

**EXHIBIT C
TO OFFERING CIRCULAR
FRANCHISE AGREEMENT**

HOME CLEANING CENTERS OF AMERICA, INC.

FRANCHISE AGREEMENT

Franchisee:

Location:

Date:

**ACKNOWLEDGMENT OF RECEIPT
OF COMPLETED FRANCHISE AGREEMENT**

HOME CLEANING CENTERS OF AMERICA, INC.

The undersigned, a prospective Franchisee of Home Cleaning Centers of America, Inc., hereby acknowledges receipt, on the date set forth below, of the following Agreement:

Franchise Agreement to be executed on or after five (5) business days after acknowledgment of receipt of said Agreement by Franchisee.

The undersigned hereby acknowledges that he has examined the above described Agreement and to the best of his knowledge there are no blank spaces to be filled in, and said Agreement is ready for signature. The undersigned further acknowledges that he will not sign said Agreement on the date for execution set forth above if at the time there are any blank spaces contained therein.

Prospective Franchisee

Date: _____

Address: _____

Sworn to and subscribed to before
me this ____ day of _____,
200__.

Notary Public

TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
I	LICENSED RIGHTS	2
II	TERM	2
III	SITE LOCATION	2
IV	SERVICES BY FRANCHISOR	3
V	STANDARDS AND UNIFORMITY OF OPERATION	3
VI	FEES AND CHARGES	4
VII	TRAINING	5
VIII	CONTINUING SERVICE AND INSPECTION	5
IX	ADVERTISING	6
X	EQUIPMENT, SUPPLIES AND OPERATIONAL STANDARD	7
XI	BOOKS, RECORDS AND BOOKKEEPING SYSTEM	7
XII	HOLD HARMLESS AND INSURANCE	8
XIII	OWNERSHIP AND USE OF PROPRIETARY MARKS	9
XIV	ASSIGNMENT AND RIGHT OF FIRST REFUSAL	10
XV	DEFAULT AND TERMINATION	13
XVI	NON-COMPETITION AND CONFIDENTIALITY	16
XVII	REPRESENTATIONS AND WARRANTIES OF FRANCHISEE	18
XVIII	MISCELLANEOUS - GENERAL PROVISIONS	18
XIX	ACKNOWLEDGMENTS	20
XX	EFFECTIVE DATE	21
	EXHIBIT A	
	EXHIBIT B	

HOME CLEANING CENTERS OF AMERICA, INC.

FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 200_, by and between Home Cleaning Centers of America, Inc., a Kansas corporation, with principal offices in Overland Park, Kansas (hereinafter called the "Franchisor"), and _____ (hereinafter referred to as the "Franchisee").

WHEREAS, Franchisor has expended time, effort and money to develop and obtain knowledge in the business of operating and franchising distinctive residential and office cleaning services under the name of "Home Cleaning Centers of America" and has established successfully a reputation, demand and goodwill for such business under the name "Home Cleaning Centers of America" which signifies the highest standards of management and supervision relating to the above described activities (hereinafter referred to as the "System");

WHEREAS, Franchisor identifies the System by means of certain service marks, logos, emblems, and indicia of origin (hereinafter referred to as the "Proprietary Marks"), including but not limited to the service mark "Home Cleaning Centers of America", and such other trade names, service marks and trademarks as may be designated now or hereafter by Franchisor (in the confidential Operating Manual or otherwise in writing) for use in connection with the System;

WHEREAS, Franchisee recognizes the benefits to be derived from being identified with and licensed by Franchisor and being able to utilize the System and the licensed rights which Franchisor makes available to its franchise owners in which to obtain a franchise from Franchisor for that purpose, as well as to receive the training and other assistance provided by Franchisor in connection therewith; and

WHEREAS, Franchisor is willing to grant to Franchisee a license to operate a business using the System in the territory described hereinbelow and to assist Franchisee in the operation of such business.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter provided and for other good and valuable consideration and to evidence the agreement of the parties, it is hereby agreed as follows:

ITEM I
LICENSED RIGHTS

Subject to and in accordance with the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the exclusive right to operate an office of Home Cleaning Centers of America, in the franchise zone described in Exhibit A, attached hereto. Franchisee shall have such office open and in operation on or before _____.

Franchisor shall not, either individually or in partnership or in conjunction with any person, firm or company, whether as principal, agent, shareholder or employee or in any other manner whatsoever, directly or indirectly carry on or be engaged in or concerned with, lend money to, guarantee the debts or obligations of a Home Cleaning Centers of America operation, or franchise or license others to do so within the franchise zone set forth on Exhibit A, nor shall Franchisor own or operate or franchise others to operate a business with a similar format within said exclusive territory.

Franchisee acknowledges that it has no rights to use any of the Licensed Rights or any part of the System anywhere outside of the area described above, and Franchisor may license to others or use the Licensed Rights itself outside of the franchise zone in any manner it chooses, in its sole discretion.

Franchisee hereby accepts said grant, franchise and license and agrees to maintain its licensed business in accordance with the Franchisor's plans and specifications, including the Home Cleaning Centers of America System and all manuals and procedures as revised from time to time, and in accordance with the terms and conditions of this Agreement.

ITEM II
TERM

Unless sooner terminated as hereinafter provided, this Agreement shall expire ten (10) years from the date first above written. Franchisee shall have the right, if not then in default hereunder, to renew this Agreement for two additional ten (10) year terms by giving written notice to Franchisor no less than ninety (90) days prior to the scheduled expiration of the original or first extended term. Franchisor reserves the right to charge Franchisee a renewal fee not to exceed \$5,000 and Franchisee shall be required to execute the then current Franchise Agreement for the continued operation of its Home Cleaning Centers of America franchise business licensed hereby, which Agreement may require increased royalties and other fees. SEE APPENDIX

ITEM III
SITE LOCATION

Franchisee shall submit to Franchisor one or more sites for the location of its Home Cleaning Centers of America office. The site must be within the franchise zone and may not be located in a residence. Franchisor approval of the site is not required, but Franchisor may offer suggestions about proposed sites. Franchisee shall not be obligated to have more than one office within the exclusive

area at any one given time. Franchisee shall not relocate its office within said territory without the prior written approval of Franchisor.

