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IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DISTRICT OF COLUMBIA, Plaintiff, v. **NABICORP ENTERPRISES, INC.,** ***et al*****.,** Defendants.	Case No: 2022 CA 003128 B

SETTLEMENT AGREEMENT AND RELEASE

The Attorney General for the District of Columbia, on behalf of the District of Columbia ("**District**"), Jan-Pro Franchising International, Inc. ("**JPI**"), and Nabicorp Enterprises, Inc. ("**Nabicorp**") (together with JPI, "**Defendants**", and collectively with the District, the "**Parties**") have entered into this Settlement Agreement and Release ("**Agreement**") to resolve all matters in dispute in this action between them as of the date on which this Agreement is fully executed by all Parties (the "**Effective Date**").

THE PARTIES

1. Plaintiff, District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the seat of the government of the United States. D.C. Code § 1-102. The District states that the Attorney General for the District of Columbia is the chief legal officer for the District of Columbia. Pursuant to D.C. Code § 32-1306, the Attorney General for the District of Columbia is authorized to bring civil actions seeking back wages, liquidated damages, civil penalties, costs, attorneys' fees, and equitable relief under, *inter alia*, the District's Wage Payment and Collection Law ("WPCL"), D.C. Code § 32-1301 *et seq.* and Sick and Safe Leave Act ("SSLA"), D.C. Code § 32-531.01 *et seq.*

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2. Defendant JPI is a Massachusetts corporation with its principal office in Georgia. JPI states that it owns the "Jan-Pro Franchising System," a three-tier franchising system used in commercial cleaning. JPI states that it is the master franchisor and owns the service mark JAN-PRO CLEANING & DISINFECTING™ and related marks (the "Jan-Pro Proprietary Marks") as well as a distinctive set of specifications and procedures it has developed to help enable local franchises succeed in business by delivering a uniform, consistent, and repeatable experience for commercial cleaning customers. JPI further states that JPI's business consists of: (i) selling regional franchises to independent operators known as "Regional Master Franchisees" and (ii) supporting the Regional Master Franchisees.

3. Defendant Nabicorp is a Virginia corporation that is a Regional Master Franchisee in the Jan-Pro Franchising System. Nabicorp states that, pursuant to its Regional Master Franchise Agreement with JPI, Nabicorp grants unit franchises to individuals and entities (the "Unit Franchisees") who then build their own local businesses (the "Franchised Businesses") providing commercial cleaning services utilizing the Jan-Pro Franchising System, with marketing and administrative support from Nabicorp.

THE LITIGATION

4. On July 13, 2022, the District filed a Complaint commencing the above-captioned action in the Superior Court of the District of Columbia, Civil Division, where it was assigned Case Number 2022-CA-003128-B (the "Lawsuit"). On September 9, 2022, JPI and Nabicorp (together, the "Defendants") filed an Answer in which they denied all material substantive and procedural allegations made in the operative complaint.

5. In the Lawsuit, the District's Complaint alleged that, from 2015 to 2022, Nabicorp sold Unit Franchises to individuals living and working in the District of Columbia including,

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without limitation, the persons listed on Exhibit A ("Franchise Owners"). The District brought its claims seeking relief for Franchise Owners. The District alleged that Nabicorp classified these Franchise Owners as independent contractors; however, the District contends that, under the economic reality of the arrangement, these Franchise Owners should have been classified as employees. The District further alleges that JPI should be considered a joint employer of the Franchise Owners. Accordingly, the District claims that the Defendants violated the WPCL by deducting fees from Franchise Owners' wages and failing to provide them with pay stubs, and the SSLA by not providing them required sick leave.

6. Defendants deny the allegations in the Lawsuit and contend that the Complaint's allegations are meritless and without legal or factual basis. Defendants maintain that they have at all times complied with applicable law, contend that the Franchise Owners owned and operated legitimate small businesses, assert that all fees collected from Unit Franchisees were lawful contractually permitted payments, and that the Unit Franchisees were properly classified as independent contractors consistent with the franchise relationship. Defendants believe they have strong and meritorious defenses to all claims alleged in this action.

