



Molly Maid, Inc. a Michigan corporation

**Information for Prospective Franchisees
Required by the Federal Trade Commission**

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To protect you, we've required your franchisor to give you this information. We haven't checked it, and don't know if it's correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or accountant. If you find anything you think may be wrong or anything important that's been left out, you should let us know about it. It may be against the law.

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

**FEDERAL TRADE COMMISSION
Washington, D.C. 20580**

Effective date of offering circular: April 3, 2006



Molly Maid, Inc., a Michigan corporation
3948 Ranchero Drive
Ann Arbor, MI 48108
(734) 822-6800
www.mollymaid.com

FRANCHISE OFFERING CIRCULAR FOR PROSPECTIVE FRANCHISEES

The franchisee will provide residential cleaning services.

The initial franchisee fee is \$9,900.00 plus a Territory Fee of \$1 for each Target Household in the Territory. The Initial Package Fee is \$8,500. Additional expenses for the first three months range from \$22,725-\$48,000. The estimated initial investment required ranges from \$61,125-\$106,400.

Risk Factors:

THE FRANCHISE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN MICHIGAN. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN MICHIGAN THAN IN YOUR HOME STATE.

THE FRANCHISE AGREEMENT STATES THAT MICHIGAN LAW GOVERNS THE AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information about comparisons of franchisors is available. Call the state administrators listed in *Exhibit E* or at your public library for sources of information.

Registration of this franchise with the state does not mean that the state recommends it or has verified the information in this offering circular. If you learn that anything in this offering circular is untrue, and the appropriate State authority listed in *Exhibit E*.

Effective Date: April 3, 2006

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

1. A prohibition on the right to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years old and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of the franchisor's intent to renew the franchise.
5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - a) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

- b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - d) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in the subdivision (c)
9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited, and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 Law Building
Lansing, Michigan 48913
Telephone Number: 517-373-7117

Michigan Effective Date: April 3, 2006

MOLLY MAID, INC.
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ITEM 1. THE FRANCHISOR AND PREDECESSORS.

Molly Maid, Inc. is a Michigan corporation formed May 8, 1984 for the sole purpose of franchising the MOLLY MAID system (the "System") in the United States. Throughout this document, Molly Maid, Inc. means "we," "our," and "us," and franchise owner means "you" and "your." We maintain our principal business address at 3948 Ranchero Drive, Ann Arbor, MI, 48108. Our agent for service of process is disclosed in Exhibit E of this Offering Circular.

Initially developed and offered in Canada in 1979 by Molly Maid International, Inc. (referred to as "MMII"), the MOLLY MAID System embodies the vision of a nurse who understood the need for a professional residential cleaning service. MMII is incorporated under the laws of the Province of Ontario, Canada. Its principal place of business is 100 Bronte Rd., Oakville, Ontario, L6L 6L5 Canada. MMII was also known as Molly Maid Home Care Services, Limited.

Following our incorporation in 1984, we purchased from MMII the rights to the trademarks, trade secrets, copyrights, trade dress, and the proprietary management and business system utilized in connection with the System. We also purchased the rights to promote, license, use, develop and sell the System throughout the United States, its territorial possessions, and the District of Columbia. In 1994, we were awarded these same rights for Bermuda.

On January 6, 2000, our principal shareholders formed Mr. Handyman International, LLC, a Michigan limited liability company, whose principal address is 3948 Ranchero Drive, Ann Arbor, MI 48108, and acquired the trademark rights to the Mr. Handyman Mark and Symbol. Mr. Handyman International, LLC offers and sells franchises that offer home repair and maintenance services in both the United States and Canada. As of December 31, 2005, Mr. Handyman International, LLC had 188 franchises in the United States and 10 in Canada. It does not anticipate offering franchises in any other line of business.

On January 14, 2000, our principal shareholders formed 1-800-DryClean, LLC, a Michigan limited liability company, whose principal address is 3948 Ranchero Drive, Ann Arbor, MI 48108, to offer and sell franchises that offer a residential dry-cleaning pick up and delivery service in the United States. As of December 31, 2005, 1-800-DryClean, LLC has 96 franchises in the United States. It does not anticipate offering franchises in any other line of business.

We are also an affiliate of DUCTZ International, LLC ("DUCTZ"), a Michigan limited liability company formed March 30, 2004 to franchise the DUCTZ system in the United States. DUCTZ maintains its principle business address at 3948 Ranchero Drive, Ann Arbor, MI 48108. DUCTZ's goal is to offer prompt and reliable residential duct cleaning services, with the opportunity to perform commercial and industrial duct cleaning. As of December 31, 2005, DUCTZ had 5 franchises in the United States. It does not anticipate offering franchises in any other line of business.

As of December 31, 2005, we have 361 franchises in the United States and Puerto Rico. Molly Maid International, Inc., licenses an additional 317 MOLLY MAID franchises in Canada, the United Kingdom, Portugal, and Japan. We do not own or operate any MOLLY MAID franchises or any other type of residential cleaning business. We are a franchising company dedicated to offering the most professional and reliable residential cleaning system and service

in the United States. To do that, we develop, promote, and award franchises for the operation of professional residential housekeeping services under the "MOLLY MAID" name (the "Franchised Business") using methods and operating systems as defined in MOLLY MAID Operating Manuals (the "Manuals"). We are a member of the International Franchise Association and abide by its Code of Principles and Standards of Conduct.

The Franchised Business

The MOLLY MAID Franchised Business is devoted to effectively meeting the residential cleaning needs of consumers and, in so doing, enhances their quality of life. We award Territories (Item 12) within which geographic limits Molly Maid Franchise Owners may offer MOLLY MAID services to customers. The majority of our owners operate out of a Large-Size Market Territory; however, we also approve Mid-Size Market Territories in certain areas of the country. Most homes serviced by MOLLY MAID require either weekly, alternate weekly, tri-weekly or monthly service and these customers are referred to as regular customers. While MOLLY MAID provides one-time only cleaning services, the System's focus is on the repeat residential customer. We have learned that the most effective way to provide a residential cleaning service is through a team composed of two cleaning employees (the "Home Service Professionals").

Molly Maid has developed a carpet cleaning program for existing owners who are averaging \$6,000 Gross Sales a week for one calendar quarter and are in full compliance with their Franchise Agreement. These owners may have the opportunity to purchase the carpet cleaning program, which was developed to, in addition to the standard residential housekeeping services, offer carpet cleaning as an additional service.

Within the residential cleaning service industry MOLLY MAID competes with other businesses, including other national and regional franchise programs. We differentiate the MOLLY MAID System from our competitors in ways that are specifically designed to offer our customers peace of mind. The most important element in our business strategy is to build a trusting relationship with our customers. To achieve this, we have chosen to not sub-franchise the System, believing that the direct relationship we have with our franchise owners, and they with MOLLY MAID customers, enhances communication and the maintenance of System standards. Additionally, our professional dress and approach and our advanced computerized operating systems provide MOLLY MAID franchise owners the opportunity to more effectively respond to the needs of their customers. Other important operational standards that enhance trust include offering in-home estimates and the use of highly identifiable MOLLY MAID marketing and service vehicles in the communities we service.

A professional approach has proven effective with our customers; therefore, you must purchase or lease standardized vehicles that meet System standards and specifications for color and logo identification (Item 8). You and all office personnel must also wear, during business hours, approved MOLLY MAID business attire. The Home Service Professionals that you employ must wear an approved MOLLY MAID uniform. In addition to being strong marketing tools for enhancing awareness of the MOLLY MAID trademark, the professional appearance created through the use of standardized vehicles and dress, helps you to gain consumer confidence in your community.

Managing your daily operations, including your customer lists, scheduling, and operational record keeping, is effectively handled by our proprietary franchise management software system, called "Customer Care" (Item 11). The recipient of awards and acknowledgment in both the franchising and technology communities, including Microsoft's "Windows™ World Open" competition, Customer Care is a sophisticated management tool which allows you to effectively meet the needs of your customers and efficiently manage your business.

We commit to growing the System by satisfying the needs of our customers. You must provide each new regular customer with an in-home estimate of services to be provided, taking into account the requirements specific to their home and family, and provide them with a standardized written "Guarantee of Satisfaction."

Molly Maid has developed a program for existing owners who meet certain criteria (Item 12). These owners may have the opportunity to purchase additional territory through the Expansion Program. The program was designed to help owners who are meeting these criteria develop and expand into additional area. The royalty rate for this expansion program may be different from the current royalty rate (Items 6 and 12).

Our professional appearance and approach, sophisticated systems, and written estimates and guarantees help to create and support the trust MOLLY MAID customers have placed in the System by providing MOLLY MAID the opportunity to meet their housekeeping needs.

There are no regulations specific only to the residential housekeeping industry that we are aware of, although you must comply with all laws and regulations that apply generally to all businesses. You should investigate these laws.

ITEM 2. IDENTITY AND BUSINESS EXPERIENCE OF PERSONS AFFILIATED WITH US.

Chairman of the Board of Directors, and Chief Executive Officer: David G. McKinnon

Mr. McKinnon is the co-founder and has been a Director of Molly Maid, Inc. since our incorporation in 1984. From 1992 to 1997 he served as our President, Chief Executive Officer, and Chairman of the Board of Directors. From January 1997, he served as our Chairman of the Board of Directors. Since November 2003, he has continued to serve as the Chairman of the Board of Directors, and also serves as Chief Executive Officer.

In January 2000 Mr. McKinnon founded 1-800-DryClean, LLC and Mr. Handyman International, LLC. Since their inception, he has served as the Chief Executive Officer of both of the companies. In March of 1999, he was appointed to the Board of Directors of the International Franchise Association ("IFA") and serves as an advisor on many other boards. In 2002 Mr. McKinnon received one of the IFA's most prestigious honors of Entrepreneur of the Year.

Executive Vice President of Operations: Kristi Mailloux

Ms. Mailloux first joined Molly Maid, Inc. in 1992. She has served Molly Maid, Inc. in a variety of positions with the last culminating in her appointment as Executive Vice President of Operations. She also serves as Vice President of Operations for Mr. Handyman International, LLC., since her appointment in October 2004, and as President and Chief Operating Officer of 1-800-DryClean, LLC since her appointment in March of 2002.

Executive Vice President of Consumer Sales: John J. McLellan

Mr. McLellan joined us in December 2002 as the Vice President of Marketing, and was named Chief Marketing Officer in 2004, and Executive Vice President of Consumer Sales in March 2006. From October 1998 to November 2002 Mr. McLellan was Vice President of Worldwide Marketing for Ziebart International Corporation, located in Troy, MI. Mr. McLellan has over twenty years of franchise marketing experience having served as Director of Field Marketing for Wendy's International in Dublin, OH, as well as holding senior management positions at the DDB Needham advertising agency. He continues to serve Mr. Handyman International, LLC., DUCTZ International, LLC., and 1-800-Dry Clean, LLC as Chief Marketing Officer.

Chief Information Officer: Ted Kennedy

Mr. Kennedy joined us in 1993. He has served in a number of positions culminating in his appointment to Chief Information Officer. Since their inception, Mr. Kennedy has served in the same capacities for 1-800-DryClean, LLC, Mr. Handyman International, LLC and DUCTZ International, LLC.

Chief Financial Officer, David Taccolini

Mr. Taccolini joined us as Controller in January 2002 and was named CFO in July 2002. From 1994-2002 he served as Controller for New Horizons Computer Learning Center, located in Livonia, MI. He also serves our other affiliates in the same capacity.

Senior Vice President: Jim Evers

Mr. Evers joined us in September 2004 as Vice President of Franchise Development and in January 2006, he was named Senior Vice President. From 2003 to 2004 he was President of Sequoia Ventures, Inc., based in Ann Arbor, MI, a company helping entrepreneurs bring products, services and ideas to market. From 1994 to 2003 he was President of Evers & Reich, Inc., based in South Holland, IL, a company providing marketing services and marketing consulting. He also serves our other affiliates in the same capacity.

Senior Director of Operations : Danessa Itaya

Ms. Itaya joined us in 1994 as Accounting Assistant. Ms. Itaya has served in a number of positions at Molly Maid and Service Brands International, including Director of Accounting, Director of License Administration, and Director of Human Resources, culminating in her appointment to Senior Director of Operations on January 1, 2006.

Director of Training: Kelly Beattie

Ms. Beattie joined us in December 2002 as the Training Manager and was named Director of Training in August 2004. From November 2001 through November 2002 she was the Assistant Director for the Princeton Review in Ann Arbor, MI. Before that she served as Manager of Employee Development for New Horizons Computer Learning Center located in Livonia, MI from August 1998 through August 2001.

Vice President of Franchise Development: Rob Goggins

Mr. Goggins joined us in March 2003 as a Franchise Development Manager and was named Vice President of Franchise Development in January 2006. From October 2002 to April 2004 he was the co-owner of Inspired Packaging Solutions in Livonia, Michigan. Prior to this he was a

District Sales Manager covering Michigan, Indiana and Ohio for Wisconsin Film and Bag, located in Shawano, WI from September 1997 to October 2002. He also serves our other affiliates in the same capacity.

Senior Development Manager: Mike Skitzki

Mr. Skitzki joined us in September of 2003 as a Franchise Development Manager and was named Senior Development Manager January 1, 2006. Prior to joining Molly Maid, Mr. Skitzki worked for Enterprise Rent-A-Car in various positions beginning in August of 1999. Most recently he led the Molly Maid and Service Brands International account team for Enterprise Fleet Services, in Farmington, MI, from its inception in 2002.

Brand Transfer and Expansion Manager: Michelle Mikosz

Ms. Mikosz joined us in March 2001 and was named Brand Transfer and Expansion Manager in July 2005. Prior to that she had served in a variety of positions including Contract Specialist and Legal Franchise Administrator.

Director: Dawn Bailey

Ms. Bailey was elected to the Board of Directors of Molly Maid, Inc. in March of 1996. Since 1989, she has been employed by Advanced Resources of Michigan, a contract services firm.

Director: James M. MacKenzie

In 1980, Mr. MacKenzie assumed the presidency of Molly Maid Home Care Services, Limited, and predecessor to MMII. He has been a director of Molly Maid, Inc. since our incorporation in 1984.

Third Party Brokers: In various regions of the country, we use third party brokers to market and sell the Franchised Business. They are listed in Exhibit F. of this Offering Circular.

ITEM 3. LITIGATION.

No litigation is required to be disclosed in this offering circular.¹

ITEM 4. BANKRUPTCY.

No person previously identified in Items 1 or 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item.

ITEM 5. INITIAL FRANCHISE FEES.

The Initial Franchise Fees (“Initial Fees”) are

1. a fixed Franchise Fee of \$9,900;
2. a fixed Initial Package Fee of \$8,500 that includes the license for our proprietary Customer Care software, operating equipment, computer, monitor, printer, computer software, supplies, and a \$1,000 convention allowance (the “Convention

¹ We do have Third Party Brokers with Litigation to be disclosed. You will find that information in Exhibit F of this offering circular.

Allowance”). The Convention Allowance offsets expenses associated with attending the first Molly Maid annual convention that is scheduled to commence within one year of your successful completion of the Initial Training Program (Item.8). If your expenses are less than \$1,000, the difference will be rebated to you. The Convention Allowance cannot be used to offset any other expenses or requirements associated with your Franchised Business and if you do not attend the Convention, it will not be refunded to you;

3. a Territory Fee of \$1 for every target household (“Target Household”), in your exclusive territory (the “Territory”) as described in Item 12, which meets our then current demographic criteria for median income and home value, which may vary, based on the demographic information. Territory Fees typically range from \$30,000 to \$40,000 for a Large-Size Market and \$20,000 to \$30,000 for a Mid-Size Market. An existing owner who has been approved for our expansion program will need to pay the Territory Expansion Fee, which is \$1 for every target household in the expansion territory.

The Initial Fees offset the expenses we incur in registering, marketing, awarding, training, and opening new franchises. Except for the Convention Allowance listed in the above Section 2, there are no other refunds under any circumstances.

Molly Maid is a member of the International Franchise Association and participates in the IFA's VetFran Program, which provides a 25% discount on the initial franchise fee (not including the Initial Package or territory fees) to veterans of U.S. Armed Forces who otherwise meet the requirements of the VetFran program.

If you need to arrange for financing, you may pay the Initial Fees in two installments. The first installment is comprised of the fixed Franchise Fee, the fixed Initial Package Fee and a \$10,000 Territory Deposit Fee and is due and payable when you sign and return to us the Franchise Agreement. If you choose to pay the Franchise Fee in two installments, you will sign a Promissory Note for the remaining balance which will be due prior to your attending Home Office Training along with an annual percentage rate of 9.9% interest. Upon our receipt of the signed Franchise Agreement, the first installment payment and your Promissory Note, you will enter “RIGHT START.” If third party financing is necessary for you to fund your Franchised Business, we will assist you in developing and submitting financial projections.. You may apply for an additional franchise and, if we approve your request, you may be awarded an additional franchise (Item 12). For additional franchises awarded to you, you must agree to sign our then current Franchise Agreement and remit to us our then current Territory Fee. We will waive the fixed Initial Franchise Fee and Initial Package fee for additional franchises awarded to you.

If the royalty rate and declining thresholds in your current franchise agreement(s) and the new franchise agreement are different, then your royalty rate and threshold levels may be averaged or aggregated together to form one royalty rate and threshold scale for the all of your Franchise Agreements. This will be calculated by averaging your current franchise(s)’s royalty rate and aggregating your current thresholds and the new franchise’s, to form one set of rates and threshold levels for all your Franchise Agreements. In averaging and aggregating the rates and levels, we will take into account the ratio of the current number of Target Households in each Franchise Agreement, so that a Franchise with more Target Households will have a greater weight than a Franchise with fewer Target Households.

We have extended to our current franchisees, who have grown their existing businesses to at least one million dollars in annual gross sales, an option to purchase an additional franchise through our Million Dollar Circle Program (Exhibit K). This program allows the franchisee to purchase an additional franchise by executing a new Franchise Agreement and paying only the Territory Fee. In addition, if the franchisee hits the specified revenue amounts in the designated time periods, as described in Exhibit K, they will be refunded up to all of the Territory Fee for that franchise. Under our Million Dollar Circle Program, the franchisee will pay the standard royalty as described in section 2.C. of the Franchise Agreement, except, that if the franchisee reaches specified revenue amounts in the designated time periods, then once they have produced \$1,000,000 in gross annual sales in the new business, within a certain time frame, then their royalty rate will be 3 ½ % on additional sales over \$1,000,000 for the remainder of the calendar year.

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ITEM 6. OTHER FEES.

Name of Fee ²	Amount	Due Date	Remarks
Royalty	<p>Percentage based on a calendar year sliding scale of gross sales. \$0-400,000 = 6.5%</p> <p>\$400,001-800,000=6%</p> <p>\$800,001-1,200,000=5.5%</p> <p>\$1,200,001 - \$1,600,000 =5%</p> <p>\$1,600,001 - 2,000,000 =4.5%</p> <p>\$2,000,001 - \$2,400,000 = 4%</p> <p>\$2,400,001 - \$2,800,000 = 3.5%</p> <p>\$2,800,001 and up = 3%</p> <p>If you are not in compliance with all your agreements with us, the royalty remains at a flat 6.5%.</p> <p>This variable Royalty Fee applies only to gross sales within the original territory unless you have purchased an additional(s) Franchised Business(ies).</p>	Due by automatic debit each Friday for Gross Sales achieved the preceding week ³	<p>Royalties are payment for the use of the Marks, System, Territory, and Manuals. "Gross Sales" means all income you derive from the business including carpet cleaning sales less any sales tax and refunds, if the Gross Sales used to compute refunds were also deducted from employee's compensation. For Franchise Renewals, the Royalty remains the same as the Royalty for the Initial Term of the Franchise</p> <p>Franchisees who are awarded an additional franchise through the Million Dollar Circle Program will have the same royalty rate, and pay in the same manner, as described above and in section 2.C. of the Franchise Agreement; except, that if the franchisee reaches the specified revenue amounts in the designated time periods, then once they have produced \$1,000,000 in gross annual sales in the new business, the royalty rate, will be 3 ½ % for the remainder of the calendar year. (Exhibit K)</p>

² All fees, unless otherwise specified, are imposed and collected by and payable to Molly Maid, Inc. All fees are non-refundable.

³ For purposes of paying Royalty, our week begins on Monday and ends on Sunday. You must report you weekly sales to us on Thursday of the following week. (Example, when week start is January 2, the week end is January 8, and the royalty report is due January 12.) You must pay the Royalty by electronic funds transfer or by such other means as we may specify. We may periodically specify other dates for reporting and payment of royalty.

Name of Fee ²	Amount	Due Date	Remarks
Expansion Royalty Rates	Your royalty rates for each Franchise Agreement may be averaged and aggregated together to form one royalty rate and threshold scale for the all of your Franchise Agreements. In averaging and aggregating the rates and levels, we will take into account the ratio of the current number of Target Households in each Franchise Agreement.	Due by automatic debit each Friday for Gross Sales achieved the preceding week ⁴	Royalties are payment for the use of the Marks, System, Territory, and Manuals. “Gross sales” means all income you derive from the business less any sales tax and refunds, if the Gross Sales used to compute refunds were also deducted from employee’s compensation. For Franchise Renewals, the Royalty remains the same as the Royalty for the initial Term of the Franchise.
National Marketing Fund	Currently \$100 per month not to exceed 2% of Gross Sales. Any changes to the National Marketing Fund must be approved by a 67% majority vote of at least 75% of our Franchised Businesses.	Due by automatic debit weekly, monthly as determined by a 67% majority vote of at least 75% of the franchise entities.	Currently used for cross-promotions with national and regional businesses, advertising programs and internet initiatives.
Customer Care Continuing Software Licensing Fee	Currently \$20 per week for a single user, \$30 per week for a multi-user, as adjusted each calendar year	Due by automatic debit each Friday	Franchise Management Software System. See Exhibit C of the Franchise Agreement.
Internet Homepage	Currently \$100 per year	Due by automatic debit on January 15 of each year	Personalized home page on the MOLLY MAID web site

⁴ For purposes of paying Royalty, our week begins on Monday and ends on Sunday. You must report you weekly sales to us on Thursday of the following week. Example, when week start is January 2, the week end is January 8, and the royalty report is due January 12.) You must pay the Royalty by electronic funds transfer or by such other means as we may specify. We may periodically specify other dates for reporting and payment of royalty.

Name of Fee ²	Amount	Due Date	Remarks
Local Advertising	Starting at \$1.00 per Target Household per year, declines to \$0.50 per Target Household per year when you reach and maintain \$20,001 in weekly Gross Sales for a full calendar quarter. Declines to \$0.25 per Target Household per year when you reach and maintain \$25,001 in weekly Gross Sales for a full calendar quarter, and is \$0.10 per Target Household per year when you reach and maintain \$30,001 in weekly Gross Sales for a full calendar quarter.	Payable per supplier's terms	Your local advertising expenses for promotional handouts, door hangers, media inserts, direct mail, newspaper, internet paid placement, and a trademark listing in the Yellow Pages
DSL Cable, or Satellite High Speed Internet Connection and Electronic Mail Monthly Service Fee	Currently \$39.00-\$99.00	Payable per supplier's terms	To be operable before you attend Initial Training. This is for your own individual email.
Transfer	<p>\$9,900 or our then current transfer fee. If a franchise owner sells a portion of the Territory; the fee will be \$4,900, not to exceed \$9,900 or our then current transfer fee, for the sale of the entire territory. In the event of a transfer to another MOLLY MAID franchise owner, the fee will be \$2,000 or our then current transfer fee.</p> <p>If you authorize us to enlist a third party broker to locate the transferee, there will also be a broker fee, which is currently an additional \$16,000 - \$19,000.</p>	<p>Due upon your signing of the Franchise Agreement.</p> <p>Due upon closing of the sale of the Franchised Business</p>	<p>No charge if the Transfer is to an entity controlled by you or to a spouse, parent, or child</p> <p>Payable only if the third party broker located the transferee, and a broker fee was paid by Molly Maid to the third party.</p>
Additional Training or Assistance	\$500 or our then current training fee	Before the start of the training session	We will provide Initial Training to you and one other person for no fee. You may designate, with our approval and on a "space available basis," additional persons to attend the Initial Training
Anti-Virus Software	Currently \$40-\$60 per year per computer	Annually	Payable to a third party.

Name of Fee²	Amount	Due Date	Remarks
Renewal	\$2,000 or our then current fee for one or more franchise agreements being renewed at the same time	When you sign your Renewal Franchise Agreement	Neither the Royalty nor Territory will change in the Successor Franchise Agreement
Audit	Cost of inspection or audit, which includes charges of attorneys and independent auditors, travel expenses, room and board, and compensation of employees, plus 100% of understated Royalty, Marketing and Promotional Fund contributions and interest, at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is greater, and all late fees, from the date originally due until the date of payment.	Due by automatic debit 15 days after billing	Due if an inspection or audit is made necessary by your failure to furnish reports, supporting records, or other information as required, or to furnish these on a timely basis, or if an understatement of Royalty by is greater than 5% for any period reviewed.
Interest	Greater of 12% per annum or the maximum permitted by law	Due by automatic debit each Friday	Due on all overdue amounts from the date the amounts were originally due
Late Payment Fee	5% of Royalty amount due or \$20 per week, whichever amount is greater	Due by automatic debit each Friday	Due for each Royalty payment that is not paid when due
Carpet Cleaning Program and Training	\$3,300 or the then current fee, plus travel and lodging expenses	Due upon signing the Carpet Cleaning Agreement	This payment is due directly to the supplier, HOST/Racine Industries Inc. and is for equipment, supplies, and training.
Costs and Attorneys Fees	Will vary under circumstances	As incurred	Due if you hire an attorney
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if you are held liable for claims from your Franchised Business's operation.

Item 7. INITIAL INVESTMENT.

Expenditure	Estimated Amount or Estimated High-Low Range		When Due	Method of Payment	Whether Refundable	To Whom Paid
Initial Fees due Molly Maid, Inc.						
Initial Franchise Fee	\$9,900	\$9,900	On signing Franchise Agreement. Waived for additional franchises awarded to you (Item 5 and Exhibit K)	Lump Sum	No	Molly Maid, Inc.
Territory Fee (1)	\$20,000	\$40,000	On signing Franchise Agreement	Lump Sum	No	Molly Maid, Inc.
Initial Package Fee (2)	\$8,500	\$8,500	On signing Franchise Agreement. Not applicable for additional franchises awarded to you (Item 5 and Exhibit K)	Lump Sum	Up to \$1,000 (3)	Molly Maid, Inc., and then paid by us to applicable third parties
Subtotal	\$38,400	\$58,400				
Operating Expenses (First Three Months)						
Auto Lease Deposit and 3 Months Lease Expense (4)	\$1,500	\$4,800	Before Opening.	Lump Sum, then monthly	No	Third Parties
Leasehold Improvements (5)	\$0	\$2,000	Before Opening. Not applicable for additional franchises awarded to you	Lump Sum	No	Third Parties
Real Estate, Utility Deposits and Three Months Rent (6)	\$3,000	\$3,200	When Lease is Signed. Not applicable for additional franchises awarded to you	Lump Sum, then monthly	Dependent Upon Lease Terms	Landlord and Utility Companies
Furniture, Fixtures and Equipment (7)	\$500	\$2,000	As Incurred. Not applicable for additional franchises awarded to you	As Agreed	No	Third Parties

Expenditure	Estimated Amount or Estimated High-Low Range		When Due	Method of Payment	Whether Refundable	To Whom Paid
Permits and Licenses (8)	\$100	\$1,000	Before Opening. Not applicable for additional franchises awarded to you	Lump Sum	No	Appropriate local and state authorities
Insurance Deposit and Three Months Insurance Expense	\$1,900	\$5,000	Before Opening. Not applicable for additional franchises awarded to you	Lump Sum, then monthly	Yes	Third Parties
Local Marketing Requirement (9)	\$5,000	\$10,000	As Incurred.	As Agreed	No	Third Parties
Training Expenses for Travel, Food and Lodging (10)	\$1,000	\$4,000	As Incurred. Not applicable for additional franchises awarded to you	Lump Sum	No	Third Parties
Additional Funds-3 Months (11)	\$9,725	\$16,000				
Sub Total	\$22,725	\$48,000				
TOTAL	\$61,125	\$106,400				

Explanatory Notes

- 1) The price for each Target Household located in the Territory you purchase will be \$1. The typical Large-Size Market MOLLY MAID franchise encompasses approximately 30,000-40,000 Target Households and incurs a Territory Fee of \$30,000-\$40,000. The typical Mid-Size Market MOLLY MAID franchise encompasses approximately 20,000-30,000 Target Households and incurs a Territory Fee of \$20,000-\$30,000. See Item 12 for more information on Territory.
- 2) The Initial Package Fee includes Customer Care software, QuickBooks (or other approved) accounting software, a \$1,000 Convention Allowance, inventory, supplies, equipment, computer software and hardware and materials necessary to open your Franchised Business (see Exhibit B of the Franchise Agreement). The majority of the Initial Package Fee is paid by us to third parties. The items included in the Initial Package may be changed periodically to reflect changes in the System and the needs of franchise owners.
- 3) If you attend the first convention that is offered after attending Initial Training, you will receive a \$1,000 Convention allowance to offset fees (primarily the registration fee). If you do not attend the Convention within the required time period, it will not be rebated to you. There are no other refunds under any other circumstances
- 4) All MOLLY MAID businesses begin operation with a minimum of two marketing/service vehicles that meet System standards and specifications and have the approved Molly Maid decals. One vehicle is for your use in performing in-home estimates and one vehicle is for

the use of your first Home Service Professional team. As your business grows, you will need to add a vehicle for each new team that you employ. With this in mind, you should consult with your personal financial advisor to determine whether you should pursue a leasing or purchase structure for your marketing vehicles. The cost of purchasing a new vehicle typically ranges from \$9,500 to \$15,000, plus applicable taxes. The cost for leasing a new vehicle depends on the vehicle you choose from our list of approved vehicles, its options, dealer terms, length of the lease, and emission control requirements. When leasing, the amount of deposit will vary depending upon supplier pricing strategies, promotions, and willingness to provide start up businesses with more advantageous pricing than they typically offer individuals leasing a single vehicle. All vehicles purchased or leased for the business are to be, and maintained, in a "good" condition as defined by KELLY BLUE BOOK ("Good" condition means that the vehicle is free of any major defects. The paint, body and interior have only minor (if any) blemishes, and there are no major mechanical problems. In states where rust is a problem, this should be very minimal). All vehicles used in the business are to be decaled as required by MOLLY MAID Inc. and decals are to be free of defects.

- 5) Franchise owners operate the Franchised Business from leased space. The cost of construction or leasehold improvements where you will lease space will vary depending upon the amount of construction, renovation, construction costs, and how many of the costs will be borne by the lessee.
- 6) As required by the lessee and local utility companies.
- 7) The amount estimated for office equipment, fixtures, and furnishings includes desks, chairs, a file cabinet, telephone system, facsimile machine, wastebaskets, and other equipment and supplies necessary to begin the operation of the Franchised Business.
- 8) As required by local and state laws and regulations.
- 9) Local Marketing expenses vary depending on the size of your territory. You are required to spend \$1.00 per Targeted Household per year. Our low estimate is based on someone who has 20,000 Targeted Households and our high estimate is based on someone who has 40,000 households. (Item 6 and 2.H.)
- 10) Out-of-pocket travel expenses vary depending on your proximity to our home office or your designated Owner Training Center in your area, the type of transportation you use, and your individual expenses during the Initial Training week. For the purposes of this Item, we have estimated the expenses for 2 individuals who are sharing one hotel room.
- 11) This item estimates your initial start up expenses (other than the items identified separately in the table). These expenses include, but are not limited to, payroll costs, gasoline and general auto maintenance and 3 months of Internet provider fees. No draw or salary for you is in the estimate. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. The amount of working capital you need will depend on a number of factors. These factors include how well you follow our methods and procedures, your management skills, experience and business acumen, local economic conditions, the local market for residential housekeeping products and services, the prevailing wage rate, competition, and the sales level reached by your Franchised Business during its initial period.

We have relied on our years of experience to compile these estimates. You should review them carefully with a financial advisor before making any decision to purchase the franchise.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.

Initial Package

To assist you in efficiently launching your Franchised Business, you must purchase from us an Initial Package of software, equipment, products, and supplies before the commencement of operation of the Franchised Business (Exhibit B of the Franchise Agreement). The items included in the Initial Package change periodically to reflect the changing needs of the Franchised Business in accordance with System procedures, and changes in suppliers and/or product specifications. The Initial Package is the only product that we sell to you. In 2005, we derived 0% of our revenues from the sale of the initial package. In 2006, we expect to derive 0% of our revenues from product sales. None of our affiliates derive revenue from required purchases and leases of products and services, although we retain the right to do so in the future.

The materials that are included in our Initial Package are shipped F.O.B. from our approved suppliers located in New Castle, DE; Orange Park, FL; Ann Arbor, Clawson, Dexter, and Farmington Hills, MI; and Holland, OH.

Our approved suppliers include:

Supplier Name	Location	Supplies/Materials
ImageFIRST Professional Apparel	New Castle, DE	Owner and Employee Uniforms
Logo Xpress	Orange Park, FL	Vehicle Decals
Print-Tech	Ann Arbor, MI	Marketing and employee recruitment materials
Summit Distribution	Clawson, MI	Cleaning Supplies
Midwest Accounting, Inc.	Dexter, MI	Accounting software and related forms
Ecolab	Farmington Hills, MI	Cleaning Chemicals and Supplies
Spectrum Printing	Tecumseh, MI	Marketing materials
The Image Group Co.	Holland, OH	Logoed clothing and other trademarked items
Enterprise	Farmington Hills, MI (has multiple locations in many states)	Procurement, financing, insurance, maintenance and upfitting of Molly Maid vehicles
Host/Racine Industries Inc.	Racine, Wisconsin	Carpet cleaning hardware, chemicals and supplies

For your benefit, we have negotiated purchase arrangements with all the approved vendors listed above. We have not negotiated any other purchase arrangements. We are not affiliated with our approved vendors and we receive no material benefits from your purchases from these companies, except as described below, although we reserve the right to do so in the future. We are also not an affiliate of Enterprise however, because of fleet buying incentives Molly Maid,

Inc. may qualify for rebates, depending on actual volume. The owner receives the majority benefit of the rebate up front, reducing the purchase price. We may receive a residual benefit if and when certain fleet volume requirements are met. Aside from certain intangible benefits associated with group buying, you receive no material franchise benefits (for example, the award of additional franchises or a successor term) for using an approved supplier.

While most franchise owners choose to order trademarked items from Image FIRST Professional Apparel, Logo Xpress, Print-Tech, Spectrum, and The Image Group, you are only required to order your Initial Package and Owner and Home Service Professional uniforms from them. The remaining items you require for the operation of your Franchised Business may be ordered from third party suppliers who we have approved.

All products must meet System standards and specifications for representation of the Marks, and be pre-approved by us regardless of the supplier. Approval can be attained by submitting a proof of the materials you wish to order to us and a written request for approval. We will notify you in writing of our approval or disapproval within ten days of receipt of the materials and your written request. All materials must meet the quality of our current suppliers, and correctly bear the Marks. Standards and specifications are periodically modified to meet changing market conditions and are published in our Manuals and on our web site.

Use of products and materials that have not received our prior written approval and do not meet our standards and specifications can result in the termination of your franchise (Section 12.B. of the Franchise Agreement). Standards and specifications are updated periodically at our sole determination and are made available to you in our Manuals, publications, and on our Internet Homepage.

For your benefit MOLLY MAID has entered into a relationship with Payment Processing, Inc., ("PPI") in Newark, CA. PPI is a Credit Card Processing Company. Our Franchise owners will receive a discounted rate in using their services. We receive no material benefit from PPI, although we reserve the right to in the future.

Standards and Specifications

You must operate your Franchised Business according to our standards, specifications, and operating procedures. We will formulate and modify standards and specifications based on our and your franchisees experiences in operating the Franchised Business. Our standards and specifications may impose requirements for performance (see Item 12), reputation, quality, and appearance. Our Manuals or other communications do identify our standards and specifications and/or names of designated or approved suppliers.

Email, Internet and Web Site

You must maintain, on your business computer, a high speed internet connection, an electronic mail account that will enable you to receive and send electronic mail and transfer computer files between you and us. You promise to subscribe to, and pay for, a customized web site connected to our web site and managed by our web site provider (Item 6). You may not develop and implement a web site through a third party provider without our written approval.

Insurance (Section 7.C. of the Franchise Agreement)

Before attending Initial Training and beginning the Franchised Business, you must obtain and maintain, at your own expense, the insurance coverage that we require and meets the other

insurance-related obligations in the Franchise Agreement. Currently, you must maintain broad form comprehensive general liability insurance with at least a \$1,000,000 each occurrence, \$2,000,000 general aggregate including the broad form general liability endorsement. You must also maintain automobile liability insurance with a limit of liability of at least \$1,000,000 combined single limits (bodily injury and property damage), including hired and non-owned automobiles. All insurance policies must name our past, present, and future shareholders, directors, officers, employees, attorneys, designees and us as an additional insured. Additionally, you must maintain third party bonding coverage with minimum limits of \$25,000. In no instance will any required insurance policy have a deductible or self-insured retention in excess of \$5,000. You must also maintain \$500,000 in workers' compensation, employer's liability insurance and any other insurance required by statute or rule in the state(s) in which you operate your Franchised Business.

The insurance levels listed above are the minimum we require you to maintain for the Franchised Business. To gain adequate protection, you should discuss with your insurance agent and financial advisor if your personal situation requires you to maintain coverage in addition to the minimums that we require. You are not obligated by the terms of the Franchise Agreement to purchase your insurance from any specific provider; however, all policies must be written by an insurance company(ies) that is/are licensed in the state in which you are doing business, and that has an A.M. Best rating of "A" or better. If you participate in the carpet cleaning program, your specific situation may require you to have additional insurance, which you should also discuss with your insurance agent.

At least 10 days prior to commencing business or whenever a modification or change is made in your insurance policy, and prior to the expiration of any policy, you promise to have your insurance company submit to us a copy or certificate or other acceptable proof of this insurance. You may not attend our initial training program until you have provided the certificates of insurance or other acceptable proof of all insurances.

Advertising/Telephone Listings (Item 6 of this offering circular and Section 2.H. of the Franchise Agreement)

To secure new customers for the Franchised Business you must aggressively conduct, at your expense, marketing, advertising, and promotional programs at the local level. You promise to spend at least \$1 per Target Household per year, until you reach and maintain weekly Gross Sales of at least \$20,000 for a full calendar quarter. When you reach and maintain \$20,001 in weekly Gross Sales for a full calendar quarter, this declines to \$0.50 per Target Household per year. At \$25,001 in weekly Gross Sales, reached and maintained for a full calendar quarter, it declines to \$0.25 per Target Household per year, and when you reach and maintain \$30,001 in weekly Gross Sales for a full calendar quarter, it declines to \$0.10 per Target Household per year. If at any time you reach and maintain one of the threshold levels indicated above, of weekly Gross Sales for a full calendar quarter, but subsequently your sales decline, you promise to spend the required amount for the lower weekly Gross Sales level.