ITEM IV
SERVICES BY FRANCHISOR

Franchisor agrees during the term this Agreement to use its best efforts to maintain the high reputation of Home Cleaning Centers of America and in connection therewith to make available the following services:

(a) Training of the Franchisee to operate a Home Cleaning Centers of America business through Franchisor's training program. Training shall be given at a time and place designated by Franchisor. Franchisor will reimburse Franchisee's pre-approved travel expenses and will put the trainees up at motel of Franchisor's choosing, at Franchisor's expense, and will reimburse Franchisee for reasonable meal expenses incurred during training.

(b) Franchisor will deliver to Franchisee the confidential Operations Manual of the Franchisor, which Manual will be loaned to Franchisee for the term hereof.

(c) The Franchisor shall develop, whenever possible, and in its discretion, promotional programs and sales campaigns which shall be sent to the Franchisee to assist him in selling and promoting Home Cleaning Centers of America services.

(d) Franchisor shall form ongoing supervisory services, rendered by personal visits or telephone, or by newsletters or bulletins, as Franchisor may deem necessary or appropriate.

(e) Franchisor shall perform additional services as may hereafter be developed and offered by Franchisor to its Franchisees.

(f) Franchisor will provide advertising services to the Franchisee during the initial year of Franchisee's operations, as more particularly described in Item IX below.

ITEM V
STANDARDS AND UNIFORMITY OF OPERATION

Franchisee agrees that Franchisor's special standardized System and adherence to the Operations Manual, delivered upon payment of the initial franchise fee, are essential to the operation and image of a Home Cleaning Centers of America business. In recognition of the mutual benefits accruing from maintaining uniformity within the System, it is mutually covenanted and agreed as follows:

(a) Franchisee agrees that it will operate its Home Cleaning Centers of America business in accordance with the standards, specifications and procedures set forth in the Operations Manual. Said Manual shall be furnished in confidence and Franchisee shall exercise all reasonable care to keep all said information in confidence and shall not disclose it to anyone except to the extent necessary to operate said business. Franchisee further agrees that changes in such standards, specifications and procedures as set forth in the Operations Manual may become necessary from time to time and agrees to operate its Home Cleaning Centers of America business in accordance with such modifications, revisions and additions to the Operations Manual as Franchisor, in the exercise of its judgment, makes from time to time.

(b) Franchisee shall only utilize the products and equipment and shall only perform those services currently and from time to time prescribed by Franchisor. Franchisee shall comply with the instructions set forth in the Operations Manual and follow all other standards, instructions, formulas and specifications furnished by Franchisor for the operation of all Home Cleaning Centers of America businesses.

(c) Franchisee agrees that it will cause its employees to wear apparel which conforms to the design and style approved by Franchisor from time to time, and bearing the Home Cleaning Centers of America service mark.

(d) Franchisee shall obey any and all applicable laws and regulations of any governmental or political body.

(e) Franchisee shall conduct no business at its Home Cleaning Centers of America location other than the Home Cleaning Centers of America business franchised hereby.

(f) Franchisee may not advertise outside of its franchise zone and may service customers outside of said zone only if such customers are not located within the franchise zone of any other franchisee of the Franchisor. It is further agreed that if Franchisee is servicing a customer located outside the franchise zone granted hereby and a new franchisee is granted a franchise zone which includes such location, Franchisee herein may continue to service such customer and location, but only the customer then being serviced and only at that specific location. In other words, if the customer relocates or ownership of the customer changes hands, the Franchisee herein may no longer service such customer or location.

ITEM VI

FEES AND CHARGES

Franchisee agrees in consideration for the franchise granted herein to pay a franchise fee and a monthly royalty as follows:

(a) A non-refundable initial franchise fee of \$9,500, shall be due and payable to the Franchisor as follows: one-half is due and payable upon execution of this Agreement and the

remaining one-half is due and payable on or before the date on which the Franchisee arrives for its initial training, as described in Item VII below.

(b) A non-refundable fee of \$2,000 for an initial package of equipment, supplies and uniforms. This fee is fully due and payable before the Franchisee arrives for training.

c) As a royalty and service fee, a sum based on gross sales of the franchised business, payable monthly by the tenth day of each month for the preceding month's sales. Should gross sales for any month not exceed \$25,000.00, the royalty for such month will be 5% of such sales. Should such monthly gross sales equal or exceed \$25,000.00 but not equal or exceed \$100,000.00, the royalty shall be 4.5% of such sales. Should monthly gross sales equal or exceed \$100,000.00, but not exceed \$150,000 the monthly royalty shall be 4% of such sales. Should such monthly gross sales equal or exceed \$150,000, but not exceed \$200,000 the monthly royalty shall be 3.5% of such sales. Should monthly gross sales equal or exceed \$200,000 the monthly royalty shall be 3%. If the franchised business has any single commercial customer that generates more than \$25,000 in sales in any given month, the royalty for that customer will be 3% for that one customer for that month. The term "gross sales" as used in this Agreement shall mean the amount of money charged in consideration for the performance of cleaning and other authorized services by Franchisee, wherever performed, subject to the limitations set forth in Item V(e) above.

ITEM VII **TRAINING**

Within ten (10) days of the execution of this Agreement, Franchisee shall designate as many as two individuals, which may include Franchisee if Franchisee is an individual, for pre-operational training by Franchisor. Franchisor shall maintain a training center and shall determine the training period necessary to adequately train said individuals and shall determine when said individuals have satisfactorily completed training. There shall be no tuition charges for training the initial two individuals and the Franchisor will pay pre-approved travel expenses and will pay for the motel accommodations and reasonable meal expenses of such trainees, while in training. The Franchisee may select additional employees for training by Franchisor and Franchisor reserves the right to charge Franchisee tuition and training charges of at least \$2,000.00 for such additional individual, and Franchisee will be responsible for all expenses relating to travel, room, board and salaries of such individual or individuals.

ITEM VIII **CONTINUING SERVICE AND INSPECTION**

Franchisor shall furnish to Franchisee from time to time such merchandising and operating aids and servicing and printed materials in connection therewith which are furnished to all other Franchisees. Franchisor shall also, upon reasonable written request by Franchisee, furnish services to Franchisee to aid in the solution of specific problems encountered by Franchisee which are beyond the scope of Franchisor's obligation of general supervision and reasonable consultation. Franchisee

shall reimburse Franchisor promptly for its actual time expended and its actual expenses incurred in aiding Franchisee with such problems.