7. Notwithstanding Defendants' denial of any and all allegations and liability, and without conceding the merit or lack of merit of any claim or defense, or the existence of any liability whatsoever, the Parties have agreed to a negotiated settlement to avoid the burden, expense, and uncertainty of continued litigation, and to settle, compromise, and finally and forever resolve the Lawsuit, as well as the existing and potential claims that are set forth in the Release in Paragraphs 14 and 15.

8. Nothing herein shall constitute any admission by Defendants of legal wrongdoing or liability or of the truth of any factual allegations in the Complaint. To the contrary, Defendants

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have denied and continue to deny each and every material factual, procedural, and/or legal allegation, and alleged claim asserted in this action, and have contended throughout the pendency of the Lawsuit that the relationship between Nabicorp and Franchise Owners is properly regarded as an independent contractor relationship under applicable franchise law.

9. Likewise, nothing herein shall constitute a concession by the District that its claims and allegations in this action are not well founded.

10. The settlement of this action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations in the Complaint; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Likewise, nothing in this Agreement or its execution is, nor shall be deemed to be, an admission on the part of the District.

MONETARY SETTLEMENT TERMS

11. **Gross Settlement Value**. Defendants agree to pay, in the manner set forth below, an aggregate total of $279,000 (the "Gross Settlement Value" or "GSV"). Each "Eligible Claimant" is a Unit Franchisee that had an active cleaning contract with a customer in the District of Columbia from July 13, 2019 through the Effective Date (the "Relevant Period"). The GSV consists of (a) a "District Share" of $219,200 to be paid to the District, (b) an "Eligible Claimant Pool" of $54,800 to be paid to Eligible Claimants upon their compliance with certain prerequisites set forth below, and (c) an "Administrative Fee" of $5,000 to be paid to Nabicorp to administer the Eligible Claimant Pool. The names of the owners of each Eligible Claimant are listed in

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Appendix A, along with a minimum distribution amount allocated to each Eligible Claimant (the "Eligible Claimant Share"). For the avoidance of doubt, Unit Franchisees with multiple owners shall be jointly considered as an Eligible Claimant with a single Eligible Claimant Share. The GSV is the absolute maximum amount that Defendants shall be required to pay for settlement of this action. The GSV will cover all payments to Eligible Claimants, all payments of any kind whatsoever to the District, and the Administrative Fee.

12. **Administration and Payment of the Settlement Amount**. The GSV will be administered as follows:

a. *Payment of District Share.* On or before May 31, 2026 (the "Distribution Deadline"), Nabicorp with the assistance of its counsel and on behalf of Defendants, shall pay the District Share directly to the District. The District agrees to provide a form W-9 and, if requested, wiring instructions to Nabicorp at least seven (7) calendar days before this payment deadline. Payments made to the District pursuant to this Agreement may be in the form of a check made payable to the "D.C. Treasurer" and mailed with tracking information requested, sent by Priority mail or overnight courier with tracking information requested, or hand delivered to Mina Kasama, Staff Assistant, Public Advocacy Division, Office of the Attorney General for the District of Columbia, 400 Sixth Street, NW, 9th Floor, Washington, D.C. 20001. Alternatively, Nabicorp may wire its payment pursuant to such written instructions as the District may provide.

b. *Administrative Responsibilities.* Upon the District's request, the Parties agree that Nabicorp will be responsible for mailing notices; receiving and logging release forms; disbursing the Eligible Claimant Share pursuant to this Agreement on behalf

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of the Defendants; reporting on the status of the settlement to the District; and preparing a declaration regarding its due diligence in the claims administration process. The Administrative Fee will be retained by Nabicorp to defray (in whole or in part) its costs associated with the administration of the claims process.

