

FRANCHISE DISCLOSURE DOCUMENT

MilliCare Textile and Carpet Care,
a division of Milliken Services, LLC
(a South Carolina limited liability company)
920 Milliken Road
Spartanburg, SC 29303
(706) 880-3054
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RECEIVED
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SECURITIES

milliCare®

Textile and Carpet Care

The franchise offered is for a MilliCare Textile and Carpet Care business which will provide cleaning and maintenance of floor coverings, interior finishes and interior furnishings, and related services in commercial, industrial, and office properties.

The total investment necessary to begin operation of a new MilliCare franchise is \$110,300 to \$152,500, but it may be lower for an existing business that is already incurring some of the overhead costs required for the initial investment. This includes, for a new franchise, \$25,000 that must be paid to us as an initial franchise fee, \$2,000 that must be paid to us as an initial training fee, and \$31,000 that must be paid to us for a start-up package of equipment and materials.

If you are already a MilliCare franchisee and are buying an additional MilliCare franchise, the initial franchise fee will be \$20,000; there will not be an initial training fee, and you will not have to buy a start-up package of equipment and materials if your new Marketing Area will be contiguous to your existing Marketing Area. If you are purchasing a MilliCare franchise for a secondary market, the initial franchise fee will be \$15,000.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Recruiting Director, John "Fred" Salitore, at the address or telephone number above.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 29, 2012
(See State Cover Page for state effective dates.)

STATE COVER PAGE

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

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

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

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

1. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO ARBITRATE WITH US ONLY IN THE STATE OF SOUTH CAROLINA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN SOUTH CAROLINA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT REQUIRES THE FRANCHISEE TO RESOLVE CLAIMS THAT ARE NOT SUBJECT TO ARBITRATION BY LITIGATION ONLY IN OR NEAR SPARTANBURG, SOUTH CAROLINA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO LITIGATE WITH US IN SOUTH CAROLINA THAN IN YOUR HOME STATE.
3. THE FRANCHISE AGREEMENT STATES THAT DELAWARE LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
4. YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. WE MAY ESTABLISH OTHER FRANCHISED OR COMPANY-OWNED BUSINESSES THAT WILL COMPETE WITH YOUR BUSINESS.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

NOTE: THE FRANCHISE AGREEMENT PROVISIONS REFERRED TO IN THE RISK FACTORS ABOVE MAY BE VOID UNDER SOME STATE FRANCHISE LAWS, AND

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