ITEM IX **ADVERTISING**

(a) The Franchisee shall pay to the Franchisor the sum of Ten Thousand Dollars (\$10,000), to be paid in cash, before the Franchisee's pre-operational training, as described in Item VII above. The Franchisor agrees to utilize such sum in promotional and advertising efforts within the Franchisee's franchise zone, with the entire amount to be spent within the first few months of Franchisee's operations. The methods and timing of expenditure of such sum by the Franchisor shall be decided jointly by the Franchisor and the Franchisee.

(b) Franchisor does not require the Franchisee to spend any specific sum on local advertising but strongly recommends that the Franchisee advertise locally during the start-up period of the Franchise.

(c) Franchisor reserves the right to require Franchisee to cooperate with other franchise owners in connection with regional or national advertising and marketing activities. Recognizing the value of regional and national marketing and advertising and the importance of standardizing such programs to further the regional and national goodwill and public image of Home Cleaning Centers of America, Franchisor reserves the right to require Franchisee to pay to Franchisor up to one (1%) percent of the gross sales of Franchisee's Home Cleaning Centers of America business at such time as Franchisor shall implement a regional or national advertising program. Payment shall be made monthly on the tenth (10th) day of the following month for the gross sales for the previous month. In connection with any national or regional advertising program developed, Franchisor agrees to have all Home Cleaning Centers of America franchisees represented by a committee consisting of Franchisee and Franchisor representatives in the advertising program, and all programs shall require the approval of the majority of any such committee established.

(d) Samples of all local advertising and marketing materials not prepared by Franchisor or previously approved by Franchisor shall be submitted to Franchisor for written approval prior to their use, which approval shall not be unreasonably withheld. If written disapproval is not received by Franchisee within ten (10) days of the date of receipt by Franchisor of such materials, then Franchisor shall be deemed to have waived the required approval; provided, however, that Franchisee shall discontinue the use thereof within a reasonable time if Franchisor subsequently requests such action in writing.

(e) In addition to the foregoing, Franchisee agrees to:

(1) Refrain from using in any way in its advertising the image of any individual, real or fictional, other than those approved by Franchisor;

(2) To adhere to such advertising regulations as Franchisor may impose, to obtain Franchisor's approval of local advertising, and to use only materials, tapes and other advertising materials provided by or approved by Franchisor for local advertising use;

(3) To make all signs and other advertising materials with the letter "R" with a circle around it to protect the Franchisor's right to its various trade marks, service marks and other rights, and to cause all local signs and other advertising materials prepared by or for Franchisee to use and reproduce Franchisor's trade marks, service marks and other symbols, accurately and exactly, in a manner which will best protect these rights, and to refrain from the use of Franchisee's own name or any other name than "Home Cleaning Centers of America" in connection with any of the trade marks, service marks or other rights; and

(4) Refrain from advertising outside of its franchise zone.

ITEM X **EQUIPMENT, SUPPLIES AND OPERATIONAL STANDARDS**

Franchisor will provide Franchisee with the initial complement of equipment, cleaning supplies and uniforms necessary to commence business and such items are provided in consideration for the \$2,000 fee described above in Item VI(b). Franchisee agrees that it will thereafter utilize the equipment and supplies prescribed in the then current Operations Manual furnished by Franchisor. Franchisor makes available to Franchisee such equipment and supplies, in which case the prices and terms of payment for such items may include a markup or profit to Franchisor but shall, in the aggregate, be competitive with the prices and terms of payment for items of comparable quality. In the event that Franchisor does not furnish one or more of any such items, Franchisor shall provide Franchisee with the names and addresses of available sources.

Notwithstanding the foregoing, the Franchisee may, at its election, purchase all equipment and supplies required to be utilized in the Franchisee's business from reputable, dependable sources other than the Franchisor, provided such items are of comparable quality and function as those available from Franchisor and strictly conform to the appearance and uniform standards and specifications of Franchisor and the System existing from time to time. Franchisor may require that Franchisee submit specifications for such items to Franchisor for approval before Franchisee may purchase same for its franchised business. If such specifications, or such item or items do not conform with Franchisor's standards and specifications, Franchisor shall promptly notify the Franchisee, and said item shall not be installed or used by Franchisee. Similarly, Franchisor shall promptly notify Franchisee if such specifications or items meet the Franchisor's standards and specifications.

ITEM XI **BOOK, RECORDS AND BOOKKEEPING SYSTEM**

Bookkeeping Systems. Franchisor shall furnish to Franchisee in its Operations Manual information as to its standard bookkeeping forms, profit and loss, balance sheet and cost control procedures, and Franchisee shall adhere to the forms so provided.

Reports. Franchisee shall deliver to Franchisor within forty-eight (48) hours after the end of each calendar week, a sales report for the preceding week in the form prescribed and furnished by Franchisor for such purposes. Such reports shall, if requested by Franchisor, include a current list of Franchisee's customers and prospective customers, and such information about them as Franchisor may reasonably request. Franchisee shall mail or deliver to Franchisor in the form and procedure prescribed by the Franchisor, accurate monthly profit and loss statements and balance sheets for the monthly period accounted for, both of which shall be submitted on or before the twentieth (20th) day of the month succeeding the month accounted for. All profit and loss statements and balance sheets shall be in accordance with the system of accounting as contained in the Operations Manual or as otherwise directed by Franchisor.

Franchisee shall submit, annually, within ninety (90) days after the close of Franchisee's accounting period, a copy of Franchisee's federal and state income tax returns to Franchisor. Franchisor reserves the right to require that the annually audited financial statements be certified by an independent certified public accountant.

Records of Franchisee. Franchisee shall maintain and keep true and accurate records, books and data, which shall reflect all particulars relating to the business done and expenditures and receipts of the operation. Franchisee shall retain all supporting documents, including, but not limited to, payroll records, payroll tax returns, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices. Franchisor shall have the right to examine and audit all such records, accounts and books at all reasonable times. Franchisee shall pay Franchisor's audit fees, charges and expenses with respect to any periodic or annual audit which reveals an understatement of gross sales on the part of the Franchisee in excess of three (3%) percent.