c. *Preparation of Notices*. Defendants have prepared the agreed-upon notice explaining the settlement that will be distributed to Eligible Claimants ("Notice"), along with a form of release for such Eligible Claimants to sign as a condition for receiving payment (the "Release Agreement"). As of the Effective Date, the Defendants have separately provided their proposed forms of Notice and Release Agreement to the District (the "Proposed Forms"), and the District has accepted such Proposed Forms. The Notice contains an easily understood explanation, in layman's terms, of this Agreement and the Eligible Claimant's ability to claim a portion of the Eligible Claimant Share in exchange for agreeing, *inter alia*, to release the categories of claims at issue in this action. Within fourteen (14) calendar days of the Effective Date, Nabicorp shall mail and email copies of the Notice and the Release Agreement to Eligible Claimants. The Notice and the Release Agreement specify a deadline of April 30, 2026 (the "Return Deadline") by which all owners of each Eligible Claimant must sign and return the Release Agreement to claim their share.

d. *Payment to Eligible Claimants Who Return Releases*. Only Eligible Claimants who sign and return their Release Agreement by the Return Deadline shall be entitled to receive payment. If an Eligible Claimant has multiple owners, each owner listed on Appendix A must execute and return the Release Agreement by the Return

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Deadline for the Eligible Claimant to be eligible for its Eligible Claimant Share, unless an owner is deceased or incapacitated. Actual signatures or e-signatures are sufficient.

e. *Calculation of Distribution to Eligible Claimants*. After the Return Deadline, Nabicorp shall calculate the share of the Eligible Claimant Pool due to each Eligible Claimant who has returned a signed Release Agreement (the "Participating Claimants"). The amount to be distributed to each Participating Claimant (the "Actual Claimant Share") shall be calculated as follows:

   i. Each Participating Claimant whose Unit Franchise began servicing customer accounts in the District of Columbia in 2025 or later shall receive a flat payment of Three Hundred Dollars ($300) from the Eligible Claimant Pool (the "Recent Franchisee Payments").

   ii. The remaining Eligible Claimant Pool (less the Recent Franchisee Payments) shall be allocated among Participating Claimants whose Unit Franchises began servicing customer accounts in the District of Columbia before 2025, with fifty percent (50%) allocated based on years of service in the District during the Relevant Period and fifty percent (50%) allocated pro rata.

f. *Distribution of Settlement Funds to Participating Claimants*. Nabicorp, with the assistance of its counsel, shall calculate the Actual Claimant Share and distribute payments to Participating Claimants on or before the Distribution Deadline.

g. *Records and Reporting.* Nabicorp shall record the dates and methods (i.e., direct deposit or cashed check) on which payments were distributed to Eligible Claimants.

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One hundred and fifty (150) calendar days after the Effective Date, Defendants shall provide the District with a final report that shows all payments distributed to Eligible Claimants and all payments remaining uncashed by Eligible Claimants (the total of which is referred to as the "Undistributed Funds").

h. *Redistribution of Undistributed Funds*. The Defendants shall maintain Undistributed Funds for a period of ninety (90) calendar days from the Distribution Deadline. If any funds remain undistributed as of ninety (90) calendar days of the Distribution Deadline, Defendants may elect either to redistribute the Undistributed Funds, pro rata, to those Eligible Claimants who cashed their payments or to send the Undistributed Funds to the District.

NON-MONETARY SETTLEMENT TERMS

13. Defendants agree to the following terms (the "Non-Monetary Settlement Terms") with respect to Franchise Owners of Unit Franchises that provide cleaning services to customer accounts in the District of Columbia ("DC Franchise Owners"), to be implemented by December 31, 2026. All provisions in Sections 13(a) through 13(f) below apply exclusively to DC Franchise Owners:

a. **Customer Contracts and Work Schedules**. Franchise Owners will have the ability to participate in the negotiation of customer contracts and any renewal thereof. At the discretion of the Franchise Owner, such negotiation may include hours of work, start time, end time, pricing, and any customer request for a change in scope of work or the contract price during the term of the contract. The Franchise Owner's ability to participate in the negotiation of price does not include the right of a Franchise Owner to make a request to the customer during

