended by striking the first Section and replacing it with the following language:

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

~~34~~ In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows:

ITEM 17(h) is amended by the addition of the following language:

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

~~35~~ Pursuant to the VRFA, the ITEM 23 Receipts at Exhibit L are modified by adding the word “calendar” between the words “14” and “days” and the words “or grant” at the end of the second Section so each reads as follows:

“If City Wide Franchise Company, Inc. offers you a franchise, City Wide Franchise Company, Inc. must provide the Franchise Disclosure Document to you 14 calendar days (commencing the day after delivery of this Franchise Disclosure Document) before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale or grant.”

WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 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 or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring

EXHIBIT H

GENERAL RELEASE

This General Release (“**Release**”) made this ____ day of _____, 20____, by and between CITY WIDE FRANCHISE COMPANY, INC., a Kansas corporation and having its principal place of business at 15230 W. 105th Terrace, Lenexa, Kansas 66219 (“**CITY WIDE**”), and each of the undersigned individuals/partnerships/corporations/limited liability companies (jointly and severally, “**Franchisee**”).

WITNESSETH:

WHEREAS, Franchisee acquired one or more franchises from CITY WIDE to open and operate one or more CITY WIDE businesses (the “**Franchised Business(es)**”) pursuant to the CITY WIDE Franchise Agreement(s) between CITY WIDE and Franchisee dated _____ (“**Franchise Agreement(s)**”);

WHEREAS, Franchisee has elected to assign and transfer the Franchise Agreements and all Franchisee’s rights thereunder in accordance with the terms of the Franchise Agreements; and

WHEREAS, CITY WIDE has agreed to consent to such assignment and transfer on condition that, among other things, Franchisee execute this Release.

NOW, in consideration of the above, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisee and CITY WIDE hereby agree as follows:

1. ~~6.~~ **Release.** Franchisee hereby absolutely and forever releases and discharges CITY WIDE and its Related Parties (as defined below), from and against any and all Claims (as defined below) of Franchisee arising out of or relating to the offer or sale of the Franchise Agreement(s), including violations of any federal or state law, rule, or regulation pertaining thereto. “**Related Parties**” means predecessors, affiliates, agents, employees, successors, assigns, and their respective officers, directors, shareholders, heirs, executors, and representatives. “**Claims**” means any and all claims, proceedings, demands, causes of actions, rights to terminate and rescind, liabilities, losses, damages, and rights of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, at law or in equity, which the releasing party now has, owns or holds, at any time before this time ever had, owned or held, or at any time after this time has, owns or holds. Franchisee hereby irrevocably covenants not to assert, or to initiate any suit or proceeding based in whole or in part upon any Claim released hereunder.

2. ~~7.~~ **Entire Agreement.** This Release supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. This Release may not be amended except in a writing signed by all of the parties. No representations, warranties, agreements, or covenants have been made with respect to this Release, and in executing this Release, none of the parties is relying upon any representation, warranty, agreement, or covenant not set forth herein.

3. ~~8.~~ **Acknowledgement.** Each of the parties certifies to the other that it has read all of this Release and fully understands all of the same and that it has executed this Release after having had the opportunity to obtain legal advice as to such party’s rights from legal counsel of its choice.

4. ~~9.~~ **Power and Authority.** Each of the parties represents and warrants to the other that it has the full power and authority to execute this Release, and to do any and all things reasonably required hereunder. Nothing herein shall constitute an admission of any liability or wrongdoing by any party hereto.

5. ~~10.~~ No Assignment. Franchisee represents and warrants to CITY WIDE that it has not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the released matters which are called for to be released by this Release now or in the future, that it is aware of no third party who contends or claims otherwise, and that it shall not after this time purport to assign, transfer, or convey any such claim.

6. ~~11.~~ Choice of Law. This Release shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of Kansas. If any legal action is necessary to enforce the terms and conditions of this Release, the parties hereby agree that any action sought to be brought by either party, shall be brought in the appropriate state or federal court covering Johnson County, Kansas with jurisdiction over the matter.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Release in multiple copies the day and year first above written.

ATTEST:

CITY WIDE FRANCHISE COMPANY, INC.

By: _____
Title: _____

ATTEST/WITNESS:

FRANCHISEE:

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

STATEMENT OF FRANCHISEE

**[Note: Dates and Answers Must be Completed in the
Prospective Franchisee's Own Handwriting]**

In order to make sure that no misunderstanding exists between you, the Franchisee, and us, City Wide Franchise Company, Inc. (also called "City Wide" or the "FRANCHISOR" or "we") and to make sure that no violations of law might have occurred, and understanding that we are relying on the statements you make in this document, you assure us as follows:

~~Q~~-The following dates are true and correct:

Date	Initials	
1. _____, 20____	_____	The date on which I received a Franchise Disclosure Document regarding the City Wide Franchise.
2. _____, 20____	_____	The date of my first face-to-face meeting with Franchise Salesperson to discuss a possible purchase of a City Wide Franchise.
3. _____, 20____	_____	The date on which I received a completed copy (other than signatures) of the Franchise Agreement which I later signed.
4. _____, 20____	_____	The date on which I signed the Franchise Agreement.
5. _____, 20____	_____	The earliest date on which I delivered cash, check or other consideration to the Franchise Salesperson or an officer of City Wide Franchise Company, Inc.

~~P~~-Representations.

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side agreements," options, right-of-first-refusal or otherwise have been made to or with me with respect to any matter (including but not limited to advertising, marketing, site location, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise), nor have I relied in any way on same, except as expressly listed in the Franchise Agreement or an attached written Addendum signed by me and City Wide, except as follows:

(If none, you should write NONE in your own handwriting and initial.)

2. No oral, written, visual or other promises, agreements, commitments, representation, understandings, "side agreements" or otherwise which expanded upon or were inconsistent with the Franchise Disclosure Document or the Franchise Agreement or any attached written addendum signed by me and an officer of City Wide, were made to me by any person or entity, nor have I relied in any way on same, except as follows:

(If none, you should write NONE in your own handwriting and initial.)

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Exempt
Hawaii	July 5, 2022
Illinois	
Indiana	Exempt
Maryland	July 8, 2022
Michigan	June 1, 2022
Minnesota	
New York	Exempt
North Dakota	July 7, 2022
Rhode Island	August 2, 2022
South Dakota	June 28, 2022
Virginia	July 8, 2022
Washington	July 11, 2022
Wisconsin	June 28, 2022

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of June 28, 2022.