ITEM XII

HOLD HARMLESS AND INSURANCE

Franchisee hereby agrees to indemnify and hold Franchisor harmless from and against any liability, loss, fines, suits, proceedings, claims, demands or actions, or damages of any kind or nature which Franchisor may incur, including reasonable attorney's fees, as a result of claims, demands, costs or judgments of any kind or nature, by anyone whomsoever, arising out of or in connection with this Agreement, the licensed rights or the operation or ownership of the Franchised Home Cleaning Centers of America business operated by Franchisee pursuant to this Agreement; provided, however, that such indemnity and hold harmless shall not extend to actions brought against Franchisee by one claiming infringement on such claimant's service mark, trade mark or trade name rights, so long as such claim is based on a use by Franchisee in strict accordance with the terms of this Agreement of one or more of the licensed rights. The Franchisor hereby agrees to protect the proprietary marks and indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the proper use of the marks.

Franchisee agrees to procure and maintain during the term of this Agreement public liability insurance, workers' compensation insurance, unemployment compensation insurance, comprehensive

general liability insurance, including personal injury, bodily injury and products liability insurance, and any other forms of insurance which Franchisor may determine are reasonably necessary for Franchisee to procure in order to protect and enhance the image and value of the Home Cleaning Centers of America business. Franchisee agrees to procure coverage in reasonable amounts and having the deductibles from time to time specified by Franchisor either in the Operations Manual or in other written directives, and to procure such insurance from insurance companies which are reputable and credit worthy and in good standing with the Insurance Commissioner in the state or states in which the Franchisee is located. All such policies of insurance shall name Franchisor as an additional named insured and shall contain an endorsement requiring the insured to give Franchisor thirty (30) days advanced written notice before any termination or cancellation of such policy shall be effective, which notice shall specify the reason for the pending termination or cancellation. Franchisee shall deliver certificates of all insurance to Franchisor.

ITEM XIII

OWNERSHIP AND USE OF PROPRIETARY MARKS

(a) All right, title and interest in and to any trade mark, trade name, service mark, trade secret, System, operation manual and the goodwill associated therewith belong to Franchisor and no such right, title or interest is transferred hereunder or is to be transferred hereunder. Franchisee acknowledges Franchisor's sole exclusive right (except for certain rights granted under existing and future franchises and license agreements) to use the Licensed Rights and represents, warrants and agrees that neither during the term of this Agreement nor after the expiration or other termination hereof, shall Franchisee directly or indirectly contest or aid in contesting the validity or ownership of the Licensed Rights nor take any action whatsoever in derogation of Franchisor's claim to rights therein.

(b) Nothing contained in this Agreement shall be construed to vest in Franchisee any right, title or interest in or to the Licensed Rights, System, or the goodwill now or hereafter associated therewith, other than the rights and license expressly granted herein. Any and all goodwill associated with the Licensed Rights shall inure directly and exclusively to the benefit of, and is the property of, Franchisor.

(c) Franchisee shall not incorporate any of Franchisor's trade names, including, but not limited to, "Home Cleaning Centers of America" or words similar thereto in any trade name or firm name of the Franchisee or any corporate name.

(d) Franchisee shall not display or use such trade marks, trade names, service marks, trade secrets and System except as specifically authorized hereunder. It will not do or omit to do anything whereby the proprietary right to use the foregoing shall be endangered or lost. No advertising by Franchisee or other use of Franchisor's service marks, trade marks or trade names shall contain any statement or material which may, in the judgment of the Franchisor, be in bad taste or inconsistent with Franchisor's public image. Franchisee shall adopt and use Franchisor's service marks, trade marks, or trade names only in the manner expressly approved by Franchisor.

(e) Franchisee acknowledges and agrees that Franchisor is the owner of all proprietary rights in and to the systems and methods described in the Operations Manual and Franchisor's training guides and materials, and that the systems and methods in their entirety constitute trade secrets of Franchisor which are revealed to Franchisee in confidence and that no right is given to or acquired by Franchisee to disclose, duplicate, license, sell or reveal any portion thereof to any person other than an employee of the Franchisee required by his work to be familiar with relevant portions thereof. Franchisee hereby represents, warrants and agrees to keep and respect the confidence extended hereby. Franchisee further acknowledges that the System, knowledge and materials furnished to Franchisee hereunder are and will remain the property of Franchisor and must be returned to Franchisor immediately upon the termination of this Agreement. Franchisee agrees to make no copies of any of the aforesaid confidential materials. In the event the Operations Manual is lost, stolen, misplaced, destroyed or otherwise made unavailable to Franchisee, Franchisee shall be charged a fee of \$5,000.00 for the replacement of the Operations Manual, unless Franchisee shall have exercised reasonable care to prevent the occurrence of such an event.

(f) Franchisee shall not represent nor hold himself out as an agent, legal representative, partner, subsidiary, joint venturer, or employee of Franchisor. Franchisee shall have no right or power to, and shall not bind or obligate Franchisor in any way, manner or thing whatsoever, nor represent that it has any right to do so.

(g) In all public records and in its relationship with other persons, on letterhead and business forms, Franchisee shall indicate its independent ownership of said business, and that it is only a Franchisee of Franchisor.

(h) The covenants set forth in this Article shall survive the termination or expiration of this Agreement.

ITEM XIV **ASSIGNMENT AND RIGHT OF FIRST REFUSAL**

(a) Franchisee may not sell, assign, transfer, sublicense, subfranchise, or encumber this Agreement, the franchise granted herein, the Licensed Rights, or any other interest hereunder, a substantial portion of the assets of the franchised business, or Franchisee's customer list, nor suffer or permit any such assignment, transfer or encumbrance to occur by will, or by operation of law, or otherwise, without the express prior written consent of Franchisor.

If Franchisee is a corporation, partnership, unincorporated association or a similar entity, the terms of this Item XIV shall apply to any sale, resale, pledge, assignment, transfer or encumbrance of the voting stock of, or other ownership interest in Franchisee which would, alone or together with other related, previous, simultaneous or proposed transfers, whenever made or however effected, result in a change of ten (10%) percent or more of the voting stock or other ownership interest in Franchisee, whether by operation of law or otherwise.

As used in this Item XIV the term "Franchisee" shall be deemed to include the person or persons who control Franchisee as disclosed to Franchisor in writing upon the execution of this Agreement, in the form set forth as Exhibit "B" hereto and incorporated by reference herein.