As part of the Franchise Agreement, you promise to authorize the transfer of any business telephone numbers and directory listings to us within three days of the termination of the

Agreement. Exhibit D of the Franchise Agreement pre-assigns all telephone numbers and listings to us.

ITEM 9. FRANCHISE OWNER OBLIGATIONS.

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS OFFERING CIRCULAR.

Obligation	Section in Agreement	Item in Offering Circular
a. Site selection and acquisition/lease	Section 1.D. of Franchise Agreement	Item 12
b. Pre-opening purchases/leases	Sections 2.B. and 7, of Franchise Agreement	Items 6, 7 and 8
c. Site development and other pre-opening requirements	Section 5 of Franchise Agreement	Items 6 and 7
d. Initial and ongoing training	Sections 3.A. of Franchise Agreement	Items 6, 7 and 11
e. Opening	Section 12.B. of Franchise Agreement	Item 11
f. Fees	Section 2 of the Franchise Agreement	Items 5 and 6
g. Compliance with Standards and Policy	Section 7 of Franchise Agreement	Items 8, 9, 13, and 16
h. Trademarks and proprietary information	Section 4 of Franchise Agreement	Items 8, 13 and 14
i. Restrictions on products/services offered	Section 7.A.2. of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Section 7.A.12. of Franchise Agreement	None
k. Territorial development and sales quotas	Section 1.D. and 2.G. of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Section 2 of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	Section 7 of Franchise Agreement	None

	Obligation	Section in Agreement	Item in Offering Circular
n.	Insurance	Section 7.C. of Franchise Agreement	Items 6, 7 and 8
o.	Advertising	Section 2 of Franchise Agreement	Items 6 and 11
p.	Indemnification	Section 14.C. of Franchise Agreement	None
q.	Owner's participation/management/staffing	Sections 1.B.12. and 7 of Franchise Agreement	Items 11 and 15
r.	Records/reports	Section 7.D. of Franchise Agreement	Item 6
s.	Inspections/audits	Section 8 of Franchise Agreement	Items 6 and 11
t.	Transfer	Section 10 of Franchise Agreement	Items 6 and 17
u.	Renewal	Section 11 of Franchise Agreement	Item 6 and 17
v.	Post-termination obligations	Section 13 of Franchise Agreement	Item 17
w.	Non-competition covenants	Section 6 of Franchise Agreement	Item 17
x.	Dispute resolution	Section 15.G. of Franchise Agreement	Item 17

ITEM 10. FINANCING.

We do not offer direct or indirect financing for the initial franchise fee, initial package fee or territory fee and we will not guarantee any notes, leases, obligations or your receivables.

We have been deemed eligible for streamlined and expedited loan processing through the Small Business Association (“SBA”). We are listed on the SBA’s central registry of franchisors whose current franchise or license agreements are eligible for SBA financing found at www.franchiseregistry.com. We have arranged with the SBA to provide certain information and benefits to the SBA and Certified Development Company (“CDC”) so that our Franchise Agreement meets SBA eligibility criteria for 7(a) and 504 loans.

ITEM 11. FRANCHISOR'S OBLIGATIONS.

Except as listed below, we are not required to provide any assistance to you.

Before you open your Franchised Business, we will:

- A. designate the Territory for the Franchise (Section 1.D. of the Franchise Agreement);
- B. provide an Initial Package of equipment, products and supplies described and listed in Exhibit B of the Franchise Agreement (Section 2.B. of the Franchise Agreement);
- C. provide by way of loan to you, the MOLLY MAID copyrighted Right Start Manual, General Operations Manual, Marketing Manual, Personnel Manual, Cleaning Manual, Training Manual, Customer Care Manual, and Presentation Manual (collectively, the "Manuals") and the MOLLY MAID Cleaning Video/DVD and Route Manager Video/DVD (collectively, the "Videos/DVDs"), proprietary business forms (the "Business Forms"), and other proprietary materials as we may publish and distribute to you periodically (Section 3 of the Franchise Agreement);
- D. provide you with written specifications for the model and body style for marketing vehicles to be used in the Franchised Business (Section 7.A. of the Franchise Agreement). (Also required during operation of the Franchised Business.);
- E. give prior approval to use business forms, business stationery, business cards, advertising materials, permanent materials, and forms which you intend to utilize (Section 7.A. of the Franchise Agreement.) (Also required during operation of the Franchised Business);
- F. approve in advance any person which you desire to act as a representative for you in connection with local promotion of the Franchised Business in a public media (Section 2.1. and Section 7.A. of the Franchise Agreement);
- G. give prior approval to all marketing, advertising, and promotional material prepared by you (Section 2.1. of the Franchise Agreement). (Also required during operation of the Franchised Business);
- H. specify minimum policy limits for certain types of insurance coverage (Section 7.C. of the Franchise Agreement). (Also required during operation of the Franchised Business);
- I. provide an Initial Training Program for you and one other person (Section 3.A. of the Franchise Agreement);
- J. maintain a toll-free telephone number which may be used by you for communications with us (Section 8.B. of the Franchise Agreement). (Also during operation of the Franchised Business);
- K. approve the location of your office. You must select your business office site within your Territory (12).

Once you have opened your business, you will have access to information helpful to the operation of your Franchised Business based on reports you submit to us and/or inspections that we make (Sections 7.D. and 8.B.). In addition, we will furnish guidance to you on:

- L. new products, services and methods which we may have discovered or have developed for the System (Sections 3 and 7 of the Franchise Agreement);
- M. the purchase and use of supplies, uniforms, and products (Sections 3 and 7 of the Franchise Agreement);
- N. the formulation and implementation of marketing, advertising, and promotional programs using the merchandising, advertising, and research data and advice as we may, periodically, develop for use in your local market Sections 3 and 7 of the Franchise Agreement);
- O. the financial and daily operation of the Franchised Business including its accounting and record keeping functions (Sections 3 and 7 of the Franchise Agreement);
- P. support for our Customer Care software as defined in its Licensing Agreement (Exhibit C of the Franchise Agreement);
- Q. support for our accounting software, QuickBooks.

National Marketing Fund

Recognizing the value of marketing, advertising, and promotion to the goodwill and public image of the System, we have established a fund (the “National Marketing Fund”) for marketing, advertising, promotion, cross-promotion, and public relations programs and materials. You promise to contribute to the National Marketing Fund the amounts that are agreed upon by a vote of franchise owners. Votes must be received from at least 75% of the Franchised Businesses on any proposal regarding the National Marketing Fund. To enact, at least 67% of those voting must agree with the proposal. All contributions are by EFT and in the frequency prescribed by the enacted proposal. The National Marketing Fund contribution will be uniform for all Franchised Businesses, currently this fee, which is subject to change, is \$100 per quarter; however, it will not exceed 2% of their Gross Sales.

Monies collected for the National Marketing Fund pay the costs associated with preparing and producing various marketing and promotional items as recommended by the National Marketing Committee. These items may include: 1) video, audio, and written materials, 2) administering and placing national, regional, and multi-regional marketing and advertising programs, 3) administering and placing cross-promotion programs with third parties, and 4) employing outside advertising and public relations agencies to provide assistance and support for public relations, market research, and other advertising, promotion, and marketing activities.

We will direct and coordinate all programs financed by the National Marketing Fund, following recommendations received from the National Marketing Committee regarding the creative concepts, materials, and endorsements used and their geographic market, media placement, and allocation.

We will administer these programs for a fee not to exceed 10% of the National Marketing Fund revenues as recommended by the National Marketing Committee. Copies of any materials

developed by the National Marketing Fund are available to you for the cost of reproduction and shipping.

The National Marketing Fund is not our asset. We account for it separate from our other funds, and it is for the benefit of the System. During our 2005 fiscal year, 100% of the National Marketing Fund revenues were used to cover out-of-pocket expenses for joint promotions with national companies in the consumer products industry or in development of automated marketing tools approved by the Franchise Advisory Counsel. At the close of each fiscal year, any balance in the National Marketing Fund rolls forward to the next year. We will furnish to you upon request, an annual statement of moneys collected and costs incurred by the National Marketing Fund. We can have the National Marketing Fund incorporated or operated through a separate entity anytime we deem appropriate, and the successor entity will have all of the rights and duties specified in this Section.

Local Marketing

You will conduct your own marketing, advertising, and promotion programs, using approved materials and venues, at the local level at your own expense (See Item 6 and 8). You must use our approved advertising and marketing materials or receive our written approval of all advertising and marketing materials from us prior to their use. All advertising and marketing materials must meet our then current standards and specifications. If you do not receive written approval within ten days of our receipt of your written request for approval, this advertising and promotional materials will be considered approved.

You will also participate in an advertising cooperative, if applicable, comprised of all Franchise Owners located within an advertising cooperative area. We have the right to designate any geographical area as a Molly Maid advertising cooperative area, and to change the boundaries for the area at any time. If and when a cooperative exists where your territory is located, you must become a member and sign an advertising cooperative agreement in a form reasonably satisfactory to us. Each cooperative will be organized for the sole purpose of placing advertising and administering local advertising programs in accordance with plans approved by us. Each cooperative will be governed by majority vote of the owners whose territories are located within the advertising cooperative area.

Franchise Assessment (Not applicable to additional franchises, Item 5 and Exhibit K)

To assist us in working with you, prior to your Initial Training we may request that you complete and return to us a franchise assessment profile.

Manuals (Not applicable to additional franchises, Item 5 and Exhibit K)

Upon request, we will permit you to view the Manuals at our home office, or elsewhere as arranged, before you purchase the Franchise. Before your review, you will sign our then current Confidentiality and Non-Disclosure Agreement. (See Exhibit G)

Computer Software and Systems

You must use the computer software and hardware that is in the initial package described in Item 7, explanatory note 2. As technology advances, you may be required to upgrade your hardware to meet changing software requirements. Any such required changes will be specified by us in the Manuals or otherwise in writing. However, you will not be obligated to upgrade more than once every three years.

You must use our proprietary franchise management software called Customer Care to maintain your customer record keeping, and QuickBooks to maintain your accounting records (Item 7). You must utilize up-to-date anti-virus software on any computer used by the Franchise Business. At all times you must have at least one computer designated for use strictly for the Molly Maid Franchised Business.

To assist in communications and file transfer, you will also subscribe to an electronic mail network that allows you to send and receive email. You must also maintain a DSL, Cable, or Satellite High Speed Internet Connection that allows you to transfer files.

Location Selection

You must select your business office site within your Territory (Item 12). You may not locate your office outside of your Territory without our express written consent.

Length of Time to Open the Franchised Business (Not applicable to additional franchises, Item 5 and Exhibit K)

The typical length of time between the signing of the Franchise Agreement and payment of any consideration for the Franchise, and the opening of the Franchised Business, is 60 - 90 days. Factors affecting this length of time usually include approval of any required third party financing, delivery of vehicles, normal business start up considerations, and completion of “RIGHT START” and “The Initial Training” program.

“RIGHT START” and “The Initial Training Program” (Not applicable to additional franchises, Item 5 and Exhibit K)

The Franchisee must successfully complete our Initial Training program (Section 3.A. of the Franchise Agreement) within six months of signing the Franchise Agreement and before the opening of the Franchised Business. Additional persons employed by you may attend on a space available basis and contingent upon our receipt of our training fee to offset the expenses we incur (Item 6 of this offering circular). All attendees who are not a party to the Franchise Agreement must sign our Confidentiality and Non-Disclosure Agreement (Exhibit G of this offering circular). You must pay for your own and your employees’ travel and living expenses while attending Initial Training (Item 6 of the offering circular).

Initial Training begins with RIGHT START, which is our comprehensive preparation program. With guidance from our training team along with training Manuals, you begin a six to eight week program that includes numerous pre-opening activities. When third party financing is necessary, we can assist you in the preparation of financial projections for submission. Other important pre-opening activities include preparing comprehensive financial projections, completing a territory review, reviewing the Manuals, coordinating your initial advertising program, acquiring proper insurance, selecting and leasing office space, completing computer exercises, and acquiring all permits, licenses, and approved vehicles. You may enter Right Start immediately upon your signing and return to us of the Franchise Agreement and the Initial Fees. During Right Start, we will tentatively schedule a classroom training session for you to attend. Classroom training sessions are typically offered each month. Final confirmation of your scheduled classroom training will be contingent upon your successful completion of Right Start.

The “Initial Training Program” is described in Section 3 of the Franchise Agreement. Classroom and hands-on training sessions will be conducted at our home office in Ann Arbor, MI for five days and at one of our Owner Training Centers for four days. This training will be

conducted by our training staff, franchise services team and experienced franchise owners. Kelly Beattie, who is disclosed in Item 2, directs our training program. Ms. Beattie has 9 years of training experience. Training modules cover:

- ◆ Marketing, public relations, and relationship selling techniques to build your customer base.
- ◆ The MOLLY MAID cleaning system.
- ◆ Daily operations.
- ◆ Administrative activities including use of Customer Care, our proprietary franchise management software, and QuickBooks (or other approved) accounting software.

After you return from the Initial Training Program and attend an Owner Training Center, you are ready to open for business. During the first months of operation, you work closely with our franchise services team. You will talk with us regularly on the telephone and we'll do an on-site visit to your location shortly after you open to reinforce the training you have received and help you to integrate it into your operation.

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INITIAL TRAINING PROGRAM TOPICS⁵

Monday	Tuesday	Wednesday	Thursday	Friday
<ul style="list-style-type: none"> • Greetings and Overview of Week • Laying The Foundation of Your MOLLY MAID Business • Professional Selling • The Importance of Quality • Conducting In-Home Estimates • Cleaning Equipment and Supplies 	<ul style="list-style-type: none"> • The Initial Clean • In-Field Training and In-Home Estimates 	<ul style="list-style-type: none"> • Professional Selling Role Play • Employee Benefit Program • Marketing and Public Relations • Franchise Relationship • Employee Relations 	<ul style="list-style-type: none"> • Risk Management • Customer Care Training • QuickBooks Training • Review of Marketing/ Financial Plans • Graduation dinner with executive team 	<ul style="list-style-type: none"> • Employee Training • Using Team Web • The MOLLY MAID Image • Ms. Molly Foundation Information • Wrap Up • Owner Training Center Information
Approximately 8 hours of classroom and hands-on training.	Approximately 1 hour of classroom training and 7 hours of field training.	Approximately 8 hours of classroom training.	Approximately 8 hours of classroom training.	Approximately 5 hours of classroom training.

OWNER TRAINING CENTER TOPICS⁴

Day 1	Day 2	Day 3	Day 4
<ul style="list-style-type: none"> • Generating Revenue • Launching the Day 	<ul style="list-style-type: none"> • Marketing Strategy • Staffing • Cleaning training and employee retention programs 	<ul style="list-style-type: none"> • Quality • Daily work • Auto • Inventory 	<ul style="list-style-type: none"> • Customer Care Software • Closing Out the Week
Approximately 8 hours of field training.	Approximately 8 hours of field training.	Approximately 8 hours of field training.	Approximately 8 hours of field training.

In addition to RIGHT START and the Initial Training Program, we offer on-going training programs to enhance the System, your management of the Franchised Business, and the services provided to MOLLY MAID customers. Currently, we have chosen to provide on-going training through the MOLLY MAID intranet web site – which is a web site only for MOLLY MAID owners, electronic mail, monthly publications, annual conventions, and market meetings.

⁵ We reserve the right to revise the training itinerary at any time.

While we may choose to change formats, times, and locations, you must attend some form of periodic training session for which we may charge fees. We establish the duration, curriculum, and location of these sessions. Although our experience indicates that you will attend sessions as they are offered, you must attend at least one training session, annual convention, or regional meeting every year. You pay all travel and living expenses that you incur while attending any session.

Carpet Cleaning Training

Should you be eligible to participate in the carpet cleaning program and have signed the agreement (Exhibit J of the Offering) you must successfully complete the 2 day training located in Racine, Wisconsin at your expense. Host/Racine Industries Inc will provide this training.

ITEM 12. TERRITORY.

We award you a Territory within which geographic limits you may offer MOLLY MAID services to customers (Exhibit A of the Franchise Agreement). We identify Territories by US Census Bureau Census Tracts or physical or political boundaries. Within your Territory, you and we will agree on an approximate number of target households that meet our current demographic formulation based on ESRI Business Information Solutions' (ESRI BIS) **Community™** **Tapestry™** segmentation system.

These target households are comprised of any combination of Tapestry subcategories which are determined based on our knowledge and experience of our customer. The typical Large-Market Size Territory includes approximately 30,000 to 40,000 target Households. In certain areas of the country we will approve a Mid-Size Market Territory. The typical Mid-Market Size Territory includes approximately 20,000 to 30,000 target Households. The Tapestry data was obtained from ESRI Business Information Solutions, 8620 Westwood Center Drive, Vienna, VA 22182.

During the term of this Agreement, we promise to:

- A. not operate ourselves, nor award to any other party, a MOLLY MAID franchise within your Territory;
- B. not modify the Territory without your prior written permission;
- C. not operate ourselves, nor award to any other party, a franchise to operate a business within your Territory which would sell any service similar to, or be competitive with, those services you will be offering and which are covered by this Agreement.

Continuation of your territorial exclusivity is not dependent upon achievement of certain sales volume, market penetration or other contingencies.

Upon receiving your written request, we may award you additional franchises, provided that you meet the then current criteria we utilize in the awarding of additional franchises. The criteria to be awarded an additional franchise is listed our Manuals and may contain criteria such as the items listed below:

- a. You have been operating your business for at least two years and are in compliance with your Franchise Agreement.

- b. You are meeting minimum market penetration rates which are defined as having penetrated your market with active regular (weekly, alternate weekly, three weekly, and monthly) customers in your assigned territory to a level equal to or greater than the system-wide median penetration rate for businesses that have been operating more than two years.
- c. You can document that you are meeting the marketing requirements of your current Franchise Agreement(s) or that you are growing your current business at or above the current system-wide median growth rate for businesses open at least two years and you must demonstrate the ability and plan to increase marketing commensurate with the additional territory you are purchasing.
- d. You must accept a royalty rate and declining threshold levels that are a weighted average blend of the then current royalty rate and thresholds that are being offered to new owners and the rate and thresholds you currently have in your Franchise Agreement with weighting based on the most current number of Targeted Households in your current and expansion territories. This blended rate may be higher and the reduction thresholds may be wider than you are currently experiencing.
- e. You are using the Electronic Funds Transfer Program for payments to Molly Maid
- f. You have not expanded your territory in the last 12 months
- g. Your business must not be up for sale and has not been up for sale during the preceding 12 months
- h. The territory you wish to expand into must not be in the active sales process with an identified candidate at the time of your approval
- i. Your expansion must not hamper the ability to sell territories adjacent to your current or expansion territory

The fixed Initial Franchise Fee and the Initial Package Fee are waived for franchisees who qualify for the Territory Expansion Program (Item 5) or Million Dollar Circle Program (Exhibit 5 and Exhibit K); however, you will need to sign a new franchise agreement. In addition, existing franchisees who are qualified and who participate in the Million Dollar Circle Program (Item 5 and Exhibit K), may be eligible to be refunded up to all of the Territory Fee for that franchise. The Territory size for franchisees that participate in the Territory Expansion Program typically includes 20,000-50,000 target Households and the Million Dollar Circle Program typically includes 50,000 target Households, and the Territory does not have to be located contiguously to your existing franchised business.

ITEM 13. TRADEMARKS.

We purchased from Molly Maid International, Inc. the trademarks, service marks, trade names, logotypes, and numerical symbols listed below for promotion, use, license, and sale by us throughout the United States, its territorial possessions, and the District of Columbia. The Franchise Agreement grants to you the license to operate the System in a Territory under the

MOLLY MAID name and under any other trade names, trade dress, indicia, trademarks, service marks, and logos currently used or that may be used in the operation of the System (the "Marks").

The following trademarks, service marks, trade names, logotypes, or other commercial symbols are registered with the United States Patent and Trademark Office ("PTO") and the registrations are on the principal register (the "Registered Marks"):

MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
MOLLY MAID	73/334229	10/26/1981	1,275,538	04/24/1984
MOLLY MAID & Design	78/562698	2/8/2005	PENDING	PENDING
MS. MOLLY FOUNDATION	75/181501	12/19/1996	2,256,243	9/22/1998
PINK GLOVE TREATMENT	78/390,420	3/25/2004	2,938,166	4/5/2005
MS. MOLLY FOUNDATON & Design	78/562038	2/7/2005	PENDING	PENDING

No state trademark registrations have been filed. We intend, however, to commence an on-going practice of registering new trademarks for promotional or related advertising activities.

Except for the registrations of the trademarks, service marks, trade names, logotypes, and other commercial symbols listed above, there are no other effective determinations of the PTO or of the trademark administrator of any state or court. Neither are there any pending proceedings or material litigation involving the trademarks, service marks, trade names, logotypes, and other commercial symbols that are relevant to their use.

There are no agreements currently in effect that significantly limit our rights within the United States, to use, or license the use, of the above mentioned trademarks, service marks, trade names, logotypes, or other commercial symbols in any manner material to the Franchise.

You must follow our rules when you use the Marks. You may not use any Mark (including the name MOLLY MAID) as part of your corporate or legal business name or with modifying words, terms, designs, or symbols (except for those we license to you). You may not use any Mark in selling any unauthorized services or products or in any other way we have not expressly authorized in writing.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or any claim by any person of any rights in any Mark. For any infringement, challenge, or claim, you may not communicate with any person other than our attorneys, your attorneys and us. We may take the action we deem appropriate and control exclusively any

litigation, PTO proceeding, or any other administrative proceeding from the infringement, challenge, or claim or otherwise concerning any Mark. You must sign any documents and take any action that, in the opinion of our attorneys, protects and maintains our interests in any litigation or PTO or other proceeding.

Provided that you have timely notified us of the claim or proceeding and complied with the Franchise Agreement, we will reimburse you for all damages you suffer in any trademark infringement proceeding from your authorized use of any Mark, and for all costs you reasonably incur in defending any claim brought against you or any proceeding in which you are named a party. We may, at our option, defend and control the defense of any proceeding from your use of any Mark.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for any loss of revenue due to any modified or discontinued Mark or for any expenditure you make to promote a modified or substitute trademark or service mark.

We do not know of either superior prior rights or infringing uses that could materially affect your use of our principal Mark in any state.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.

There are no patents material to the franchise.

We assert trade secret and copyright protection for our Manuals, Business Forms, Videos/DVDs, Customer Care software, and other printed and advertising material contained in the System. We have not registered these copyrights with the United States Registrar of Copyrights. You may use these items only in the way we specify and only while operating your Franchised Business.

Currently there are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements currently in effect that significantly limit our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses that could materially affect your use of the copyrighted materials in any state. We need not protect or defend copyrights, although we intend to do so when this action is in the best interest of the System.

Our Manuals and other materials contain our confidential information, including the instruction, methods, and techniques used in the key management areas of the Franchised Business, marketing and promotion, daily operations, personnel, and financial management.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.

You must at all times faithfully, honestly, and diligently perform your obligations under the Franchise Agreement. You must not engage in any other business or activity that conflicts with your obligations to operate the Franchised Business. You must designate one managing owner as our primary contact with the Franchised Business. The Managing Owner will

continuously exert his/her full-time best efforts to manage promote and enhance the Franchised Business. In the case of multiple owners, only one Managing Owner will be required to work full-time in the Franchised Business. The Managing Owner must successfully complete our Initial Training program (Section 3.A. of the Franchise Agreement) within six months of signing the Franchise Agreement and before the opening of the Franchised Business.

Prior to attending Initial Training, and/or upon any change to the Legal Entity ownership, you must submit to us a Corporate Resolution which states the name of the Corporation or LLC., the legal names of all of the partners or shareholders, the percentage of ownership that each member controls, their place of residence and their agreement to be bound by the terms of the Franchise Agreement. In the case of multiple owners, you must submit a dispute resolution that states what you will do if there is a conflict between any owners of the legal entity. In addition, at all times, at least 67% of the company must be controlled by owners who have signed the Franchise Agreement. The remaining owners must sign a written agreement to maintain confidentiality of the trade secrets and their agreement to abide by the covenant not to compete, as described in Sections 6 and 13 of the Franchise Agreement.

ITEM 16. RESTRICTIONS ON SERVICES OFFERED BY FRANCHISE OWNER.

You must offer and provide all of the services that we require for MOLLY MAID franchises. You may not market or perform any services that we have not authorized. Our System Standards may regulate required or authorized services and service categories and supplies. There are no limits on our right to change, periodically, required and/or authorized services and service categories, and we may do so at our discretion.

You may not market or perform services for customers geographically located outside your Territory (Section 1.C. of the Franchise Agreement) without our express, written approval. If we approve you to service an area outside of your Territory, and we subsequently withdraw our approval or award a franchise to a third party whose Territory includes customers that you have been servicing, all information regarding the customers being serviced in the area must be immediately transferred to us. In addition, you will immediately discontinue all solicitation of customers in the area and will refer any requests for service to either us or to the franchise owner who has purchased the Territory. You will receive no compensation for cessation of service or information delivery and failure to comply with our written notice requiring customer transfer can result in termination of the Franchised Business (Section 12.B. of the Franchise Agreement).

You must offer and provide all of the services that we require for Molly Maid Franchises. You may not market or perform any services that we have not authorized. Our System Standards may regulate required or authorized services and service categories and supplies. There are no limits on our right to periodically change required and/or authorized services and service categories, and we may do so at our discretion.

ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION.

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION,

TRANSFER, AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS OFFERING CIRCULAR.

	Provision	Section in Franchise Agreement (Note 1 and Note 2)	Summary
a.	Term of the franchise	Section 1	Term is 10 years from date of Execution of Agreement
b.	Renewal or extension of the term	Section 11	If you are in good standing and full compliance with the Franchise Agreement you can add additional consecutive renewal terms of 10 years
c.	Requirements for you to renew or extend	Section 11	We will notify you of your option to renew and you will sign new agreement, pay renewal fee, and sign release and waiver
d.	Termination by you	Section 12.A.	You may terminate any time with at least 60 days prior written notice
e.	Termination by us without cause		We may not terminate you without cause
f.	Termination by us (with cause)	Section 12.B.	We can terminate you only if you commit one of several violations
g.	"Cause" defined - defaults which can be cured	Section 12.B.	You have 10 days to make payment of any amounts due to us following receipt of written notice, 15 days after notification of non-compliance with any law or regulation, 30 days to cure failures to operate the Franchised Business as specified by us in our Manuals and other confidential materials.
h.	"Cause" defined - defaults which cannot be cured	Section 12.B.	Non-curable defaults include failure to successfully complete Initial Training within 6 months from the date you sign the Franchise Agreement, abandonment, un-approved transfers, material misrepresentations or omissions, conviction of a felony, failure to maintain insurance, interference with our inspection rights, failure to transfer on death or disability,

	Provision	Section in Franchise Agreement (Note 1 and Note 2)	Summary
			violation of any of the transfer provisions, dishonest or unethical conduct, unauthorized use or disclosure of the Manuals or confidential information, failure to pay taxes, failure to comply with System Standards, repeated defaults (even if cured), understating Royalty by 5% or more, failure to cease servicing customers outside of your Territory, failure to provide us, on a timely basis, with any report, statement or return we require, failure to comply with modification to System Standards, failure to comply with any condition, warranty or certification
i.	Your obligations on termination/ non-renewal	Section 13	Obligations include complete de-identification, transfer of phone numbers to us, payment of amounts due, return of all materials, and delivery of all customer information and to sign a release (also see r, below)
j.	Assignment of contract by us	Section 10.A.	No restriction on us of the right to assign
k.	"Transfer" by you - definition	Section 10.B.	Includes transfer or assignment of the Agreement, the Franchise, the Franchised Business or any part thereof
l.	Approval of transfer by us	Section 10.B.	We have the right to approve all transfers if specified conditions are met
m.	Conditions for approval of transfer by us	Section 10.B.	New franchise owner qualifies, transfer fee paid, purchase agreement approved, training completed, release signed by you and current agreement signed by new franchise owner. All monies must be paid to Molly Maid, Inc. prior to the transfer (also see r, below)

	Provision	Section in Franchise Agreement (Note 1 and Note 2)	Summary
n.	Our right of first refusal to acquire your business	Section 10.E.	Before transferring your interest in the Franchise Agreement, you must first offer us the right to purchase the interest on the same terms and conditions contained in any bona fide offer.
o.	Our option to purchase your business	N/A	We do not have an option to purchase your business
p.	Your death or disability	Section 10.D.	Transfer within 1 year of your death or disability. Your heirs may continue to operate your Franchised Business if the party would otherwise qualify as an assignee
q.	Non-competition covenants during the term of the franchise	Section 6	No involvement in competing business
r.	Non-competition covenants after the franchise is terminated or expires	Sections 13.D.	You may not engage or be involved in any manner in a competing business for 18 months in your former Territory, within a radius of 18 miles from the center of your former Territory, or in any Territories of any MOLLY MAID franchises in operation at the time of Termination
s.	Modification of Agreement	Section 15.J.	No modifications generally but Manuals and System Standards are subject to change
t.	Integration/merger clause	Section 15.L.	Only the terms of the Franchise Agreement are binding (subject to state law). No other promises are enforceable
u.	Dispute resolution by arbitration	Section 15.F.	Except for certain claims, all disputes will be arbitrated before the American Arbitration Association office closest to our then principal business address

	Provision	Section in Franchise Agreement (Note 1 and Note 2)	Summary
v.	Choice of forum	Section 15.G.	All actions will be commenced in the state, and in the state or federal court of general jurisdiction, closest to our principal business address at the time of the action
w.	Choice of law	Section 15. H.	Except for Federal Arbitration Act and other federal law, Michigan law applies

Note 1:

These states have statutes which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, tit.], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS 815 ILCS 705/19 and 705/20-44-*Please See additional disclosures required by the state of Illinois, and 705/20, INDIANA [Stat. Section 23-3-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the franchise agreement in your relationship with us including the areas of termination and renewal of your franchise. These and other states may have statues that may supersede the franchise agreement in your relationship with us regarding any of these provisions, please see the state additional disclosures regarding this.

Note 2:

For owners who are awarded an additional franchise (Item 5), including those who participate in the Million Dollar Circle Program (Exhibit K), the renewal, termination, transfer and dispute resolution terms of the Franchise Agreement remain the same as stated above.

ITEM 18. PUBLIC FIGURES.

We do not use any public figures to promote our franchise.

ITEM 19. EARNINGS CLAIMS.

We have included below certain sales and financial information for MOLLY MAID franchisees in transacting business during 2005. We do not make any representations or statements of actual, or average, or projected, or forecasted sales, profits or earnings to franchisees except for the information that appears in this Item. We specifically instruct our Franchise Development Managers, agents, employees, officers and brokers that they are not permitted to make any claims or statements as to the earnings, sales or profits, or prospects of any chances of success, nor do we authorize them to represent or estimate dollar figures as to any franchisee's operation. Any representations as to earnings, sales, profits, or prospects or chances for success, except as set forth in this Item, are unauthorized.

You should disregard any unauthorized information, whether oral or written, concerning the actual, average, projected, forecasted, or potential sales, costs, income or profits, or the prospects or chances of success, or representations or estimated dollar figures as to a franchisee's operation. You should immediately contact MOLLY MAID of any such unauthorized information or representation by contacting Ms. Kristi Mailloux, Executive Vice President of Operations or Ms. Laura Sartell, License Administration Manager, in writing at 3948 Rancho Drive, Ann Arbor, MI 48108.

Actual results vary from franchise to franchise, and we cannot estimate the results of a particular franchise. A new franchisee's results are likely to differ from the results shown in this Item. We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable, and consult with an attorney and other advisors prior to executing the Franchise Agreement.

As of December 31, 2005, there were 361 MOLLY MAID franchises in the United States. These franchises were owned and operated by 248 franchise owners ("Operators") who consolidated their sales for the purpose of reporting. Two Operators, who had been through initial training but had not yet opened, has been excluded because they had not yet generated any revenue.

At your written request, we will make available to you for inspection and review the data utilized in compiling the results presented in this Item.

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**TABLE 1: STATEMENT OF AVERAGE GROSS SALES
INFORMATION FOR 2005**

The following table provides the average gross sales information by quartile for all Operators that had been in operation for one calendar year or more as of December 31, 2004. The average sales numbers are based on the Gross Sales figures for the calendar year 2005 that was reported by the Operators directly from our proprietary software package, Customer Care.

**GROSS SALES INFORMATION FOR 2005
BY ALL OPERATORS IN OPERATION FOR ONE CALENDAR YEAR
OR MORE AS OF DECEMBER 31, 2004**

	Average Gross Sales	Number of Operator s	High	Low	Number above average	Number below Average
First Quartile	\$1,209,521.66	41	\$3,108,251.50	\$762,678.00	15	26
Second Quartile	\$605,024.73	42	\$754,452.83	\$489,533.98	21	21
Third Quartile	\$381,533.71	42	\$488,417.26	\$299,846.25	21	21
Fourth Quartile	\$216,999.17	41	\$296,846.25	\$41,910.00	25	16
All Operators	\$601,944.63	166	\$3,108,251.50	\$41,910.00	62	104

68 Operators operated multiple MOLLY MAID franchises and each such Operator's results are consolidated for the purposes of this table.

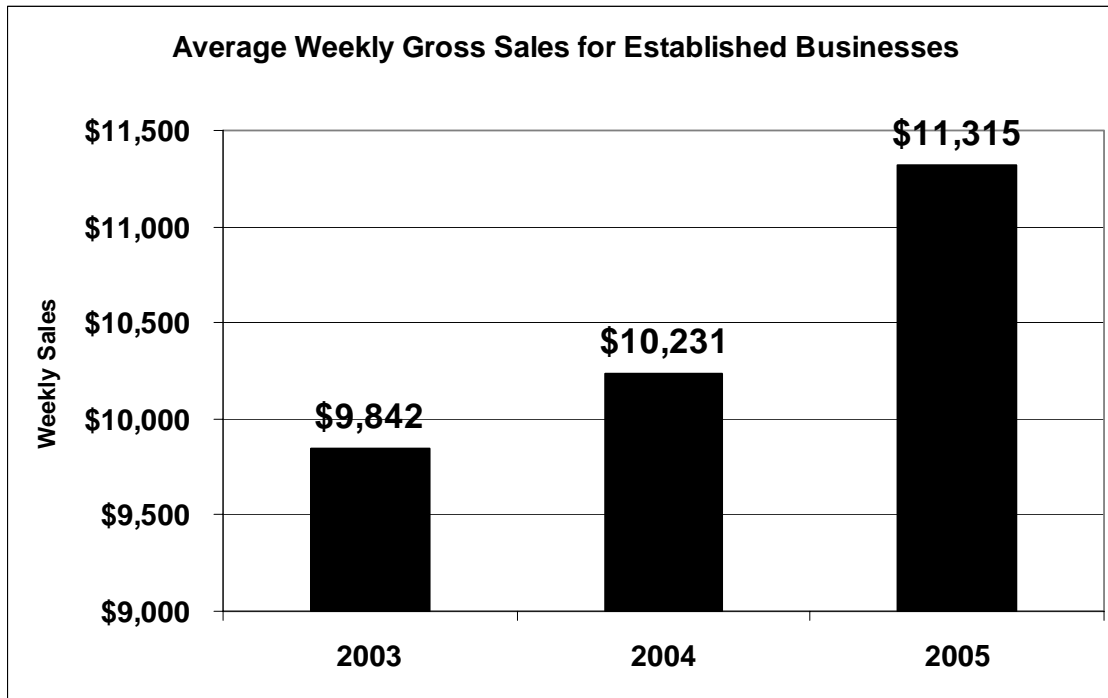
Excludes Operators that ceased operation during 2005.

TABLE 2: STATEMENT OF AVERAGE WEEKLY GROSS SALES INFORMATION BY YEAR FOR ESTABLISHED OPERATORS

The following table provides the average weekly gross sales information by year for all established Operators, we consider an operator to be established if it has been in operation for 1 calendar year or more as of December 31, 2003. The average gross sales numbers are based on the Gross Sales figures for the calendar years 2003, 2004 and 2005 that were reported by the Operators directly from our proprietary software package, Customer Care.

Average Weekly Gross Sales Information by Year for Established Businesses

Year	Average Weekly Sales	Number of Operators	High	Low	Number Above Average	Number Below Average
2003	\$ 9,842	164	\$46,298.91	\$343.17	65	99
2004	\$10,321	164	\$50,048.21	\$1,045.80	65	99
2005	\$11,315	164	\$57,830.07	\$805.96	62	102



As of December 31, 2005, 64 Operators represented in this table operated multiple MOLLY MAID franchises and each such Operator's results are consolidated for the purposes of this table.

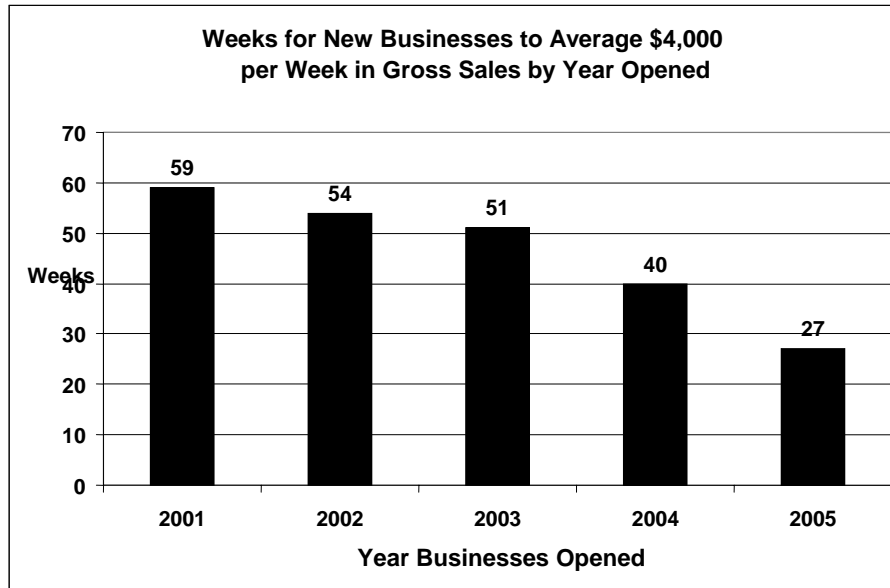
Excludes Operators that ceased operation during 2005.

**TABLE 3: STATEMENT OF NUMBER OF WEEKS
FOR OPERATORS OPENED DURING YEAR
TO AVERAGE \$4,000 PER WEEK IN GROSS SALES**

The following table provides information regarding the number of weeks that it took the Operators to average \$4,000 per week in Gross Sales, by the year that the Operator opened for business. Sales information is from the years 2001, 2002, 2003, 2004 and 2005 and was reported by the Operators directly through our proprietary software package, Customer Care. Years are from January 1 to December 31.

**Number of Weeks for Operators to Average \$4,000 per Week
in Gross Sales by Year Opened**

Years Business Opened	Average Weeks to \$4,000	Number of Operators	High	Low	Number Above Average	Number Below Average
2001	59	6	\$5,171	\$3,363	3	3
2002	54	8	\$8,090	\$1,277	2	6
2003	51	15	\$6,146	\$978	8	7
2004	40	34	\$9,285	\$1,358	18	16
2005	27	29	\$9,038	\$850	12	17



The High, Low, Number Above Average, Number Below Average show reported Gross sales of the Operators in the week that all Operators in that group reached an average of \$4,000 per week in sales.

The years 2001, 2002, 2003 and 2004, includes all Operators that opened during that year, regardless of whether they were open, closed or transferred by the end of 2005. The year 2005, includes the 29 operators who were open for at least 27 weeks of the year.

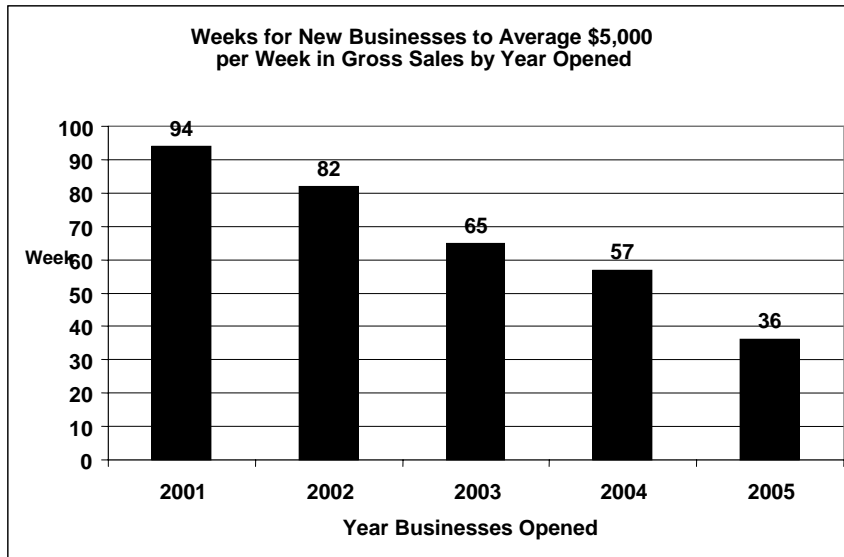
In 2002 and 2005 one franchise owner and in 2003 two franchise owners represented in this table operated multiple franchises; and each such Operator's results are consolidated for the purposes of this table.

**TABLE 4: STATEMENT OF NUMBER OF WEEKS FOR OPERATORS
OPENED DURING YEAR
TO AVERAGE \$5,000 PER WEEK IN GROSS SALES**

The following table provides information regarding the number of weeks that it took the Operators to average \$5,000 per week in Gross Sales, by the year that the Operator opened for business. Sales information is from the years 2001, 2002, 2003, 2004 and 2005 and was reported by the Operators directly through our proprietary software package, Customer Care. Years are from January 1 to December 31.

**Number of Weeks for Businesses to Average \$5,000 per Week
in Gross Sales by Year Opened**

Years Business Opened	Average Weeks to \$5,000	Number of Operators	High	Low	Number Above Average	Number Below Average
2001	94	6	\$8,068	\$3,214	3	3
2002	82	8	\$10,085	\$1,744	2	6
2003	65	15	\$7,576	\$1,498	9	6
2004	57	34	\$13,439	\$1,417	15	19
2005	36	18	\$8,026	\$2,969	8	10



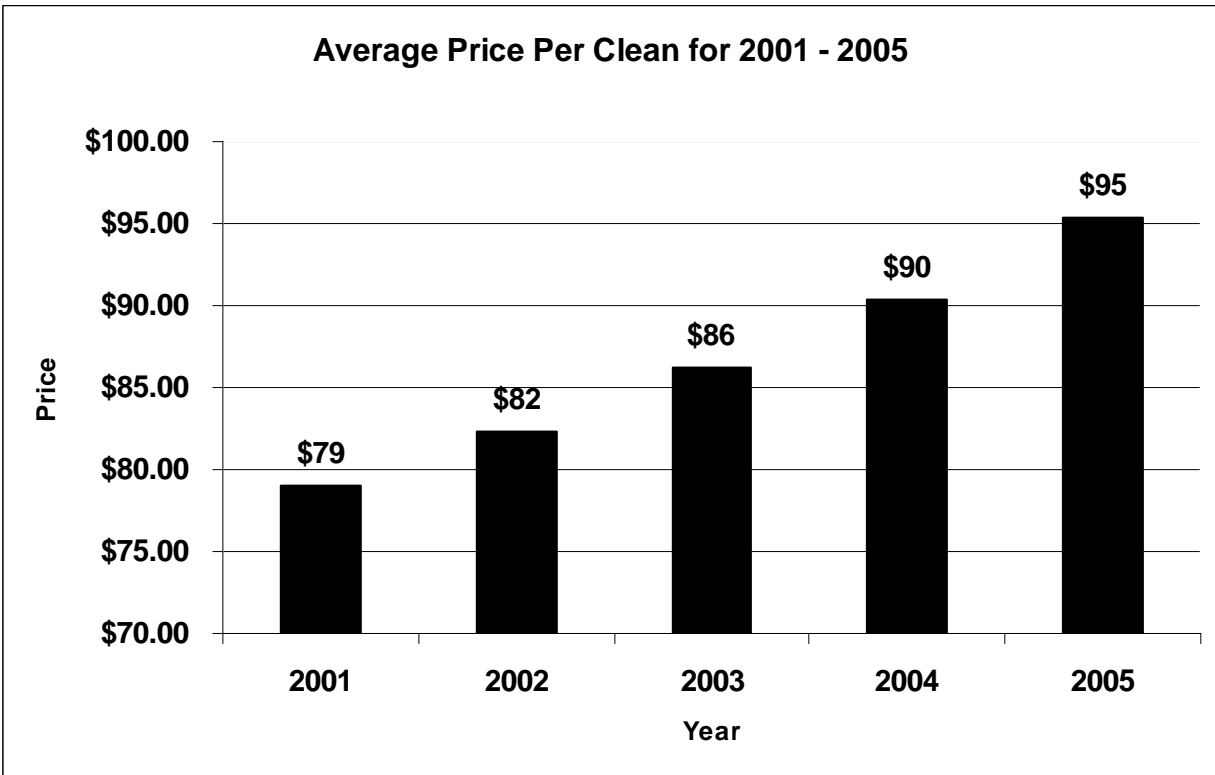
The High, Low, Number Above Average, Number Below Average show reported sales of the Operators in the week that all Operators in that group reached an average of \$5,000 per week in sales.

The years 2001, 2002, 2003 and 2004, includes all Operators that opened during that year, regardless of whether they were open, closed or transferred by the end of 2005. The year 2005, includes the 18 operators who were open for at least 36 weeks of the year.

In 2002 and 2005 one franchise owner and in 2003 two franchise owners represented in this table operated multiple franchises; and each such Operator's results are consolidated for the purposes of this table.

TABLE 5: STATEMENT OF AVERAGE PRICE PER CLEAN

The following table provides the Average Price per clean for the years 2001, 2002, 2003, 2004 and 2005. Years are from January 1 to December 31. The Average was determined by taking the Total Revenue for all operators in each year, as they reported to us and dividing it by the total number of cleans that took place by all operators during that year, as they reported to us directly through our proprietary software package, Customer Care.



Includes all Operators that were in operation during that year, regardless of whether they are still open or have closed or transferred their business.

TABLE 6: STATEMENT OF AVERAGE CLOSE RATE PER ESTIMATE

The following table shows the average close rate for all estimates performed by Operators for the period of January 1, 2005 to December 31, 2005 as reported by the Operators. The Average was determined by taking the total closed estimates and dividing it by the total number of estimates performed during the year, as the operators reported to us directly through our proprietary software package, Customer Care.

Average Close Rate per Estimate

Average Close Rate per Estimate	67.8%
---------------------------------	-------

Includes the Operators that were in operation during that year, regardless of whether they are still open or have closed or transferred their business.

* * *

- Note 1 Tables 1 – 6 were prepared from data obtained from the unaudited royalty report statements prepared by Molly Maid, Inc. for the statement period of January 1, 2005 to December 31, 2005.
- Note 2 Gross sales reflect the total average weekly sales for the Operators included in the sample, as reported to us through our proprietary software package, Customer Care, and do not include sales tax. Variations among Operators may be caused by a variety of factors, such as location, demographics, general economic conditions, weather conditions, individual pricing, competition and other seasonal factors, as well as the efforts of the individual Operator and his/her team.
- Note 3 Achieving any sales level is a function of having enough staff and cars to adequately meet demand.

THE RESULTS WHICH APPEAR IN THIS ITEM SHOULD NOT BE CONSIDERED AS THE ACTUAL OR PROBABLE SALES, INCOME, GROSS OR NET PROFITS THAT WILL BE REALIZED BY ANY FRANCHISEE. WE DO NOT REPRESENT THAT YOU CAN EXPECT TO ATTAIN SUCH SALES, INCOME, GROSS OR NET PROFITS. THERE IS NO ASSURANCE THAT YOU WILL DO AS WELL. IF YOU RELY UPON OUR FIGURES, YOU MUST ACCEPT THE RISK OF NOT DOING AS WELL.

ITEM 20. LIST OF OUTLETS

**FRANCHISE STATUS SUMMARY
FOR THE YEARS ENDED
DECEMBER 31, 2003/2004/ 2005⁶**

State	Franchises Transferred			Franchises Cancelled or Terminated			Franchises Not Renewed			Franchises Reacquired by Franchisor			Total From Left Columns ⁷			Franchises Open for Business		
	03	04	05	03	04	05	03	04	05	03	04	05	03	04	05	03	04	05
Alabama	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	2
Arkansas	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	2	2	2
Arizona	0	1	0	3	0	0	0	2	0	0	0	0	3	3	0	7	7	7
Bermuda	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
California	2	0	6	0	0	2	0	2	4	0	0	0	2	2	12	61	61	70
Colorado	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	12	13	15
Connecticut	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	2	2
Florida	4	0	1	0	0	2	0	0	0	0	0	0	4	0	3	13	16	21
Georgia	0	0	2	0	2	0	0	0	0	0	0	0	0	2	2	6	9	9
Idaho	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Iowa	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
Illinois	0	0	2	0	1	0	0	0	0	0	0	0	0	1	2	17	17	21
Indiana	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	4
Kansas	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2

⁶ Note: All numbers are as of December 31 of that year. A list of the names and addresses of the current Franchise businesses, as of December 31, 2005, is attached in Exhibits C-1 of the Offering Circular

⁷ The name and last known home address and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with the franchisor within 10 weeks of the application date is listed in exhibit C-2 of this offering circular and is current as of December 31, 2005.

State	Franchises Transferred			Franchises Cancelled or Terminated			Franchises Not Renewed			Franchises Reacquired by Franchisor			Total From Left Columns ⁷			Franchises Open for Business		
	03	04	05	03	04	05	03	04	05	03	04	05	03	04	05	03	04	05
Kentucky	1	0	2	0	0	0	0	0	0	0	0	0	1	0	2	3	4	4
Louisiana	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Maine	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Maryland	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	6	7	7
Massachusetts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	7
Michigan	2	0	2	0	1	0	0	0	0	0	0	0	2	1	2	21	21	22
Minnesota	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	5	5	5
Missouri	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	6
Mississippi	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Nebraska	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Nevada	0	2	0	0	0	0	0	0	0	0	0	0	0	2	0	3	3	5
New Hampshire	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
New Jersey	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	10	13	16
New Mexico	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
New York	2	1	0	0	0	0	0	0	0	0	0	0	2	1	0	10	13	15
North Carolina	0	1	2	0	3	0	0	0	0	0	0	0	0	4	2	12	10	12
Ohio	2	1	1	0	0	1	0	0	0	0	0	0	2	1	2	12	14	13
Oklahoma	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
Oregon	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0
Pennsylvania	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	5	6
Puerto Rico	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	7	6	6
Rhode Island	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
South Carolina	1	0	1	0	0	0	0	0	0	0	0	0	1	0	1	4	5	6
Tennessee	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	4	4	6
Texas	2	0	3	1	0	0	0	0	0	0	0	0	3	0	3	21	23	28
Utah	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Virginia	0	1	0	0	1	0	0	0	0	0	0	0	0	2	0	19	19	23
Washington	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2	5	7	7

State	Franchises Transferred			Franchises Cancelled or Terminated			Franchises Not Renewed			Franchises Reacquired by Franchisor			Total From Left Columns ⁷			Franchises Open for Business		
	03	04	05	03	04	05	03	04	05	03	04	05	03	04	05	03	04	05
Wisconsin	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	4	4	4
West Virginia	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	19	8	24	6	10	6	0	4	5	0	0	0	25	22	35	284	308	361

Status of Company Owned Franchise Businesses For Years of 2003/2004/2005 December 31, 2005									
	Franchises Closed			Franchises Opened			Total Franchises Operating		
	2003	2004	2005	2003	2004	2005	2003	2004	2005
All States	0	0	0	0	0	0	0	0	0

Projected Openings as of December 31, 2005

State	Franchises Sold but not Open			Projected Franchised New Businesses in the Next Fiscal Year			Projected Company Owned Companies in the Next Fiscal Year		
	03	04	05	03	04	05	03	04	05
Alabama	0	0	0	0	0	1	0	0	0
Arkansas	0	0	1	0	0	1	0	0	0
Arizona	0	0	0	1	1	1	0	0	0
Bermuda	0	0	0	0	0	0	0	0	0
California	1	5	0	2	2	4	0	0	0
Colorado	0	0	1	1	1	0	0	0	0
Connecticut	0	0	1	0	0	2	0	0	0
Florida	1	1	5	0	0	3	0	0	0
Georgia	2	1	0	1	2	2	0	0	0
Idaho	0	0	0	0	0	0	0	0	0
Iowa	0	0	0	0	0	0	0	0	0
Illinois	1	0	0	1	1	2	0	0	0
Indiana	0	0	0	1	1	1	0	0	0
Kansas	0	0	0	0	0	2	0	0	0
Kentucky	0	0	0	0	1	0	0	0	0
Louisiana	1	0	0	0	0	2	0	0	0
Maine	0	0	0	0	0	1	0	0	0
Maryland	0	0	0	2	0	2	0	0	0
Massachusetts	0	0	0	2	0	2	0	0	0
Michigan	0	0	0	1	1	1	0	0	0
Minnesota	0	0	1	0	1	2	0	0	0
Missouri	0	0	0	0	1	1	0	0	0
Mississippi	0	0	0	0	0	1	0	0	0
Nebraska	0	0	0	0	0	1	0	0	0
Nevada	0	0	0	0	1	1	0	0	0
New Hampshire	0	0	0	0	0	1	0	0	0
New Jersey	0	0	0	0	1	3	0	0	0
New Mexico	0	0	0	0	0	2	0	0	0
New York	1	0	0	1	1	4	0	0	0
North Carolina	0	1	0	1	1	1	0	0	0
Ohio	0	0	0	1	1	1	0	0	0
Oklahoma	0	0	0	0	0	1	0	0	0
Oregon	0	0	0	0	0	1	0	0	0
Pennsylvania	0	0	1	1	1	3	0	0	0
Puerto Rico	0	0	0	2	1	0	0	0	0
Rhode Island	0	0	0	0	0	0	0	0	0
South Carolina	0	0	1	0	1	0	0	0	0

State	Franchises Sold but not Open			Projected Franchised New Businesses in the Next Fiscal Year			Projected Company Owned Companies in the Next Fiscal Year		
	03	04	05	03	04	05	03	04	05
Tennessee	0	0	0	0	1	1	0	0	0
Texas	0	0	0	3	2	2	0	0	0
Utah	0	0	0	0	0	2	0	0	0
Virginia	0	0	0	2	1	0	0	0	0
Washington	0	0	1	2	1	2	0	0	0
Wisconsin	0	0	0	0	0	2	0	0	0
West Virginia	0	0	0	0	0	1	0	0	0
TOTALS	7	8	12	25	25	60	0	0	0

Exhibit C₁ includes the names, addresses and telephone numbers of all franchise owners as of December 31, 2005. Exhibit C₂ includes the names, home addresses and phone numbers whose franchises were transferred or terminated from January 1, 2005 through December 31, 2005. There are no franchise owners who failed to communicate with us within 10 weeks of the date of the franchise application related to this Circular.

ITEM 21. FINANCIAL STATEMENTS.

Exhibit A is our audited balance sheets, statements of operations, stockholders' equity and cash flows for the fiscal years ending December 31, 2005, December 31, 2004, and December 31, 2003.

ITEM 22. CONTRACTS.

The following Agreements are exhibits to the Offering:

- a) Franchise Agreement and its Exhibits (Exhibit B)
- b) Bank Account Debit Authorization (Exhibit D)
- c) Confidentiality and Non-Disclosure Agreement (Exhibit G)
- d) Disclosure Acknowledgment Statement (Exhibit H)
- e) Mutual Release (Exhibit I)
- f) Carpet Cleaning Agreement (Exhibit J)
- g) Million Dollar Program Addendum (Exhibit K)
- h) Additional Disclosures/Riders (Exhibit L)

ITEM 23. ACKNOWLEDGMENT OF RECEIPT BY PROSPECTIVE FRANCHISE OWNER.

The final page of this Offering Circular is a detachable document acknowledging receipt of the Offering Circular. If this page, or any other pages or exhibits are missing from your copy, please notify us immediately.

EXHIBIT A: FINANCIAL STATEMENTS

MOLLY MAID, INC.

FINANCIAL STATEMENTS

DECEMBER 31, 2005



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Statements of earnings and undistributed and retained earnings	3
Statements of cash flows	4
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DOEREN MAYHEW

Certified Public Accountants and Consultants

Independent Auditor's Report

To the Board of Directors and Shareholders
of Molly Maid, Inc.

We have audited the accompanying balance sheets of Molly Maid, Inc. as of December 31, 2005, 2004 and 2003, and the related statements of earnings and undistributed and retained earnings and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Molly Maid, Inc. as of December 31, 2005, 2004 and 2003, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.


DOEREN MAYHEW

February 23, 2006
Troy, Michigan

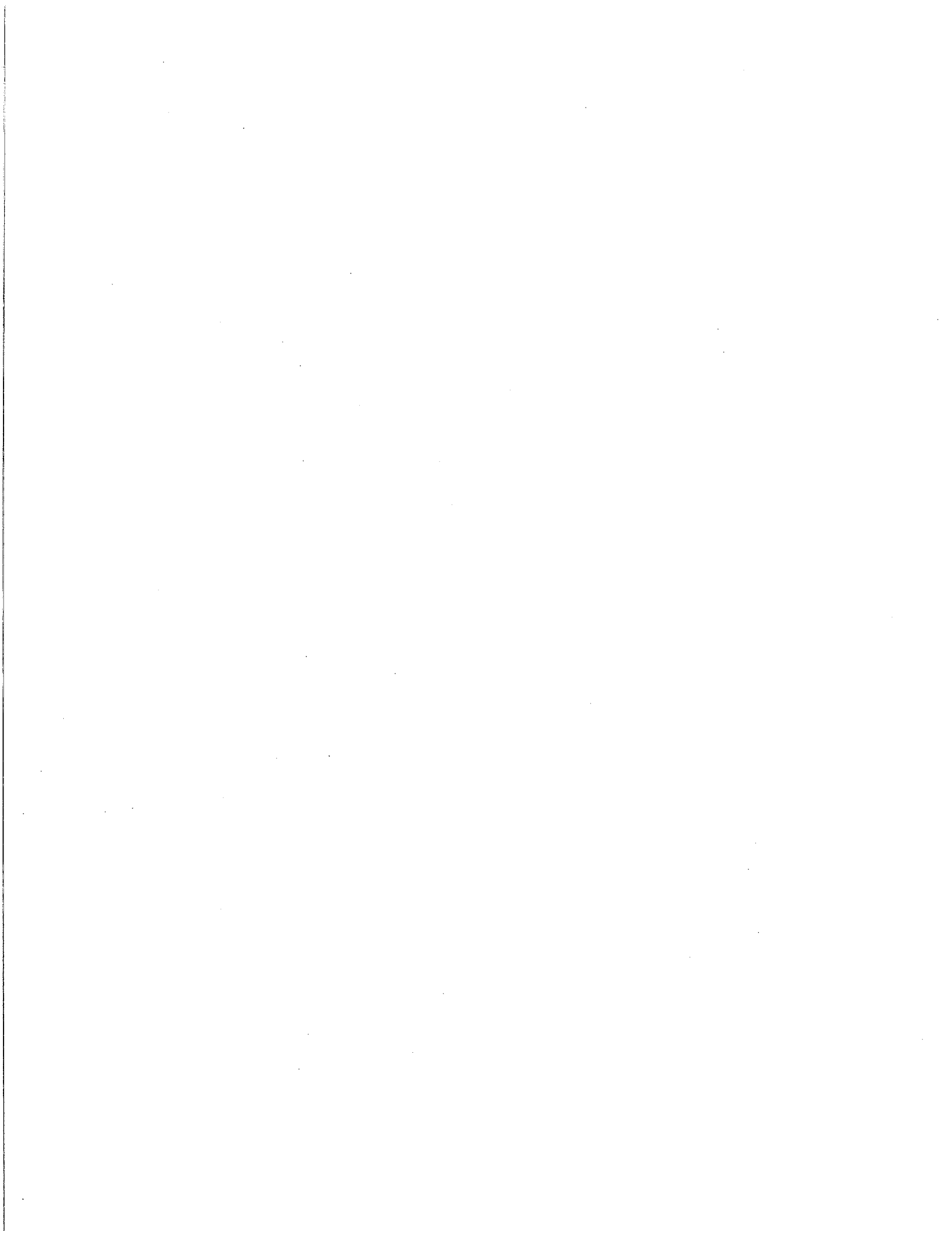


MOLLY MAID, INC.

BALANCE SHEETS

ASSETS

	December 31,		
	2005	2004	2003
Current Assets			
Cash	\$ 406,031	\$ 381,863	\$ 211,465
Accounts and royalty fees receivable	247,686	328,974	360,551
Accounts receivable - related party	368,577	961,766	1,142,973
Current portion of notes receivable (note 3)	946,491	706,684	1,297,349
Income taxes receivable	-	-	20,000
Prepaid expenses and other current assets	297,708	179,505	96,610
Franchise fees receivable	291,184	59,826	172,957
	<u>2,557,677</u>	<u>2,618,618</u>	<u>3,301,905</u>
Equipment			
At cost, less accumulated depreciation of \$460,695 in 2005, \$419,260 in 2004 and \$386,462 in 2003 (notes 2 and 4)	258,380	200,662	290,612
Long-Term Portion of Notes Receivable (note 3)	334,289	332,011	337,830
Other Assets (note 1)			
Deposits	5,000	5,000	5,000
Franchise license and trademark, net of accumulated amortization of \$27,625 in 2005, 2004 and 2003	35,750	37,375	37,375
Intellectual property, net of accumulated amortization of \$549,488 in 2005, \$549,217 in 2004 and \$506,676 in 2003	-	271	42,813
	<u>40,750</u>	<u>42,646</u>	<u>85,188</u>
Total other assets	<u>40,750</u>	<u>42,646</u>	<u>85,188</u>
Total assets	<u>\$ 3,191,096</u>	<u>\$ 3,193,937</u>	<u>\$ 4,015,535</u>



LIABILITIES AND SHAREHOLDERS' EQUITY

	<u>2005</u>	<u>December 31, 2004</u>	<u>2003</u>
Current Liabilities			
Accounts payable			
Trade	\$ 870,418	\$ 514,460	\$ 355,069
Related party	278,572	782,317	920,247
Current portion of long-term debt (note 4)	-	34,386	45,026
Other accrued expenses	<u>663,727</u>	<u>441,561</u>	<u>375,744</u>
Total current liabilities	1,812,717	1,772,724	1,696,086
Long-Term Debt (note 4)	-	-	34,357
Shareholders' Equity			
Common stock - \$.001 par value; authorized 1,500,000 shares; issued and outstanding 1,028,000 shares	1,028	1,028	1,028
Paid-in capital	188,316	188,316	188,316
Undistributed and retained earnings	<u>1,189,035</u>	<u>1,231,869</u>	<u>2,095,748</u>
Total shareholders' equity	<u>1,378,379</u>	<u>1,421,213</u>	<u>2,285,092</u>
Total liabilities and shareholders' equity	<u>\$ 3,191,096</u>	<u>\$ 3,193,937</u>	<u>\$ 4,015,535</u>

See accompanying notes to financial statements



MOLLY MAID, INC.

STATEMENTS OF EARNINGS AND UNDISTRIBUTED AND RETAINED EARNINGS

	Year Ended December 31,		
	2005	2004	2003
Revenues	\$ 9,377,657	\$ 7,064,372	\$ 5,950,985
Costs and Expenses	<u>8,679,960</u>	<u>6,903,348</u>	<u>5,879,246</u>
Earnings Before Income Taxes	697,697	161,024	71,739
Income Taxes (note 5)	<u>-</u>	<u>20,000</u>	<u>38,500</u>
Net Earnings	697,697	141,024	33,239
Undistributed and Retained Earnings - Beginning	1,231,869	2,095,748	2,062,509
Dividends Paid	<u>(740,531)</u>	<u>(1,004,903)</u>	<u>-</u>
Undistributed and Retained Earnings - Ending	<u>\$ 1,189,035</u>	<u>\$ 1,231,869</u>	<u>\$ 2,095,748</u>

See accompanying notes to financial statements

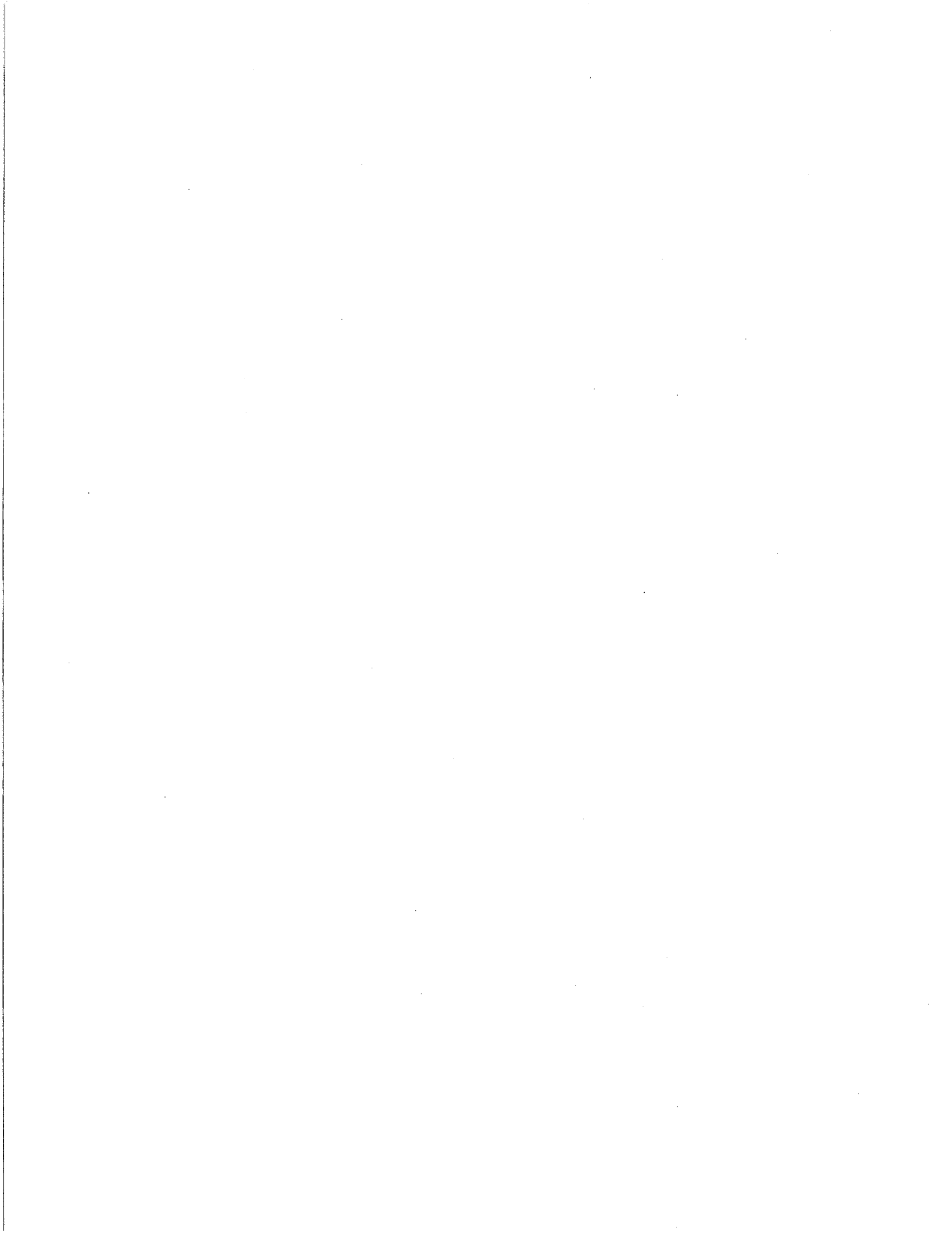


MOLLY MAID, INC.

STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2005	2004	2003
Cash Flows From Operating Activities:			
Cash received from customers and franchises	\$ 8,985,502	\$ 7,986,771	\$ 4,892,694
Cash paid to suppliers and employees	(8,629,477)	(6,918,833)	(3,875,574)
Interest paid	(380)	(3,203)	(5,671)
Interest received	21,367	18,711	24,236
Income taxes paid	-	-	(108,500)
Net cash provided from operating activities	377,012	1,083,446	927,185
Cash Flows From Investing Activities:			
Acquisition of equipment	(171,116)	(68,076)	(120,531)
Proceeds from sale of equipment	-	23,721	1,635
Increase in deposits	-	-	(5,000)
Net cash used in investing activities	(171,116)	(44,355)	(123,896)
Cash Flows From Financing Activities:			
Decrease (increase) in accounts receivable - related party	593,189	181,207	(800,334)
Repayment of debt	(34,386)	(44,997)	(42,550)
Dividends paid	(740,531)	(1,004,903)	-
Net cash used in financing activities	(181,728)	(868,693)	(842,884)
Net Increase (Decrease) in Cash	24,168	170,398	(39,595)
Cash - Beginning	381,863	211,465	251,060
Cash - Ending	\$ 406,031	\$ 381,863	\$ 211,465

See accompanying notes to financial statements



MOLLY MAID, INC.

STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2005	2004	2003
Cash Flows From Operating Activities:			
Net earnings	\$ 697,697	\$ 141,024	\$ 33,239
Adjustments:			
Loss (gain) on sale of assets	49	16,575	(130)
Depreciation and amortization	115,245	160,272	169,592
Changes in assets and liabilities:			
Decrease (increase) in accounts and royalty fees receivable, notes and franchise fees receivable	(392,155)	741,192	(257,957)
Decrease (increase) in prepaid expenses and other current assets	(118,203)	(82,895)	90,262
Decrease (increase) in income taxes receivable	-	20,000	(20,000)
Increase (decrease) in accounts payable - trade and related party	(147,787)	21,461	914,120
Decrease in income taxes payable	-	-	(50,000)
Increase in other accrued expenses	222,166	65,817	48,059
Total adjustments	(320,685)	942,422	893,946
Net cash provided from operating activities	\$ 377,012	\$ 1,083,446	\$ 927,185

See accompanying notes to financial statements



MOLLY MAID, INC.

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2005, 2004 AND 2003

Note 1 - Nature of Business and Significant Accounting Policies

Nature of Business

The Company's operations are principally related to the sale and support of franchisees for residential cleaning and housekeeping services throughout the United States.

The Company added 63 units, 39 units and 26 units for the years ended December 31, 2005, 2004 and 2003, respectively. Franchised areas in operation in the United States amounted to 361, 308 and 284 for the years ended 2005, 2004 and 2003, respectively.

Revenue Recognition

Fees from the sale of franchises are accounted for in the period when the franchisee has completed training. Royalty fee income is recognized in the period when earned.

Equipment

Depreciation and amortization are provided both on straight-line and accelerated methods over the estimated useful lives of the assets.

Capitalized Computer Software Development

Computer software development costs are capitalized after the establishment of technological feasibility of the related technology. These costs are amortized following general release of products based on current and estimated future revenue for each product with an annual minimum equal to the straight-line amortization over the remaining estimated economic life of the product (not to exceed 5 years). Management continually reviews the net realizable value of capitalized software cost. At the time that a determination is made the capitalized software amounts exceed the estimated net realizable value of amounts capitalized, any amount in excess of the estimated realizable amount will be written-off.



MOLLY MAID, INC.

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2005, 2004 AND 2003

Note 1 - Nature of Business and Significant Accounting Policies - Continued

Intangible Assets

The Company evaluates the recoverability of intangible assets on an annual basis or in certain circumstances as required under Statement of Financial Accounting Standards (SFAS) No. 142, "Goodwill and Other Intangible Assets". Intangible assets are evaluated whenever events or changes in circumstances indicate that the carrying value of the asset may be impaired. An impairment loss is recognized when the fair value or the estimated future cash flows expected to result from the use of the asset, including disposition, is less than the carrying value of the asset.

Intangible assets are being amortized as follows:

Intellectual property	5 years
Trademark	5 years

Amortization expense of intangible assets for the years ended December 31, 2005, 2004 and 2003 amounted to \$1,896, \$42,541 and \$35,541, respectively.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts and Royalty Fees Receivable

Accounts receivable are carried at customer invoice amounts. Royalty fees receivable are generated from billings performed by franchisees for services performed. Accounts and royalty fees receivable are reviewed monthly and based upon collection information and existing economic conditions, delinquent receivables are written-off in the period that determination is made. No allowance account was deemed necessary at year-end.



MOLLY MAID, INC.

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2005, 2004 AND 2003

Note 1 - Nature of Business and Significant Accounting Policies - Continued

Income Taxes

During the year ended December 31, 2005 Molly Maid, Inc., became a Subchapter S Corporation taxed under the provision of Section 1362(a) of the Internal Revenue Code. Under this election, the Company is not subject to Federal income taxes. All Federal income taxes are the responsibility of the individual shareholders. For the years ended December 31, 2004 and 2003 Molly Maid, Inc. was a C Corporation taxed under the provision of Section 11 of the Internal Revenue Code. All Federal income taxes were the responsibility of the Corporation.

Reclassifications

Certain items contained within the financial statements have been reclassified to conform to the current reporting period. There was no effect on total assets, liabilities or equity as a result of the reclassifications.

Note 2 - Equipment

The principal categories of equipment may be summarized as follows:

	December 31,		
	<u>2005</u>	<u>2004</u>	<u>2003</u>
Furniture and fixtures	\$ 676,941	\$ 577,788	\$ 576,921
Automobiles	<u>42,134</u>	<u>42,134</u>	<u>100,153</u>
Total cost	719,075	619,922	677,074
Less accumulated depreciation	<u>460,695</u>	<u>419,260</u>	<u>386,462</u>
Undepreciated cost	<u>\$ 258,380</u>	<u>\$ 200,662</u>	<u>\$ 290,612</u>

The amount of depreciation included in the determination of net earnings for the years ended December 31, 2005, 2004 and 2003 amounted to \$113,349, \$117,731 and \$134,051, respectively.

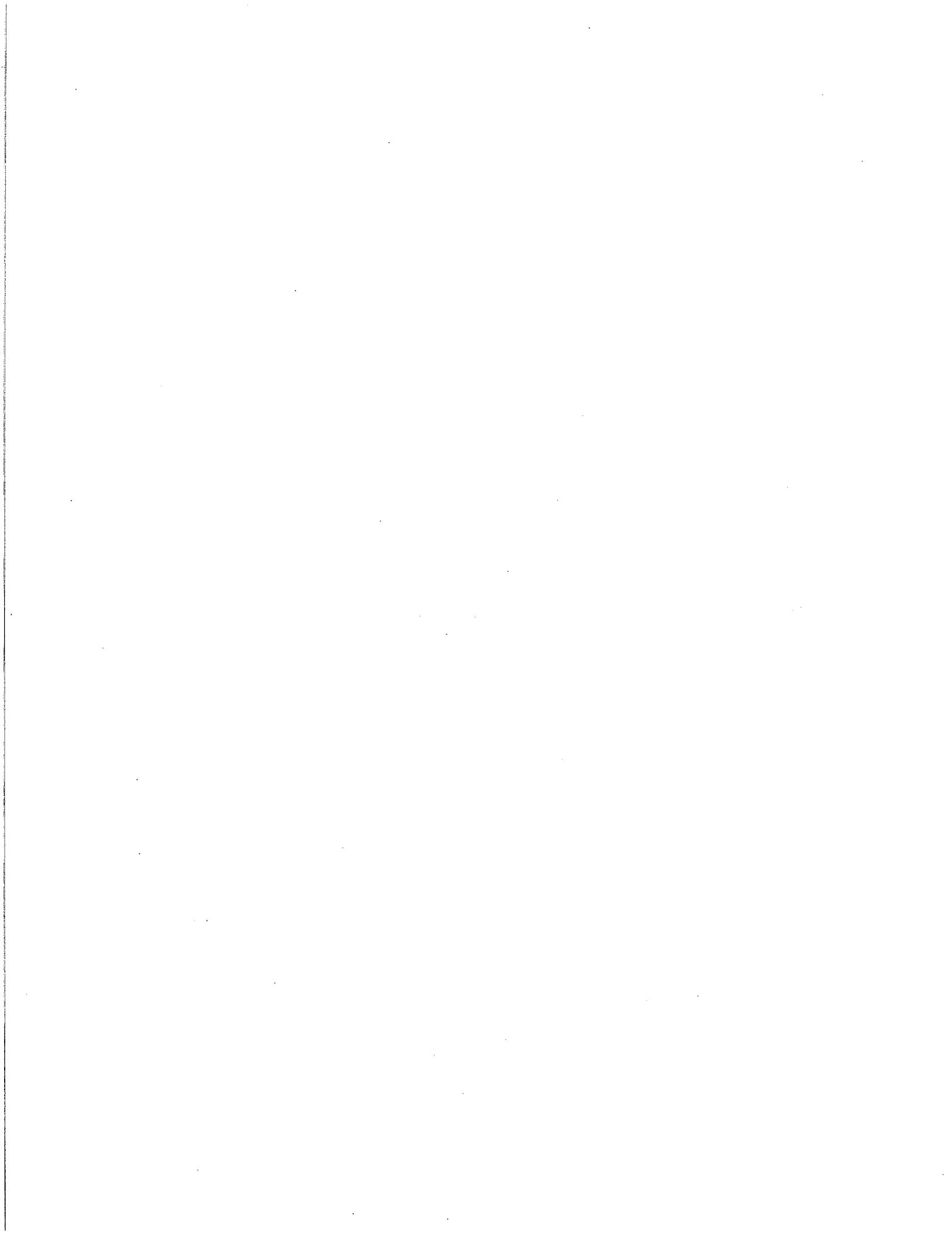


MOLLY MAID, INC.

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2005, 2004 AND 2003

Note 3 - Notes Receivable

	December 31,		
	2005	2004	2003
Notes receivable from franchisees, varying interest rates with varying payment terms, unsecured	\$ 20,578	\$ 34,466	\$ 93,790
Note receivable from related party, 7% interest, unsecured	322,940	322,940	322,940
Non-interest bearing loans receivable from related parties, unsecured	<u>937,262</u>	<u>681,289</u>	<u>1,218,449</u>
Total	1,280,780	1,038,695	1,635,179
Less current portion of long-term notes receivable	<u>946,491</u>	<u>706,684</u>	<u>1,297,349</u>
Total notes receivable reflected as long-term	<u>\$ 334,289</u>	<u>\$ 332,011</u>	<u>\$ 337,830</u>



MOLLY MAID, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2005, 2004 AND 2003

Note 4 - Notes Payable and Long-Term Debt

	<u>2005</u>	<u>December 31, 2004</u>	<u>2003</u>
Note payable to bank, payable in monthly installments of \$3,150 with interest at 4.75%, secured by furniture, concluding May 2005	\$ -	\$ 34,386	\$ 64,751
Notes payable to bank, payable \$866 monthly, with interest at 8.64%, secured by specific equipment, concluding June 2005	<u>-</u>	<u>-</u>	<u>14,632</u>
Total	-	34,386	79,383
Less current portion of long-term debt	<u>-</u>	<u>34,386</u>	<u>45,026</u>
Total debt reflected as long-term	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 34,357</u>

Interest expense for the years ended December 31, 2005, 2004 and 2003 amounted to \$380, \$3,203 and \$5,671, respectively.



MOLLY MAID, INC.

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2005, 2004 AND 2003

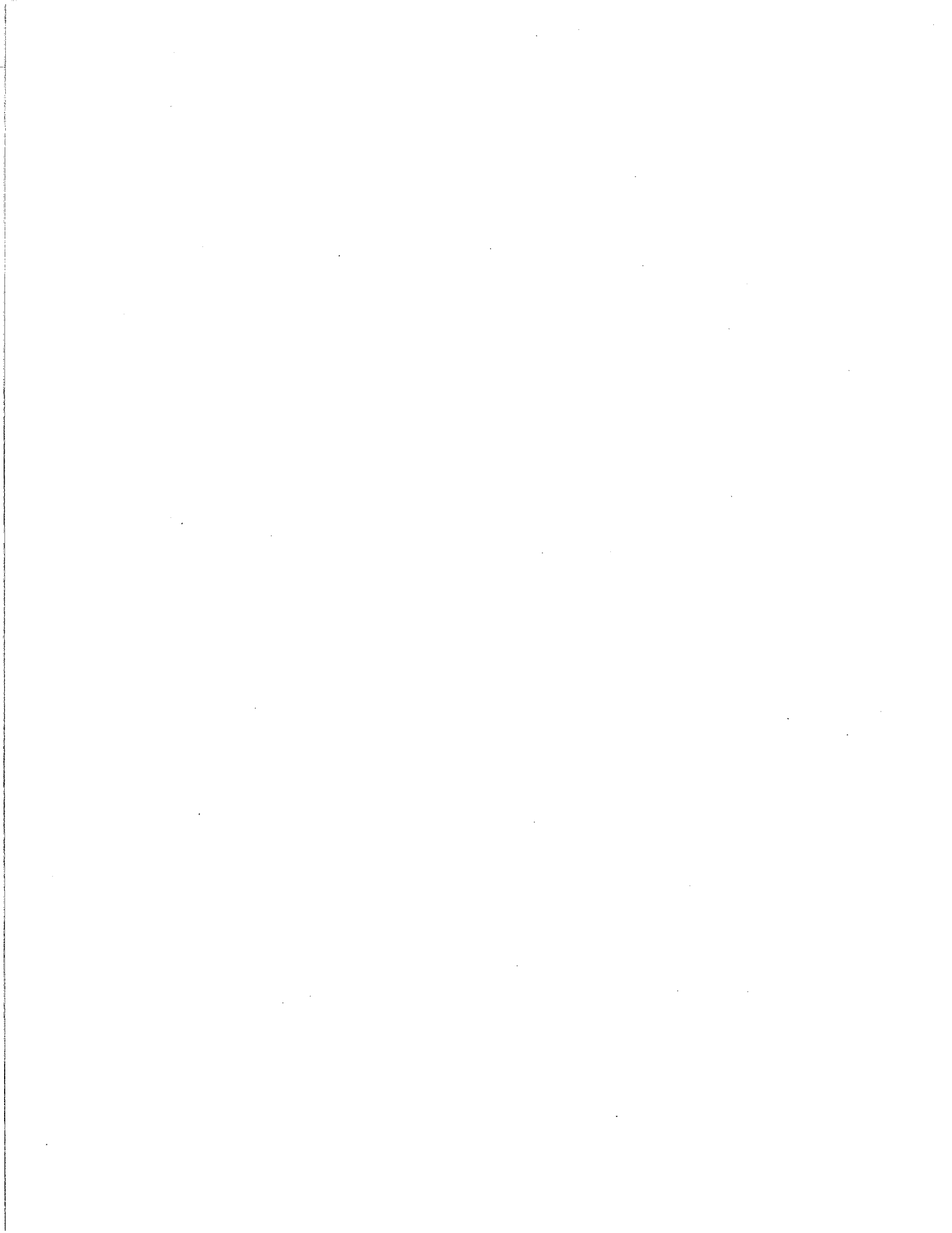
Note 5 - Income Taxes

The provision for income taxes is as follows:

	December 31,		
	<u>2005</u>	<u>2004</u>	<u>2003</u>
Current income taxes	\$ -	\$ 20,000	\$ 38,500

The provision for income taxes differs from expected income tax expense as follows:

Federal income taxes at statutory rates	\$ -	\$ 46,050	\$ 12,935
Benefit of net operating loss carryforward, rate differences and other	<u>-</u>	<u>(26,050)</u>	<u>25,565</u>
Total income taxes	<u>\$ -</u>	<u>\$ 20,000</u>	<u>\$ 38,500</u>



MOLLY MAID, INC.

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2005, 2004 AND 2003

Note 6 - Operating Leases/Related Party Transactions

The Company leases office facilities in Ann Arbor, Michigan under a noncancellable lease expiring on December 18, 2010 which requires annual rentals of \$248,550, plus the payment of property taxes, maintenance and insurance.

The following is a schedule by years of future minimum rental payments required under noncancellable lease terms in excess of one year as of December 31, 2005:

2006	\$	282,100
2008		292,950
2009		292,950
2010		292,950

Total expenses for operating leases included in the determination of net earnings for the years ended December 31, 2005, 2004 and 2003 amounted to \$192,189, \$184,587 and \$217,696, respectively.

The Company rents out office facilities in Ann Arbor, Michigan to related parties. The Company charged these parties a fee for the use of these facilities and allocated various other expenses in the amounts of \$54,208, \$61,530 and \$54,424 for the years ended December 31, 2005, 2004 and 2003, respectively.

Included in costs and expenses for the years ended December 31, 2005, 2004 and 2003, are employee management services charged by a related party in the amount of \$3,236,451, \$2,080,946 and \$1,385,997, respectively. From time-to-time, the Company advances and borrows funds with related parties.



MOLLY MAID, INC.

NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2005, 2004 AND 2003

Note 7 - Profit Sharing

The Company has a defined contribution profit sharing 401(k) plan that covers substantially all employees. The Company had no profit sharing expense for the years ended December 31, 2005, 2004 and 2003.

Note 8 - Advertising Expense

The Company expenses advertising costs as incurred. Total advertising expense included in the determination of net earnings for the years ended December 31, 2005, 2004 and 2003 amounted to \$73,391, \$84,543 and \$93,229, respectively.

Note 9 - Contingencies

The Company is, on occasion, involved in lawsuits or other legal actions arising from the normal course of business and intends to vigorously defend these lawsuits. The Company does not believe that losses, if any, would materially affect the Company's financial position.

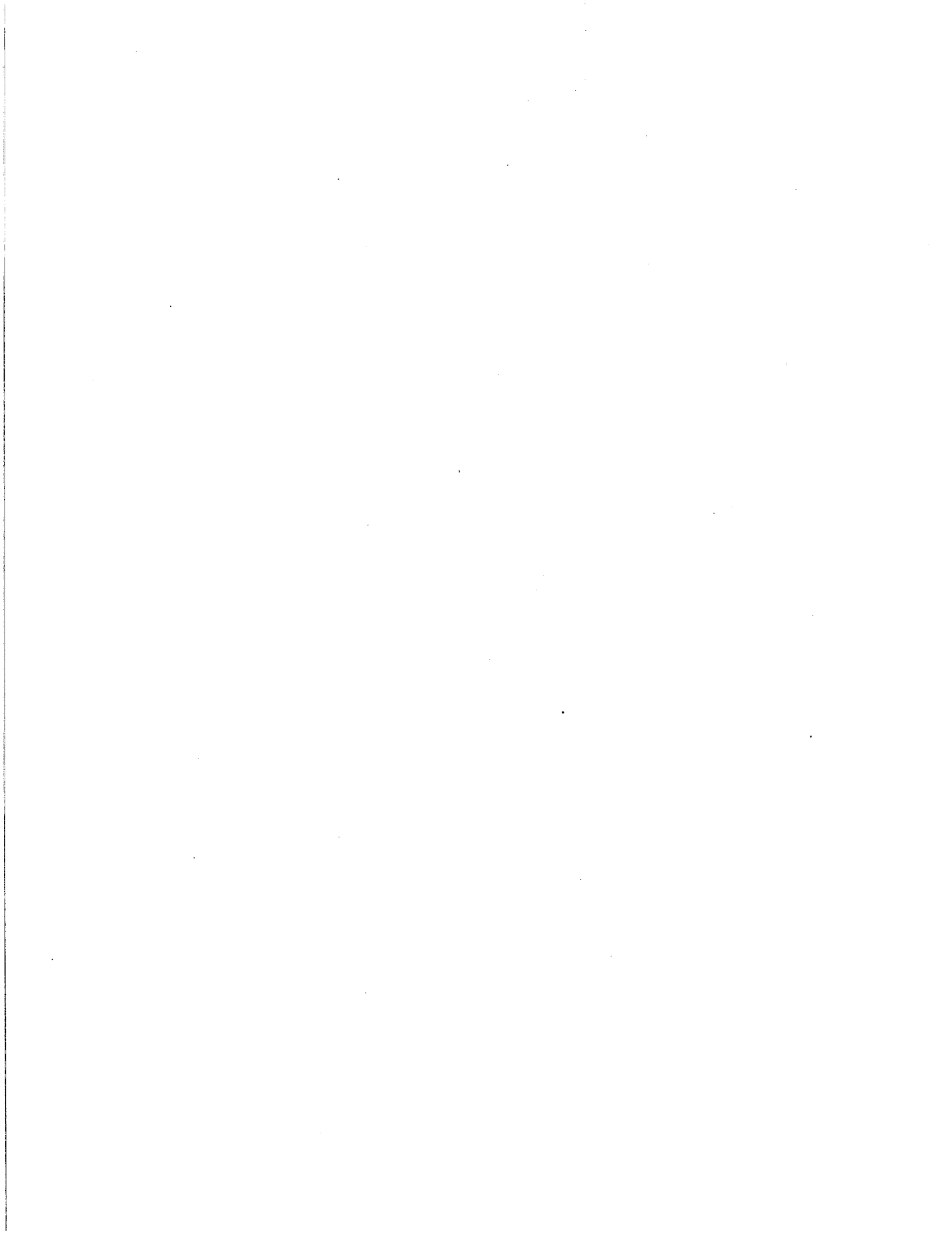


EXHIBIT B : FRANCHISE AGREEMENT AND EXHIBITS

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**MOLLY MAID, INC.
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20___, by and between MOLLY MAID, INC., a Michigan corporation, with its principal place of business at 3948 Ranchero Drive, Ann Arbor, Michigan (referred to in this Agreement as "we," "us," and "ourselves"), and «Name1» and «Name2» (together referred to as the "Managing Owner"⁸), residents of the state of «state», and a «state» «LLC_or_Corp» to be formed or already existing whose principal address is «Address» (referred to in this Agreement as "you," "your" or "Franchisee"). The Managing Owners are personally responsible for the obligations of the Franchisee under this Agreement, except not for third party claims as excluded in section 14.C.

1. INTRODUCTION, ACKNOWLEDGMENTS, AND AWARD OF FRANCHISE

A. INTRODUCTION.

The MOLLY MAID system for professional residential housekeeping originated in Canada in 1979. In 1984, we purchased the rights to franchise the system in the United States and, since that time, have spent considerable resources, time, and effort on the development, promotion, and servicing of MOLLY MAID businesses.

We use, promote and license certain trade and service marks and other commercial symbols in operating MOLLY MAID residential housekeeping businesses in the United States, including the trade and service mark "MOLLY MAID®" (collectively, the "Marks"). These marks have gained and continue to gain public acceptance and goodwill, and we may continue to create, use, and license additional trademarks, service marks, and commercial symbols in operating MOLLY MAID businesses.

We award to persons, who meet our qualifications and are willing to undertake the investment and effort, a franchise to own and operate a MOLLY MAID business offering the services and products we authorize and approve while utilizing our business formats, methods, procedures, signs, equipment, standards, specifications, and Marks ("the System").

Following your evaluation of the MOLLY MAID franchise system, you have expressed to us your desire to obtain the right to develop, own, and be licensed to operate a MOLLY MAID franchised business (the "Franchised Business").

This Franchise Agreement governs the ongoing relationship between you and us.

B. AWARD OF FRANCHISE.

You have applied for a franchise to own and operate a MOLLY MAID business. Subject to all of the terms and conditions of this Agreement, we hereby award you a franchise (the "Franchise"), to operate a MOLLY MAID business utilizing the MOLLY

⁸ In the case of multiple owners, the owner with day-to-day responsibility and authority to run the Franchised Business, and with whom we will communicate, shall be identified on the signature line as the "First Managing Owner."

MAID System and the Licensed Marks within the geographic territory (the "Territory") described in Exhibit A and attached to this Agreement, for a term of 10 years (the "Initial Term") commencing on the date of this Agreement.

You must at all times faithfully, honestly, and diligently perform your obligations under the Franchise Agreement. You must not engage in any other business or activity that conflicts with your obligations to operate the Franchised Business. You must designate one Managing Owner as our primary individual contact with the Franchised Business. The Managing Owner must promise to exert her/his full-time best efforts to manage, promote and enhance the Franchised Business. In the case of multiple owners, only one Managing Owner will be required to work full-time in the Franchised Business.

Prior to attending Initial Training, and/or upon any change to the Legal Entity ownership, you must submit to us a Corporate Resolution which states the name of the Corporation or LLC., the legal names of all of the partners or shareholders, the percentage of ownership that each member controls, their place of residence and their agreement to be bound by the terms of the Franchise Agreement. In the case of multiple owners, you must submit a dispute resolution that states what you will do if there is a conflict between any owners of the legal entity. In addition, at all times, at least 67% of the company must be controlled by owners who have signed the Franchise Agreement. The remaining owners must sign a written agreement to maintain confidentiality of the trade secrets and their agreement to abide by the covenant not to compete, as described in Sections 6 and 13 of the Franchise Agreement.

C. TERRITORY.

Your Territory is described in Exhibit A. During the term of this Agreement, we promise to not:

1. operate ourselves, nor award to any other party a franchise to operate, a MOLLY MAID business within your Territory;
2. modify the Territory without your prior written permission..

You may not perform any business, perform services or actively market for customers geographically located outside your Territory. If you request, and we approve, to service areas outside of your Territory, and we subsequently withdraw our approval or award a MOLLY MAID franchise to a third party whose territory includes customers that you have been servicing, all information regarding these customers is to be immediately transferred to us. In addition, you will immediately discontinue any and all solicitation of customers in said area and will refer any requests for service to the Franchise Owner who has purchased the territory. You will receive no compensation for the cessation of service or information delivery and failure to comply with our written notice requiring the customer transfer can result in termination of the Franchised Business as specified in Section 12.B.

You must also select your business office site within your Territory. You may not locate your office outside of your Territory without our express written consent. Should you have authorization from us to locate your office outside of your Territory; you agree that should a Franchise Owner purchase the Territory where your business office is located, you will move the location of your office, unless you have attained written authorization from the new Franchise Owner.

D. RIGHTS WE RESERVE.

We retain, as we deem appropriate, the rights to:

1. establish, and allow other Franchise Owners to establish, MOLLY MAID businesses at any location outside of your Territory on any terms and conditions;
2. offer and sell services and products within the Territory which do not comprise a part of the MOLLY MAID residential housekeeping System and, in connection with this right, to exploit our Marks, name, reputation, and know-how;
3. sell MOLLY MAID identified products through other lines of distribution.

2. FEES AND OTHER MONETARY REQUIREMENTS.

A. INITIAL FRANCHISE FEE.

You promise to pay us a non-recurring fee (the "Initial Franchise Fee") in the amount of \$«FranFee», upon your execution of this Agreement. The Initial Franchise Fee is composed of two components:

1. a \$9,900 licensing Fee;
2. an amount equal to \$1 for each Target Household we agree are located in your Territory.

Within 6 months of our receipt of the Initial Franchise Fee, you promise to complete our initial training (the "Initial Training Program") to our satisfaction (as defined in Section 3.A.). If you do not do so, this Agreement shall be terminated. The Initial Franchise Fee is non-refundable.

B. INITIAL PACKAGE FEE.

You promise to pay us a fee for specified software, equipment, and supplies (the "Initial Package") in the amount of \$8,500 at the time you sign this Agreement. The Initial Package is described in Exhibit B, which is attached to this Agreement. Equipment, products, and supplies included in the Initial Package shall be shipped to you F.O.B., from New Castle, DE; Orange Park, F; Ann Arbor, Clawson, Dexter, and Farmington Hills, MI; and Holland, OH within fourteen days of your successful completion of the Initial Training Program. The Initial Package Fee is non-refundable.

C. ROYALTY.

You promise to pay us a weekly royalty (the "Royalty") which will be a variable scale percentage of the Gross Sales, as defined in Section 2.E. below, of the Franchised Business. The Royalty will be:

1. 6.5% for the first \$400,000 of Gross Sales in the calendar year;
2. 6% for Gross Sales of \$400,001 to \$800,000 in the calendar year;
3. 5.5% for Gross Sales of \$800,001 to \$1,200,000 in the calendar year;
4. 5% for Gross Sales of \$1,200,001 to \$1,600,000 in the calendar year;
5. 4.5% for Gross Sales of \$1,600,001 to \$2,000,000 in the calendar year;

6. 4% for Gross Sales of \$2,000,001 to \$2,400,000 in the calendar year;
7. 3.5% for Gross Sales of \$2,400,001 to \$2,800,000 in the calendar year;
8. 3% for Gross Sales in excess of \$2,800,001 in the calendar year.

This declining royalty is a privilege only available to owners who are in good standing. If you are in default under this Franchise Agreement, including but not limited to failing to meet a deadline for either a report or a payment as required below, three times in any calendar year, then your Royalty shall automatically revert to 6.5% of your total Gross Sales, regardless of your sales level, for the next six months. If another default occurs during this six months, then the 6.5% Royalty shall continue until there are no defaults for six consecutive months.

You must submit in an electronic, or through another method we have approved, a correct statement of Gross Sales achieved by the Franchised Business to us on Thursday, for the preceding week ending on Sunday (the "Due Date") along with any other information we specify; however, we may specify other Due Dates periodically. Franchisor will then draft the royalty from your bank account. You promise to sign and deliver to us, before you attend Initial Training, the documents we require to authorize us to automatically debit your business checking account for Royalties and any other amounts you owe us. We have the right to verify your Royalty payments and reports.

If you fail to report your Gross Sales for the week as required, and transmit it to us, you will be subject to a late royalty report fee. In addition, we can debit your account on Friday for the same Royalty that we debited during the previous week. Our debit of your account will not relieve you of your obligation to pay any late fees or interest due under Section 2.D. However, if you send us the late report, the royalty you owe and any late fees and interest, within 21 days after the Due Date, and the Royalty you owe is less than we debited from your account, we will give you a credit for the difference. If the Royalty you owe is more than we debited, we will draft your account for the difference on the following Friday.

We can require you to pay the Royalty by means other than automatic debit (e.g., by check) whenever we deem appropriate, and you promise to comply with our payment instructions.

D. LATE PAYMENT SERVICE FEE AND INTEREST.

If the Royalty is not available in your account for debiting when due and/or you fail to submit your Royalty reports when due, a late payment fee will be imposed of 5% of the Royalty amount due or \$20, whichever sum is greater, for each week past due. Additionally, interest will be imposed at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is greater, from the date the amounts were originally due until the date paid. We can debit your account for both the late payment and interest fees.

You acknowledge that this Paragraph does not constitute our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance the operation of, the Franchised Business. Your failure to pay all amounts when due constitutes grounds for termination of this Agreement, as provided in Section 12.B. notwithstanding the provisions of this Paragraph.

E. DEFINITION OF GROSS SALES.

Gross Sales, as used in this Agreement, includes all billable revenue for services you provide from operating the Franchised Business, whether in cash, in services in kind, from barter and/or exchange, on credit (whether or not payment is received), or otherwise. All barter and/or exchange transactions for which you furnish services and/or products in exchange for goods or services will, for the purpose of determining Gross Sales, be valued at the full retail value of the goods and/or services you provide. You may deduct from Gross Sales the amount of all sales tax receipts or similar tax receipts that, by law, are chargeable to customers, if these taxes are separately stated when the customer is charged. In accordance with our policies as published from time to time, you may also deduct from Gross Sales the amount of any documented refunds.

F. REQUIREMENT TO ACHIEVE A MINIMUM LEVEL OF GROSS SALES.

You acknowledge and agree that we have awarded you this Franchise and Territory with the expectation that you will be able to develop a Franchised Business that will achieve a minimum level of weekly Gross Sales (the “Minimum Gross Sales”) as follows:

Mid-Sized Market Territory: Under 30,000 Target Households

<u>Years in Operation</u>	<u>Minimum Weekly Gross Sales Required</u>
Less than 1 Year	No Minimum
Year 1 - 2	\$2,000
Year 2 - 3	\$3,000
Year 3 - 4	\$4,000
Year 4 +	\$5,000

Large-Sized Market Territory: 30,001 or more Target Households

<u>Years in Operation</u>	<u>Minimum Weekly Gross Sales Required</u>
Less than 1 Year	No Minimum
Year 1 - 2	\$3,000
Year 2 - 3	\$5,000
Year 3 - 4	\$6,000
Year 4 +	\$7,000

If you do not achieve the above required Minimum Gross Sales for any week, we may collect a Royalty equal to what you would have been assessed had you achieved the Minimum Gross Sales. If this is a renewal term, you will be required to meet the Minimum Weekly Gross Revenue requirement for Year 4+ for the entirety of the renewal term. If you have been awarded more than one Franchise Agreement, you will be required to meet the Minimum Weekly Gross Sales for each individual Franchise Agreement.

G. NATIONAL MARKETING FUND.

Recognizing the value of marketing, advertising, and promotion to the goodwill and public image of the System, we have established a fund (the “National Marketing Fund”) for marketing, advertising, promotion, cross-promotion, and public relations

programs and materials. You promise to contribute to the National Marketing Fund the amounts that have been agreed upon by a vote of the Franchise Owners. To be enacted at least 75% of the Franchise Owners must vote (with each franchise entity having one vote, regardless of the number of franchise agreements that entity holds) and at least 67% of those voting must agree with the proposal being voted upon. The contribution will be by automatic debit and in the frequency prescribed by the proposal as agreed upon. The National Marketing Fund contribution will be uniform for all Franchise Owners but will not exceed 2% of the Gross Sales of your Franchised Business.

Monies collected for the National Marketing Fund may be used, as recommended by the Franchise Advisory Counsel, to pay the costs associated with preparing and producing video, audio, and written materials, administering and placing national, regional, and multi-regional marketing and advertising programs, administering and placing cross-promotion programs with third parties, and employing outside advertising and public relations agencies to provide assistance and support for public relations, market research, and other advertising, promotion, and marketing activities.

We will direct and coordinate all programs financed by the National Marketing Fund, following recommendations received from the National Marketing Committee regarding the creative concepts, materials, and endorsements used and their geographic market, media placement, and allocation.

We will administer these programs for a fee not to exceed 10% of the National Marketing Fund revenues and agreed upon, in advance, by the National Marketing Committee. Copies of any materials developed by the National Marketing Fund will be made available to you for the cost of reproduction and shipping.

The National Marketing Fund will not be our asset, will not be commingled, will be accounted for separately from our other funds, and will be held for the benefit of the System. We will furnish to you upon request, an annual statement of moneys collected and costs incurred by the National Marketing Fund. We can have the National Marketing Fund incorporated or operated through a separate entity anytime we deem appropriate, and the successor entity will have all of the rights and duties specified in this Section.

H. LOCAL MARKETING, ADVERTISING, AND PROMOTION.

You acknowledge and agree that to secure new customers for the Franchised Business you must aggressively conduct, at your expense, marketing, advertising, and promotional programs at the local level. As such, in addition to any funds you may be required to contribute to the National Marketing Fund as described in Paragraph H of this Section, you promise to spend for marketing, advertising, and promotional programs (the "Local Marketing Requirement") a minimum amount per each target household located in your territory. This amount will start at \$1 per Target Household and decline as you reach and maintain levels of weekly Gross Sales for a full calendar quarter, as outlined below:

Yearly minimum Local Marketing Requirement per Target Household	Weekly Gross Sales reached and maintained for a calendar quarter
\$1.00	\$0-\$20,000
\$0.50	\$20,001-25,000

\$0.25	\$25,001-30,000
\$0.10	\$30,001 or more

If at any time you reach and maintain one of the threshold levels indicated above, of weekly Gross Sales for a full calendar quarter, but subsequently your sales decline, you promise to spend the required amount for the lower weekly Gross Sales level.

As part of your local marketing, you promise to acquire and maintain a dedicated MOLLY MAID business telephone line which, in consideration for our granting you a Franchise, you must assign to us as a part of this Agreement (Exhibit D). You promise to maintain a 24 hour answering system on your business line and you promise to continually list the Franchised Business in the "White Pages" of the primary telephone directory servicing your Territory. You promise to maintain, at a minimum, a trademark listing advertising your Franchised Business in the "Yellow Pages" of the primary directory servicing your Territory. If 2 or more MOLLY MAID businesses are served by the same telephone directory, we may require you to list all businesses under one MOLLY MAID heading. In this instance, you promise to pay your pro-rata share of the total expense of the joint listing which is determined by dividing the total expense by the number of Franchised Businesses which are listed.

You must use our approved advertising and marketing materials, or receive our written approval of any other advertising and marketing materials prior to their use. All advertising and marketing materials must meet our then current standards and specifications. If you do not receive written approval within 15 days of our receipt of your written request for approval, this advertising and promotional materials will be considered approved.

We may offer and sell advertising, marketing, and promotional materials at any time. You have no obligation to purchase any such materials or forms from us.

We have the right to designate any geographical area as a Molly Maid advertising cooperative area, and to change the boundaries for the area at any time. If and when a cooperative exists where your territory is located, you must become a member and sign an advertising cooperative agreement in a form reasonably satisfactory to us. Each cooperative will be organized for the sole purpose of placing advertising and administering local advertising programs in accordance with plans approved by us. Each cooperative will be governed by majority vote of the owners whose territories are located within the advertising cooperative area.

I. FRANCHISE MANAGEMENT SOFTWARE LICENSING AGREEMENT AND FEES.

Throughout the term of this Agreement, you will be required to:

1. utilize our then current franchise management software system (referred to as "Customer Care") in the operation of the Franchised Business;
2. sign and maintain a quarterly renewable Customer Care licensing agreement (attached to this Agreement as Exhibit C);

3. pay the then current weekly usage/support/upgrade fee in the same manner as you pay the weekly Royalty.

J. HIGH SPEED INTERNET CONNECTION, ELECTRONIC MAIL NETWORK AND WEBSITE

You promise to subscribe to, maintain, and utilize a high speed internet connection and an electronic mail (referred to as "e-mail") network account with independent suppliers which, from time to time, we approve. If you do not receive written approval within 15 days of our written receipt of your request for approval, this supplier will be considered approved. You may not use the marks in any fashion in the domain name portion of the email address.

You promise to subscribe to, and pay for, as directed by us, a customized web site connected to our web site and managed by our web site provider. You may not attempt to redirect the customized website. You may not implement a web site or URL for the Franchise Business either yourself or through a third party provider.

K. OUTSTANDING ROYALTIES AND FEES OF PREDECESSOR.

If you were awarded your franchise as a result of your purchase of all or substantially all of the assets of the Franchised Business owned by a previous franchisee in the Territory, you promise to pay us the following fees if they are not timely paid by your predecessor:

1. Our current transfer fee to defray expenses we incur in the transfer; and
2. Any and all outstanding Royalties, Marketing and Promotion fund contributions, fees, amounts owed for purchases from us, late payments, interests, and any applicable broker fees.

3. TRAINING AND GENERAL GUIDANCE.

A. TRAINING.

Before you begin operating the Franchised Business, we will furnish initial training (the "Initial Training Program") to you on the operation of a Franchised Business. You promise to complete the Initial Training Program to our satisfaction and failure to do so will result in the termination of this Agreement. You will not be able to attend Initial Training, until you have paid all fees due to us and completed Right Start, as described in the Right Start manual.

A classroom and hands-on training session will be conducted at our home office in Ann Arbor, MI for five days and at one of our Owner Training Centers for four days. This training will be conducted by our training, development and franchise services team and experienced franchise owners. We will furnish the Initial Training Program to you and one other person at no additional fee or other charge. You will be responsible for all travel and living expenses that you incur while training.

You may designate, with our approval and on a "space available" basis, additional persons to attend other sessions of the Initial Training Program for which you will be charged our then current training fee. In addition, each person we approve to attend the Initial Training Program will be required to sign our then current Confidentiality and Non-

Compete Agreement prior to the start of training. The Initial Training Program fee will be due and payable prior to the start of the training program and you will be responsible for the payment of all travel and living expenses incurred by your designees while training.

You promise to attend periodic refresher training courses, conferences, market meetings, and conventions (“event”) at the times and locations we determine, and for which we may charge fees. We will determine the duration, curriculum, and location of any of these sessions. You will be responsible for all travel and living expenses that you incur while attending the event(s). You will be required to attend at least one event per year, provided that at least two of the above mentioned events were offered. If you do not attend at least one event each year, we may debit your account for the registration fee, any applicable room rental fees, and it may lead to termination of the Franchise Agreement.

B. GENERAL GUIDANCE.

You will have access to information helpful to the operation of the Franchised Business based on reports you submit to us and/or inspections that we make. In addition, we will furnish guidance to you on:

1. new products, services, and methods which we may have discovered or have developed for the System;
2. the purchase and use of supplies, uniforms, and products;
3. the formulation and implementation of advertising and promotional programs using the merchandising, marketing, and advertising research data and advice as we may, from time to time, develop for use in your local market;
4. employee recruitment and training;
5. the financial and daily operation of the Franchised Business including its accounting and record keeping functions.

This guidance will, at our discretion, be furnished in our operating manuals, bulletins, or other written materials, conferences, conventions, or other training sessions, toll-free telephone consultations, electronic communications, and in consultations at our office or the offices of the Franchised Business.

C. OPERATING MANUALS.

We will loan to you during the term of this Agreement one copy of each of our operating manuals (the "Manuals"). These Manuals contain our proprietary information and trade secrets and consist of the materials (including, as applicable, audiotapes, videotapes, magnetic media, computer software, cd-roms, proprietary business forms, and written materials) that we generally furnish to Franchise Owners from time to time for use in operating a Franchised Business. The Manuals contain mandatory and suggested specifications, standards, operating procedures, and rules (the "System Standards") that we prescribe from time to time for the operation of a Franchised Business, and information on your other obligations under this Agreement and related agreements. We may modify the Manuals from time to time to reflect changes in the System Standards.

You promise to keep your copy of the Manuals current and in a secure location in the principal office of the Franchised Business. In the event of a dispute over its contents, the master copy of each of the Manuals that we maintain at our principal office will be controlling. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Manuals unless required by the system. If all or any of the Manuals are lost, destroyed, or significantly damaged, you promise to obtain replacements at our then applicable charge.

D. DELEGATION OF PERFORMANCE.

You agree that we have the right to delegate the performance of any portion or all of our obligations and duties under this Agreement to designees, whether these designees are our agents or independent contractors with whom we have contracted to perform these obligations.

4. MARKS.

A. OWNERSHIP AND GOODWILL OF MARKS.

1. Your right to use the Marks is derived only from this Agreement and is limited to your operation of the Franchised Business in accord and in compliance with this Agreement and all System Standards we prescribe from time to time during its term.
2. You promise to use only the Marks that we designate in writing, and will use them only in the manner that we authorize.
3. You acknowledge and agree that your use of the Marks, and any goodwill established by this use, will be exclusively for our benefit and that this Agreement does not confer any goodwill or other interest in the Marks upon you (other than the right to operate a Franchised Business under this Agreement).
4. All provisions of this Agreement applicable to the Marks apply to any additional proprietary trade and service marks and commercial symbols that we authorize you to use.
5. The right and license of the Marks awarded to you under this Agreement is non-exclusive, and we may:
 - a) award other licenses and franchises for the Marks, in addition to those licenses already awarded;
 - b) use the Marks in connection with marketing and selling any products and services as we see fit.

B. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.

You promise to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and not to communicate with any person other than us and our attorneys, and your attorneys, in any infringement, challenge, or claim. We have sole discretion to take the action we deem appropriate and the right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or any other administrative proceeding arising out of any infringement,

challenge, or claim or otherwise relating to any Mark. We shall indemnify and hold you harmless against any loss, damage or expense incurred in connection with any such infringement, challenge or claim; provided however, our indemnity shall be only to the extent you are using the Marks in accordance with the terms and conditions of this Agreement. You promise to sign any and all instruments and documents, render the assistance, and do the acts and things that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding, or otherwise to protect and maintain our interest in the Marks.

C. LIMITATIONS ON YOUR USE OF MARKS.

1. You promise to use the Marks as the only identification of the Franchised Business, except that you agree to identify yourself as the independent owner in the manner which we prescribe.
2. You promise to affix the Marks upon the vehicles, uniforms, equipment, containers, fixtures, signs, stationary, advertising, sales/promotional materials, and such other objects, in the size, color, lettering style and fashion, and in the location as we may designate in the Manuals.
3. You promise to not use the Marks, or any words or symbols confusingly similar to them, as part of any corporate or other legal name or with any prefix, suffix, or other modifying words, terms, designs, or symbols. You may not use the Marks in connection with the sale of any unauthorized product or service, on an internet web-site of your own design not, or in any other manner not explicitly authorized in writing by us.
4. Except as expressly provided in the Manuals, you may not display any other trademarks, logotypes, symbols, or service marks, nor may you use any other marks in connection with the Marks, or with the Franchised Business, without our prior written approval.
5. You promise that all advertising and promotional materials that you use will bear the appropriate "®" or "©" registration symbol and/or such other appropriate notice of ownership, registration, or copyright as we may require.

You promise to submit to us, for our approval, the assumed or trade name (the "DBA") you intend to use in the operation of the Franchised Business prior to filing for it as required by local laws. We may approve or not approve the requested DBA at our discretion. All filings or affidavits, following your receipt from us of an approved DBA, must state that the filing or affidavit is made as "a franchise of Molly Maid, Inc."

The approved DBA is the only DBA that you may use. You may not use a different name under any circumstances, including as a domain name, URL address, marketing, or for any other function.

D. DISCONTINUANCE OF USE OF MARKS.

If it becomes advisable at any time in our sole discretion to modify or discontinue the use of any Mark and/or use one or more additional or substitute names or marks, you

promise to comply with our direction within a reasonable time after you have received notice. We will not be liable to you for any expenses, losses, or damages you sustain as the result of any such addition, modification, substitution, or discontinuance of a Mark, and you promise to not commence or join in any litigation or other proceeding against us for any such expenses, losses, or damages.

5. CONFIDENTIAL AND PROPRIETARY INFORMATION.

A. CONFIDENTIAL INFORMATION.

We possess (and will continue to develop and acquire) certain confidential information (the "Confidential Information") relating to the development and operation of MOLLY MAID businesses. The Confidential Information includes (without limitation):

1. general operating procedures for a Franchised Business;
2. personnel guidelines for hiring, training, retaining, promoting, and supporting housekeeping and administrative staff;
3. the Customer Care program;
4. the Right Start program;
5. knowledge of specifications and suppliers of certain assets and supplies for the Franchised Business;
6. information on operating results and financial performance of MOLLY MAID businesses other than your own.

You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to utilize that which is disclosed to you in operating the Franchised Business during the term of this Agreement, and that the use or duplication of any Confidential Information in any other business would constitute an unfair method of competition. You also acknowledge and agree that the Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you promise to:

- a) not use Confidential Information in any other business or capacity;
- b) maintain the absolute confidentiality of Confidential Information during and after the term of this Agreement;
- c) not make unauthorized copies of any portion of Confidential Information disclosed via electronic medium or in written or other tangible form;
- d) adopt and implement all reasonable procedures that we prescribe from time to time to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restrictions on disclosure to employees of the Franchised Business and others.

The foregoing restrictions will not apply to the information that:

- e) is now public knowledge or hereafter becomes public knowledge through no fault of yours;

- f) is properly provided to you without restriction by third party having no such restriction;
- g) is required to be disclosed by order of a competent court or governmental authority, provided, however, that (i) you provide us with prompt written notice of any claim or litigation that could give rise to such a requirement, (ii) you furnish only that portion of the confidential information that you are required to disclose; and (iii) you advise the governmental authority of your confidentiality obligations under this Agreement.

B. PROPRIETARY INFORMATION/CUSTOMER LISTS.

You acknowledge and agree that we own any and all customer lists and their contents that you may develop during the normal course of operating the Franchised Business. You promise to keep an up-to-date list of all current and former customers in our then current Franchise Management Software System, including their name, telephone number, complete mailing address, frequency of service, last date serviced, and price of service. You promise to make available to us, upon our request, an electronic copy, or in a form we approve, of a complete list of current and former customers, including their name, telephone number, complete mailing address, frequency of service, last date serviced, and price of service, and other information concerning these customers as we request. You promise not to use any customer list for any purpose other than in the normal operation of the Franchised Business without our prior written approval. We promise to not make the customer list available to any third or related party, excepting only those agents of ours acting in an audit capacity as provided for in Section 8 of this Agreement, without the recommendation of the Franchise Owner Advisory Council.

6. COVENANTS REGARDING COMPETITION.

A. FOR YOU.

You promise, during the term of this Agreement, to not:

1. engage as an owner, partner, shareholder, director, officer, employee, consultant, agent, or in any other capacity in any other business offering residential cleaning goods and services the same as or similar to the goods and services sold by the Franchised Business (except for other Franchises under Franchise Agreements we enter into with you);
2. use our confidential information, System, Manuals, Marks, customer lists, trade secrets, trade dress, proprietary knowledge, or know-how, or any colorable imitations, in the design, development, or operation of any business whether or not similar to or the same as that conducted by the Franchised Business.

B. FOR YOUR EMPLOYEES.

At the start of their employment, you promise to require, as consideration for employment, each of your employees to sign nondisclosure, confidentiality and non-compete agreements that we have approved. These agreements will prohibit disclosure, by the employee to any other person or legal entity, of any trade secrets, customer lists, or other information, knowledge, or know-how regarding the System or the operation of the

Franchised Business, which is deemed confidential or proprietary by us. The employee non-disclosure and confidentiality agreements will, to the fullest extent permitted by applicable law, prevent employees from servicing or soliciting any of the customers of your Franchised Business, except in their capacities as employees of the Franchised Business.

C. OUR RIGHT TO ENFORCE NON-COMPETITION COVENANTS.

You agree and acknowledge that a violation of the covenants not to compete as listed in this Section, will result in immediate and irreparable injury to us for which no adequate remedy at law will be available. Accordingly, you consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete. Further, you expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement or otherwise, will not constitute a defense to the enforcement by us of these covenants not to compete. If we prevail, you promise to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by us in connection with the enforcement of these covenants not to compete. The protection awarded in this Paragraph will be in addition to, and not in lieu of, all other protections for such trade secrets and confidential information as may otherwise be afforded in law or in equity.

7. SYSTEM STANDARDS.

A. COMPLIANCE WITH SYSTEM STANDARDS.

You acknowledge and agree that the operation and maintenance of your Franchised Business according to System Standards are essential to preserve the goodwill for the Marks and all MOLLY MAID franchises. Therefore, at all times during the term of this Agreement, you promise to operate and maintain your Franchised Business according to each and every System Standard, as we periodically modify and supplement them during the term of this Agreement, even if you believe that a System Standard, as originally issued or subsequently modified or supplemented, is not in the System's or your Franchise's best interests. Furthermore, you promise to use your best efforts to assure that your employees and representatives conduct themselves during business hours and/or whenever they are in a MOLLY MAID vehicle or uniform, in a manner which is consistent with the professional and ethical image of the System.

System Standards as specified and periodically amended in the Manuals, may regulate one or more of the following for your franchise:

1. use and display of the Marks;
2. services and products which we authorize you to sell to the public;
3. the use of environmentally and employee safe cleaning supplies and equipment, although we will not require you to use any specific brand of supplies and equipment;
4. a dress code, during business hours, for you, your employees, and your representatives;
5. suppliers you may use for the purchase of uniforms for you, your employees and your representatives;

6. vehicle type, model, condition, (all vehicles are to be maintained in a “good” condition as defined by Kelly Blue Book) and color, for yourself and each housekeeping team that you employ, to use in the course of your daily business operation, as well the use of decals on all vehicles used for the business, including their position, color, condition and style;
7. business forms and stationary;
8. designated and approved suppliers for trademarked business assets and supplies;
9. types and amounts of insurance coverage;
10. compliance with applicable laws including obtaining required licenses and permits, payment of all taxes, assessments, fees, fines, and penalties arising out of the operation of the Franchised Business;
11. adhere to good business practices, observing high standards of honesty, integrity, fair dealing, and ethical business conduct in all dealings with customers, suppliers, and us, and notifying us if any action, suit, or proceeding is commenced against you or your Franchise;
12. general operations including maintaining, at a minimum, Monday through Friday 8:00 AM to 5:00 PM business hours, sales, marketing, advertising, and promotional programs, and materials and media used in these programs, personnel practices, bookkeeping, accounting, data processing, and record keeping systems, and forms, methods, content, and frequency of reports to us of sales and financial performance, and the furnishing of tax returns related to the Franchised Business and other operating and financial information to us;
13. response to any and all customers’ inquiries or complaints to insure positive customer relations and maintain the goodwill of the System, even when this response may necessitate the re-cleaning of a customer’s home or a refund of moneys received. If the number of customer complaints for your business referred to Molly Maid exceed the average of complaints we receive regarding all Franchise Owners, we may take actions up to and including charging fines for each complaint above the average and/or termination of the Franchise Agreement;
14. any other aspect of the operation and maintenance of your Franchised Business that we determine, from time to time, to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and the System;
15. use best efforts to refer customers in neighboring territories to the correct franchisee.

B. MODIFICATION OF SYSTEM STANDARDS.

You acknowledge and agree that the System must continue to evolve in order to reflect changing market conditions and to meet new and changing consumer demands. As a consequence, changes, modifications, and variations to the System's Standards may be

required from time to time to preserve and enhance the public image of the System and enhance the operational efficiency of all franchises.

You, therefore, agree that we may, from time to time and upon notice, add to, modify, or change the System, including without limitation the adoption and use of new or modified trademarks, uniforms, signs, vehicle types, products, equipment, services, techniques, proprietary software, non-proprietary software, and methodologies, and you promise to promptly accept, implement, use, and display in the operation of your Franchised Business, all such additions, modifications, and changes at your expense.

We will not require you to make any changes, modifications, and variations to the System which are not required of all Franchise Owners. Your failure to comply with modifications to System Standards within 90 days is an incurable default under this Agreement, as provided in Section 12.B.

C. INSURANCE.

Prior to the attending of initial training, you promise to purchase and maintain in full force and effect throughout the term of this Agreement and at your expense, insurance protecting you, your employees, and us, our officers, and employees, against loss, liability, fire, personal injury, death, property damages, or theft arising from, or occurring in connection with, the operation and promotion of the Franchised Business. You acknowledge and agree that the insurance you will maintain reflects the minimum amounts of coverage we require, are not meant to reflect the actual needs you may have, and that it is your responsibility to carefully evaluate if these minimums will adequately meet your needs.

All policies will be written by an insurance company(ies) that is/are licensed in the state in which you are doing business, and that has an A.M. Best rating of "A" or better.

Insurance policies will be written by an insurance company which is satisfactory to us and will be in accordance with the standards and specifications set forth in the Manuals or otherwise in writing, and will include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified for all Franchise Owners from time to time by us in the Manuals or otherwise in writing) the following:

1. Commercial General Liability Insurance. You shall maintain insurance for "bodily injury," "property damage," and "personal and advertising injury" with no exclusion or limitation applying to the products / completed operations liability coverage. Limits shall be at least \$2,000,000 general aggregate, and \$1,000,000 per occurrence limit. This insurance will not have a deductible or self-insured retention in excess of \$5,000;
2. Automobile Liability Insurance. You shall maintain insurance with a minimum combined single limit of \$1,000,000 for bodily injury and property damage for all owned or leased vehicles and for hired and non-owned automobiles. This insurance will not have a deductible or self-insured retention in excess of \$5,000;
3. Workers' Compensation and Employer's Liability Insurance Statutorily required workers' compensation insurance and employer's liability insurance shall be maintained with limits of at least \$500,000. This policy

shall contain a waiver of subrogation endorsement as to claims against Molly Maid, Inc.

4. Employee Dishonesty Insurance. You shall maintain employee dishonesty insurance with minimum limits of \$25,000 per loss and this coverage shall also cover acts of stealing against third parties.
5. Other Insurance. As well as any other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated.

All general liability insurance policies will name us and our Indemnified Parties (see Section 14.C.) as additional insureds, and will contain no provision which in any way limits or reduces coverage for you if a claim is made by any one or more of the Indemnified Parties, and will extend to and provide indemnity for all obligations assumed by you and all items for which you are required to indemnify us, will be primary to and without right of contribution from any other insurance purchased by the Indemnified Parties, and will provide, by endorsement, that we receive at least 10 days notice of any intent to cancel or materially alter any policy.

Franchisor may, from time to time, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstance.

You promise to promptly report all claims, or potential claims, against you, any Indemnified Party or us, to the insurer and to us.

At least 10 days prior to attending Initial Training, commencing business, whenever a change is made in your insurance policy, and prior to the expiration of any insurance coverage, you promise to have your insurance company submit to us a copy or certificate or other acceptable proof of insurance.

You may not attend our initial training program until you have provided the certificates of insurance or other acceptable proof of all insurances.

You may not reduce the policy limits, restrict coverage, cancel, or otherwise alter or amend any insurance policy without our written consent.

D. RECORDS, REPORTS AND FINANCIAL STATEMENTS.

We require you to use Customer Care, or our then current franchise management software system, for maintaining customer records for the Franchised Business. In addition, you promise to establish and maintain, at your expense, an accounting system which conforms to the requirements and formats that, from time to time, we prescribe in the Confidential Manuals. You promise to furnish us, in the manner and format that we require:

1. by Thursday of each week a Royalty report, generated by the Customer Care system, for the previous week ending on Sunday;
2. upon our request, immediately provide a complete backup of the Customer Care database in an electronic format that includes all current and former customers;

3. on the 15th day of each month of the Franchised Business's operation an unaudited income statement for the preceding month, in a form satisfactory to us, and any additional reports as we may require;
4. within 90 days after the close of your fiscal year a complete income statement;
5. within 10 days of our request, exact copies of any state, federal, or other income tax returns covering the operation of the Franchised Business;
6. by November 1 of each year, Financial Projections for the upcoming year;
7. by November 1 of each year, a Marketing Plan for the upcoming year.

You promise to verify and sign each report and financial statement in the manner that we prescribe. We can disclose data derived from these reports without specifically identifying you or the Franchised Business (unless we have your written consent to do so). We can require you to have audited financial statements prepared on an annual basis if you fail to comply with any provision of this Agreement. Finally, you will allow us, as we deem appropriate, timely access to your copy of Customer Care and other computer systems that you maintain, to retrieve all information relating to the operation of the Franchised Business.

You promise to maintain all records, reports, and financial statements for a period of 5 years during and following the termination of this Agreement.

8. INSPECTIONS AND AUDITS.

A. OUR RIGHT TO INSPECT THE FRANCHISED BUSINESS.

To determine whether you are complying with this Agreement and all System Standards, we have the right at any time during business hours to perform an on-site inspection of your business at its principal office. During an inspection, we may participate in quality checks of homes being cleaned, review your books and records, review your promotional materials and media advertising, review your personnel files and practices, and/or review any and all components of the Franchised Business.

You promise to cooperate fully with us in any inspection of your business, and we promise to use our best efforts to not interfere with its operation.

B. OUR RIGHT TO AUDIT.

We have the right at any time during business hours and without prior notice to you, to inspect and audit, or cause to be inspected and audited, any and all financial statements, reports, income tax records, sales tax records, payroll records, Customer Care records, Customer Care Databases, and other related records. You promise to cooperate fully with our representatives, and independent accountants we hire, to conduct any inspection or audit. If any inspection or audit discloses an understatement of Gross Sales, we can debit your account, as provided in Sections 2.C. and 2.G., for the Royalty and National Marketing Fund contributions which are due on the amount of the understatement plus 100% of understated Royalty and interest, at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is greater, and all late fees, from the date originally due until the date of payment. Further, if an inspection or audit is made necessary by your failure to furnish reports, supporting records, or other related

information as required, or to furnish these items on a timely basis, or if an understatement of Gross Sales is greater than 2% for any period reviewed, or for failure to record all customers of the franchised business in Customer Care, you promise to reimburse us for the cost of the inspection or audit, including without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

9. TAXES AND ADVANCES.

A. TAXES.

You promise to pay all taxes as required by local, state, or federal laws regarding the products, service, or equipment furnished or used in connection with the operation of the Franchised Business. You promise to promptly pay us, when due, the amount of all sales taxes, use taxes, personal property taxes, and similar taxes imposed upon, required to be collected, or paid by us, to your state and/or local government, on account of services or goods furnished by us to you through sale, lease, or otherwise, or on account of collection by us of the Initial Franchise Fee, the Initial Package Fee, Royalties, or any other payments to us called for by this Agreement.

B. ADVANCES.

You promise to promptly reimburse us for all amounts which we have paid, or have been obligated to pay, on your behalf for your Tax Liabilities.

10. TRANSFER.

A. BY US.

This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests herein.

B. BY YOU.

If you are in full compliance with this Agreement, then, with our prior written approval, you may transfer this Agreement, the Franchise and Franchised Business, and any part of your ownership in it (including any voluntary, involuntary, direct or indirect assignment, sale, gift, or other disposition). Any assignment, transfer, or encumbrance without our approval, will constitute a breach of this Agreement. Any change of ownership requires our approval and must meet the conditions specified below, and the payment of the transfer fee will be due should the change of ownership be 33% or more in the aggregate. We will not, however, unreasonably withhold our approval provided that the conditions specified below are met:

1. you are in full compliance with this Agreement;
2. the transferee has demonstrated sufficient business experience, aptitude, and financial resources to meet our then current standards for new Franchise Owners, which may include aptitude or assessment testing;
3. the transferee and its owners and affiliates are not engaged in a competitive business;

4. you provide us with written authorization to release to the transferee any and all information about the operation of the Franchised Business which we have collected or may have in our possession;
5. the transferee has signed our then current form of Franchise Agreement for a full term;
6. you, or the transferee, pay us:
 - a) our then current transfer fee upon your execution of the Franchise Agreement to defray expenses we incur in the transfer, including the costs of training the transferee (we will waive the transfer fee for transfers to your spouse, children, or parent);
 - b) all royalties, National Marketing Fund contributions, fees, amounts owed for purchases from us, late payments and interest.
 - c) any applicable broker fees if you utilize a third party broker to locate the transferee.
7. the transferee has promised to complete our Initial Training Program;
8. you have signed a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, and agents;
9. we have approved the material terms and conditions of the transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the Franchised Business;
10. if you finance any part of the sale price of the transferred interest, you agree that all of the transferee's obligations under any promissory notes, agreements, or security interests that you have reserved in the Franchised Business, are subordinate to the transferee's obligation to pay Royalties, National Marketing Fund contributions, and other amounts due to us and otherwise to comply with this Agreement.
11. if the approved transfer is to a spouse, child, or parent, the Royalty in the transfer agreement will be the Royalty as it is in this Agreement;
12. in the event of an approved transfer to a wholly-owned corporation or limited liability company, we will require you to own and control at least 67 % of the issued and outstanding capital stock or other ownership interest;
13. if you transfer less than 100% of the Franchises that have been awarded to you, the Transfer fee will be \$4,900 for each sale, but in no case greater than \$9,900 for all Franchises that have been awarded to you.
14. you must have attended Initial Training and your business must be open in order to transfer the business.

C. YOUR DEATH OR DISABILITY.

Upon your death or disability, your executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Agreement to a third party within a reasonable amount of time, but not to exceed 1 year. The transfer will be subject to all of the terms and conditions applicable to transfers which are contained in this

Section, with the exception that the transfer fee will be waived if the third party is your spouse or child or parent.

In the event of your death or disability, and prior to a transfer of your interests in this Agreement, your spouse, child, or parent may, if this party otherwise would qualify as a transferee, may operate the Franchised Business, provided that this person personally manages the business on a full time basis, successfully completes the Initial Training Program, and signs a new Franchise Agreement.

For the purposes of this section disability is defined as a condition that materially impairs your ability to operate the Franchised Business in accordance with this Agreement.

D. OUR RIGHT OF FIRST REFUSAL.

If you at any time determine to sell, assign, or transfer for consideration (this does not apply to your death or disability) your interest in this Agreement, you agree to obtain a bona fide, executed written offer and earnest money (in the amount of 5% or more of the offering price) from a responsible and fully disclosed offer and immediately submit to us a true and complete copy of the offer which includes details of the payment terms. To be a valid, bona fide offer, the proposed purchase price is to be denominated in a dollar amount.

We have the right, exercisable by written notice delivered to you within 30 days from the date of the delivery to us of both an exact copy of the offer and all other information we request, to purchase the interest for the price and on the terms and conditions contained in the offer provided that:

1. we may substitute cash for any form of payment proposed in the offer;
2. our credit will be deemed equal to the credit of any proposed purchaser;
3. we will have not less than 60 days, after giving notice of our election to purchase, to prepare for closing;
4. we are entitled to receive, and you agree to make, all customary representations and warranties given by the seller of the assets of a business.

If we do not exercise our right of first refusal, you may complete the sale to the purchaser on the exact terms of the offer, subject to our approval of the transfer as provided in Paragraphs B of this Section. If the sale is not completed within 60 days after delivery of the offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30 day period following either the expiration of the 60 day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms, at our option.

11. EXPIRATION OF THIS AGREEMENT.

A. YOUR RIGHT TO RENEW THIS AGREEMENT.

Upon the expiration of this Agreement, provided that you have substantially complied with its provisions, including the timely payment of all fees and royalties, we may renew your Franchise for additional terms of 10 years each (the "Renewal Term").

We may refuse to renew this Agreement if you:

1. are not, at the time, in full compliance with this Agreement, or any other ancillary agreement then in effect between you and us;
2. have received written notice by us 3 or more times during the Initial Term or any Renewal Terms for failure to comply with the terms of this Agreement, whether or not the failure is subsequently cured; or,
3. have failed to make timely payment to us of all sums due to us.

B. AWARD OF A RENEWAL TERM.

No earlier than 9 months prior to the expiration of this Agreement, and no later than 6 months, you must give us written notice of your election to renew this Agreement. Within 45 days after we receive your notice, we will notify you of our decision (referred to as “Our Notice”), in accordance with Paragraph A of this Section:

1. to award you a Renewal Term;
2. to award you a Renewal Term on the condition that deficiencies in your operation are corrected;
3. not to award you a Renewal Term based on our determination that you have not substantially complied with this Agreement during its term.

If applicable, Our Notice will state the actions you promise to take to correct operating deficiencies and the time period in which these deficiencies are to be corrected.

If we elect not to award you a Renewal Term, Our Notice will describe the reasons for our decision. Your right to a Renewal Term is subject to your continued compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in Our Notice.

C. AGREEMENTS/RELEASES.

If you satisfy all of the other conditions to the awarding of a Renewal Term, you promise to sign the form of franchise agreement and any ancillary agreements we then are customarily using in awarding Renewal Terms for MOLLY MAID franchises, provided that in no event will the Territory or Royalty for the Renewal Term franchise agreement be changed from that contained in this Agreement. You and we further promise to sign a mutual general release, in a form satisfactory to us, of any and all claims against either of us and our respective shareholders, officers, directors, employees, agents, successors, and assigns.

D. RENEWAL FEE.

You promise to pay us \$2,000 or our then current fee upon execution of your Renewal Term franchise agreement.

12. TERMINATION OF AGREEMENT.

A. BY YOU.

At any time during its Initial Term, you may terminate this Agreement by giving us 60 days prior written notice of termination and a signed general release, in a form

satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors, and assigns.

B. BY US.

We have the right to terminate this Agreement, effective upon delivery of written notice to you, if:

1. you fail to attend training and/or fulfill all the pre-training requirements, which include the payment of all monies due to us, and the completion of all the required tasks as designated in the Right Start Manual.
2. you fail to commence operation of the Franchised Business within 6 months from the date of our receipt of payment of the Initial Franchise Fee and/or 2 months following your successful completion of the Initial Training Program;
3. you have made or make any material misrepresentation or omission in purchasing the Franchise or operating the Franchised Business;
4. you received from us 3 or more notices to cure the same or similar defaults or violations of this Agreement within any two-year period of time, regardless of whether the defaults were cured after receiving notice;
5. you are or have been convicted by a trial court of, or plead no contest to, a felony;
6. you fail to make payment of any amounts due to us and do not correct the failure within 10 days of your receipt of written notice of the failure; you default on any loan made to you by our preferred lender for the purchase of your Territory and fail to cure the default within 10 days of your receipt of written notice of the failure;
7. you understate your Royalty by 5%, in any reported financial statement, on three or more occasions, during any consecutive two-year time frame during the term of this Agreement, regardless of whether or not you subsequently rectify the deficiency;
8. you violate any of the transfer provisions contained in this Agreement;
9. you engage in any dishonest or unethical conduct which may adversely affect the reputation of the Franchised Business, or the general goodwill associated with the Marks;
10. you fail, for a period of 15 days after notification of non-compliance by appropriate authority, to comply with any federal, state or local law, regulation or ordinance applicable to the operation of the Franchised Business;
11. you violate any covenant of confidentiality or non-disclosure provision contained in this Agreement or you otherwise disclose, use, permit the use of, copies, duplicates, records, transmits, or otherwise reproduce any Manuals, business forms, videos, cd-roms, audiotapes, material or proprietary information, knowledge or know-how created or used by us and

designated for confidential use within the System, without our prior written approval;

12. you cease to continuously and actively operate the Franchise for five consecutive days, unless caused by an act of God, or other circumstance beyond the Franchisee's control, as determined by Franchisor; or the business telephone is disconnected at any time and no new number is immediately reinstalled or reconnected; or Franchisee's conduct is otherwise determined by Franchisor to constitute an abandonment of the Franchise;
13. you fail to comply with any part or condition, warranty, or certification in this Agreement, the Manuals and/or other Molly Maid confidential materials, and fail to cure the non-compliance or deficiency within 30 days of written notice from us;
14. you fail to comply with modifications to System Standards within the required time period;
15. you fail to acquire or continuously maintain the required minimum levels of insurance, fail to have Franchisor named as an additional insured, or fail to provide a current certificate of insurance to Franchisor as required in Section 7.C. However, we will not exercise our right to terminate this Agreement if upon receipt of notice from us you immediately cease operating the Franchised Business and obtain the required insurance within ten days after written notice is delivered to you;
16. you fail to receive our prior written approval and use products or materials that do not meet our standards and specifications;
17. you fail to timely provide us with any report, statement, or return required by this Agreement; within ten days after written notice of the failure is delivered to you;
18. you fail to operate the Franchised Business as specified by us in the Manuals and other confidential materials and fail to cure this non-compliance or deficiency within 30 days of written notice from us;
19. you fail to comply with any other material provision, warranty or certification of this Agreement and do not correct the failure within 30 days after written notice of the failure to comply is delivered to you;
20. you fail to service all customers in a manner consistent with our System Standards and reputation.
21. following your receipt of written notice from us, if you fail to cease servicing customers located outside of your Territory and/or you fail to provide us, or, if the Territory has been purchased by another Franchise Owner, the Franchise Owner whose Territory the customer is located in, with information regarding their names, locations, and service requirements as required in Section 1.C; we may assess you, in our discretion, penalties for these failures, including termination of your Franchise;

22. you fail to attend, or send a representative in your place, to a minimum of one training course, convention, or regional meeting per calendar year, and you fail to get approval prior to their commencement to miss them. Provided that at least two of the above named events have been offered during that calendar year.

Notwithstanding the above stated notice periods, if one of the listed failures or defaults cannot be cured within the time period specified above, and you promptly commence all reasonable actions to effectuate a cure and diligently pursue those actions to competition, then we will not terminate this Agreement.

13. POST TERMINATION OBLIGATIONS.

A. PAYMENT OF AMOUNTS OWED TO US.

You promise to pay to us, on the effective date of termination or expiration of this Agreement, or at any later date that the amounts due to us are determined:

1. all Royalties, National Marketing Fund contributions, fees, amounts owed for purchases from us, late payments, and interest;
2. upon termination for any default, the actual and consequential damages, costs, and expenses (including reasonable attorney and expert fees) incurred by us as a result of your default.

The obligation to pay said sums will create a lien in favor of us against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory you own at the time of default and/or against any moneys we hold or are otherwise in our possession.

Any transferee (or purchaser of all or substantially all of the assets of the Franchised Business) shall be liable for payment of these items if you do not timely pay them. Provided, however, the foregoing sentence will not release or discharge you from your obligations to pay us pursuant to this section and/or to indemnify or reimburse the transferee or purchaser pursuant to the applicable purchase or transfer agreement.

B. MARKS.

Upon the termination or expiration of this Agreement, you promise to:

1. strictly comply with, observe, and abide by all of the provisions of the Covenants Not to Compete as set forth in Section 13.D.;
2. neither directly nor indirectly represent to the public that any other business you may then own or operate, is or was operated as, or was in any way connected to, the System;
3. not hold yourself out, or advertise in any context that you are or were a present or former Franchise Owner of ours;
4. immediately refrain from engaging in any business relationship with any customers or former customers of the Franchised Business, whether with respect to collection of accounts receivable, or to provide them services, or for any other purpose whatsoever;

5. assign any and all accounts receivable to us for collection. In connection with this obligation, you appoint us as attorney-in-fact to engage in these collection activities and you specifically undertake to refrain from engaging in any of these collection activities. We promise to employ good faith efforts, including, where appropriate in our sole and exclusive judgment, the commencement of legal proceedings to collect these accounts receivable. We have no duty or obligation to collect the accounts receivable and you release and waive any claim against us for their collection. We will remit to you any of these sums collected after first deducting all moneys owed to us and our costs of collection;
6. not operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a MOLLY MAID franchise, or any similar business;
7. take the action required to cancel all DBAs or equivalent registrations relating to your use of any Mark;
8. deliver to us, within 7 days, an electronic and hard copy list of the names, telephone numbers, complete mailing addresses, frequency of service, last date of service, and price of the service for all customers serviced by you and the names, addresses, and telephone numbers of the employees rendering the service to each customer;
9. deliver to us, within 7 days, all Manuals, proprietary information, confidential material, Customer Care software, signs, sign-faces, marketing and advertising materials, forms, and other materials containing any Mark or otherwise identifying or relating to a MOLLY MAID business, and allow us, without liability to you or third parties, to remove all of these items from your vehicles and place of business;
10. notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, telecopy, or other numbers and any telephone directory listings associated with any Mark, and authorize the transfer of these numbers and directory listings to us or, at our direction, instruct the telephone company to forward all calls made to your telephone number to numbers we specify. If you fail to do so, we can take whatever action is necessary, on your behalf and consistent with the Telephone Listing Agreement attached to this Agreement as Exhibit D, to effect these events;
11. agree to cooperate with us to the extent necessary to effectuate any change in telephone numbers or other transfers of our property to us, including the signing of any forms, authorizations or other documents necessary; and
12. deliver to us, within 30 days, evidence that is satisfactory to us of your compliance with each of the foregoing obligations.

C. CONFIDENTIAL INFORMATION.

You promise that, upon termination or expiration of this Agreement, you will immediately cease to use any of our Confidential Information (including Customer Care or any other computer software that we have licensed to you) in any business or otherwise, return to us all copies of the Manuals and other confidential materials that we have loaned to you, and shall not maintain any copies of any these materials, in whole or part.

D. COVENANT NOT TO COMPETE.

For a period of 18 months from the time of expiration or termination of this Agreement, you promise to not engage as an owner, shareholder, partner, director, officer, employee, consultant, salesperson, representative, or agent or in any other capacity in any residential housekeeping business, within:

1. the Territory as defined in Exhibit A of this Agreement;
2. the geographic area encompassed by the Territories of any MOLLY MAID Franchise Owners as of the date of the termination or expiration of this Agreement;
3. a geographic area which is contained in a circle having a radius of 18 miles from the outside boundary of the Territory as defined in Exhibit A of this Agreement.

E. CONTINUING OBLIGATIONS.

All of our and your obligations which expressly or by their nature survive the expiration or termination of this Agreement, will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

14. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

A. INDEPENDENT CONTRACTORS.

You acknowledge and agree that, under this Agreement, you are and will be an independent contractor of ours. No employee of yours will be deemed to be an employee of ours for any purpose, most particularly with respect to any mandated or other insurance coverage, tax, or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, or federal governmental agency. Nothing in this Agreement will be construed so as to create a partnership, joint venture, or agency. You do not have any power to obligate us for any expenses, liabilities, or other obligations, other than as is specifically provided for in this Agreement. We will not have the power to hire or fire your employees and, except as expressly provided in this Agreement, we may not control or have access to your funds or expenditures, or in any other way exercise dominion or control over the Franchised Business.

You promise to identify yourself conspicuously in all dealings with customers, suppliers, public officials, the Franchised Business's employees, and others, and in the manner we prescribe, as the owner of the Franchised Business under a Franchise that we have awarded and to place notices of independent ownership on the forms, business vehicles, stationery, and advertising, and other materials we require you to use from time to time.

B. NO LIABILITY FOR ACTS OF OTHER PARTY.

Neither you nor we will make any express or implied agreements, warranties, guarantees, or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between you and us is other than that of franchisor and Franchise Owner. We do not assume any liability, and will not be deemed liable for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Franchised Business franchised by this Agreement.

C. INDEMNIFICATION.

You promise to protect, defend, and indemnify us, and all of our past, present, and future shareholders, direct and indirect parent companies, subsidiaries, affiliates, officers, directors, employees, attorneys, and designees (the "Indemnified Parties"), and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury, or damage to any person, firm, or corporation, or to any property arising out of, or in connection with, your operation of the Franchised Business. We agree to provide you with reasonable notice of and cooperate with you in connection with any claims, for which we will seek indemnification.

Notwithstanding the above-stated indemnification, regarding any third party claims and/or liabilities we agree to waive and release the Managing Owner(s) from personal responsibility for these indemnifications and we will look for recovery only from the Franchisee. Provided however, at the time of any event giving rise to an indemnification, if the insurance coverages required in Section 7.C are not maintained and/or we are not included as additional named insureds, or for any other reason beyond our control we are not covered by the insurance, then this waiver and release is null and void, and the personal indemnifications set forth above remain in full force and effect.

Under no circumstances will we, or any other Indemnified Party, be required to seek recovery from any insurer or other third party, in order to maintain and recover fully a claim against you. You agree that a failure to pursue recovery against others, will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

15. ENFORCEMENT.

A. SEVERABILITY.

Nothing contained in this Agreement will be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement, or the Manuals, and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter will prevail, but in such event the provisions of this Agreement, or the Manuals thus affected, will be curtailed and limited only to the extent necessary to bring them within the requirements of the law. In the event that any part, article, paragraph, sentence, or clause of this Agreement, or the Manuals, will be held to be indefinite, invalid, or otherwise unenforceable, the indefinite, invalid, or unenforceable provision will be deemed deleted, and the remaining part of this Agreement will continue in full force and effect.

If any covenant in this Agreement which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable by reducing any part or all of the covenant, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law is applicable to the validity of the covenant.

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of termination, or refusal to renew, than this Agreement, the prior notice or other action required by such law or rule will be substituted for the notice requirements of this Agreement. Such modification to this Agreement will be effective only in such jurisdiction and this Agreement will otherwise be enforced as originally made and entered into in all other jurisdictions.

B. WAIVER OF OBLIGATIONS.

Either of us may, by written notice, unilaterally waive or reduce any obligation or restriction of the other party under this Agreement. The waiver or reduction may be revoked at any time, for any reason, on 10 days notice.

C. FEES AND EXPENSES.

Should either we or you commence any action or proceeding for the purpose of enforcing, or preventing, the breach of any provision of this Agreement, whether by arbitration, judicial or quasi-judicial action or otherwise, or for damages for any alleged breach of any provision, or for a declaration of such party's rights or obligations under this Agreement, then the prevailing party will be reimbursed by the losing party for all costs and expenses incurred in connection with such action, including, but not limited to, reasonable attorneys' and experts' fees for the services rendered to such prevailing party. All sums which are due but unpaid to either party will bear interest from the date due at the highest rate applicable by law.

D. YOU MAY NOT WITHHOLD PAYMENT TO US.

You promise to not withhold payment of any amount due to us on the grounds of our alleged nonperformance or for any other reason. You agree that all claims may, if not otherwise resolved, be submitted to arbitration as provided in Paragraph F of this Section.

E. RIGHTS OF PARTIES ARE CUMULATIVE.

Your and our rights are cumulative and no exercise or enforcement by either of us of any right or remedy in this Agreement will preclude the exercise or enforcement by that party of any other right of remedy to which it is entitled by law.

F. ARBITRATION.

Except for any controversy or claim relating to the improper or unauthorized use or ownership of the Marks, the breach of non-competition covenants, or the disclosure or improper or unauthorized use of confidential or proprietary information by you, all controversies, disputes, or claims between us and our shareholders, officers, directors, agents, and employees, and you, arising out of or related to:

1. this Agreement or any other agreement between you and us or any provision of any these agreements;

2. our relationship with you;
3. the validity of this Agreement or any other agreement between you and us or any provision of any of those agreements;
4. any System Standard relating to the establishment or operation of the Franchised Business;

will be submitted for final and binding arbitration, on demand of either party, to the office of the American Arbitration Association closest to our then existing principal business address. The arbitration proceedings will be conducted at that American Arbitration Association office and, except as otherwise provided in this Agreement, will be heard by an arbitrator, chosen by you and us, but if we cannot agree upon an arbitrator, then we shall each select one arbitrator, and the two arbitrators shall select a third arbitrator, this third arbitrator will alone hear the dispute, in accordance with the then current commercial arbitration rules of the American Arbitration Association. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by any state arbitration law.

At least five business days prior to the arbitration hearing, we will each provide our last best offer to resolve the dispute to one another, as well as to the arbitrator. Notwithstanding any other provision set forth in this section or elsewhere in the Agreement, it is agreed and understood the arbitrator shall only have the right to select one or the other of these last best offers as his/her final decision. The arbitrator may not under any circumstances reach any other determination. The party whose last best offer is not selected by the arbitrator shall pay the costs and expenses of the arbitrator and of the other party, including the other party's attorney fees. So long as it is set forth in a party's last best offer to resolve the dispute, the arbitrator shall have the right to award specific performance and/or injunctive relief. The arbitrator will not have the right to declare any mark generic or otherwise invalid or to award exemplary or punitive damages.

The award and decision of the arbitrators will be conclusive and binding upon all parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction.

We and you promise to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. We and you further promise that, in connection with any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as described above will be forever barred.

We and you agree that arbitration will be conducted on an individual, not a class-wide, basis, and that an arbitration proceeding between us and our shareholders, officers, directors, agents, employees, and you may not be consolidated with any other arbitration proceeding between us and any other person, corporation, or partnership.

Notwithstanding anything to the contrary contained in this Paragraph, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however,

that we and you must contemporaneously submit our dispute for arbitration on the merits as provided in this Section.

The provisions of this Paragraph are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to, and notwithstanding, the expiration or termination of this Agreement

G. JURISDICTION.

Subject to Section 15.F., you agree that all actions arising under this Agreement, or otherwise, as a result of the relationship between you and us shall be commenced in the state, and in the state or federal court of general jurisdiction, closest to where our principal business address then is located, and you irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction of or venue in such courts. Notwithstanding the foregoing, you agree that we may enforce this Agreement in the courts of the state or states in which you are domiciled or the Franchised Business is located.

H. CHOICE OF LAW.

All matters relating to arbitration will be governed by the Federal Mediation Act (9 U.S.C. §§ 1 ET SEQ.). Except to the extent governed by the Federal Mediation Act as required hereby, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 ET SEQ.) or Federal Law, this Agreement, the Franchise and all claims arising from the relationship between us and you will be governed by the laws of the state where our principal business address is located.

I. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.

Except for the mutual indemnification obligations under Section 14.C. and claims we bring against you for your unauthorized use of the Marks or unauthorized use or disclosure of any confidential information, we and you waive, to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains.

We and you irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of us.

J. BINDING EFFECT.

This Agreement is binding us and you and will inure to the benefit of the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest and may not be modified, except by a written agreement signed by you and us.

K. LIMITATIONS OF CLAIMS.

Except for claims arising from your non-payment or underpayment of amounts you owe us under this Agreement, any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a judicial proceeding is commenced within one year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claim.

L. CONSTRUCTION.

The introduction and exhibits are a part of this Agreement which, together with the Manuals and our other written policies, constitute our and your entire agreement except as provided below, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement, except that you acknowledge that we justifiably have relied on your representations made before the execution of this Agreement. Except as contemplated by the arbitration provisions of Section 15.F. nothing in this Agreement is intended, nor is deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed initiated or effected actions that require our approval.

The headings of the sections and paragraphs in this Agreement are for convenience only and do not define, limit, or construe the contents of such sections or paragraphs.

References in this Agreement to "we," "us," and "our," with respect to all of our rights and all of your obligations to us under this Agreement, will be deemed to include any of our affiliates with whom you deal. The term "affiliate," as used in this Agreement with respect to you or us, means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. For purposes of this definition, "control" means the power to direct or cause the direction of management and policies.

If two or more persons are the Franchise Owner under this Agreement, their obligation and liability to us will be joint and several.

This Agreement may be signed in multiple copies, each of which will be deemed an original.

M. COMPLIANCE WITH OTHER LAWS

You must comply with all national, state, and local laws and regulations that apply. You should investigate these laws.

16. NOTICES AND PAYMENTS.

Any notice, report, payment, or other communication which is required to be delivered by the provisions of this Agreement, will be in writing and will be deemed to be delivered:

1. at the time of hand delivery;
2. at the time delivered via computer transmission and, in the case of Royalty and National Marketing Fund contributions, at the time we actually debit your account;
3. one business day after transmission by telecopy, facsimile, or other electronic system;
4. one business day after being placed in the hands of a commercial courier service for next business day delivery;
5. 5 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

All communications are to be addressed to the party to be notified at its most current principal business address. Both you and we agree to immediately notify the other of any change in address. Any required payment or report that we do not actually receive during regular business hours on the date due will be deemed delinquent.

17. YOUR AFFIRMATIONS.

In awarding this Franchise, we are relying upon your statements, as affirmed by your initials to the left of each statement, that:

___ ___ As the Managing Owners, you intend and agree to devote your best efforts to the development and management of your Franchised Business. At least one Managing Owner will operate the Franchised Business on a full-time basis.

___ ___ We have not made, nor have you relied, on any representation as to the past or future sales, volume or potential profitability, earnings or income of the Franchised Business, or any other MOLLY MAID franchised business, other than the information provided in our Offering Circular.

___ ___ You have had the opportunity, and have been encouraged by us, to independently investigate and analyze both the MOLLY MAID franchise opportunity and the terms and provisions of this Agreement by contacting any and all of our Franchise Owners and by utilizing the services of attorneys, accountants, or other advisors as you deem to be necessary.

___ ___ You are not relying on any representation or statement that we have made regarding the anticipated income, earnings and growth of Molly Maid, Inc., the MOLLY MAID franchise system, or the viability of the MOLLY MAID franchise opportunity.

___ ___ That, like any other business, the nature of the business conducted by MOLLY MAID franchised businesses may, and probably will, evolve over time.

___ ___ That your abilities and efforts are vital to the success of the Franchised Business.

___ ___ That continually securing new customers is necessary to the Franchised Business and requires you to make consistent and repeated marketing and advertising efforts through a variety of mediums.

___ ___ We have certain rights reserved to us to own and operate MOLLY MAID businesses, to franchise others to operate MOLLY MAID businesses, and to otherwise use the System, Marks, know-how, techniques, and procedures, including (without limitation) those expressly set forth in Section 1.D. of this Agreement.

___ ___ As expressly set forth in Section 15, certain disputes, controversies, or claims between us will be submitted to Arbitration and we both waive rights to, or claims for, any punitive or exemplary damages either of us may have against the other.

___ ___ We may sell our assets, Marks, or the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a re-financing, re-capitalization, leveraged buyout or other economic or

financial restructuring; with regard to any or all of the above sales, assignments, and dispositions, you expressly and specifically waive any claims, demands, or damages arising from or related to the loss of said Marks (or any variations of them) and/or the loss of association with or identification of Molly Maid, Inc. as the franchisor of this Agreement.

____ The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience, and education which will afford you the opportunity to derive income from other endeavors.

____ All information that you have set forth in any and all applications, financial statements, and submissions to us is true, complete, and accurate in all respects, and you expressly acknowledge that we are relying upon the truthfulness, completeness, and accuracy of this information.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement on the date stated on the first page hereof.

MOLLY MAID, INC., a Michigan corporation

By: _____
Kristi Mailloux
Its: Executive Vice President of Operations
MANAGING OWNER

Date: _____

«Name1»
MANAGING OWNER

Date: _____

«Name2»

Date: _____

FRANCHISEE: «LLC_or_Corp»

By: _____
«Name1»
Its: Authorized Representative

Date: _____

By: _____
«Name2»
Its: Authorized Representative

Date: _____

EXHIBIT A
 TO THE FRANCHISE AGREEMENT
 BETWEEN
 MOLLY MAID, INC. AND
 «Legal_Name»

DATED _____, 200__

TERRITORY

The "Territory" referred to in Section 1 of the Franchise Agreement will be defined as follows:

2000 U. S. Census Bureau Census Tract County of «County», State of «state1» («state_code»-«county_code»)				
«t1»	«t2»	«t3»	«t4»	«t5»
«t6»	«t7»	«t8»	«t9»	«t10»
«t11»	«t12»	«t13»	«t14»	«t15»
«t16»	«t17»	«t18»	«t19»	«t20»
«t21»	«t22»	«t23»	«t24»	«t25»
«t26»	«t27»			

If any of the Census Tracts identified in the Territory, are defined by political boundaries such as counties, city, etc., the boundaries will be considered fixed as of the date of this Agreement and will not change for the purpose of this Agreement, notwithstanding a political reorganization or change to the boundaries or regions. All street boundaries will be deemed to end at the street center line unless otherwise specified above.

MOLLY MAID, INC., a Michigan corporation

By: _____
 Kristi Mailloux
 Its: Executive Vice President of Operations
 MANAGING OWNER

Date: _____

 «Name1»

Date: _____

MANAGING OWNER

 «Name2»

Date: _____

FRANCHISEE: «LLC_or_Corp»

By: _____

«Name1»

Its: Authorized Representative

Date: _____

By: _____

«Name2»

Its: Authorized Representative

Date: _____

EXHIBIT B
 TO THE FRANCHISE AGREEMENT
 BETWEEN
 MOLLY MAID, INC. AND
 «Legal_Name»

DATED _____, 200__

INITIAL PACKAGE

Quantity	Item
\$1,000	<u>Convention Allowance</u> (offsets expenses associated with your attendance at the first annual convention that is scheduled following your completion of Initial Training)
	<u>Office Supplies</u>
500	#10 Envelopes
1000	MOLLY MAID Toilet Paper Stickers
5	MOLLY MAID Memo Pads
500	Business Cards
25	Thank You Notes with Envelopes
500	Personalized Letterhead
1	5-In-1 Labor Law Poster
1	Mission Statement Poster
	<u>Accounting and Record Keeping Supplies</u>
1	QuickBooks Accounting Software Package
500	Computer Checks formatted for QuickBooks
250	Double Window Envelopes
200	Deposit Slips
	<u>Sales/Marketing Supplies:</u> (Actual marketing material are ordered separately through our approved national suppliers)
2	Telephone Dialogue Books
2	Telephone Dialogue Book Refills
50	Sales Lead Tracking Forms
250	Leave Behind Brochures
3	Marketing/Service Vehicles Decals
	<u>Customer Supplies:</u>
500	Estimate Sheets
100	Quality Assurance Evaluation
1	Estimate/Presentation Binder with Materials
2	Cash Receipt Books
25	Gift Certificates and Envelopes
50	Invoice Statements

Quantity	Item
	<i>Employee Supplies:</i>
200	Employee Applications -Spanish
200	Employee Applications -English
10	HSP Recruitment Posters w/holder--Spanish
10	HSP Recruitment Posters w/holder--English
200	Employee Recruitment Door hangers--Spanish
1	Route Manager Binder
1	Driving Safety Video - English
1	Driving Safety Video - Spanish
	<i>Cleaning Equipment</i>
1	Sanitaire Vacuum and Attachments
1	Hoover PortaPower Vacuum and Attachments
1	Disposable Bag Adaptor Kit (Hoover)
6	Disposable Bags (Hoover) (5 per pack)
1	Mop System
1	Plastic Bucket (Double-Sided)
6	Rinse Cups
10	Bucket Stickers
5	Sponges
1	High Duster
1	Wooley Duster
1	Toilet Brush
1	Grout Brush
	<i>Cleaning Supplies:</i>
1	Ecolab Chemical Dispenser System* <ul style="list-style-type: none"> • 16 Plastic Dispenser Bottles • 16 Plastic Triggers • Material Data Safety Sheets for Oasis Chemical (1) • Oasis Wall Rack (2) • Oasis All Purpose Cleaner (1) • Oasis Bathroom Cleaner (1) • Oasis Glass Cleaner (1) • Oasis Deodorizer (1)
150	Cleaning Clothes – Cotton
50	Glass Cleaning Clothes – Polyester/Polyamide
2	Safety Goggles
4	Safety Work Gloves
2	First Aid Kit
	<i>Uniforms:</i>

Quantity	Item
5	MOLLY MAID Pink Owner Shirts
6	MOLLY MAID Employee Uniform Shirts
5	MOLLY MAID Aprons
2	MOLLY MAID Owner Name Tags
	<u>Manuals:</u> All Manuals are the property of Molly Maid, Inc., on loan to Franchise Owner
1	Operating Manual
1	Cleaning/Safety Manual—English
1	Cleaning/Safety Manual—Spanish
1	Employee Training Manual
1	Personnel Manual
1	Marketing Manual
1	Right Start Manual
1	QuickBooks Guide
1	Customer Care Manual
1	Cleaning Training DVD—English/Spanish
1	Route Manager Training Video - Spanish
1	Route Manager Training Video - English
1	Personnel Training Video
	<u>Technology:</u>
1	Customer Care License and Software
1	Personal Computer (meeting our specifications)
1	Printer/Fax/Copier/Scanner
1	Uninterruptible Power Supply
1	Microsoft Map Point Software & License
1	Instructional Tutorial

EXHIBIT C
TO THE FRANCHISE AGREEMENT
BETWEEN
MOLLY MAID, INC. AND
«Legal_Name»

DATED _____, 200__

CUSTOMER CARE LICENSE AGREEMENT

Molly Maid, Inc., a Michigan corporation, having its principal office at 3948 Ranchero Drive, Ann Arbor, Michigan 48108 ("MMI"), grants a renewable license ("License") to «Legal_Name» with offices at «Address» ("Licensee"), upon the terms set forth in this Agreement and subject to all the terms of a Franchise Agreement signed concurrently with this Exhibit between MMI and Licensee.

Licensee shall, during the term of this Agreement and upon the start of their MOLLY MAID franchised business, pay MMI a weekly license fee. The amount of this fee may change from time to time, at the discretion of MMI. Failure to make any payment shall result in the immediate termination of this License.

TERMS AND CONDITIONS

1. **License Grant:** MMI grants to Licensee a renewable License to use the MMI Customer Care system ("Product"), and all subsequent upgrades, on Licensee's computer. This License does not extend to other parties, even if they use the same computer. MMI reserves the right to issue new modules, which may be separately licensed.
2. **Title:** Title to the Product shall remain with MMI.
3. **Term:** This License is a quarterly license. It shall automatically renew each quarter and shall remain in effect throughout the term of the Franchise Agreement between MMI and Licensee.
4. **Copies and Listings:** The Licensee shall not copy or reverse-engineer the Product in whole or in part, nor shall it permit other parties to do so.
5. **Protection of Product:** Licensee agrees not to make available to any party the Product or any of its parts. Licensee agrees to take appropriate action with its employees and any other parties to obtain assurances of non-disclosure consistent with this Agreement.

Licensee recognizes that the Product is MMI copyrighted property, represents a large investment of human and financial resources by MMI, is a trade secret of MMI, and is confidential information. Licensee agrees to keep the Product, and all related materials, confidential. Licensee will use its best efforts, including any reasonable security precautions as MMI may request, to insure that the proprietary rights of MMI are preserved to the fullest extent possible under the law. In addition to the right to terminate this Agreement, MMI shall be entitled to seek appropriate injunctive relief

if there is any violation of the confidentiality of its copyrighted materials, and to bring an action at law where appropriate.

6. **Assignment and Sub-Licensing:** This License shall not be assigned or sub-licensed by Licensee, except with the prior, specific written consent of MMI.
7. **Warranty:** MMI warrants that the Product, when delivered to Licensee, shall be free from material defects and shall conform to the program documentation. Licensee acknowledges that the Product is of such complexity that it may have certain defects when delivered. Licensee agrees that the sole liability of MMI shall be to correct program errors in the Product, and not to correct problems due to the hardware upon which the Product is operated, interaction with other non-standard software, or incorrect handling or employment of the Product by Licensee. All warranties extend only to the Licensee.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Limitation of Liability; Limitation of Actions:** MMI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS FROM ANY CAUSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCT, NOR FOR ANY CLAIM OR DEMAND BY OR AGAINST LICENSEE. No action arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has occurred. Additionally, any cause of action for improper use, transfer, sub-licensing, or disclosure of the Product or materials may be brought within one year of the date when MMI shall have actual knowledge thereof. If MMI must institute suit to enforce the terms and conditions of this Agreement, Licensee shall pay reasonable attorneys fees and costs incurred by MMI.
9. **Termination by MMI:** The parties agree that any of the following events shall be considered to be a default under the terms of this Agreement, shall entitle MMI to terminate this Agreement, and shall authorize MMI to immediately terminate Licensee's access to the Product:
 - a. Failure to maintain the Franchise Agreement between MMI and Licensee in good standing;
 - b. Failure to make payments of any kind to MMI in full or on time;
 - c. Failure to comply with any covenants or agreements herein;
 - d. Licensee's disposing of, licensing, or transferring the Product, other than strictly in accordance with the terms of this Agreement.

- e. Upon termination of this Agreement, Licensee shall immediately deliver to MMI all Products, and copies of Products, and related materials in its possession, and shall not maintain any copies of any these materials, in whole or part, for itself..

Miscellaneous: If any part of this Agreement shall be found to be unenforceable, these findings shall not invalidate the other parts of this Agreement. This Agreement expresses the entire understanding of the parties with respect to the subject matter herein, all promises, undertakings, representations, agreements and arrangements with reference to the subject matter of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Michigan, and shall be deemed to have been made in the State of Michigan. This Agreement may not be modified, except by a written agreement signed by MMI and Licensee.

MOLLY MAID, INC., a Michigan corporation

By: _____
Kristi Mailloux
Its: Executive Vice President of Operations
MANAGING OWNER

Date: _____

«Name1»

Date: _____

MANAGING OWNER

«Name2»

Date: _____

FRANCHISEE: «LLC_or_Corp»

By: _____
«Name1»
Its: Authorized Representative

Date: _____

By: _____
«Name2»
Its: Authorized Representative

Date: _____

EXHIBIT D
TO THE FRANCHISE AGREEMENT
BETWEEN
MOLLY MAID, INC. AND
«Legal_Name»

DATED _____, 200__

TELEPHONE LISTING AGREEMENT

In accordance with the terms of the Franchise Agreement between «Legal_Name» ("Franchise Owner") and Molly Maid, Inc. ("MOLLY MAID"), a Michigan corporation, signed concurrently with this Assignment, under which MOLLY MAID granted Franchise Owner the right to own and operate a franchised business (the "Franchised Business"), Franchise Owner, for value received, hereby assigns to MOLLY MAID all of Franchise Owner's right, title, and interest in and to those certain telephone numbers and regular, classified, or other telephone directory listings (collectively, the "Telephone Numbers and Listings") associated with the MOLLY MAID trade and service marks and used from time to time in connection with the operation of the Franchised Business. This assignment is for collateral purposes only and, except as specified herein, MOLLY MAID will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless MOLLY MAID will notify the telephone company and all listing agencies (collectively, the "Telephone Company") pursuant to the terms hereof to effectuate the assignment.

Upon termination or expiration of the Franchise Agreement (without renewal or extension), MOLLY MAID will have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings, and, if this occurs, Franchise Owner will have no further right, title, or interest in the Telephone Numbers and Listings and will remain liable to the Telephone Company for all past due fees owing to the Telephone Company on or before the effective date of the assignment hereunder.

Franchise Owner agrees and acknowledges that as between MOLLY MAID and Franchise Owner, upon termination or expiration of the Franchise Agreement, MOLLY MAID will have the sole right to and interest in the Telephone Numbers and Listings, and Franchise Owner appoints MOLLY MAID as Franchise Owner's true and lawful attorney-in-fact to direct the Telephone Company to assign same to MOLLY MAID, and sign the documents and take actions as may be necessary to effectuate the assignment. Upon this event, Franchise Owner will immediately notify the Telephone Company to assign the Telephone Numbers and Listings to MOLLY MAID. If Franchise Owner fails to promptly direct the Telephone Company to assign the Telephone Numbers and Listings to MOLLY MAID, MOLLY MAID will direct the Telephone Company to effectuate the assignment, contemplated hereunder, to MOLLY MAID. The parties agree that the Telephone Company may accept written direction from MOLLY MAID, or this Assignment, as conclusive proof of MOLLY MAID's exclusive rights in and to the Telephone Numbers and Listings upon the termination or expiration of the Franchise Agreement. The parties further agree that if the Telephone Company requires that the parties sign the Telephone

Company's assignment forms or other documentation at the time of termination or expiration, MOLLY MAID's execution of these forms or documentation will effectuate Franchise Owner's consent and agreement to the assignment. The parties agree that at anytime after the date hereof, they will perform such acts and sign and deliver the documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

MANAGING OWNER

_____ Date: _____
«Name1»

MANAGING OWNER

_____ Date: _____
«Name2»

FRANCHISEE: «LLC_or_Corp»

By: _____ Date: _____
«Name1»
Its: Authorized Representative

By: _____ Date: _____
«Name2»
Its: Authorized Representative

ASSIGNEE

MOLLY MAID, INC., a Michigan corporation

By: _____ Date: _____
Kristi Mailloux
Its: Executive Vice President of Operations

DISCLOSURE ACKNOWLEDGMENT STATEMENT
(To be completed by each signator to the Franchise Agreement)

Through the use of this document, we desire to ascertain that you, «Legal_Name», understand and comprehend that the purchase of a MOLLY MAID franchise is a business decision, complete with its associated risks, and that it is the policy of Molly Maid, Inc. to verify that you are not relying upon any oral statement, representations, promises, or assurances during the negotiations for the purchase of the franchise which have not been authorized by Molly Maid, Inc.

1. I recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including my skills and abilities, the hours I work, the competition, interest rates, the economy, inflation, business location, operation costs, lease terms, and costs and the market place. I hereby acknowledge my willingness to undertake these risks.
2. I acknowledge receipt of the Molly Maid, Inc. Uniform Franchise Offering Circular and Exhibits. I acknowledge that I have had the opportunity to personally and carefully review these documents. Furthermore, I have been advised to seek professional assistance, to have professionals review the documents, and to consult with other franchise owners regarding the risks associated with the purchase of the franchise.
3. I agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representations, assurances, warranties, guarantees, or promised made by Molly Maid, Inc. or any of its officers, employees, or agents (including any franchise broker) as to the likelihood of success of the franchise. I further acknowledge that I have not received any information from Molly Maid, Inc. or any of its officers, employees, or agents (including any franchise brokers) concerning actual, average, projected, or forecasted franchise sales, profits, or earnings, other than that which is contained in Item 19 of the Uniform Franchise Offering Circular. If I believe that I have received any information concerning actual, average, projected, or forecasted franchise sales, profits, or earnings, I will describe them in the space below. *If no information concerning actual, average, projected, or forecasted franchise sales, profits, or earnings, other than those contained in Item 19, have been received, please write "None."*

«Name1»

Date: _____

«Name2»

Date: _____

EXHIBIT C₁ AND C₂: FRANCHISE LISTS

Exhibit C1

Franchise List as of December 31, 2005

Plyler, Debra and Ivan
MOLLY MAID of Birmingham
2941 Allison-Bonnett Memorial Drive
Hueytown, AL 35023
Business: 205-744-6664

Axcell, Kathy (Long Beach/South Bay)
MOLLY MAID of Long Beach/South Bay
18220 S. Broadway St. Suite A
Gardena, CA 90248
Business: 562-439-6243

Nash, Rebecca and Pedro Silva
MOLLY MAID of Western Pulaski County
7527 Counts Massie Rd.
Maumelle, AR 72113
Business: 501-758-9996

Axcell, Kathy (Newport Beach/Tustin)
MOLLY MAID of Newport Beach/Tustin
18220 South Broadway Street Ste A
Gardena, CA 90248
Business: 877-793-2532

Dodge, Mike
MOLLY MAID of N. Scottsdale & Ahwatukee
7109 E. McDowell Rd
Scottsdale, AZ 85257
Business: 480-970-1972

Barone, Deborah
MOLLY MAID of Southern Sonoma County
1320 Industrial Ave.
Petaluma, CA 94952
Business: 707-769-0770

Johnson, Jay, Adelaida, and Jeffrey
MOLLY MAID of West Glendale/Avondale
5540 W. Glendale Ave #C102
Glendale, AZ 85301
Business: 623-934-7037

Belardi, Pat
MOLLY MAID of Marin
424 Irwin St. Suite A
San Rafael, CA 94901
Business: 415-454-3600

Paetz, Mark
MOLLY MAID of Gilbert
1017 S. Gilbert Road, Suite 101
Mesa, AZ 85204
Business: 480-775-1400

Bilham, Anthony and Alexandra
MOLLY MAID of Conejo Valley
28914 Roadside Dr., Store #7
Agoura Hills, CA 91301
Business: 818-707-0113

Rauhoff, Lance and Susan
MOLLY MAID of East Phoenix and Paradise
PO Box 97759
Phoenix, AZ 85060
Business: 602-957-6243

Bitters, Gary and Stephanie
MOLLY MAID of Rancho Bernardo
16980 Via Tazon, Suite 390
San Diego, CA 92127
Business: 858-673-8111

Strickland, Cynthia
MOLLY MAID of N. Glendale/Peoria
10642 N. 51st Avenue
Glendale, AZ 85304
Business: 623-487-9245

Borba, LeRoy and Ginger
MOLLY MAID of Central Stanislaus County
4813 Enterprise Way, Unit F
Modesto, CA 95356
Business: 209-545-4044

Allard, John and Lisa
MOLLY MAID of Placer County
4235 Pacific St., Ste. E.
Rocklin, CA 95677
Business: 916-652-9722

Bruscino, Joseph and Laura
MOLLY MAID of the High Desert
16044 Bear Valley Road, Suite 3
Victorville, CA 92395
Business: 760-241-4554

December 31, 2005

Bullard, Dianne
MOLLY MAID of the West Valley
22122 Ventura Blvd.
Woodland Hills, CA 91364
Business: 818-716-5568

Faggioli, Anthony
MOLLY MAID of Burbank
356 E. Olive Avenue, Suite 104
Burbank, CA. 91502
Business: 818-972-2745

Chaput, Steve
MOLLY MAID of La Verne
1025 Sentinel, Suite 103
La Verne, CA 91750
Business: 909-596-9994

Gootgeld, Michael and Lorraine
MOLLY MAID of San Marcos
839 W. San Marcos Blvd.
San Marcos, CA 92069
Business: 760-736-0007

Chaput, Steve (Huntington Beach)
Molly Maid
1025 Sentinel, Suite 103
LaVerne, CA 91750
Business: 909-596-9994

Hampton, David and Elizabeth
MOLLY MAID of S. San Jose/Los Gatos
4606 Meridian Ave., Suite J
San Jose, CA 95124
Business: 408-445-0448

Cole, Shelley and Kerry
MOLLY MAID of Southern Riverside/Norco &
11731 Sterling Ave. Unit M
Riverside, CA 92503
Business: 951-688-3300

Harris, Mike
MOLLY MAID of Yorba Linda
1533 Sierra Bonita
Placentia, CA 92870
Business: 714-993-5530

Crockett, Robert
MOLLY MAID Folsom Lake
9198 Greenback Lane Ste #102
Orangevale, CA 95662-4770
Business: 916-987-7400

Johnson, Lisa
Molly Maid of Playa Vista
9469 Jefferson Blvd. Suite #107
Culver City, CA 90232
Business: 323-295-2676

Cruz, Martha
MOLLY MAID of San Mateo
715 El Camino Real, Suite 204
San Bruno, CA 94066
Business: 650-837-9588

Kaanehe, Brian and Rachael
MOLLY MAID of Del Mar
11211 Sorrento Valley Road, Suite H
San Diego, CA 92121
Business: 858-535-9500

Davis, Angela and Gloria
MOLLY MAID of SE San Joaquin County
125 D'Arcy Pkwy
Lathrop, CA 95330
Business: 209-858-5506

Kallman, Jeffrey and Lewis, Judith
MOLLY MAID of Cupertino/Saratoga
1275 S. Winchester Blvd., Suite C
San Jose, CA 95128
Business: 408-261-1415

Davis, Robert and Thomas Rudolph
MOLLY MAID of Coachella Valley
68-703 Perez Rd. Ste. A-10
Cathedral City, CA 92234
Business: 760-770-4884

Massoumi, Ashena
MOLLY MAID of Palo Alto Menlo Park
1931 Old Middlefield Way, Suite 220
Mountain View, CA 94040
Business: 650-965-1105

December 31, 2005

Medina, Marton and Joelle
MOLLY MAID of W. San Gabriel Valley
185 N. Hill Ave.
Pasadena, CA 91106
Business: 626-229-9090

Melton, Mark and Holly
MOLLY MAID of Santa Barbara/Ventura
6430 Via Real, Suite #3
Carpinteria, CA 93013-2914
Business: 805-684-7328

Nabhani, Samer
MOLLY MAID of the Tri-Valley Area
1233 Quarry Lane Suite 110
Pleasanton, CA 94566
Business: 925-485-9497

Oswell, Vivian & Tracy and Leavitt, Larry &
MOLLY MAID of Antelope Valley
38434 9th Street East, Suite I
Palmdale, CA 93550
Business: 661-265-7768

Perry, Steven
MOLLY MAID of East Santa Rosa
806 Sonoma Ave, Unit B
Santa Rosa, CA 95404
Business: 707-543-5900

Pollock, David and Linda
MOLLY MAID of Monterey County
32 E. Alisal, Suite 203
Salinas, CA 93901
Business: 831-751-3000

Saiki, Vince
MOLLY MAID of Downtown Los Angeles
P.O. Box 15444
Los Angeles, CA 90015
Business: 213-745-9955

Schatan, Steve and Connie
MOLLY MAID of Mission Viejo
26041 Cape Dr., Suite #134
Laguna Niguel, CA 92677
Business: 949-367-8000

Schatan, Steve and Connie (Temecula)
MOLLY MAID of Temecula Valley
27911 Jefferson Avenue #102
Temecula, CA 92592
Business: 951-676-7800

Schatan, Steve and Connie (Irvine)
MOLLY MAID of Irvine
43850 Rendova Place
Temecula, CA
Business: 949-367-8000

Schmelter, Karen and Richard
MOLLY MAID of East & South County
2946 Jamacha Rd. Suite B-1
El Cajon, CA 92019
Business: 619-660-7900

Schneider, Craig
MOLLY MAID of Fresno
2310 E. Gettysburg St
Fresno, CA 93726
Business: 559-225-4387

Smith, John
MOLLY MAID of Santa Clarita
18350 1/2 Soledad Canyon Rd.
Santa Clarita, CA 91387
Business: 661-298-1800

Stahl, Diane
MOLLY MAID of Redlands
23910 Alessandro Blvd., Suite C
Moreno Valley, CA 92553
Business: 951-653-1400

Sunnen, Gene
MOLLY MAID of East Bay Hills
1471 MacArthur Blvd
Oakland, CA 94602
Business: 510-530-6076

Sunnen, Gene (Pleasant Hill)
MOLLY MAID of Pleasant Hill
1471 MacArthur Blvd
Oakland, CA 94602
Business: 925-939-6076

December 31, 2005

Theobald, Dwain and Lisa
MOLLY MAID of East Contra Costa County
2045 Main St.
Oakley, CA 94561
Business: 925-679-1300

Middleton, Craig
MOLLY MAID of Broomfield
9166 N. Huron Street
Thornton, CO 80229
Business: 720-540-6057

Dunlap, Carole and Michael
MOLLY MAID of Southcentral Metro Denver
4400 S. Federal Blvd. Suite B
Englewood, CO 80110
Business: 303-703-9784

Sirota, Elliot
MOLLY MAID of Manchester/Glastonbury
914 Main St., Suite 202
E. Hartford, CT 06108
Business: 860-528-4600

Dunlap, Kathleen
MOLLY MAID of Aurora
11000 E. Yale Ave. Suite 40
Aurora, CO 80014
Business: 303-745-7902

Taylor, David
MOLLY MAID of South Central Fairfield
25 Van Zant St. Unit 15-8, Suite 1
Norwalk, CT 06855
Business: 203-604-1144

Ehardt, Brenda and Steven
MOLLY MAID of Colorado Springs West
401 E. Woodman Drive
Colorado Springs, CO 80919
Business: 719-265-5650

Bass, Rose
MOLLY MAID of Gainesville
5000 N. W. 34th Street, Suite 9
Gainesville, FL 32605
Business: 352-378-7755

Idler, Gregory and Karen
MOLLY MAID of Arvada
3489 W 72nd, #212
Westminster, CO 80030
Business: 303-428-1994

Braun, Melissa
MOLLY MAID of Northeast Tampa
14452 Bruce B Downs Blvd., Ste. 112
Tampa, FL 33613
Business: 813-866-1002

Kadnuck, John and Robert
MOLLY MAID of Colorado Springs East
2960 N. Academy Blvd. Suite 205
Colorado Springs, CO 80917
Business: 719-638-7055

Bullard, Charita
MOLLY MAID of Leon County
1400-3 Village Square Blvd. PMB 256
Tallahassee, FL 32312
Business: 850-222-6243

Kadnuck, Rob and Kathy
MOLLY MAID of Denver West
4325 Harlan St. Suite #2
Wheat Ridge, CO 80033
Business: 303-422-6300

Cooper, Mark and Sandra
MOLLY MAID of Sarasota
2130 Reynolds Street
Sarasota, FL 34231
Business: 941-923-6459

Mason, Joseph and Mary
MOLLY MAID of Highlands Ranch/Castle
522 Kalamath St.
Denver, CO 80204
Business: 303-639-8500

DeMoss, Jeff
MOLLY MAID of Ft. Myers
12811 Kenwood Lane, Suite 101
Ft. Myers, FL 33907
Business: 239-418-0052

December 31, 2005

Ericsson, Lars and Lilian
MOLLY MAID of Manatee
1302 68th Avenue West
Bradenton, FL 34207
Business: 941-753-6243

Ferguson, Margaret
Molly Maid of SE Jacksonville
2771-1 Monument Road
Jacksonville, FL 32225
Business: 904-685-5205

Fernandez, Sandra and Cutolo, Gerard and Maria
Molly Maid of Northwest Tampa
10033A North Dale Mabry Highway
Tampa, FL 33618
Business: 813-962-5907

Gorban, David and Monica
MOLLY MAID of East Broward
221 N. Federal Hwy.
Hallandale, FL 33009
Business: 954-455-2691

Hoffman, Steven and Martha
MOLLY MAID of West Orange and South Lake
13330 W. Colonial Dr., Suite 130
Winter Garden, FL 34787
Business: 407-877-0184

Lisner, Chuck
MOLLY MAID of Northwest Florida
5603 Duvall
Pensacola FL 32503
Business: 850-477-2252

Middleton, Harry and Allene
MOLLY MAID First Coast
4478 US 1 North
St. Augustine, FL 32095
Business: 904-825-1717

Niemann, Michael and Doreen
MOLLY MAID of East Seminole
262 E. State Road 436
Casselberry, FL 32707
Business: 407-339-7740

Pruden, Mary
MOLLY MAID of St. Petersburg/Clearwater
5030 78th Ave. N. #12
Pinellas Park, FL 33781
Business: 727-541-4663

Rue, Thomas and Terri
MOLLY MAID of Orange Park
108-1 Kingsley Ave.
Orange Park, FL 32073
Business: 904-269-5505

Speer, Sydney and Brian Genesky
MOLLY MAID of Orlando
607 N. Wymore Rd.
Winter Park, FL 32789
Business: 407-673-0001

Walls, Clarence and Anna
Molly Maid of West Seminole
995 N. State Road 434, Suite 506
Altamonte Springs, FL 32714
Business: 407-774-6243

Watkis, George and Kerry
MOLLY MAID of Weston and Davie
5051 South State Rd. 7, Suite 512
Davie, FL 33314
Business: 954-327-2995

Collins, Jeremiah
MOLLY MAID of Savannah
P.O. Box 30612
Savannah, GA 31410
Business: 912-234-5921

Edwards, Joe L. and La Tanya
MOLLY MAID of West Atlanta
3379 Hwy 5, Suite E
Douglasville, GA 30135
Business: 770-942-0300

Flegle, Betty and Greg
MOLLY MAID of Cherokee County
6478 Putnam Ford Dr., Suite 110
Woodstock, GA 30189
Business: 770-926-0036

December 31, 2005

Griffith, Louise
MOLLY MAID of Henry County
517 Country Club Drive
Stockbridge, GA 30281
Business: 770-507-4900

Dillon, Robert and Tom Blank
MOLLY MAID of SE Lake & NE Cook Counties
1421 Old Deerfield Rd
Highland Park, IL 60035
Business: 847-681-1800

Keith, John
MOLLY MAID of Buckhead
1874 Piedmont Rd. Suite 410-D
Atlanta, GA 30324
Business: 404-815-4112

Giese, Raz
MOLLY MAID of Peoria
808 W. Pioneer Pkwy
Peoria, IL 61615-2145
Business: 309-693-1311

Kravtin, Bryna
MOLLY MAID of Columbus/Auburn-
7600 Veterans Pkwy. Suite A
Columbus, GA 31909
Business: 706-327-9358

Gould, Win and Marilyn
MOLLY MAID North Shore
655 Rockland Rd #2
Lake Bluff, IL 60044
Business: 847-295-2774

Mejias, Alejandro
MOLLY MAID of North Fulton & Forsyth
1078 Alpharetta St.
Roswell, GA 30075
Business: 678-795-0000

Graczyk, Jerry
MOLLY MAID of Northern Lake County
100 S. Atkinson Rd., Suite 105
Grayslake, IL 60030
Business: 847-548-6889

Milstein, Deborah and Sidney
MOLLY MAID of East Cobb
1360 Powers Ferry Road, Suite A-225
Marietta, GA 30067
Business: 770-980-9835

Jaczak, Ken and Lynnette
MOLLY MAID of Kendall and NW Will Counties
10117 S. Bode Street
Plainfield, IL 60544
Business: 630-305-3900

Huinker, Tammy
MOLLY MAID of Ankeny
121 SW 3rd Street
Ankeny, IA 50021
Business: 515-964-4111

Johnson, Vance
MOLLY MAID of Oak Park
949 Garfield Street
Oak Park, IL 60304-1848
Business: 708-386-6655

Nilius, Tim & Twila
MOLLY MAID of Des Moines
5765 Merle Hay Rd
Johnston, IA 50131
Business: 515-334-9599

Long, James and Renee
MOLLY MAID of Southwest Cook County
17732D Oak Park Ave
Tinley Park, IL 60477
Business: 708-614-7575

Smith, Travis and Kelli
MOLLY MAID of North Ada County
870 N. Linder Road, Suite A
Meridian, ID 83642
Business: 208-898-9726

Moore, Jeanne Lynn
MOLLY MAID of Northwest Cook County
1051 Rohlwing Road
Rolling Meadows, IL 60008
Business: 847-590-0700

December 31, 2005

Nowicki, Henry and Kathryn
MOLLY MAID of Northern Will County
13033B West 143rd Street
Homer Glen, IL 60491
Business: 708-645-2550

Hopper, Jim and Kenwyn
MOLLY MAID of Carmel/Fishers/Geist
620.L.S Range Line Rd
Carmel, IN 46032
Business: 317-580-0002

Pillar, Raymond
MOLLY MAID of Aurora-Naperville Area
121 S. Lincolnway Suite 103
North Aurora, IL 60542
Business: 630-966-2566

Jones, Chris and Katherine
MOLLY MAID of Michiana
51513 B Bittersweet Rd.
Granger, IN 46530
Business: 574-277-5090

Rixstine, Tim
MOLLY MAID of Bloomington Normal
1605 GE Road, Suite 15
Bloomington, IL 61704
Business: 309-661-0005

Patterson, Bill and Theresa
MOLLY MAID of Overland Park
2011 E. Crossroads Ln. Suite 306
Olathe, KS 66062
Business: 913-780-9777

Schrean, John and Susan
MOLLY MAID of Glenview and Wilmette
3939 Oakton St.
Skokie, IL 60076
Business: 847-329-0055

Dawson, Mickey
MOLLY MAID of Hardin County
415 N. Mulberry
Elizabethtown, KY 42701
Business: 270-769-3896

Valdez, Rafael and Carmen
Molly Maid of Northwest Chicago/Park Ridge
7047 W. Addison Avenue
Chicago, IL 60634
Business: 773-283-4800

Gambrell, Chuck
MOLLY MAID of Southern Lexington
2134 Nicholasville Road, Ste. 12
Lexington, KY 40503
Business: 859-254-9378

Wilmoth, Richard
MOLLY MAID of Southeast DuPage County
4912B S. Main St.
Lisle, IL 60532
Business: 630-241-7100

Meadows, Mike
MOLLY MAID of East Louisville
1845 Plantside Drive, Suite 7
Louisville, KY 40299
Business: 502-495-6491

Clevenger, Rebecca
MOLLY MAID of Southeast Indy & Johnson
8230 Madison Ave
Indianapolis, IN 46227
Business: 317-885-6243

Reis, Jim and Aimee
MOLLY MAID of Boone and Kenton Counties
3161 - G Dixie Highway
Erlanger, KY 41017
Business: 859-341-2110

Fluhr, Lorrain
MOLLY MAID of Hendricks County
118 East Main Street
Plainfield, IN 46168
Business: 317-838-8898

Ayobiojo, Adesola
Molly Maid of Newton Highlands/Brookline
208 Sumner Street
Newton, MA 02459
Business: 617-558-0018

December 31, 2005

Griffith, George and Gena
MOLLY MAID of Chelmsford
193 Princeton Street
N. Chelmsford, MA 01863
Business: 978-251-3535

Reilly, Donna
MOLLY MAID of Central Anne Arundel
1298 Bay Dale Dr. Ste 216
Arnold, MD 21012
Business: 410-349-8080

Hutton, Harry
MOLLY MAID of the North Shore
121 Loring Avenue, Suite 370
Salem, MA 01970
Business: 978-741-7500

Thomas, Lane
MOLLY MAID of Hunt Valley
111 Warren Rd., Suite 8A
Cockeysville, MD 21030
Business: 410-667-0616

Michael, Jeffrey and Teresa
Molly Maid of Tri-Town
31 Tosca Dr., Suite 2
Stoughton, MA 02072
Business: 781-297-7757

Beck, Amy
MOLLY MAID East
21854 Harper
St. Clair Shores, MI 48080
Business: 586-563-1730

Rose, Daniel
Molly Maid of Milton/Needham
One Westinghouse Plaza
Boston, MA 02136
Business: 617-361-7011

Bjorling, Clark
MOLLY MAID of Commerce
9600 Commerce Rd.
Commerce, MI 48382
Business: 248-360-7500

Barrett, Paulette and Cassandra Lyttle
MOLLY MAID of Mitchelville
7425 Forbes Blvd. Suite 204
Lanham, MD 20706
Business: 301-352-3810

Brown, Jerry, Randy & Rob
MOLLY MAID of Livingston County
2512 Harte Dr.
Brighton, MI 48114
Business: 810-227-0808

Beukers, Dia
MOLLY MAID of Calvert County
101 Skipjack Rd., Ste. 16
Prince Frederick, MD 20678
Business: 410-414-8390

Butler, Lynne
MOLLY MAID of Metamora
3371 South Lapeer Rd.
Metamora, MI 48455
Business: 810-678-2078

Condon, Robert
MOLLY MAID of Westminster/Owings Mills
37 Main St., 2 SE
Reisterstown, MD 21136
Business: 410-833-7980

Cohen, John and Ed
MOLLY MAID of Plymouth
32437 Schoolcraft Rd.
Livonia, MI 48150
Business: 734-421-7195

Dunn, Patrick, Matthew, and Timothy
MOLLY MAID of Upper Montgomery County
15825 Crabs Branch Way
Rockville, MD 20855
Business: 301-258-0015

Davey, Chick and Robyn
MOLLY MAID of Macomb
43207 Garfield
Clinton Twp, MI 48038
Business: 586-412-7207

December 31, 2005

Garcia, Ramiro
MOLLY MAID of Troy
3345 Auburn Road, Suite 101
Rochester Hills, MI 48309
Business: 248-853-7143

Stetler, Pat and Jim
MOLLY MAID of Jackson
7426 Ann Arbor Road
Jackson, MI 49201
Business: 517-522-4823

House, Terri
MOLLY MAID of Genesee County
6012 S. Linden Road, #4
Swartz Creek, MI 48473
Business: 810-655-3292

Udry, Kay
MOLLY MAID of Lansing
4715 Saginaw Hwy.
Lansing, MI 48917
Business: 517-886-6243

Kester, Michele and Scott
MOLLY MAID of Kalamazoo/Portage
3408 Miller Road
Kalamazoo, MI 49001-4152
Business: 269-552-4949

Voss, George
MOLLY MAID of Ann Arbor
1239 Rosewood
Ann Arbor, MI 48104
Business: 734-665-7575

LaLonde, John and Sandi
MOLLY MAID of Birmingham
725 S. Adams L-1
Birmingham, MI 48009
Business: 248-644-0200

Beske, Jeff and Jennifer
MOLLY MAID of Plymouth
8951 W. 36th Street
St. Louis Park, MN 55426
Business: 952-345-0190

Leonard, Mike and Cora
MOLLY MAID of East Lansing/Okemos
2495 N. Cedar, Suite 12B
Holt, MI, 48842
Business: 517-699-1509

Haefliger, Mike and Stephanie
MOLLY MAID of Chanhassen
1450 Park Court, Suite #5
Chanhassen, MN 55317
Business: 952-401-1890

Melcher, Bob
MOLLY MAID of Berrien County
5817 Red Arrow Highway
Stevensville, MI 49127
Business: 269-429-3200

Reichstadt, F. Gulum and Loren
MOLLY MAID of South Washington County
9804 74th Street Circle South
Cottage Grove, MN 55016
Business: 651-769-0124

Ronk, Ryan
MOLLY MAID of Clarkston-Waterford
4196 Airport Road
Waterford, MI 48329
Business: 248-623-0489

Richardson, Pamela and Michael
MOLLY MAID of Northeast Metro
10909 105th Street North
Stillwater, MN 55082
Business: 651-439-1466

Shellen, Tim
MOLLY MAID of Southern Kent County
2180 44th St., Suite 111
Kentwood, MI 49508
Business: 616-827-1180

Griot, Neil and Julie
MOLLY MAID of the Ozarks
1640 E. Sunshine
Springfield, MO 65804
Business: 417-887-6243

December 31, 2005

Grosvenor, Jaime
MOLLY MAID of St. Charles County West
4270 S. Highway 94
St. Charles, MO 63304
Business: 636-939-6243

Myers, Mark and Gina
MOLLY MAID of Eastern Jackson County
7720 South Cook Rd.
Grain Valley, MO 64029-9014
Business: 816-228-0067

Person, Doug and Peggy
MOLLY MAID of North Kansas City
8113 North Oak Trafficway, Suite D
Kansas City, MO 64118
Business: 816-436-7878

Willingham, Charlie and Doug Caton
MOLLY MAID of Mid & West St. Louis County
11906 Manchester Road, Suite 100
Des Peres, MO 63131
Business: 314-909-7070

Wallace, Debra and William
MOLLY MAID of Hattiesburg
1513 Hardy St.
Hattiesburg, MS 39401
Business: 601-544-3166

Albrecht, Kathryn "Beth"
MOLLY MAID of Southeast Wake County
502 Circle Drive
Garner, NC 27529
Business: 919-329-5100

Bailey, Frannie
MOLLY MAID of North Raleigh, Wake Forest,
8900 Autumn Winds Dr., Apt. 207
Raleigh, NC 27615
Business: 919-847-9903

Dickinson, David and Mary
MOLLY MAID of Chapel Hill
1832 Airport Road, Ste 16B
Chapel Hill, NC 27514
Business: 919-967-0123

Earnhardt, Mark and Karen
MOLLY MAID of South Charlotte/Matthews
501 Minuet Lane, Suite 201
Charlotte, NC 28217
Business: 704-714-1150

Floyd, Terry and Donna
MOLLY MAID of Southern Guilford County
4713 High Point Road, Suite #2
Greensboro, NC 27407
Business: 336-297-4400

Germain, Christian
MOLLY MAID of Northern Guilford County
1601-H East Bessemer Avenue
Greensboro, NC 27405
Business: 336-856-1110

McKenna, James and Noreen
MOLLY MAID of Wilmington
5024 Randall Parkway Unit 6
Wilmington, NC 28403
Business: 910-392-3234

Robinson, Stanley and Melissa
MOLLY MAID of Winston-Salem
5648 Country Club Road
Winston Salem, NC 27104
Business: 336-760-0076

Sessoms, Steve
MOLLY MAID of Western Union County &
10716 Carmel Commons Blvd, Ste 160
Charlotte, NC 28226
Business: 704-759-0697

Ward, Kevin and Deborah Whalen
MOLLY MAID of Cary
534 E. Williams St.
Apex, NC 27502
Business: 919-387-3899

McKinney, Michael
MOLLY MAID of Southern NH
49 Technology Way - Box25
Nashua, NH 03060
Business: 603-886-0998

December 31, 2005

Arthur, Barbara
MOLLY MAID of Phillipsburg
545 Heckman
Phillipsburg, NJ 08865
Business: 908-454-5225

Schaffer, Andrew
MOLLY MAID of Northeast Bergen County
80 N. Washington Ave.
Bergenfield, NJ 07621
Business: 201-387-6787

Cosby, Brenda and Pegues, Marva
MOLLY MAID of NW Burlington County
1351 Route 38 W
Hainesport, NJ 08036
Business: 609-914-0011

Slaughter, John
MOLLY MAID of Windsor
125 Railroad Ave Suite 6
Hightstown, NJ 08520
Business: 609-448-6243

Egbe, Elizabeth and Ebase
MOLLY MAID of Western Monmouth County
500 Highway 33, Suite 21
Manalapan, NJ 07726
Business: 732-786-0066

Spaeth, Ronald and Virginia
MOLLY MAID of Gloucester County
8 Vail Road
Sicklerville, NJ 08081
Business: 856-262-7700

Ford, Richard
MOLLY MAID of Central Somerset
14 W. Cliff Street, Suite 1414
Somerville, NJ 08876
Business: 908-575-0909

Chancey, Robert and Sonia
Molly Maid of Rio Rancho/West Side
3600 Osuna Blvd. NE, Ste. 320
Albuquerque, NM 87109
Business: 505-341-2700

Jablon, Michael and Karin
MOLLY MAID of East Morris
3 Hamburg Turnpike
Pompton Lakes, NJ 07442
Business: 973-831-0200

DeTar, Curtis and Sandra
MOLLY MAID of Sparks & North Reno
1320 Freeport Blvd., Suite 108A
Sparks, NV 89431
Business: 775-359-1503

Joseph, Kate and Melanie
Molly Maid of New Brunswick and Dayton
243 Livingston Ave.
New Brunswick, NJ 08901
Business: 732-485-3392

Donnelly, Kate
MOLLY MAID of West Clark
6018 Smoke Ranch Rd
Las Vegas, NV 89108
Business: 702-647-4451

Phelan, Lynn and Charles
MOLLY MAID of Lyndhurst/Nutley
592 Ridge Road, Suite II
North Arlington, NJ 07031
Business: 201-246-1900

Mendez, Sal and Carlotta
Molly Maid of East and North Las Vegas
3376 S. Eastern Ave., Suite 115
Las Vegas, NV 89109
Business: 702-953-6785

Rosenstein, Joel and Mindy
MOLLY MAID of Eastern Somerset & Western
373 Park Avenue, Suite 204
Scotch Plains, NJ 07076
Business: 908-322-9989

Allinger, Doug
MOLLY MAID of Eastern Monroe County
Piano Works, Suite 1430, 349 W. Commercial
East Rochester, NY 14445
Business: 585-218-4150

December 31, 2005

Ballas, Christina and Dennis
MOLLY MAID of Western Nassau
87 Franklin Ave.
Franklin Square, NY 11010
Business: 516-358-2200

Tanner, Mark and Caryn
MOLLY MAID of Central Westchester
238 N. Highland Ave.
Ossining, NY 10562
Business: 914-432-0018

Behler, David and Marla and Lenny Rubin
MOLLY MAID of NE Westchester, SE Putnam,
123 Green Lane
Bedford Hills, NY 10507
Business: 914-733-0025

Baer, Mark
MOLLY MAID of Akron/Canton
99 South Seiberling St., Suite 8
Akron, OH 44305
Business: 330-733-0533

Cascio, Joseph and Debra
MOLLY MAID of Manhattan West
470 7th Avenue
New York, NY 10018
Business: 212-629-4982

Burkey, Katie and Bill
MOLLY MAID of Mahoning/Trumbull Co.
1601 Motor Inn Dr., Suite #310
Girard, Ohio 44420
Business: 330-793-9900

Chandhok, Reena
MOLLY MAID of Northeast Queens County
43-25 163rd Street
Flushing, NY 11358
Business: 718-762-5055

Holbrook, Bret and Dawn
MOLLY MAID East
1000 Morrison Rd. Suite G
Gahanna, OH 43230
Business: 614-892-2373

Cilento, Lawrence and Janice
MOLLY MAID of Smithtown
149-1 Veteran's Memorial Hwy.
Commack, NY 11725
Business: 631-864-6243

Pickrum, Harvey and Rose
MOLLY MAID of West Chester
7743 Tylersville Road, Suite A
West Chester, OH 45069
Business: 513-759-9000

DeSimone, Gerard and Nancy
MOLLY MAID of South Staten Island
1877 Clove Road
Staten Island, NY 10304
Business: 718-273-4606

Rasul, Raed and Areej
MOLLY MAID Northwest
1430 South High Street
Columbus, OH 43207
Business: 614-453-1111

Donohue, Dawn and Cinsia Gonzalez
Molly Maid of Southern Dutchess County
2789 West Main Street, Suite 2
Wappinger Falls, NY 12590
Business: 845-298-5312

Riley, David and Karen
MOLLY MAID of Toledo
1038 S. Holland-Sylvania Rd.
Holland, OH 43528
Business: 419-866-6243

Ferraro, Mike
MOLLY MAID of Northwest Nassau
721 Middle Neck Road
Great Neck, NY 11024
Business: 516-482-4741

Wenz, Karin and Jim
MOLLY MAID of Beavercreek
3900 Indian Ripple Road
Beavercreek, OH 45440
Business: 937-431-1895

December 31, 2005

Zoladz, Craig and Molly
MOLLY MAID of Lorain County
41353 Schadden Road
Elyria, Ohio 44035
Business: 440-327-0000

Gutierrez, Hector and Rosa Figueroa
MOLLY MAID MetroEste
44 Urb La Serrania
Caguas, PR 00725
Business: 787-701-5450

Olbert, Kim and Jeff
MOLLY MAID of Metro OKC
3848 N McArthur
Warr Acres, OK 73122
Business: 405-384-3456

Marrero, Amalia and Ilsa
MOLLY MAID de Bayamón
Ave. Betances 198-B
Bayamón, PR 00959
Business: 787-785-7071

Grose, Greg and Lois
MOLLY MAID of Lewistown/State College
105 Gerald Street
State College, PA 16801
Business: 717-248-8330

Romero, José and Millie
MOLLY MAID del Turabo
PMB 605 200 Ave. R. Cordero, Suite 140
Caguas, PR 00725
Business: 787-747-1045

Kofroth, Christopher and Tess
MOLLY MAID of Lancaster
2137 Embassy Dr., #208
Lancaster, PA 17603
Business: 717-481-4922

Torres Pabon, Javier
MOLLY MAID de la Costa
PMB 223, 425 Carr 693
Dorado, PR 00646-4208
Business: 787-270-5640

Koontz, Sherie
MOLLY MAID of South Park
602A Park Avenue
Monongahela, PA 15063
Business: 412-831-6243

Cafaro, Ken and Patricia
Molly Maid of Providence County and Vicinity
12 Dyerville Avenue
Johnston, RI 02919
Business: 401-490-0070

Terrizzi, Jim and Chris
MOLLY MAID of Cambria/Blair Counties
3133 New Germany Road, Suite 90
Ebensburg, PA 15931
Business: 814-472-0880

Marchand, Sandra F.
MOLLY MAID of Berkeley/Dorchester Counties
139 E. Edgefield Dr.
Summerville, SC 29483
Business: 843-851-2700

Villalobos, Linda
Molly Maid of Central Chester County
713 E. Lancaster Ave.
Downingtown, PA 19335
Business: 610-269-0411

O'Daniel, Ron
MOLLY MAID of the Grand Strand
3260 Holmestown Road #2
Myrtle Beach, SC 29588
Business: 843-650-8420

Cardona, Eddie
MOLLY MAID San Juan Norte
#430 Ismael Rivera Street
San Juan, PR 00915
Business: 787-982-2727

Poole, David and Jennifer
MOLLY MAID of Greater Charleston
1035 Johnnie Dodds Blvd.
Mount Pleasant, SC 29464
Business: 843-216-6130

December 31, 2005

Renkas, Jerry and Jean
MOLLY MAID of East Greenville
301 Halton Road Suite C-3
Greenville, SC 29607
Business: 864-329-0069

Bonner, Brett and Renu
MOLLY MAID of Greater Clear Lake
1730 NASA Parkway, Suite 108
Houston, TX 77058
Business: 281-335-7155

Robinson, James Christian
Molly Maid of Hilton Head
21-A Kitties Landing Drive
Bluffton, SC 29910
Business: 843-815-3682

Brown, Jim and Lori
MOLLY MAID of the Woodlands
701 E. Main Street Suite 155
Tomball, TX 77375
Business: 281-255-0440

Farrar, Melissa
MOLLY MAID of Brentwood/Franklin
128 Holiday Court, Suite 114
Franklin, TN 37067
Business: 615-794-0200

Buell, Clint and Kim
MOLLY MAID of Keller/Colleyville/NRH
8053 H Grapevine Hwy
North Richland Hills, TX 76180
Business: 817-581-1777

Foley, Bill
MOLLY MAID of Rutherford County
661 Fitzhugh Blvd, Suite 137
Smyrna, TN 37167
Business: 615-220-2005

Caballero, Rafael
MOLLY MAID Of San Antonio-Northwest
282 Spencer Lane
San Antonio, TX 78201
Business: 210-738-0333

Hopkins, Scott
MOLLY MAID of East Nashville/Mt.
3812 Old Hickory Blvd.
Old Hickory, TN 37138
Business: 615-665-5962

Clark, Katrinka and David
MOLLY MAID of Southeast Denton County
5201 S. Colony Blvd., Suite 525
The Colony, TX 75056
Business: 469-384-5447

Rooney, Tony and Cindy
MOLLY MAID of East Memphis
70 Timber Creek Drive, Suite 1
Cordova, TN 38018
Business: 901-372-3256

Croatt, Carole and Steven
MOLLY MAID of Missouri City & W Fort Bend
2006 Thompson Road #105
Richmond, TX 77469
Business: 281-238-8966

Stevens, Wayne and Suzanne
MOLLY MAID of the Tri-Cities
2233 Highway 75 Suite #1
Blountville, TN 37617
Business: 423-247-6243

Graves, Deidra and George
MOLLY MAID of Rockwall-Rowlett
801 Avenue K, Suite 13
Plano, TX 75074
Business: 972-801-6767

Alonso, Jorge and Ana
MOLLY MAID of Greater West Houston
2000 Dairy Ashford Suite #220
Houston, TX 77077
Business: 281-558-5588

Harvey, Jack
MOLLY MAID of North Collin County
901 North McDonald, Suite 1000, Bldg 10
McKinney, TX 75069
Business: 972-562-9300

December 31, 2005

Jackson, Greg and Terrilyn
MOLLY MAID of Bell/Coryell County
451 E. Central Texas Expwy. Suite A
Harker Heights, TX 76548
Business: 254-953-1310

Fahar, Janet
MOLLY MAID of Western Fairfax Co.
4116 Walney Road, Suite A
Chantilly, VA 20151
Business: 703-631-9345

Keith, Kevin and Katrina
MOLLY MAID of the Lake Grapevine Area
400 Parker Square - Suite 250-B
Flower Mound, TX 75028
Business: 972-899-9270

Graviet, Clint
MOLLY MAID of West Richmond
7834 Forest Hill Ave.
Richmond, VA 23225
Business: 804-327-3878

Kirby, Tony and Susan
MOLLY MAID of Midtown & Galleria
3303 N. Main Street, Ste 2
Houston, TX 77009
Business: 713-222-6700

Jenkins, Leslie and Richard
MOLLY MAID of Chesapeake-Norfolk-Suffolk
811 Juniper Crescent, Suite 2
Chesapeake, VA 23320
Business: 757-424-6243

Patton, Marshall and Kim
MOLLY MAID of Midland & Odessa
3404 W. Illinois, Suite 202
Midland, TX 79703
Business: 432-694-1700

Mitchell, Dean and Martha
MOLLY MAID of Williamsburg
240 McLaws Circle, Suite #113
Williamsburg, VA 23185
Business: 757-220-2555

Smith, Shawn
MOLLY MAID of 1960
5615 Northwest Central Drive, Suite C-101
Houston, TX 77092
Business: 713-460-1045

Pelton, Mike, Ron, Matt & Andrew
MOLLY MAID of Virginia Beach
124 S. Lynnhaven Road Suite 100
Virginia Beach, VA 23452
Business: 757-486-1095

Young, Harrison and Emelie
MOLLY MAID of Greater Austin
8000 Anderson Square, Suite 109
Austin, TX 78757
Business: 512-323-6400

Powell, Dallas and Helen
MOLLY MAID of the Roanoke Valley
1417 Peter's Creek Road
Roanoke, VA 24017
Business: 540-562-0002

Davies, Edd and Charlotte
MOLLY MAID of Northwestern Fairfax
405 Glenn Dr. Suite 7
Sterling, VA 20164
Business: 703-450-9884

Stagg, Mark and Paula
MOLLY MAID of North & West Richmond &
10991 Leadbetter Rd
Ashland, VA 23005
Business: 804-550-7766

Eugene, Chrishelle and Bernhard
MOLLY MAID of Stafford/Fredericksburg
1127 International Parkway, Suite 249
Fredericksburg, VA 22406
Business: 540-286-0042

Wallisch, Bruce and Kate
MOLLY MAID of Woodbridge/Burke
12900-3 Occoquan Rd.
Woodbridge, VA 22192
Business: 703-497-1776

December 31, 2005

Welty, Keith and Jeanne
MOLLY MAID of Albemarle
1859B Seminole Trail
Charlottesville, VA 22901
Business: 434-974-5600

Seals, Jason
MOLLY MAID of Greater Fox Valley
2401 Old Omro Road
Oshkosh, WI 54904
Business: 920-235-2500

Wickliffe, Deborah and William
MOLLY MAID of Alexandria
5335 Lee Highway
Arlington, VA 22207
Business: 703-538-3570

Shicotte, Dik and Cindy
MOLLY MAID of Lake Country
235 B Oakton Avenue
Pewaukee, WI 53072
Business: 262-691-5000

Richards, Jeff and Linda
MOLLY MAID of Seattle Eastside/North
10230 East Riverside Drive
Bothell, WA 98011
Business: 425-489-4242

Stupek, Gary and Barb
MOLLY MAID of S.E. Waukesha
217 Wisconsin Avenue, Suite 205
Waukesha, WI 53186
Business: 262-549-4640

Sanders, Cheryl and Mark
MOLLY MAID of East King County
7805 159th Place NE
Redmond, WA 98052-7301
Business: 425-284-1485

Scott, David and Kelly
Molly Maid of Tacoma/Gig Harbor
3844-B South Pine Street
Tacoma, WA 98409
Business: 253-472-6633

Snyder, Trudy
MOLLY MAID of Greater Portland/Vancouver
2515 East Evergreen Blvd.
Vancouver, WA 98660
Business: 360-258-4499

Zellweger, Maximilian
MOLLY MAID Seattle Eastside
2448 76th Ave. SE, #108
Mercer Island, WA 98040
Business: 206-232-2916

Corner, Marlene and Bruce
MOLLY MAID of Rock County
2316 Mineral Point Ave #6
Janesville, WI 53545
Business: 608-756-4966

December 31, 2005

EXHIBIT C2

Franchise Owners That Left the System in 2005

Name	Address	City	State	Zip	Phone
Acquarone, Danilo, Vera and Eduardo	1500 NW 110 Ave. Apt. 367	Plantation	FL	33322	954-452-9180
Barton, Mary	155 Alexander Glennie Drive	Pawley's Island	SC	29585	803-773-5587
Caprile, David and Char	7405 Alpine Way	Yakima	WA	98908	509-966-4208
Carlson, Jerry and Linda	16901 Beach Blvd	Huntington Beach	CA	92647	714-847-2995
Davis, Ted and Amy	1882 S. Arbutus Street	Lakewood	CO	80228	303-988-3290
DeCamp, Judy	2700 Nebraska Ave #2-204	Palm Harbor	FL	34684	727-789-8959
Freddo, Steve	19207 Pelican Ridge Ln.	Tampa	FL	33647	813-631-1378
Garner, Jill	417 Hendon Row Way	Fort Mill	SC	29715	803-396-5696
Greenway, Carl	923 Park Valley Rd	Memphis	TN	38119	901-761-3431
Grigg, Scott	510 Highland Ave. #248	Milford	MI	48381	810-607-4683
Hebert, Ken and Elizabeth	1301 Tarragon Drive	Flower Mound	TX	75028	972-874-2887
Henry, Curtis and Diane	4707 E. Echo Glen Lane	Spokane	WA	99223	509-448-3132
Honig, Doug and Nancy	18003 Fernway Rd.	Shaker Heights	OH	44122	216-491-9498
Hope, Chancelor	18222 Southwest 33rd	Miramar	FL	33029	954-441-4877
Kim, Sun	2424 N. Grand Avenue, Suite F	Santa Ana	CA	92705	714-588-3355
Kimbrough, Kevin and Kathleen	109 Fontainebleau Dr.	Maumelle	AR	72113	501-851-7592
Lattery, Florine	6757 Kent Place	Castle Rock	CO	80104	303-814-2514
Lewis, Robert	261 Timberline Lane	Auburn	CA	95603	530-888-0909
McCarthy, Gerald & Kimberly	4639 Oak Pointe Dr	Louisville	KY	40245	502-412-4708
Mourão, Paulo	1505 Liberty Lane	Roswell	GA	30075	678-352-8143
Potts, Gloria	4055 Cloverdale	Los Angeles	CA	90008	323-298-7727
Rottersman, Mike and Roslyn	925 Vista Point Drive	San Ramon	CA	94583	(925) 735-0399
Stein, Larry	525 Gunderson Ave	Oak Park	IL	60304	708-386-9524
Stockman, Richard and Susan	1096 Pine Tree Circle	Buffalo Grove	IL	60089	847-279-7844
Thomas, Terri	6298 Woodward Dr NE	Belmont	MI	49306	616-363-8230
Westermann, Tadd & Linda	211 George Oaks	Bulverde	TX	78163	830-980-4448
Whitaker, Gary and Teri	976 Alta Oak Way	Gilroy	CA	95020	408-847-3422
Wilson, Don and Celia	19421 Oneida Ct	Apple Valley	CA	92307	760-242-3501

EXHIBIT D: BANK ACCOUNT DEBIT AUTHORIZATION

Molly Maid, Inc.

Automatic Debit of Weekly Amount Due to Franchisor

I, _____ Franchise Managing Owner of _____, authorize Molly Maid, Inc. (referred to as "Franchisor") to debit on every Friday from Franchise Owner's bank account, the amount of Royalty, Marketing, and any Late Fees or Interest, due to the Franchisor based on Gross Sales of the above referenced MOLLY MAID franchise, along with any Software, Marketing, Late Fees or Interest, and any other fees due and owing to the Franchisor as they come due, in accordance with the provisions of the Franchise Agreement executed between the Franchisor and Franchise Owner.

I understand that I must pay Royalties for Gross Sales as agreed in the Franchise Agreement. I also understand that for purposes of paying Royalty, Franchisor defines their week as beginning on Monday and ending on Sunday (the "Royalty Week"). I must then submit my weekly sales electronically, or in another approved method, to Franchisor the following Thursday. Franchisor will then draft the royalty from my bank account. I also understand that Franchisor may, with seven days prior notice to me, periodically specify other dates for reporting and payment of the royalty.

Franchise Owner Bank Information

Bank Name	
Bank Address	
Account Name	
ABA Routing Number	
Account Number	

By: _____

Managing Owner

EXHIBIT E: SERVICE OF PROCESS

Listed here are the names, addresses, and telephone numbers of our agents for service of process. We may not yet be registered to sell franchises in any or all of these states.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of Corporations Department of Corporations 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 213.576.7500	California Corporations Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 204 Honolulu, HI 96813 808.586.2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 217.782.4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division Franchise Section, Room E-111 302 West Washington Street Indianapolis, IN 46204 317.232.6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410.576.6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 410.576.6360
MICHIGAN	Michigan Department of Attorney General Division of Securities Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 517.373.7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 500 St. Paul, MN 55101 651-296-4026	Minnesota Commissioner of Commerce
NEW YORK	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23 rd Floor New York, NY 10271 212.416.8222	Secretary of State, New York 41 State Street Albany, NY 12223

State	State Agency	Agent for Service of Process
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard State Capital-Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Securities 350 Winter Street, N.E. #410 Salem, OR 97310 503.378.4387	Director of Oregon Department of Insurance and Finance
RHODE ISLAND	Department of Business Regulation Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 401.222.3048	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Department of Revenue and Regulation Division of Securities 445 East Capital Avenue Pierre, SD 57501-3185 605.773.4823	Director of South Dakota Division of Securities
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 804.371.9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 804.371.9051
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 360.902.8760	Director of Washington Financial Institutions
WISCONSIN	Wisconsin Securities Commissioner Department of Financial Institutions 345 W. Washington Ave., 4 th Floor Madison, WI 53703 608-266-1064	Commissioner of Securities of Wisconsin

EXHIBIT F: BUSINESS BROKERS
FRANCHISE BROKER BUSINESS EXPERIENCE

FRANCHISE BUYER, INC.

Franchise Buyer, Inc. (“Franchise Buyer”) is a New Hampshire corporation formed on December 21, 2004 and located at 875 Greenland Avenue, Portsmouth, New Hampshire 03801. Franchise Buyer is a wholly owned subsidiary of Franchise Solutions Inc., a Virginia corporation (“Franchise Solutions”). On January 31, 2005, Franchise Buyer acquired all of the assets of FranchiseBuyer LLC, a Delaware limited liability company formed July 8, 2002 (“FBL”), including all of FBL's contractual relationships with participating franchisors and independent contracts. Franchise Solutions also acquired all of the assets of FBL’s parent – Franchise Solutions Corp., a Delaware corporation (“FSC”), on January 31, 2005. Franchise Buyer commenced active business operations on February 1, 2005, when it completed its acquisition of the FBL business and assets.

Franchise Buyer markets franchise opportunities through electronic and print media for participating franchisors. Prospective franchisees that respond to Franchise Buyer’s marketing efforts are referred to independent contractors who provide franchise consulting services for screening and referral to participating franchisors based on the prospective franchisee’s selection criteria and personal skills set. Once the referral is made, Franchise Buyer does not perform any functions for participating franchisors.

Officers, Directors and Key Employees:

Chairman: Michael W. Alston:

Mr. Alston became Chairman of Franchise Buyer on December 21, 2004. Mr. Alston also is Vice President/Corporate Development and New Ventures of Landmark Communications, Inc. (“**Landmark**”), located in Norfolk, Virginia, and has served in this capacity since November 2004. Landmark is the parent of Franchise Solutions and, therefore, is an affiliate of Franchise Buyer. From March 1995 through October 2004, Mr. Alston served as General Manager, Interactive Media for The Virginian-Pilot (a unit of Landmark), located in Norfolk, Virginia.

Sole Director, Vice President and Secretary: Guy R. Friddell, III

Mr. Friddell became the Sole Director, Vice President and Secretary of Franchise Buyer on December 21, 2004. He also is Executive Vice President and General Counsel of Landmark in Norfolk, Virginia. He has served in that capacity for more than 5 years.

President: Matthew A. Alden

Matt Alden became President of Franchise Buyer and Franchise Solutions on February 1, 2005, immediately following the acquisition of the FBL and FSC business and assets. Prior to that, Mr. Alden served as President and General Manager of FBL since its formation on July 8, 2002, and as general manager of FBL’s parent company, FSC, since March 1995.

Executive Vice President: Steve Olson

Mr. Olson became Executive Vice President of Franchise Buyer on February 1, 2005, immediately following Franchise Buyer's acquisition of the FBL business and assets. Prior to that, Mr. Olson served as Vice President of FBL from September 2003 to January 31, 2005. From October 2000 through August 2003, Mr. Olson was the Director of Franchise Development of Molly Maid, Inc, located in Ann Arbor, Michigan. From September 1998 through September 2000, he served in franchise sales for the Packaging Store, Inc, located in Denver, Colorado.

Director of Franchisor Relations: Stephen Collins

Mr. Collins became Director of Franchisor Relations of Franchise Buyer on February 1, 2005, immediately following Franchise Buyer's acquisition of the FBL business and assets. From January 2004 to January 31, 2005, he served as Consultant and Franchisor Relations for FSC in Portsmouth, New Hampshire. Prior to that he served FSC as (a) Program Director – Franchise Buyer Resales from January 2004 through December 2004, and (b) Senior Client Consultant from November 1999 through January 2004.

FRANCHISE BUYER, INC.'S INDEPENDENT CONTRACTORS

NETWORK CONSULTING SERVICES, INC.

Network Consulting Services, Inc. is a Michigan corporation formed August 2002 and located in Kentwood, Michigan. Network Consulting Services, Inc. is an independent contractor contracted by FranchiseBuyer in August 2002 to render consulting services.

President: Jeffrey R. Bacon is the president of Network Consulting Services, Inc., serving in that position since its formation. From December 2001 through August 2002, Mr. Bacon was self employed a franchise sales consultant. From December 1997 through the present, Mr. Bacon has served Hook Set Guide Services located in Kentwood, Michigan, as a fly-fishing guide and instructor.

LAUNCH PAD, LLC

Launch Pad, LLC is a Michigan corporation formed November 22, 2002 and located in Bloomfield Hills, MI. Launch Pad, LLC is an independent contractor contracted by FranchiseBuyer in December 2002 to render consulting services.

President: James T. Bender is the president of Launch Pad, LLC, serving in that position since its formation. Mr. Bender is the president of ProBody Collision, LLC, serving in that position since its formation. From December 2000 through October 2002, Mr. Bender served as vice president of Results Systems Corporation located in Troy, Michigan. From July 1998 through November 2000, he served as president of Logo Outfitters, Inc. located in Troy, Michigan. From February 1978 through October 1997 he served in a variety of capacities, culminating in his appointment as executive vice president, COO with Ziebart International Corporation also headquartered in Troy, Michigan.

JAG & ASSOCIATES, INC.

JAG & Associates, Inc. is a Maryland corporation formed in March 1996 and located in Glen Arm, Maryland. JAG & Associates is an independent contractor contracted by FranchiseBuyer in June 2003 to render consulting services.

President: Jackie Gallagher is the president of JAG & Associates, Inc., having served in that position since its formation in March 1996.

GLOBAL INTERNET WORKS SERVICES, LTD

Global Internet Works Services, LTD is a limited company formed October 2000 and located at 14038 27A Ave, Surrey, British Columbia, Canada. V4A 2E1. Global Internet Works Services, LTD is an independent contractor contracted by FranchiseBuyer in October 2003 to render consulting services.

President: Peter Charles Jillings is the president of Global Internet Works Services, LTD, serving in that position since its formation. From 1998 to October 2000, Mr. Jillings was self-employed as a franchise consultant.

FRANCHISE CENTRAL, INC

Franchise Central, Inc., is a corporation located in Surprise, Arizona. Franchise Central, Inc. is an independent contractor contracted by FranchiseBuyer in December 2003 to render consulting services.

President: Alan S. Hoffman is the president of Franchise Central, Inc, serving in that position since its formation in 1995.

Vice President: Stacey Arden Mehl is the VP of Franchise Central, Inc, serving in that position since September 2000.

FRANCHISE SALES CONSULTANT, LLC

Franchise Sales Consultant, LLC, is a limited liability company formed February 2004 and located in Northville, Michigan. Franchise Sales Consultant, LLC is an independent contractor contracted by FranchiseBuyer in February 2004 to render consulting services.

President: Steven E. Gossard is the president of Franchise Sales Consultant, LLC, serving in that position since its formation in 2004. From March 2003 to February 2004, Mr. Gossard served The Coffee Beanery, located in Flushing, Michigan as a franchise sales consultant. From April 2001 to March 2003, he served Deadsolid Golf, located in Altoona, Pennsylvania as vice president of sales. From November 1993 to February 2001, he served ProGolf of America, located in Farmington Hills, Michigan as vice president of sales.

ALLWRIGHT FRANCHISE CONSULTING, INC.

AllWright Franchise Consulting, Inc is a corporation formed in May 2002, located in Surprise, Arizona. AllWright Franchise Consulting, Inc is an independent contractor contracted by FranchiseBuyer in March 2004 to render consulting services.

President: Christopher A. Wright is the president of AllWright Franchise Consulting, Inc, serving in that position since its formation. From January 1993 to

August 2002, he served Advanced Franchising Worldwide, located in Scottsdale, Arizona as the president.

Executive Vice President: Nancy Rehling Welde is the executive vice president of AllWright Franchise Consulting, Inc, serving in that position since April 2005. Since January 2002, she has owned and operated Rehling Welde Marketing. From October 1999 to January 2002, she served Leo Burnett Technology Group, located in Chicago, IL as the vice president and planning director. From January 1999 to October 1999, she served KPMG LLC, located in Montvale, NJ as the senior marketing director.

EXTRAORDINARY OUTCOMES CONSULTING, LLC

Extraordinary Outcomes Consulting, LLC is a limited liability company formed in March 2003 and located in Neptune, New Jersey. Extraordinary Outcomes Consulting, LLC is an independent contractor contracted by FranchiseBuyer in August 2004 to render consulting services.

Manager: Mary E. (Mariel) Miller is the general manager of Extraordinary Outcomes Consulting, LLC, serving in that position since its formation. From November 1996 to September 1999, Ms. Miller served Sylvan Learning Systems, located in Baltimore, Maryland, as its senior manager of franchise operations. From January 2000 until the present, Ms. Miller has served Caliper, Inc., a human resources training company located in Princeton, New Jersey, as its vice president, franchise development.

FRANCHISE SALES CONSULTANT, INC

Franchise Sales Consultants, Inc is a corporation formed in 2000, located in Coral Springs, FL. Franchise Sales Consultants, Inc is an independent contractor contracted by FranchiseBuyer in November 2004 to render consulting services.

President: Michael G. Kalleres is the president of Franchise Sales Consultants, Inc serving in that position since its inception. From January 1998 to December 1999, Mr. Kalleres served Praetorian Group, located in Norwalk, Connecticut as a business broker representative.

144 MAN ENTERPRISES, LLC

144 MAN Enterprises, LLC is a limited liability company formed in August 1995, located in Phoenix, Arizona. 144 Man Enterprises, LLC is an independent contractor contracted by FranchiseBuyer in January 2005 to render consulting services.

Manager: Scott Grossman is the manager of 144 Man Enterprises, LLC serving in that position since its inception. From July 2003 to January 2005, Mr. Grossman served Inspect It 1st Franchising, located in Scottsdale, AZ as its chief operating officer. From April 1996 to July 2002 he served White Electronic Designs, Corporation

GRANDE, INC

Grande, Inc is a corporation formed in 2005, located in Newark, Delaware. Grande, Inc is an independent contractor contracted by FranchiseBuyer in January 2005 to render consulting services.

President: Todd Grande is the president of Grande, Inc, serving in that position since its inception. Since September 2000, Mr. Grande served Amy S. Grande d.b.a Jani-King, located in Newark, Delaware as operations manager. From January 2000 to August 2000, he served Werner Enterprises, located in Omaha, Nebraska as project manager.

NJR GROUP, INC

NJR Group, Inc is a corporation formed in 2000, located in Birmingham, Michigan. NJR Group, Inc is an independent contractor contracted by FranchiseBuyer in January 2005 to render consulting services.

President: Jay Rosen is the president of NJR Group, Inc, serving in that position since its inception. From April 1997 to January 2004, he served Allegra Network, located in Northville, Michigan as executive vice president.

THE BROKERS LISTED BELOW ARE NOT REGISTERED OR AUTHORIZED TO SELL IN THE STATES OF ILLINOIS, WASHINGTON, AND NEW YORK OR ANY STATE IN WHICH WE ARE NOT REGISTERED TO SELL FRANCHISES.

TOM MILLER & ASSOCIATES, INC

Tom Miller & Associates is a corporation formed in 1999, located in Mesa, Arizona. Tom Miller & Associates, Inc is an independent contractor contracted by FranchiseBuyer in February 2005 to render consulting services.

President: Tom Miller is the president of Tom Miller & Associates serving in that position since its inception. From March 2002 to September 2004, he served Sunbelt Franchise Sales located in Pleasant, North Carolina as president.

MC CONSULTING, LLC

MC Consulting, LLC is a limited liability company formed in 2005, located in St. Peters, Missouri. MC Consulting, LLC is an independent contractor contracted by FranchiseBuyer in February 2005 to render consulting services.

Member: Michael A. Carnahan is the member of MC Consulting, LLC serving in that position since its inception. From May 1994 to May 2004, he served Metro Driveaxle Inc., located in St. Louis, Missouri as the president.

T.R.K. FRANCHISE CONSULTANT, INC

T.R.K Franchise Consultant, Inc is a corporation formed in 2005, located in Burton, Michigan. T.R.K Franchise Consultant, Inc is an independent contractor contracted by FranchiseBuyer in April 2005 to render consulting services.

President: Thomas R. King is the president of T.R.K Franchise Consultant, Inc serving in that position since its inception. Since September 1976, he served The Gas Co, Inc., located in Burton, Michigan as the Vice President.

R.D.G FRANCHISE CONSULTANT, INC

R.D.G. Franchise Consultant, Inc is a corporation formed in 2005, located in Burton, Michigan. R.D.G Franchise Consultant, Inc is an independent contractor contracted by FranchiseBuyer in April 2005 to render consulting services.

President: Robert D. Gannon is the president of R.D.G. Franchise Consultant, Inc serving in that position since its inception. Since September 1976, he served The Gas Co, Inc., located in Burton, Michigan as the Vice President.

BUSINESS OPPORTUNITIES UNLIMITED, INC

Business Opportunities Unlimited, Inc is a corporation formed in August 2003, located in Boise, Idaho. Business Opportunities Unlimited, Inc is an independent contractor contracted by FranchiseBuyer in April 2005 to render consulting services.

President: P. Robert Schmellick is the president of Business Opportunities Unlimited, Inc serving in that position since its inception. From March 1994 to August 2003 he served Martin Franchises, Inc. located in Loveland, Ohio as the director of development.

FORUM NETWORKING EVENTS, INC

Forum Networking Events, Inc is a corporation formed in August 2004, located in Nokomis, Florida. Forum Networking Events, Inc is an independent contractor contracted by FranchiseBuyer in May 2005 to render consulting services.

CEO: Paul Rowney is the chief executive officer of Forum Networking Events, Inc, serving in that position since its inception. From September 1997 to August 2004, he served Forum Networking Events, LTD, located in Ware, Herts as the chief executive officer.

THE FRANCHISE CONNECTION, INC

The Franchise Connection, Inc is a Massachusetts corporation formed in May 2005. The Franchise Connection, Inc is an independent contractor contracted by FranchiseBuyer in May 2005 to render consulting services.

President: Gerry Pelissier is the president of The Franchise Connection, Inc, serving in that position since its inception. From April 2004 to March 2005, he served the Sara Lee Corporation located in Harrison, New York as the vice president of franchise development.

ALLWRIGHT FRANCHISE CONSULTING, INC.

Executive Vice President: Nancy Rehling Welde is the executive vice president of AllWright Franchise Consulting, Inc, serving in that position since April 2005. Since January 2002, she has owned and operated Rehling Welde Marketing. From October 1999 to January 2002, she served Leo Burnett Technology Group, located in Chicago, IL as the vice president and planning director. From January 1999 to October 1999, she served KPMG LLC, located in Montvale, NJ as the senior marketing director.

FRANCHISE CENTRAL, INC

Vice President: Stacey Arden Mehl is the vice president of Franchise Central, Inc, serving in that position since September 2000.

BUSINESS MARKETING SERVICES, INC

Business Marketing Serves, Inc is a corporation formed in January 1998, located in Hendersonville, North Carolina. Business Marketing Services, Inc is an independent contractor contracted by FranchiseBuyer in June 2005 to render consulting services.

President: Gary Richard See is the president of Business Marketing Services, Inc serving in that position since its inception.

KEMPKE CONSULTING LLC

Kempke Consulting LLC is a limited liability company formed in August 2005, located in Mesa, Arizona. Kempke Consulting LLC is an independent contractor contracted by FranchiseBuyer in August 2005 to render consulting services.

Owner: Bill Kempke is the owner of Kempke Consulting LLC serving in that position since its inception. From October 1999 to July 2005 he served Re-Bath LLC located in Mesa, Arizona as a franchise sales executive.

MRPETTY-ADVISORS, LC

MRPetty-Advisors, LC is a limited corporation formed in August 2005, located in Syracuse, Utah. MRPetty-Advisors, LC is an independent contractor contracted by FranchiseBuyer in August 2005 to render consulting services.

President: Merrill Petty is the president of MRPetty-Advisors, LC serving in that position since its inception. Since January 2005, Mr. Petty has served First National Bank, located in Layton, Utah as a Residential Construction Advisor. From May 2001 to November 2004 he served Security Title, located in Clearfield, Utah as a transportation manager. From November 1997 to November 2004 he served Symmetry Homes, located in Kaysville, Utah in business development.

BUSINESS STRATEGIES OF MICHIGAN, INC

Business Strategies of Michigan is a corporation formed in September 2005, located in Farmington Hills, Michigan. Business Strategies of Michigan is an independent contractor contracted by FranchiseBuyer in September 2005 to render consulting services.

President: John Mulheisen is the president of Business Strategies of Michigan, Inc serving in that position since its inception. Since December 1977 he has served Ziebart International as the director of franchise development.

PATRICK CONSULTING, LLC

Patrick Consulting, LLC is a limited liability company formed in September 2005, located in Baldwin, MD. Patrick Consulting, LLC is an independent contractor contracted by FranchiseBuyer in September 2005 to render consulting services.

President: Delanie 'Pat' Patrick is the president of Patrick Consulting, LLC serving in that position since its inception. From August 1991 to July 2005 he served Patrick & Associates, LP, located in Timonium, Maryland as a managing partner. From January 1989 to March 2005 he served Child Development, LP, located in Baldwin, Maryland as a managing partner.

THINK BIG MICHAEL, LLC

Think Big Michael, LLC is a limited liability company formed in January 2000, located in Spring Field, New Jersey. Think Big Michael, LLC is an independent contractor contracted by FranchiseBuyer in October 2005 to render consulting services.

President: Michael Ledwitz is the president of Think Big Michael, LLC serving in that position since its inception. From April 2004 to January 2005 he served Lawn Doctor, located in Holmdel, New Jersey in franchise sales. From August 2001 to October 2003 he served Weichert Realtors, located in Morris Plains, New Jersey in franchise sales. From January 1999 to July 2001 he served C21/ Coldwell Banker, located in Parsippany, New Jersey in franchise sales.

John Ryley is an independent contractor located in Miller Place, New York. Mr. Ryley was contracted to render consulting services to FranchiseBuyer in April 2005. He has been employed at RE/Max Capital Properties in Jericho, NY since November 2004. From August 2003 to November 2004 he served RE/Max of New York located in Garden City, NY in franchise sales. From April 2002 to August 2003 he served Java's Brewin' Development Corp located in Boston, Massachusetts as the vice president of franchising. From April 1999 to April 2002 he served Coldwell Banker Hunt Kennedy located in Brooklyn, New York as the vice president.

Edward Poole is an independent contractor located in Newport Beach, California. Mr. Poole was contracted to render consulting services to FranchiseBuyer in April 2005. From October 1994 to April 2005 he served OHS Health & Safety Services, Inc located in Costa Mesa, California as the president.

David DePhillips is an independent contractor located in Garden City, New York. Mr. DePhillips was contracted to render consulting services to FranchiseBuyer in September 2005. Since May 2002 Mr. DePhillips has served REMAX, located in Garden City, New York as a franchise consultant. From February 1995 to April 1998 he served Interactive Channel located in Jacksonville, Florida as the president.

Bill Wilson is an independent contractor located in Marietta, Georgia. Mr. Wilson was contracted to render consulting services to FranchiseBuyer in September 2005. From April 2000 to July 2005 Mr. Wilson served SuperCoups, located in Taunton, Massachusetts as a franchise sales executive.

Curtis Patterson is an independent contractor located in Scottsdale, Arizona. Mr. Patterson was contracted to render consulting services to FranchiseBuyer in October 2005. Since September 2004, he has served United Country Real Estate, located in Kansas City, Missouri as the regional vice president. From September 2003 to June 2004 he served CCA Global Partners, located in Manchester, New Hampshire as the western region membership director. From April 2002 to September 2003 he served GMAC Real Estate Corp, located in Chicago, Illinois as the franchise sales director. From September 1998 to February 2002 he served Cendant Real Estate Corp, located in Parsippany, New Jersey as the regional vice president.

FRANCHOICE, INC.

FranChoice, Inc. (“FranChoice”) is a Minnesota corporation incorporated on March 10, 2000. Its principal place of business is 7500 Flying Cloud Drive, Suite 600, Eden Prairie, Minnesota 55344, and its telephone number is (952) 345-8400.

Officers, Directors and Key Employees:

President: Stephen K. Hockett

Steve Hockett became the President of FranChoice in January 2003. From January 2002 through January 2003 he was an Independent Franchise Consultant working with FranChoice. From January 1993 to February 2002, he was a Vice President for Great Clips, Inc., of Minneapolis, Minnesota.

Vice President: Lori L. Kiser-Block

Lori Kiser joined FranChoice as a Consultant Development Manager in April 2003 and became Vice President of FranChoice in November 2003. Prior to joining FranChoice, from March 2002 until December 2002, Ms. Kiser-Block was Vice President of eFrame Technology, Omaha, Nebraska. Prior to that Ms. Kiser-Block worked for Carlson Leisure Group, Minnetonka, Minnesota in various positions starting as a Franchise Sales Manager in February 1993, becoming Director of Franchise Sales in 1996, and serving as Senior Director of Franchise Services until December 2001.

Director: Tony Verbeten

Tony Verbeten joined FranChoice in December 2002 as Chief Financial Officer. He also is currently Chief Financial Officer of Capistar Franchise Holdings, parent company of FranChoice and also based in Eden Prairie. He was named Director of FranChoice in November 2005. Prior to joining FranChoice, Mr. Verbeten was Controller for Digital River of Eden Prairie, Minnesota, from August 2001 to November 2002. He was an independent financial planner from June through August 2001. From January 2000 to May 2001 he was Vice President of Finance and Controller for Dantis, Minnetonka, Minnesota.

The following individuals and entities are independent contractors, and not employees, of FranChoice, a national franchise opportunity consulting organization. Each consultant listed limits their activity to referring prospective franchise candidates to us. The FranChoice consultant does not have the authority to negotiate the sales of, or sell, a franchised business to any prospective franchise candidate. Once a FranChoice consultant has referred a franchise candidate to us, we coordinate all sales activity with the candidate. FranChoice itself does not meet with prospective franchise candidates as that activity is conducted through the independent consultants, although we pay

FranChoice when we award a franchise to a candidate referred to us by a FranChoice consultant.

FranChoice Independent Consultants—Individuals:

Jeffrey F. Anderson

Since October 2004, Mr. Anderson has been an Independent Franchise Consultant for FranChoice. Mr. Anderson is located at 7626 Willows Street, New Orleans, Louisiana. From August through September of 2004, he was unemployed. From February 2001 to August 2004, he was in franchise support for Packaging Store Inc. of Greenwood Village, Colorado. From April 1997 to February 2004, he was self-employed as a securities trader in New Orleans, Louisiana.

Louis J. Beaupre

Since March 2006, Mr. Beaupre has been an Independent Franchise Consultant for FranChoice. He is located at 2315 Creekside Drive, Longmont, Colorado. From June 1993 to June 2002 he was President of Pear Commercial Interiors, Denver, Colorado. From July 2002 to December 2002 he was unemployed in Longmont, Co. From December 2002 to March 2003, he was owner of Great Harvest Bread, Longmont, CO. From March to September 2005 he was unemployed in Longmont, CO. From September 2005 to November 2005 he was VP, General Manager of Postnet International of Denver, CO. From November 2005 to February 2006, he was unemployed in Longmont, CO.

Edwin “Ike” W. Broaddus

Mr. Broaddus has been an Independent Franchise Consultant for FranChoice since September 2004. Mr. Broaddus is located at 6437 Old Bust Head Road, Broad Run, Virginia. From May 2004 through September 2004, he was unemployed. From October 2001 through May 2004 he was CEO of GuruNet of Chantilly, Virginia. From January 1998 to October 2001, he was CEO of NM Management in Alexandria, Virginia.

Stephen F. Bucci

Since November 2005, Mr. Bucci has been an Independent Franchise Consultant with FranChoice. Mr. Bucci is located at 4 Justice Lane in Aberdeen, New Jersey. From July 2005 to October 2005, he was unemployed in Aberdeen, New Jersey. From November 2002 to July 2005, he was Director of Franchise Development for Lawn Dr. Inc. in Holmdel, New Jersey. From December 2000 to October 2002 he was VP of Franchise Development for Stematic, Inc. in Fort Worth, Texas.

Jeff Clark

Since November 2004, Mr. Clark has been an Independent Franchise Consultant with FranChoice. Mr. Clark is located at 113 E. Jewel Avenue, Kirkwood, Missouri. During October 2004 he was unemployed and in training with FranChoice. From September 2002 until September 2004, he was Franchise Development Manager for Fish Window Cleaning, Manchester, Missouri. From July 2000 until August 2002, he was Program Manager for Telcobuy.com, St. Louis, Missouri. From January 2000 until July 2000 he was Product Manager for CRM, St. Louis, Missouri.

Mason Copeland

Since November 2003, Mr. Copeland has been an Independent Franchise Consultant for FranChoice. Mr. Copeland is located at 2673 Thorn Lodge Drive, Mississauga, Ontario, Canada. From September 1999 to October 2003, he was Director of Sales and Marketing for Ontario, Inc. of Mississauga, Ontario. From February 2000 to February 2002, he was Director of Franchise Sales for HIP International in Toronto, Ontario.

Susan P. Curran

Since January 2003, Ms. Curran has been an Independent Franchise Consultant for FranChoice. Ms. Curran is located at 761 Overlook Drive, Columbus, Ohio. From December 2000 to January 2003 she was the President of OCAL Carwash, Inc. located in Columbus, Ohio. From August 1997 to December 2000 she was unemployed after selling her business.

Kimberley J. Daly

Since February 2002, Ms. Daly has been an Independent Franchise Consultant for FranChoice. Ms. Daly is located at 51 Ladyslipper Drive, New Market, New Hampshire. From February 2001 to February 2002, she was Director of Fitness for eDiets.com, located in Boca Raton, Florida. From September 1999 to February 2001, she was self-employed in New Hampshire.

Judy Davidson

Since August 2005, Ms. Davidson has been an Independent Franchise Consultant for FranChoice. Ms. Davidson is located at 11 Songbird Lane, Laguna Beach, California. From May 2005 to July 2005, she was unemployed in Laguna Beach, California. From September 2002 to April 2005, she was Manager of Business Development for Travizon, in Los Angeles, California. From April 2002 to August 2002, she was unemployed in Laguna Beach, California. From January 1997 to March 2002, Ms. Davidson was Manager of Business Development for World Travel Partners in Los Angeles, California.

Jim Dixon

Since January 2004, Mr. Dixon has been an Independent Franchise Consultant for FranChoice. Mr. Dixon is located at 2786 Central Avenue, Memphis, Tennessee. From September 1993 through December 2003, he was Senior Account Executive for New Horizons Worldwide in Memphis, Tennessee.

Don Drummond

Since January 2004, Mr. Drummond has been an Independent Franchise Consultant for FranChoice. Mr. Drummond is located at 2167 Charmaine Drive, Upland, California. From November 2003 to December 2003, Mr. Drummond was unemployed. From November 2000 to November 2003, he was Director of Franchise Sales for Coinmach in Santa Fe Springs, California.

Raymond W. Fanning

Since October 2002, Mr. Fanning has been an Independent Franchise Consultant for FranChoice. Mr. Fanning is located at 280 North Drive, Severna Park, Maryland. Since

January 2002, Mr. Fanning has also been the Founder of ExploreWorld, LLC located in Columbia, Maryland. From October 2000 to January 2002 he was employed as the President of Microplay Interactive of Annapolis, Maryland.

Thomas L. Fowler

Mr. Fowler has been an Independent Franchise Consultant for FranChoice since February 2001. Mr. Fowler is located at 4441 Orchard Creek Drive, S.E., Grand Rapids, Michigan. From January 2000 to February 2001, he was the owner of ExPaidite Financial Services located in Ballwin, Missouri.

James E. Hogg

Since June 2004, Mr. Hogg has been an Independent Franchise Consultant for FranChoice. Mr. Hogg is located at 9612 Saint Clement Circle, Lincoln, Nebraska. From August 1999 to June 2004, he was President of Franchise Visions in Lincoln, Nebraska. From August 1997 to August 1999, he was Vice President of Franchise Developers of Lincoln, Nebraska.

Myra A. Holt

Since March 2006, Ms. Holt has been an Independent Franchise Consultant for FranChoice. Ms. Holt is located at 9416 Burmester Lane, Charlotte, North Carolina. From January 2006 to March 2006, she was unemployed while in training for FranChoice, in Charlotte, NC. From October 2000 to December 2005, she was director of franchise development for Outdoor Lighting Perspectives, Charlotte, NC.

H. Alfred Hurst

Since March 2005, Mr. Hurst has been an Independent Franchise Consultant for FranChoice. Mr. Hurst is located at 136 Geneva Road, Glen Ellyn, Illinois. From January 2005 to April 2005, he was self-employed in Glen Ellyn, Illinois. From December 2004 to January 2005, he was in purchasing for DuPage County, Wheaton, Illinois. From July 2001 to November 2004, he was Operations Manager for Roto Rooter Services in Addison, Illinois. From January 2001 to May 2001, he was unemployed. From November 2000 to December 2000, he was Mercury Audit Supervisor for Set Environmental in Wheeling, Illinois.

James P. Judy

Since May 2002, Mr. Judy has been an Independent Franchise Consultant for FranChoice. Mr. Judy is located at 5323 Eolian Court, Raleigh, North Carolina. From January 2000 to April 2002, Mr. Judy was a Sales Manager for Hospital Communications located in Raleigh, North Carolina.

Kurt R. Kempfer

Mr. Kempfer has been an Independent Franchise Consultant with FranChoice since October 2004. Mr. Kempfer is located at 10171 Bluffmont Drive, Lone Tree, Colorado. From July 2004 to September 2004, he was unemployed. From April 2004 to July 2004, he was President of CMG Franchise Systems in Denver, Colorado. From July 2003 to March 2004, he was President of NHBA of Denver, Colorado. From January 2002 to June 2003, he was a Vice President for UBuildIt in Seattle, Washington. From

September 1998 to December 2001, he was an Executive Vice President of World Insp. Network in Seattle, Washington.

William A. Meares, Jr.

Since September 2004, Mr. Meares has been an Independent Franchise Consultant with FranChoice. Mr. Meares is located at 3614 Old Vernon Court, Alexandria, Virginia. From August 2003 through August 2004, he was a self employed consultant in Alexandria, Virginia. From January 1996 through August 2003, he was the COO of Sonitrol Corp. of Alexandria, Virginia.

Anthony Menyhart

Since June 2005, Mr. Menyhart has been an Independent Franchise Consultant with FranChoice. Mr. Menyhart is located at 301 Industrial Drive, Tecumseh, Michigan. From February 1999 to present, he was President of SupplySide, Inc. in Tecumseh, Michigan.

Michael Milbery

Since April 2004, Mr. Milbery has been an Independent Franchise Consultant with FranChoice. He is located at PO Box 3991, Temple, Texas. From February 2004 through April 2004, he was in training with FranChoice in Eden Prairie, Minnesota. From October 1996 through February 2004, he was Quizno's Sub area director, dba MJ Development in Temple, Texas.

Phyllis F. Pieri

Ms. Pieri has been an Independent Franchise Consultant for FranChoice since January 2003. Ms. Pieri is located at 1595 NE Iris Street, Issaquah, Washington. From July 2002 to December 2002, she did consulting for her own business, Lovegren Enterprises, located in Issaquah, Washington. From July 2001 to July 2002, she was the Vice President of Marketing for The Federal Group in Woodinville, Washington. From January 2001 to July 2001, she was the Franchise Director for GMAC Home Services in Des Moines, Iowa.

Diane Pleuss

Since November 2004, Ms. Pleuss has been an Independent Franchise Consultant for FranChoice. Ms. Pleuss is located at 1109 Rock Creek Way, Concord, California. From July 2004 until October 2004, she was unemployed. From November 1999 until June 2004, she was Director of Marketing and Operations for Navis Logistics Network in Concord, California.

Laurie E. Pollock

Since April 2003, Ms. Pollock has been an Independent Franchise Consultant for FranChoice. Ms. Pollock is located at 1490 Chase Court, Buffalo Grove, Illinois. Since November 1989, Ms. Pollock has been the President/Owner of Promo, Inc. of Buffalo Grove, Illinois. From April 2002 to January 2003, she also held the position of Sales/Marketing Manager for Young Rembrandts located in Elgin, Illinois.

Russell L. Porter

Mr. Porter has been an Independent Franchise Consultant for FranChoice since October 2001. Mr. Porter is located at 19085 Carsonwood, Wayzata, Minnesota. From July 2001 to October 2001 he took some time off for travel and vacation. From December 1993 until July 2001, he was in Franchise Development with Grow Biz International, located in Minneapolis, Minnesota.

John Powers

Since March 2004, Mr. Powers has been an Independent Franchise Consultant for FranChoice. Mr. Powers is located at 4538 Van Noord Avenue, Studio City, California. From November 2003 to March 2004, he was training to be a Franchise Consultant. From April 2001 to November 2003, he was a Regional VP for Super Laundry in Santa Fe Springs, California.

Thomas W. Raymond

Since November 2005, Mr. Raymond has been an Independent Franchise Consultant for FranChoice. Mr. Raymond is located at 1630 116th Avenue SE, Lake Stevens, Washington. From September 2005 to October 2005 he was unemployed in Lake Stevens, Washington. From September 2003 to September 2005, he was President of Commercial Property Maintenance, Inc. in Everett, Washington. From September 2000 to August 2003, he was VP of Franchise Development for World Inspection Network, Inc. of Seattle, Washington.

Howard Lomax “Max” Reynolds

Since November 2001, Mr. Reynolds has been an Independent Franchise Consultant for FranChoice. Mr. Reynolds is located at 42 Shady Valley Drive, Chesterfield, Missouri. From February 1996 until November 2001, he was the President of Quest Global located in St. Louis, Missouri.

John Rogozenski

Since June 2004, Mr. Rogozenski has been an Independent Franchise Consultant for FranChoice. Mr. Rogozenski is located at 5 Champlain Circle, Plymouth, Massachusetts. From September 2003 to May 2004, he was unemployed. From April 1998 to September 2003, he was National Director of Development Services for Allied Domecq QSR in Randolph, Massachusetts.

Jodi Rowell

Ms. Rowell has been an Independent Franchise Consultant for FranChoice since August 2005. Ms. Rowell is located at 1836 Sedwick Avenue NW, Massillon, Ohio. From June 2002 to July 2005, she was a self-employed consultant in Tooele, Utah and Massillon, Ohio. From March 2003 to July 2004, she was a Realtor and Property Manager for Prudential in Tooele, Utah. From September 2003 to September 2004, she was a self-employed property manager in Tooele, Utah. From August 1999 to August 2003, she was Senior Training Specialist for ADP in Salt Lake City, Utah.

John Ryley

Mr. Ryley has been an Independent Franchise Consultant for FranChoice since March 2006. Mr. Ryley is located at 380 North Broadway, Jericho, New York. From April 2005 to February 2006, Mr. Ryley was an independent contractor for FranchiseBuyer, Portsmouth, New Hampshire. From November 2004 to present, he has been employed at RE/Max Capital Properties, Jericho, New York. From August 2003 to November 2004 he was at RE/Max of New York, Garden City, NY, in franchise sales. From April 2002 to August 2003, he served Java's Brewin' Development Corp., located in Boston, Massachusetts as the vice president of franchising. From April 1999 to April 2002 he was vice president of Coldwell Banker Hunt Kennedy, Brooklyn, New York.

Edward Poole

Mr. Poole has been an Independent Franchise Consultant for FranChoice since March 2006. Mr. Poole is located at 5 Montpelier, Newport Beach, California. From April 2005 to February 2006, Mr. Poole was an independent contractor for FranchiseBuyer, Portsmouth, New Hampshire. From October 1994 to April 2005 he was president of OHS Health & Safety Services, Inc., Costa Mesa, California.

Mary W. Shutts

Since November 2002, Ms. Shutts has been an Independent Franchise Consultant for FranChoice. Ms. Shutts is located at 4604 Marsh Creek Drive, N. Myrtle Beach, South Carolina. From November 1999 to November 2002, Ms. Shutts was a Financial Advisor for American Express in Bedford, New Hampshire.

Michael Stice

Since January 2004, Mr. Stice has been an Independent Franchise Consultant for FranChoice. Mr. Stice is located at 14253 Kimberly Circle, Lake Oswego, Oregon. From June 2003 through December 2003, he was President of Knowledge Points in Portland, Oregon. From September 1997 through June 2003, he was Executive Director of Northwest Christian Community Foundation in Lake Oswego, Oregon.

Steve Valentine

Mr. Valentine has been an Independent Franchise Consultant with FranChoice since October 2004. He is located at 3815 W. Mason Road, Deer Park, Washington. From December 1998 to October 2004, he was Owner of JVS Sales & Marketing in Whatcom & Spokane County, Washington.

Jeffrey B. Young

Since June 2004, Mr. Young has been an Independent Franchise Consultant with FranChoice. Mr. Young is located at 850 Hulton Road, Oakmont, Pennsylvania. From December 2000 through June 2004, he was a self-employed franchise consultant in Oakmont, Pennsylvania. From October 1992 through December 2000, he was Owner of GNC and Candy Express franchises in Pittsburgh, Pennsylvania.

Christopher Zoto

Mr. Zoto has been an Independent Franchise Consultant with FranChoice since September 2004. He is located at 3 Avalon Court, Doylestown, Pennsylvania. From March 2004 through August 2004, he was unemployed in Doylestown, Pennsylvania. From April 2002 to February 2004, he was in franchise development with Cottman Transmission of Fort Washington, Virginia. From February 2002 through April 2002, he was unemployed. From January 2001 through February 2002, he was in sales with EPIX of Woodbridge, New Jersey. From January 1998 to January 2001, he was in sales with Choice Imaging of Willow Grove, Pennsylvania.

FranChoice Independent Consultants—Entities:

AllWright Franchise Consulting, Inc.

AllWright Franchise Consulting, Inc. is a corporation located in Surprise, Arizona and formed in May 2002. AllWright Franchise Consulting, Inc. has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Christopher A. Wright

Mr. Wright has been president of AllWright Franchise Consulting, Inc. since its inception in May 2002. Mr. Wright is located at 21001 N. Carillo Trail, Surprise, Arizona. From March 2004 to March 2006, Mr. Wright was an independent franchise consultant with FranchiseBuyer, Portsmouth, New Hampshire. From January 1993 to August 2002, he was president of Advanced Franchising Worldwide, Scottsdale, Arizona.

Executive Vice President: Nancy Rehling Welde

Ms. Welde had been executive vice president of AllWright Franchise Consulting, Inc. since April 2005. She is located at 21001 N. Carillo Trail, Surprise, Arizona. From March 2004 to February 2006 she was an independent franchise consultant with FranchiseBuyer, Portsmouth, New Hampshire. Since January 2002, Ms. Welde has owned an operated Rehling Welde Marketing. From October 1999 to January 2002, she was vice president and planning director for Leo Burnett Technology Group, Chicago, Illinois.

BC Marketing, Inc.

BC Marketing, Inc. is a Texas corporation located in San Antonio, Texas and formed in August 1991. Since November 2000, BC Marketing, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: William P. Blackmon

Mr. Blackmon has been president of BC Marketing, Inc. since its inception August 1991. Mr. Blackmon is located at 17210 Fawn Cove, San Antonio, Texas.

Blakeley & Blakeley, LLC

Blakeley & Blakeley, LLC is an Arizona limited liability corporation located in Castle Rock, Colorado and formed in April 1998. Blakeley & Blakeley, LLC has rendered consulting services as an independent contractor with FranChoice since April 2005.

Member: Britt Blakeley

Ms. Blakeley has been a Member of Blakeley & Blakeley, LLC since its inception in April 1998. Ms. Blakeley is located at 1506 Sterling Hill Court, Castle Rock, Colorado. From April 1998 to April 2005, Ms. Blakeley was the owner of a Navis franchise in Phoenix, Arizona.

Bloom & Associates, LLC

Bloom & Associates, LLC is a Delaware limited liability corporation located in Franklin, Tennessee and formed in August 2002. Bloom & Associates, LLC has rendered consulting services as an independent contractor with FranChoice since November 2004.

President/Member: Bruce V. Bloom

Mr. Bloom has been President/Member of Bloom and Associates, LLC since its inception August 2002. Mr. Bloom is located at 307 Monticello Road, Franklin, Tennessee. From April 2002 until November 2004, he was President/Member of Bloom & Associates in Oak Ridge, New Jersey. From September 1999 to April 2002, he was President and CEO of Knights Franchise Systems, Inc. (Cendant Corp.) of Parsippany, New Jersey.

Bogart & Associates, Inc.

Bogart & Associates, Inc. is a Maine corporation located in Wells, Maine and formed in April 2004. Since April 2004, Bogart & Associates, Inc. has rendered consulting services as an independent contractor with FranChoice.

CEO/President: Matthew H. Bogart

Mr. Bogart has been CEO/President of Bogart & Associates, Inc. since its inception in April 2004 and has been an Independent Franchise Consultant for FranChoice since December 2000. Mr. Bogart is located at 12 Nottingham Drive, Wells, Maine. From September 1999 to December 2000 he held the positions of Senior Sales Consultant and Ad Sales Director for Franchise Solutions Corporation located in Portsmouth, New Hampshire.

Boxford Consulting, LLC

Boxford Consulting, LLC is a limited liability corporation formed in February 2006 and located in Boxford, Massachusetts. Boxford Consulting, LLC has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: William Grody

Mr. Grody has been president of Boxford Consulting, LLC since its inception in February 2006. He is located at Nine Long Hill Road, Boxford, Massachusetts. From January 2006 to March 2006 he was unemployed while training with FranChoice, Boxford, Massachusetts. From January 2003 to December 2005 he was director of

franchise development for Kabloom, Ltd., Woburn, Massachusetts. From April 1997 to December 2002, he was self-employed as a consultant in Boxford, Massachusetts.

Business Opportunities Unlimited, Inc.

Business Opportunities Unlimited, Inc. is a corporation formed in August 2003 and located in Boise, Idaho. Business Opportunities Unlimited, Inc. has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: P. Robert Schmellick

Mr. Schmellick has been president of Business Opportunities Unlimited, Inc. since its inception in 2003. He is located at 6253 N. Fair Oaks Place, Boise, Idaho. From April 2005 to February 2006 he was an independent franchise consultant with FranchiseBuyer of Portsmouth, New Hampshire. From March 1994 to August 2003 he was director of development of Martin Franchises, Inc., located in Loveland, Ohio.

Business Marketing Services, Inc.

Business Marketing Services, Inc. is a corporation formed in January 1998, located in Hendersonville, North Carolina. Business Marketing Services, Inc. has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Gary Richard See

Mr. See has been president of Business Marketing Services, Inc. since its inception in 1998. He is located at 2506 Laurel Park Highway, Hendersonville, North Carolina. From June 2005 to February 2006, he was an independent franchise consultant for FranchiseBuyer, Portsmouth, New Hampshire.

Caber Consulting, Inc.

Caber Consulting, Inc. is a Maryland corporation located in Columbia, Maryland and formed in June 2001. Since July 2001, Caber Consulting, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: D. Bruce Brown

Mr. Brown has been President of Caber Consulting, Inc. since its inception. Mr. Brown is located at 8830 Sandrope Court, Columbia, Maryland. From December 1993 until January 2001 he was a Senior Manager for Sylvan Learning Systems located in Baltimore, Maryland.

Capital Marketing, Inc.

Capital Marketing, Inc. is a Utah corporation located in Provo, Utah and incorporated in November 2001. Capital Marketing, Inc. has rendered consulting services as an independent contractor with FranChoice since April 2005.

Principal: Cameron Boyle

Mr. Boyle has been Principal of Capital Marketing Inc. since its inception in November 2001. Mr. Boyle is located at 1865 Oregon Avenue, Provo, Utah. From May 1999 to present, he has also been an owner of Wasatch Pest Control located in Provo, Utah.

CSW Consulting, LLC

CSW Consulting, LLC is an Arizona limited liability corporation formed in August 2004 and located in Goodyear, Arizona. CSW Consulting, LLC has rendered consulting services as an independent contractor with FranChoice since September 2004.

President: Christopher S. Willey

Mr. Willey has been President of CSW Consulting, LLC since its inception in August 2004. He is located at 1627 S. 174th Avenue, Goodyear, Arizona. From March 2004 through August 2004, he was a consultant with AlphaGraphics of Goodyear, Arizona. From July 1993 through March 2004, he was Owner of an AlphaGraphics franchise in Burlington, Massachusetts.

D.A. Gordon Enterprise, Inc.

D.A. Gordon Enterprise, Inc. is a Minnesota corporation formed in October 2001 and located in Minnetonka, Minnesota. Since October 2001, D.A. Gordon Enterprise, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Deborah A. Gordon

Gordon has been President of D.A. Gordon Enterprises, Inc. since October 2001 and has been an independent contractor with FranChoice since October 2000. Ms. Gordon is located at 3531 Plymouth Road, Minnetonka, Minnesota.

Daniel A. Schwalbe, Inc.

Daniel A. Schwalbe, Inc. is a Washington corporation formed in January 1990 and located in Spokane, Washington. Daniel A. Schwalbe, Inc. has rendered consulting services as an independent contractor with FranChoice since March 2005.

President: Dan A. Schwalbe

Mr. Schwalbe has been President of Daniel A. Schwalbe, Inc. since January 1990. Mr. Schwalbe is located at 11422 E. 44, Spokane, Washington. From September 1995 to January 2005 he was Area Director for Quizno's, Spokane, Washington. Simultaneously, from January 1991 to February 2005 he was an architect for Daniel A. Schwalbe, Inc., Sun Valley, Idaho.

DKWoggon & Associates, LLC

DKWoggon & Associates, LTD is a Wisconsin limited liability corporation formed in February 2004 and located in Holmen, Wisconsin. DKWoggon & Associates, has rendered consulting services as an independent contractor with FranChoice since March 2004.

President: David J. Woggon

Since March 2004, Mr. Woggon has been an Independent Franchise Consultant with FranChoice. Mr. Woggon has been President of DKWoggon & Associates, LTD since its inception in February 2004. Mr. Woggon is located at W7705 Van Dunk Place, #103, Holmen, Wisconsin. From January 2004 to March 2004, he was training to be a franchise consultant. From August 1991 through January 2004, he was Senior VP of

Franchise Operations and Minority Owner of Kitchen Solvers, Inc. in Lacrosse, Wisconsin.

Dream Maker & Associates, LLC

Dream Maker & Associates, LLC is a Maryland limited liability corporation formed in March 2005 and located in Towson, Maryland. Dream Maker & Associates, LLC has rendered consulting services as an independent contractor with FranChoice since March 2005.

Managing Partner: Britton "Britt" A. Schroeter

Ms. Schroeter has been Managing Partner of Dream Maker & Associates, LLC since its inception in March 2005 and has been an Independent Franchise Consultant with FranChoice since January 2002. Ms. Schroeter is located at 1615 Dennis Avenue, Towson, Maryland. Ms. Schroeter has been an Independent Consultant for Franchise Development Systems, Inc. since July 1999. From June 2000 to December 2001, she also was Vice President of Franchise Development of Kiddie Academy International, Inc., located in Bel Air, Maryland.

DTarrant & Associates

DTarrant & Associates is a corporation formed in March 2003 and located in Aurora, Colorado. DTarrant & Associates has rendered consulting services as an independent contractor with FranChoice since March 2003.

Owner/President: Debbie Tarrant

Ms. Tarrant has been Owner/President of DTarrant & Associates since its inception in March 2003 and has been an Independent Franchise Consultant with FranChoice since February 2003. Ms. Tarrant is located at 21447 E. Ottawa Circle, Aurora, Colorado. From September 2000 to February 2003, Ms. Tarrant served as a Sr. Field Business Consultant for Money Mailer located in Denver, Colorado.

eADVANTAGE 4U, LLC

eADVANTAGE 4U, LLC is an Ohio limited liability corporation formed in July 2000 and located in Dublin, Ohio. eADVANTAGE 4U, LLC has rendered consulting services as an independent contractor with FranChoice since May 2004.

President: Laurel Israel Sturm

Ms. Sturm has been President and sole managing member of eAdvantage4U since its inception in July 2000. Ms. Sturm is located at 5511 Aryshire Court, Dublin, Ohio. From April 2001 to April 2004, she was General Counsel for Escape Enterprises, Ltd., Columbus, Ohio. From July 2000 to March 2002, she was General Counsel for M-E Companies in Westerville, Ohio. From April 1999 to December 2002, she was Adjunct Faculty and Director of E-Business Leadership Forum at Otterbein College in Westerville, Ohio.

FranCoach, Inc.

FranCoach, Inc. is a Colorado corporation formed in May 2005 and located in Arvada, Colorado. FranCoach, Inc. has rendered consulting services as an independent contractor with FranChoice since June 2005.

President: Scott Jones

Mr. Jones has been President of FranCoach, Inc. since its inception in May 2005. Mr. Jones is located at 13245 W. 67th Place, Arvada, Colorado. From January 2003 to present, he was President and CEO of Healthy Inspirations of Arvada, Colorado. From November 1994 to December 2002, he was CEO for Sonsio of Wheatridge, Colorado.

Franfinders, LLC.

Franfinders, LLC is a Wisconsin limited liability corporation formed in January 2002 and located in Mequon, Wisconsin. Franfinders, LLC has rendered consulting services as an independent contractor with FranChoice since January 2002.

Principal: Marc Cayle

Mr. Cayle has been Principal of Franfinders, LLC since its inception January 2002 and has been an Independent Franchise Consultant with FranChoice since April 2000. Mr. Cayle is located at 11668 North Bobolink Lane, Mequon, Wisconsin. From April 2000 to February 2001 he was also in sales for Franchise Development Center in Atlanta, GA.

First Franchise Associates, LLC.

First Franchise Associates, LLC is an Arizona limited liability corporation formed in March 2000 and located in Cave Creek, Arizona. First Franchise Associates, LLC has rendered consulting services as an independent contractor with FranChoice since November 2002.

Managing Member: Richard C. Pope

Mr. Pope has been Managing Member of First Franchise Associates, LLC since its inception March 2000. Mr. Pope is located at 5902 E. Rancho Del Oro Court, Cave Creek, Arizona.

Franchise Central, Inc.

Franchise Central, Inc. is a corporation formed in 1995 and located in Surprise, Arizona. Franchise Central, Inc. has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Alan S. Hoffman

Mr. Hoffman has been president of Franchise Central Inc. since its inception in 1995. He is located at 14983 W. Gentle Breeze Way, Surprise, Arizona. From December 2003 to February 2006, Mr. Hoffman was an independent contractor for FranchiseBuyer, Portsmouth, New Hampshire.

Vice President: Stacey Arden Mehl

Ms. Mehl has been vice president of Franchise Central, Inc. since September 2000. She is located at 14983 W. Gentle Breeze Way, Surprise, Arizona. From December 2003 to

February 2006, she was also an independent consultant with FranchiseBuyer, Portsmouth, New Hampshire.

FranchiseCoach, LLC

FranchiseCoach, LLC is an Arizona limited liability corporation formed in April 2001 and located in Flagstaff, Arizona. FranchiseCoach, LLC has rendered consulting services as an independent contractor with FranChoice since October 2003.

President: John Stigmon

Mr. Stigmon has been President of FranchiseCoach, LLC since its inception in April 2001. Mr. Stigmon is located at 1000 N. Humphreys Street, Flagstaff, Arizona. From April 2001 to the present, Mr. Stigmon has been President of FranchiseCoach, LLC in Flagstaff, Arizona. From July 2000 to April 2001 he was unemployed.

Franchise Locators, Inc.

Franchise Locators, Inc. is a Georgia corporation formed in January 2004 and located in Augusta, Georgia. Franchise Locators, Inc. has rendered consulting services as an independent contractor with FranChoice since August 2005.

President: Anna Wilds

Ms. Wilds has been President of Franchise Locators, Inc. since its inception in January 2004. Her business is located at 2500 Lyndale Street, Augusta, Georgia. From January 2004 to present, she has been President of Franchise Locators, Inc. of Augusta, Georgia. From February 2001 to December 2003, she was unemployed in Augusta, Georgia. From August 1996 to January 2001, she was President of JACO Medical Equipment, Inc. in Augusta, Georgia.

Franchise Sales Consultants, Inc.

Franchise Sales Consultants, Inc. is a corporation formed in 2000 and located in Coral Springs, