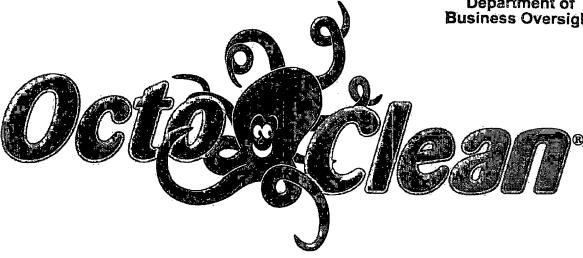


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Department of Business Oversight



UNIT FRANCHISE DISCLOSURE DOCUMENT





FRANCHISE DISCLOSURE DOCUMENT
OctoClean Franchising Systems, Inc.
A California Corporation
3357 Chicago Avenue
Riverside, CA 92507
(951) 683.5859
www.octoclean.com
chuck@octoclean.com

As a franchisee you will offer commercial cleaning, maintenance and janitorial services using the OctoClean® System and Marks.

The total investment necessary to begin operation of an OctoClean franchise is \$9,480-\$182,150. This includes a franchise fee of \$9,500 for Initial Business of \$1,500 per month to \$57,500 for Initial Business of \$20,000 per month that must be paid to the franchisor or affiliate.

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

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 on franchising.

| There may also be | laws on franchising in your state | e. Ask your state agencies about them |
|-------------------|-----------------------------------|---------------------------------------|
| Issuance date: | , 2018 | |



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 B 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 AY 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:

Risk Factors:

THE UNIT FRANCHISE AGREEMENT STATES THAT, WITH FEW EXCEPTIONS, CALIFORNIA 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

THIS FRANCHISE DOES NOT RECEIVE SPECIFIC TERRITORIAL RIGHTS AND MAY FACE COMPETITION FROM UNIT FRANCHISOR OR OTHER FRANCHISES.

UNIT FRANCHISOR HAS AN UNCONDITIONAL RIGHT TO "SELL, ASSIGN OR OTHERWISE TRANSFER ITS RIGHTS IN AND TO THE UNIT FRANCHISE AGREEMENT.

IF YOUR FRANCHISE FAILS, BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, INCLUDING YOUR HOME, COULD BE LOST IF:

- YOU LIVE IN A COMMUNITY PROPERTY STATE; OR
- YOU LIVE IN ANOTHER STATE, AND YOUR SPOUSE MUST SIGN A DOCUMENT SUCH AS A GUARANTEE THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF YOUR SPOUSE DOES NOT OWN ANY PART OF THE FRANCHISED BUSINESS.

THE FRANCHISOR PERFORMS BILLING AND COLLECTION FOR ALL SERVICES THAT YOU PROVIDE TO YOUR CUSTOMERS, WHETHER YOU OBTAIN THE CUSTOMER OR THE FRANCHISOR PROVIDES THAT CUSTOMER TO YOU. IF THE ACCOUNTS YOU SERVICE DO NOT PAY, YOU SUFFER THE LOSS OF NONPAYMENT. IF THE FRANCHISOR TAKES ACTION TO COLLECT PAYMENTS, THE FRANCHISOR DOES SO SOLELY AT YOUR EXPENSE.

THE SIZE, NUMBER, AND LOCATION OF ACCOUNTS OFFERED TO YOU ARE SOLELY WITHIN THE FRANCHISOR'S DISCRETION. IF YOU REJECT AN ACCOUNT

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OctoClean Franchising Systems, Inc. Unit Disclosure Document

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