(b) If Franchisee receives from a third party, and desires to accept, a bona fide written offer to purchase its business, customer list, this Franchisee, the Licensed Rights, or other rights and obligations arising under this Agreement, then Franchisor shall have the option, exercisable within thirty (30) days after written notice and receipt of a copy of such offer and other information set forth in this Item XIV(b), to purchase such business, the franchise, the Licensed Rights, and Franchisee's interest in this Agreement on the same terms and conditions as offered by said third party. If Franchisor does not exercise its option, Franchisee may, within sixty (60) days from the expiration of the option, sell, assign, and transfer its business, franchise, Licensed Rights and other interests hereunder to said third party, provided Franchisor has consented in writing to such transfer and assignment as required by this Item XIV. Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by Franchisor as in the case of an initial offer.

(c) In the event of the death, disability or permanent incapacity of Franchisee (or appointment of a conservator or guardian of the person or estate of Franchisee, or if Franchisee is a corporation or general or limited partnership, then upon the death, insanity, permanent disability of the corporation's principal officer or general partner), Franchisor shall not unreasonably withhold its consent to the transfer of all of the interests of Franchisee to his spouse, heirs or relatives, whether such transfer is made by will or by operation of law, provided that the requirements of Item XIV(d) hereof have been met. In the event that Franchisee's heirs do not obtain the consent of Franchisor as prescribed herein, the personal representative of Franchisee shall have reasonable time to dispose of Franchisee's interest hereunder, which disposition shall be subject to all the terms and conditions for transfers under this Agreement.

(d) Franchisor agrees not to unreasonably withhold its consent to a sale, assignment, transfer or encumbrance by Franchisee hereunder, whether by will, operation of law, or otherwise. Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless:

- (1) all obligations of the Franchisee created by this Agreement are assumed by the transferee;
- (2) all ascertained or liquidated debts of Franchisee to Franchisor are paid;
- (3) Franchisee is not then in default under this Agreement;
- (4) Transferee satisfactorily completes the training required of new Franchisees prior to the date of transfer;
- (5) Franchisee satisfies Franchisor that the Transferee meets all the requirements of Franchisor for new franchise owners, and completes the current franchise application; and

(6) Franchisee or Transferee pays to Franchisor a transfer fee in an amount sufficient to cover Franchisor's reasonable costs in effecting the transfer and in providing training and other additional assistance to Transferee.

(7) All other ascertained or liquidated debts of Franchisee are paid or adequate provision has been made therefor;

(8) Transferee signs Franchisor's then current, standard Franchise Agreement and any other agreements then being required by Franchisor of new franchisees on the date of transfer, although Transferee shall not be required to pay a new initial franchise fee; and

(9) Franchisee executes a general release in a form satisfactory to Franchisor of any and all claims against Franchisor.

(e) Franchisee may assign its interest hereunder to a corporation approved by Franchisor and in which Franchisee will own legally and beneficially all of the issued and outstanding stock of said Corporation. Such assignee corporation shall be closely held and shall not engage in any business activity other than those directly related to the operation of a Home Cleaning Centers of America business pursuant to the terms and conditions of this Agreement.

If the rights of Franchisee are assigned to a corporation, Franchisee or if Franchisee is a corporation, partnership or other business association, the persons who control Franchisee shall, throughout the term of this Agreement, act as such Corporation's principal officer or officers and directors.

In the event an assignment is permitted and effected hereunder, the present Franchisee/Assignor shall remain and be jointly and severally liable for all monies due Franchisor, and hereby irrevocably guarantees the performance of each and every obligation imposed on the Franchisee herein to be extended as if said Assignment had not taken place.

I HAVE READ, UNDERSTAND AND EXPRESSLY AGREE TO THE OBLIGATIONS AND REQUIREMENTS OF THIS ITEM XIV.

_____(SEAL)

(f) Franchisee acknowledges and agrees that the restrictions on transfer imposed herein are reasonable and are necessary to protect the Franchise, the Licensed Rights as well as the reputation and image of Home Cleaning Centers of America. Any assignment or transfer permitted by this Item XIV shall not be effective until Franchisor receives a completely executed copy of all transfer documents.

ITEM XV
DEFAULT AND TERMINATION

(a) Franchisee hereby acknowledges that strict and exact performance of all terms, obligations and requirements of this Agreement to be performed by Franchisee is necessary not only for the protection of Franchisor and the Licensed Rights, but also for the protection of all franchises now existing or future owners or operators of Home Cleaning Centers of America businesses. It is therefore agreed that any failure by Franchisee to strictly and exactly perform any term, obligation, or requirement imposed on Franchisee in this Agreement shall constitute a default under this Agreement. It is also agreed without limiting the generality of the immediately foregoing sentence, that the occurrence of the following events, whether or not included within the generality of the immediately foregoing sentence, shall constitute a default under this Agreement:

(1) If Franchisee, or any person controlling, controlled by or under common control with Franchisee (not including employees of the Franchisee) shall be adjudicated a bankrupt, becomes insolvent, or if a receiver (permanent or temporary) of its property or any part thereof is appointed by a court of competent authority, if it makes a general assignment for the benefit of its creditors, or if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless supersedeas bond is filed), or if execution is levied against Franchisee's business or property, or if suit to foreclose any lien or mortgage against the premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days;

(2) If Franchisee fails to maintain the standards as set forth in this Agreement, and as may be supplemented by the Operations Manual, as to cleanliness and uniformity and said failure shall continue after notification or if Franchisee repeatedly commits violations of such provisions;

(3) If Franchisee suffers a violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the Home Cleaning Centers of America business and permits the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the application or legality of such law, ordinance, rule or regulation, and Franchisee promptly resorts to courts or forums of appropriate jurisdiction to contest such application or legality;

(4) If Franchisee ceases to do business at the premises or defaults on any lease or sublease or loses its right to the possession of the premises; provided, however, that if the loss of possession is attributable to the proper governmental exercise of eminent domain, or if the premises are damaged or destroyed by a disaster of such nature that the premises cannot be reasonably restored, then Franchisee may relocate to other premises approved by Franchisor for the balance of the term hereof;

(5) If Franchisee shall misuse the Licensed Rights, or otherwise materially impair the goodwill associated therewith or Franchisor's rights therein, or otherwise use any names, marks, systems, insignia or symbols not authorized by Franchisor;

(6) If Franchisee or persons controlling, controlled by or under common control with Franchisee shall have any interest, direct or indirect, in the ownership of or operation of any cleaning business which is similar in concept or in any way imitates Home Cleaning Centers of America businesses or operates in a manner tending to have such effect;

(7) If Franchisee shall fail to remit any payments when due to Franchisor;

(8) If Franchisee shall fail to submit to Franchisor any financial or other information required under this Agreement;

(9) If Franchisee shall fail to operate a Home Cleaning Centers of America business in accordance with the Operations Manual or other manuals or shall fail to conform to the specifications and standards of Franchisor or shall fail in any other way to maintain Franchisor's standards of quality in appearance and service in the operation of the business; or

(10) If Franchisee defaults in the performance of any other obligation under this Agreement or any other agreement with or obligation to the Franchisor.