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the walk through to change the contract price. In addition and for avoidance of doubt:

i. Nabicorp will not change the scope of work or the contract price of an existing customer contract without the consent of the assigned Franchise Owner. If a Franchise Owner does not consent, Nabicorp may reassign the contract to a different Franchise Owner who does consent to the terms. Under no circumstances may the Franchise Owner be charged a monetary fee for his or her non-consent.

ii. Nabicorp will not charge a monetary fee for a Franchise Owner's rejection of a potential contract (regardless of whether such rejection occurs before or after the walkthrough), unless such rejection occurs at or after the walkthrough, is unreasonable, and causes a monetary expense or other direct economic harm to Nabicorp. For purposes of this subparagraph, a Franchise Owner's rejection of a contract at the walkthrough will not be "unreasonable" where the Franchise Owner, for example, learns of information at the walkthrough that affects his or her evaluation of the feasibility or profitability of the contract.

iii. Franchise Owners shall have the right to accept or reject any offer from Nabicorp to perform office cleaning services that arise from Jan-Pro Franchising International's National Account Customer program.

b. **Nabicorp Policies and Procedures Manual.** The Nabicorp Policies and Procedures Manual will be updated to state the following:

i. Nabicorp will conduct an inspection of a customer site only:

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1. upon the request of the customer, or
2. upon the request of the Franchise Owner, or
3. upon a contractual obligation of Nabicorp under the Franchise Agreement between Nabicorp and the Franchise Owner.

ii. Franchise Owners may directly purchase or lease cleaning equipment, chemicals, supplies, or any other products and services required for the Franchise Owner to operate its business. Such supplies and equipment must comply with any: (i) customer requirements, (ii) applicable Jan-Pro brand standards, and (iii) safety and quality standards under Federal, State, or local laws.

c. **Customer Complaints.** Nabicorp will continue to provide Franchise Owners' contact information as the first resource for any customer to make a cleaning service complaint. Franchise Owners, at their discretion, shall retain the right to delegate Nabicorp as a first resource. Irrespective of whether Nabicorp is delegated as the first resource, if a customer makes a complaint to Nabicorp about the services performed by a Franchise Owner, Nabicorp agrees to (a) inform the Franchise Owner of the complaint, and (b) not charge the Franchise Owner a fee, except as necessary to reimburse a customer for services not performed or to reimburse Nabicorp for its actual expenses and/or for lost revenue.

d. **Restrictive Covenants.** Franchise Owners shall not be restricted from engaging in competitive activities: (1) providing cleaning or related services for Self-Acquired Accounts or customers who have not in the previous twelve (12) months been serviced by the Franchise Owner or any person under the Jan-Pro Proprietary

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Marks, (2) procuring and servicing for cleaning and disinfecting services any customer that will receive services from the Franchise Owner outside of the Franchise Agreement between the Franchise Owner and Nabicorp and that are not associated with the Jan-Pro System or the Jan-Pro Proprietary Marks, or (3) offering to any customers otherwise serviced under the Jan-Pro Proprietary Marks, services other than janitorial, cleaning, disinfecting, or maintenance services. However, in performing these other services, the Franchise Owner must not represent himself/herself as a franchisee of the Jan-Pro System, use the Jan-Pro Proprietary Marks in any way, or otherwise claim any affiliation with the Jan-Pro Proprietary Marks.

e. For purposes of Section 13(d), the following definitions shall apply:

   i. Self-Acquired Accounts: Self-Acquired Accounts are customer accounts not offered by Nabicorp to the Franchise Owner, or that the Franchise Owner procured without Nabicorp's assistance, but that the Franchise Owner is servicing under the Jan-Pro Proprietary Marks.

   ii. Jan-Pro System: The Jan-Pro System means the Jan-Pro Cleaning & Disinfecting system of brand specifications and operating procedures as per the Franchise Agreement between the Franchise Owner and Nabicorp and the Nabicorp Policies and Procedures Manual.

f. **Review and Compliance.** To ensure the Non-Monetary Settlement Terms are appropriately implemented, Nabicorp will submit to the District for review: (a) the section(s) of its Policies and Procedures Manual that are revised to implement these Non-Monetary Settlement Terms, as well as any subsequent updates of such

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section(s) (if any) made during the next three (3) years; (b) its Franchise Disclosure Document ("FDD") upon completion of each annual FDD update during the three (3) years following the Effective Date, which will contain an addendum incorporating the Non-Monetary Settlement Terms in a form substantially similar to Appendix B hereof; and (c) for each of the next three (3) calendar years following the Effective Date, a list of Unit Franchisees (by entity and Franchise Owner(s)) with any active customer accounts in the District of Columbia during the prior calendar year, together with their principal business address.

RELEASE

14. Upon the Effective Date and in exchange for the consideration, undertakings, and covenants undertaken by Defendants in this Agreement, and to the extent permitted by applicable law, the District hereby releases, discharges, and covenants not to sue Jan-Pro Franchising International, Inc. and Nabicorp Enterprises, Inc., including their predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents, shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable with them (individually and collectively, the "Releasees") from and with respect to any and all actions, causes of action, suits, liabilities, claims, and demands whatsoever (whether known or unknown) during the Relevant Period that the District has or had against the Releasees (a) that were alleged in the Lawsuit or could have been alleged in the Lawsuit, as well as under any other District or federal law, ordinance, and/or administrative regulation concerning the misclassification of employees as independent contractors or the joint employment of franchisee employees; or (b) that relate to the District's allegations that Defendants misclassified Franchise Owners as independent contractors including any claim challenging the enforceability of the Franchise Agreement or relating to the

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payment, deduction, or collection of any fees, royalties, or other amounts in connection with a franchise relationship (collectively, the "Released Claims").

15. The Released Claims include specifically, by way of further description but not by way of limitation, claims for attorneys' fees, attorneys' costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages, general damages, special damages, consequential damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the allegations set out in the Lawsuit and/or the claims referenced in the preceding Paragraph, whether based on statutory, regulatory, or common law, and whether specifically set out herein or not.

ADDITIONAL TERMS

16. **Modifications**. The Parties may agree in writing to modify this Agreement at any time. The Parties may also agree in writing, to an extension of any time period in this Agreement.

17. **Enforcement**. The Parties reserve the right to take any legal action to enforce the terms of this Agreement in the Superior Court of the District of Columbia, which the Parties agree has jurisdiction over any disputes concerning the Agreement. However, prior to taking any such action, the party seeking to enforce the terms shall provide a ten (10) business day notice letter by email and first-class mail to the other party upon a good faith belief that the party has violated any term of this Agreement. The responding party shall have ten (10) business days from the receipt of the notice to explain or correct any alleged violation. No noticing party shall take any legal action to enforce the terms of this Agreement while the responding party is working in good faith to cure any alleged violation, and no noticing party shall take any legal action to enforce the terms of this Agreement at any time if the responding party cures any alleged violation.

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18. **Dismissal with Prejudice**. Within three (3) business days of the Effective Date, the Parties shall jointly file a stipulation of dismissal with prejudice in the above-captioned action pursuant to Superior Court Civil Rule 41(a)(1)(A)(ii), with each party to bear its own costs and attorneys' fees.

19. **Counterparts**. This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

20. **Entire Agreement**. This Agreement, including any exhibits hereto, together with the Proposed Forms, constitute the entire agreement and understanding between the Parties, and supersedes any previous agreements or understandings between the Parties. No representations, warranties, or inducements have been made to any party concerning the subject matter of this Agreement other than the representations, warranties, and covenants contained herein. This Agreement shall be construed as a whole, and with reference to its exhibits, according to its fair meaning and intent. Each of the Parties represents that its counsel has participated and cooperated in the drafting and preparation of this Agreement; hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that said party was the drafter.

21. **Notices**. All notices sent pursuant to this Settlement Agreement shall be provided to the following addresses via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

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James Graham Lake
Chief, Workers' Rights and Antifraud Section
Office of the Attorney General
400 6th Street, N.W., 9th Floor
Washington, D.C. 20001
Graham.Lake@dc.gov

Counsel for the District of Columbia

Keri McWilliams
Nixon Peabody LLP
799 9th Street NW, Suite 500
Washington, DC 20001-5327
kmcwilliams@nixonpeabody.com

Counsel for Jan-Pro Franchising International, Inc.

Nabicorp Enterprises, Inc.
10801 Mainstreet Suite 100
Fairfax VA, 22030
Attention: Randy Ivey
Randy.Ivey@janpromidatlantic.com

22. **Severability**. If any clause, provision, or section of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

23. **TINs**. Upon execution of this Agreement, Defendants will provide their taxpayer identification numbers and mailing addresses to the Office of Attorney General for the District of Columbia.

24. While the Parties are not filing this Agreement on the docket, the Parties understand the Agreement is a matter of public record.

[Signature Page Follows]

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FOR THE DISTRICT OF COLUMBIA

BRIAN L. SCHWALB
Attorney General for the District of Columbia

James Graham Lake Date: 3/23/2026

James Graham Lake
Chief, Workers' Rights and Antifraud Section
Office of the Attorney General
400 6th St., NW, 10th Floor
Washington, D.C. 20001

Counsel for the District of Columbia

FOR NABICORP ENTERPRISES, INC.

Signed by:
Randy Ivey Date: 3/23/2026
6815E304B1524A5...
Randy Ivey

FOR JAN-PRO FRANCHISING INTERNATIONAL, INC.

DocuSigned by:
Gary Bauer Date: 3/23/2026
395B822C29A24A0...
Gary Bauer

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Appendix A

	Franchisee	Minimum Distribution
01	Hermon Mayfield	$1,986.23
02	Gary Vincent	$1,021.72
03	Donald Jackson	$1,408.08
04	Sheila Beckwith	$1,021.72
05	Terri Cummings	$1,986.23
06	Nery Perez - Eleazar Ordonez - Wilson Montufar	$1,986.23
07	Kenneth Eatmon	$1,986.23
08	Damond Green and Derrick Boyd	$1,021.72
09	Joy Nichols	$1,986.23
10	Isaiah McIver	$827.16
11	Jennie Jacobs-Staicer	$827.16
12	Antonio Howard	$1,599.87
13	Brian Nowell/ Dwaune Mahoney	$1,986.23
14	Edna Abreu-Astrit and Nayra Butron	$1,986.23
15	George Elam	$1,986.23
16	Anthony Peoples and Rashawn Wright	$1,599.87
17	Joshua Powell	$1,021.72
18	LaNora Settles	$1,021.72
19	Lamont Phelps	$827.16
20	Crystal Young	$1,408.08
21	LaKetia Peoples	$1,408.08
22	Ashley Morrow	$1,021.72
23	Wendy Rodriquez	$827.16
24	Victor E. Smith	$1,408.08
25	Diego Martin Castillo	$300.00
26	Keith Morant	$1,021.72
27	Larry Jones and Ricola Jones	$1,021.72
28	Evans Jean and Guerline Jean Louis	$300.00
29	William Dunn	$300.00
30	Tashanna Wilkins	$300.00
31	Terrence Mckinley	$300.00
32	Miguel Perez	$300.00
33	Ever Palacios	$300.00
34	Sherrena Duncan	$300.00
35	Ralph Jones	$300.00

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	Franchisee	Minimum Distribution
36	Patricia Gant	$1,021.72
37	Batzorig Ganbold	$1,021.72
38	Circe Corrales	$827.16
39	Delonte Douglas	$1,408.08
40	Derrick Smith	$1,213.51
41	H.J. Johnson	$1,408.08
42	Jamal & Rosita Kea	$1,021.72
43	Jaquita Boyd	$827.16
44	Lawanda Hale	$827.16
45	Otto Powell	$827.16
46	Peter Njinyi	$827.16
47	Tiara Commodore	$1,021.72
48	Tyriek Washington	$1,021.72
49	Wendell Youngblood	$827.16
50	Xiomara Nunez & Kevin McCants	$1,794.44
		$54,800.00

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Appendix B

ATTACHMENT TO FRANCHISE AGREEMENT

Washington D.C. ADDENDUM
NABICORP Enterprises, Inc.

Customer Contracts and Work Schedules: Franchise Owners will have the ability to participate in the negotiation of customer contracts and any renewal thereof. At the discretion of the Franchise Owner, such negotiation may include hours of work, start time, end time, pricing, and any customer request for a change in scope of work or the contract price during the term of the contract. The Franchise Owner's ability to participate in the negotiation of price does not include the right of a Franchise Owner to make a request to the customer during the walk through to change the contract price. In addition:

a. Nabicorp will not change the scope of work or the contract price of an existing customer contract without the consent of the assigned Franchise Owners. If a Franchise Owner does not consent, the Franchise Owner may not be charged a monetary fee for his or her non-consent , but Nabicorp may reassign the contract to a different Franchise Owner who does consent to the terms.

b. Nabicorp will not charge a monetary fee for a Franchise Owner's rejection of a potential contract (regardless of whether such rejection occurs before or after the walkthrough), unless such rejection occurs at or after the walkthrough, is unreasonable, and causes a monetary expense or other direct economic harm to Nabicorp. For purposes of this subparagraph, a Franchise Owner's rejection of a contract at the walkthrough will not be "unreasonable" where the Franchise Owner, for example, learns of information at the walkthrough that affects his or her evaluation of the feasibility or profitability of the contract.

c. Franchise Owners shall have the right to accept or reject any offer from Nabicorp to perform office cleaning services that arise from Jan-Pro Franchising International's National Account Customer program.

Inspections. Nabicorp will conduct an inspection of a customer site only:

a. upon the request of the customer, or
b. upon the request from the Franchise Owner, or
c. upon a contractual obligation of Nabicorp under the Franchise Agreement between Nabicorp and the Franchise Owner.

Purchase and Lease of Cleaning Products. Franchise Owners may directly purchase or lease cleaning equipment, chemicals, supplies, or any other products and services required for the Franchise Owner to operate its business. Such supplies and equipment must comply with any: (a) customer requirements, (b) applicable Jan-Pro brand standards, and (c) safety and quality standards under Federal, State, or local laws.

Customer Complaints. Nabicorp will provide Franchise Owner's contact information as the first resource for any customer to make a cleaning service complaint. Franchise Owners, at their discretion, shall retain the right to delegate Nabicorp as a first resource. Irrespective of whether Nabicorp is delegated as the first resource, if a customer makes a complaint to Nabicorp about the services performed by a Franchise Owner, Nabicorp agrees to (a) inform the Franchise Owner of the complaint, and (b) not charge the Franchise Owner a fee, except as necessary to reimburse a customer for services not performed or to reimburse Nabicorp for its actual expenses and/or for lost revenue.

Restrictive Covenants. Franchise Owners shall not be restricted from engaging in competitive activities: (1) providing cleaning or related services for Self-Acquired Accounts or customers who have not in the previous 12 months been serviced by the Franchise Owner or any person under the Jan-Pro Proprietary Marks, (2) procuring and servicing for cleaning and disinfecting services any customer that will receive services from the Franchise Owner outside of the Franchise Agreement between the Franchise Owner and Nabicorp and that are not associated with the Jan-Pro System or the Jan-Pro Proprietary Marks, or (3) offering to any customers otherwise serviced under the Jan-Pro Proprietary Marks, services other than janitorial, cleaning, disinfecting or maintenance services. However, in performing these other services, the Franchise Owner must not represent himself/herself as a franchisee of the Jan-Pro System, use the Jan-Pro Proprietary Marks, in any way, or otherwise claim any affiliation with the Jan-Pro Proprietary Marks.

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For purposes of the above section, the following definitions shall apply:

a. Self-Acquired Accounts. Self-Acquired Accounts are customer accounts not offered by Nabicorp to the Franchise Owner, or that the Franchise Owner procured without Nabicorp's assistance, but that the Franchise Owner is servicing under the Jan-Pro Proprietary Marks.

b. Jan-Pro System. The Jan-Pro System means the Jan-Pro Cleaning & Disinfecting system of brand specifications and operating procedures as per the Franchise Agreement between the Franchise Owner and Nabicorp and the Nabicorp Policies and Procedures Manual.

c. Jan-Pro Proprietary Marks. Jan-Pro Proprietary Marks mean the service mark JAN-PRO CLEANING & DISINFECTING™ and any other registered trademark identified in the Franchise Agreement between Nabicorp and the Franchise Owner.

These amendments have been agreed to by both parties:

FRANCHISOR:

By: _____

Name: _____

Title: _____

FRANCHISEE

By: _____

Name: _____

Title: _____

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ATTACHMENT TO FRANCHISE DISCLOSURE DOCUMENT

Washington D.C. ADDENDUM
NABICORP Enterprises, Inc.

Customer Contracts and Work Schedules: Franchise Owners will have the ability to participate in the negotiation of customer contracts and any renewal thereof. At the discretion of the Franchise Owner, such negotiation may include hours of work, start time, end time, pricing, and any customer request for a change in scope of work or the contract price during the term of the contract. The Franchise Owner's ability to participate in the negotiation of price does not include the right of a Franchise Owner to make a request to the customer during the walk through to change the contract price. In addition:

a. Nabicorp will not change the scope of work or the contract price of an existing customer contract without the consent of the assigned Franchise Owners. If a Franchise Owner does not consent, the Franchise Owner may not be charged a monetary fee for his or her non-consent , but Nabicorp may reassign the contract to a different Franchise Owner who does consent to the terms.

b. Nabicorp will not charge a monetary fee for a Franchise Owner's rejection of a potential contract (regardless of whether such rejection occurs before or after the walkthrough), unless such rejection occurs at or after the walkthrough, is unreasonable, and causes a monetary expense or other direct economic harm to Nabicorp. For purposes of this subparagraph, a Franchise Owner's rejection of a contract at the walkthrough will not be "unreasonable" where the Franchise Owner, for example, learns of information at the walkthrough that affects his or her evaluation of the feasibility or profitability of the contract.

c. Franchise Owners shall have the right to accept or reject any offer from Nabicorp to perform office cleaning services that arise from Jan-Pro Franchising International's National Account Customer program.

Inspections. Nabicorp will conduct an inspection of a customer site only:

d. upon the request of the customer, or
e. upon the request from the Franchise Owner, or
f. upon a contractual obligation of Nabicorp under the Franchise Agreement between Nabicorp and the Franchise Owner.

Purchase and Lease of Cleaning Products. Franchise Owners may directly purchase or lease cleaning equipment, chemicals, supplies, or any other products and services required for the Franchise Owner to operate its business. Such supplies and equipment must comply with any: (a) customer requirements, (b) applicable Jan-Pro brand standards, and (c) safety and quality standards under Federal, State, or local laws.

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For purposes of the above section, the following definitions shall apply:

d. Self-Acquired Accounts. Self-Acquired Accounts are customer accounts not offered by Nabicorp to the Franchise Owner, or that the Franchise Owner procured without Nabicorp's assistance, but that the Franchise Owner is servicing under the Jan-Pro Proprietary Marks.

e. Jan-Pro System. The Jan-Pro System means the Jan-Pro Cleaning & Disinfecting system of brand specifications and operating procedures as per the Franchise Agreement between the Franchise Owner and Nabicorp and the Nabicorp Policies and Procedures Manual.

f. Jan-Pro Proprietary Marks. Jan-Pro Proprietary Marks mean the service mark JAN-PRO CLEANING & DISINFECTING™ and any other registered trademark identified in the Franchise Agreement between Nabicorp and the Franchise Owner.