In the event that Franchisee shall breach any provision hereof or otherwise fail to comply with Franchisor's standards and specifications, as outlined in Franchisor's Operations manual or elsewhere, Franchisor shall have the right, without further notice to the Franchisee, to act to cure such breach on behalf of the Franchisee, without being liable for trespass or other tort. In such event, Franchisee shall, within ten days of receipt of notice of such action, reimburse Franchisor for any amounts of money expended in connection with such action by the Franchisor.

(b) Upon occurrence of any event of default specified generally or specifically in sub-items (a)(2) through 10 of this Item XV, Franchisor may, without prejudice to any other rights and remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective ten (10) days after written notice is given by Franchisor to Franchisee of the event of default, and of the fact that termination shall so occur unless all of the defaults specified in such notice are cured within such ten (10) day period. If such event of default is, by its nature not curable within such ten (10) day period, Franchisee shall, within such ten (10) day period, commence efforts to cure such default and shall thereafter continue to diligently pursue the cure of such event of default. The Franchisor may terminate this Agreement without prior notice to or right to cure by the Franchisee in the event that the Franchisee has committed repeated violations of this Agreement, for which the Franchisee has received notice, or has failed to maintain the standards as to cleanliness and uniformity set forth in this Agreement and in the Operations Manual after repeated notice thereof.

If any applicable law or rule of any jurisdiction requires a greater prior notice of termination of, or the election not to renew this Agreement, or the taking of some other action with respect to such termination or election not to renew than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.

(c) Upon termination, cancellation or expiration of this Agreement, or upon the expiration of the term hereof, Franchisee agrees as follows:

(1) To pay immediately to Franchisor the full amount of all sums due under this Agreement;

(2) Franchisee shall not thereafter use or adopt any trade secrets disclosed to it hereunder or any emblems, signs, displays or other property on which Franchisor's name or trade names are imprinted, or any trade marks, service marks, or trade names confusingly similar thereto. It shall not otherwise use or duplicate the Home Cleaning Centers of America System or any portion thereof or assist others in doing so. Franchisee shall remove from its premises all signs, emblems, and displays identifying it as associated with Franchisor or the Home Cleaning Centers of America System. It shall cease to use and shall return to Franchisor the Operations Manual and all other manuals, plans and specifications, designs, records, data samples, models, programs, handbooks, or drawings, and all copies thereof, concerning Franchisor's operations, the Home Cleaning Centers of America System, or the Licensed Rights;

(3) Franchisee shall change the color scheme and the decor of the premises and shall make or cause to be made such changes in its signs, buildings and structures as Franchisor shall reasonably direct so as to effectively distinguish the same from its former appearance and from any other Home Cleaning Centers of America franchise business, and if the Franchisee fails or refuses to comply herewith, then Franchisor shall have the right to enter upon the premises where said business is being conducted without being guilty of trespass, or any other tort, for the purpose of making or causing to be made such changes at the expense of the Franchisee, which expenses Franchisee shall pay upon demand;

(4) Franchisee shall cease immediately to hold itself out in any way as a franchisee of Home Cleaning Centers of America, Inc. or do anything which would indicate any past or present relationship between it and Franchisor;

(5) All rights, claims and indebtedness which may accrue to Franchisor prior to termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration and be enforceable.

(d) Franchisor's Option and Obligation to Purchase.

(1) Upon termination, cancellation or expiration hereof, Franchisor shall have the right and option to purchase any equipment and supplies of the franchised business, at their

fair market value. Such right or option of the company shall be exercised by giving Franchisee written notice of the exercise of its option within thirty (30) days after termination, cancellation or expiration thereof. Franchisor shall also have the right to require Franchisee to assign to Franchisor the telephone number or numbers used by Franchisee in the operation of the franchised business. Franchisor shall further have the right to assume any lease which Franchisee may have for the premises in which the franchised business is located. Franchisee further acknowledges that the identity of the customers of the franchised business is one of the most valuable assets of the franchised business. Franchisee agrees that Franchisee may not sell its customer list except in strict conformity with the provisions of Item XIV above, and may not disclose the customer list to any person whomsoever, either during the term hereof or within two years thereafter, as provided in Item XVI(b) below. It is further agreed that upon the termination or expiration of this Agreement, the customer list shall become the property of Franchisor, and may not be conveyed or otherwise disclosed by Franchisee.

(2) In the event of termination by expiration of this Agreement or condemnation of the premises, Franchisee shall not remove any of such items prior thereto; and in the event of termination for any other reason hereunder, Franchisee shall not remove such items without Franchisor's consent for thirty (30) days thereafter.

(3) Franchisor's option hereunder are without prejudice to its rights under any security agreement held by it or with respect to which it may have a guarantor's or surety's subrogation interest. If Franchisor exercises any of the foregoing options, it may pay any debts which the Franchisee owes to it and/or to third persons, including but not limited to, utilities and designated suppliers, and shall remit any balance of the purchase price to the Franchisee. There shall be no allowance for goodwill.

ITEM XVI **NON-COMPETITION AND CONFIDENTIALITY**

(a) Franchisee and persons controlling, controlled by or under common control with Franchisee will not, without Franchisor's prior written consent:

(1) Have any interest, direct or indirect, in the ownership or operation of any cleaning service with similar concept to that of a Home Cleaning Centers of America business within the franchise zone or any point within thirty (30) miles thereof, within the term of the Franchise Agreement or one (1) year thereafter;

(2) At any time, during the term of this Agreement or thereafter, use, in connection with the operation of any commercial or residential cleaning business wherever located, any of the Licensed Rights or any other names, marks, systems, insignia or symbols, provided by Franchisor to Franchisee pursuant to this Agreement, or cause to permit any such facility to look like, copy or imitate any Home Cleaning Centers of America business operated or to be operated in a manner tending to have such effect.

(3) It is hereby acknowledged by Franchisor and Franchisee that the determined market area for the Home Cleaning Centers of America business is the franchise zone set forth in Exhibit A attached hereto. As one of the conditions of having entered into this Franchise Agreement and licensing this market area, and as mutual consideration for this Agreement, it is hereby acknowledged that Franchisee shall have exclusive rights to operate the Home Cleaning Centers of America business within said market area, and that Franchisor shall have the exclusive right to operate a Home Cleaning Centers of America business in any area in which it is presently operating or under agreement with other franchisees. Franchisor agrees that subsequently signed Franchise Agreements will provide that such subsequent Franchisees shall not perform services customarily performed by Home Cleaning Centers of America businesses within the area franchised to Franchisee hereby. It is further acknowledged by Franchisee that Franchisor has expended considerable sums in developing the Licensed Rights and the proprietary information described hereunder, and that to permit Franchisee to compete in any area in which Franchisor is operating a Home Cleaning Centers of America business or in any area which Franchisor has licensed other Franchisees to operate Home Cleaning Centers of America businesses during the term of this Agreement would be detrimental to Franchisor and other licensed Franchisees.

(4) Franchisee will not, within two years after the termination or expiration of this Agreement, solicit home cleaning work of the type performed by the franchised business, from any past or present customer of the franchised business.

(b) Franchisee and persons controlling, controlled by or under common control with Franchisee shall at all times treat as confidential the Operations Manual, and any other manuals or materials designated for confidential use by Franchisor. It is hereby acknowledged and agreed that the trade secrets and other information pertaining to Franchisor's business and the operation of a Home Cleaning Centers of America business, including but not limited to, instructions for cleaning and for quality contained in the Operations Manual and all other information pertaining to Franchisor's business and the operation of a Home Cleaning Centers of America business, including Franchisee's customer list, and all prints and copies of the foregoing, are confidential. Franchisee and persons controlling, controlled by or under common control with Franchisee hereby covenant and agree not to reveal any part of the foregoing to any other party except as may be appropriate and professionally necessary to operate the Home Cleaning Centers of America business and only while this Agreement is in effect. Franchisee further acknowledges that the unauthorized use or disclosure of such confidential information will cause incalculable and irreparable injury to Franchisor.

(c) Franchisee shall cause any person who is actively involved in the management or operation of the business of Franchisee pursuant to this Agreement at the time of his employment, but not later than at the time of completion of his training course, to enter into a Confidentiality and Non-Competition Agreement in the form recommended from time to time by Franchisor, which Agreement shall inure to the benefit of and be enforceable by Franchisor. Franchisor reserves the right to require all of the Franchisee's managers, at the outset of the training of such managers, to

execute a Non-Competition and Confidentiality Agreement prior to completion of said training course.

ITEM XVII
REPRESENTATIONS AND WARRANTIES OF FRANCHISEE

(a) Franchisee acknowledges and agrees that the operating techniques of Franchisor through its Home Cleaning Centers of America System which includes without limitation its Operations Manual, its program for the care, maintenance and use of the premises and equipment as well as the sale and use of products and supplies by Franchisor or sources made available by it, and the issuance of detailed specifications are necessary to achieve uniformity and excellence of product and service, and are of great and equal importance to Franchisor, the Franchisee and the public; that a failure by Franchisee to comply with the provisions of same will reflect adversely on Franchisor and other Franchisees, and will be an imposition upon, and a misrepresentation to, persons doing business with the Franchisee in reliance upon the Franchisor's reputation, trade name and trade marks.

(b) Franchisee hereby represents and warrants that if Franchisee is a corporation it is duly organized and validly existing under the laws of the State of _____. Franchisee further represents and warrants that this Agreement is legal, valid and binding on it and warrants that Franchisee has full power, right and authority to enter into this Agreement and to perform its obligations hereunder, that the execution, delivery and performance of this Agreement by Franchisee has been duly and effectively authorized by all requisite corporate action. Franchisee further represents and warrants that Franchisee is authorized by its creating instrument to enter into this Agreement, and that the persons executing this Agreement on behalf of Franchisee have full power, right and authority to enter into this Agreement and to obligate Franchisee hereunder.

(c) Franchisee hereby represents and warrants that the execution, delivery and performance of this Agreement will not violate any agreements of Franchisee or its principals with any persons or entities, whether written or oral and that entering into this Agreement is not an infringement upon the proprietary rights of other persons or entities.

(d) Franchisee hereby agrees to indemnify and hold Franchisor harmless from and against any liability, loss, or damage Franchisor may incur, including reasonable attorney's fees, as a result of claims, demands, costs or judgments of any kind of nature, by anyone whomsoever, arising out of or in connection with the representations and warranties made hereunder. Franchisee further agrees that it will be liable for and will promptly pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in obtaining money damages or injunctive or other relief in connection with this Franchise Agreement.

ITEM XVIII
MISCELLANEOUS - GENERAL PROVISIONS

(a) **Marketing Information.** Franchisor shall have the right from time to time to require Franchisee to furnish requested marketing information based on Franchisee's records, which

information will be used by Franchisor in making surveys and analyses designed to benefit and improve the business and operating results of Franchisee or other Home Cleaning Centers of America franchisees. Franchisee, upon such request, shall promptly furnish such information.

(b) **Improvements to System.** Any and all improvements in the Home Cleaning Centers of America System developed by Franchisee, Franchisor or other Franchisees shall be and become the sole and absolute property of Franchisor, and Franchisor may incorporate the same in the Home Cleaning Centers of America System and shall have the sole exclusive right to copyright, register and protect such improvements in the Franchisor's own name to the exclusion of Franchisee, whose right to use such improvements is limited to its rights as a Franchisee hereunder.

(c) **Governing Law and Venue.** The validity and effect of this Agreement are to be governed by and construed and enforced in accordance with the laws of the State of Kansas.

The parties agree that any action brought by either party against the other party in connection with any rights or obligations arising out of this Agreement shall be instituted properly in a federal or state court of competent jurisdiction with venue only in the county of Johnson, State of Kansas or in the United States District Court appropriate for Johnson County; either party to this Agreement named as a defendant in an action brought in connection with this Agreement in any other court outside of the above-designated county or district shall have the right to have the venue of said action changed to the above-designated county or district, or, if necessary, have the case dismissed, requiring the other party to refile said action in an appropriate court in the above-designated county or federal district. If either party is not a resident of, or does not maintain a presence in Johnson County Kansas, then such party hereby agrees to submit personally to the jurisdiction of a court of competent subject matter jurisdiction located in the above-designated State and county or federal district. The parties acknowledge that this Agreement is executed in, and that a material portion of Franchisee's and Franchisor's obligations under this Agreement are to be performed in, the above-designated State and county and federal district. This provision shall not restrict or prohibit the Franchisor from seeking and obtaining injunctive relief in any court of competent jurisdiction. SEE APPENDIX.

(d) **Severability.** If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect; and it is the intention of Franchisor and Franchisee that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

(e) **Waiver.** The failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder shall not, and no custom or practice of the parties at variance with the terms hereof shall, constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(f) **Time.** Time is of the essence of this Agreement.

(g) **Survival of Covenants.** The covenants and agreements made by Franchisee hereunder shall be perpetual and shall survive the expiration or termination of this Agreement.

(h) **Notices.** All notices hereunder shall be in writing and shall be duly given if hand delivered or sent by registered mail, postage prepaid, addressed:

- (1) If to Franchisor at: 10851 Mastin Boulevard, Suite 130, Overland Park, Kansas 66210
- (2) If to Franchisee at: _____, or at such other address as Franchisor shall have specified by notice to the other party hereunder. Notice given as aforesaid shall be deemed received on the date of actual receipt.

(i) **Entire Agreement.** This Agreement constitutes the entire agreement between Franchisor and Franchisee and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to the subject matter hereof, except for or other than those contained in the Uniform Franchise Offering Circular (UFOC). No change, termination or attempt waiver of any provisions of this Agreement shall be binding upon the parties hereto unless in writing and signed by Franchisor and Franchisee.

(j) **Joint and Several Obligations.** If the Franchisee consists of more than one person, their liability and obligation under this Agreement shall be deemed to be joint and several.

(k) **Counterparts, Paragraph Titles, Pronouns.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The paragraph headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and genders.

ITEM XIX **ACKNOWLEDGMENTS**

Franchisee hereby acknowledges the following:

(a) That it has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks making the success of the venture largely dependent upon the business abilities of Franchisee, and Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

(b) That it has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. Franchisee

represents as an inducement to his entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

(c) That Franchisee has received, read and understood this Agreement and that Franchisor has fully and adequately explained the provisions of each to its satisfaction, that Franchisee has had the opportunity to meet with Franchisor to ask questions and receive answers about the franchise and to obtain additional information for verification purposes.

(d) That Franchisee has carefully read and understands the terms of this Agreement, and has, to the extent Franchisee felt necessary, discussed its requirements and other applicable limitations with its counsel.

(e) That Franchisee, together with his advisers, has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in a Home Cleaning Centers of America business and making an informed investment decision with respect thereto. (f) That Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of Agreement, and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

(g) That Franchisee has received all information about the financial status of Franchisor, the Licensed Rights, the franchising program of Franchisor, and all other matters to which it requested access.

ITEM XX.
EFFECTIVE DATE

This Agreement shall be effective as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement and have hereunto set their hand and seal.

Attest:

**HOME CLEANING CENTERS
OF AMERICA, INC.**

(Corporate Seal)

By: _____
Dated: _____

Witness or Attest:

FRANCHISEE:

Witness
(Corporate Seal)

By: _____
Dated: _____

State Law Appendix

Illinois State Law Appendix

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois Law, ILCS 705/19 and 705/20.

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 the Act is void."

The Franchise Agreement requires that a Franchisee shall be subject to the jurisdiction or venue of any state or federal court in Kansas. These provisions are not enforceable under Illinois law, and jurisdiction and venue shall be in Illinois for any dispute arising out of the Franchise Agreement or the relationship of the parties to that agreement.

Section XIX(a) of the Franchise Agreement is hereby rewritten to read as follows:

"Franchisee hereby acknowledges the following:

(a) That it has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks making the success of the venture largely dependent upon the business abilities of Franchisee."

Minnesota State Law Appendix

Minnesota law provides franchisees with certain termination and non-renewal rights. The Franchisor will comply with Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Minnesota law thus modifies Items 2 and 15.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or 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.

Washington State Law Appendix

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 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 of 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 franchisor's reasonable estimated or actual costs in effecting a transfer.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THIS FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX THEREIN.

Applicable State or Commonwealth _____.

In Witness Whereof, the parties hereto have duly executed and delivered this Appendix as of the Effective date of the Franchise Agreement.

Home Cleaning Centers of America, Inc.

Prospective Franchisee

EXHIBIT A
FRANCHISED ZONE

EXHIBIT B

ACKNOWLEDGMENT REGARDING CONTROLLING PERSONS

(if franchisee is not an individual)

Franchisee hereby acknowledges that Franchisee is a :

- _____ partnership
- _____ joint venture
- _____ corporation
- _____ or other business form

(check one)

In accordance with the requirements of the Franchise Agreement attached hereto, Franchisee hereby warrants and represents that the following persons, own either legally or beneficially, voting control of Franchisee:

<u>Name</u>	<u>Type of Ownership (Legal or Beneficial)</u>	<u>Percentage of Interest Owned</u>
-------------	--	---

Franchisee hereby acknowledges that Franchisor is relying on these representations as a material basis for entering into this Franchise Agreement, and that the information set forth above is true and correct.

FRANCHISEE:

By: _____

Title: _____

Dated: _____

Witness

Sworn to and subscribed before me
this ____ day of _____,
200_.

Notary Public

PERSONAL GUARANTY

We, the undersigned, in order to induce Home Cleaning Centers of America, Inc. to enter into the within Franchise Agreement, hereby, jointly and severally, personally guarantee performance of this Agreement in its entirety and specifically, but without limitation thereto, the monetary obligations of Franchisee hereunder, as if each of us were the Franchisee.

GUARANTORS

Witness

Date: _____

Witness

Date: _____

Witness

Date: _____

Witness

Date: _____

Witness

Date: _____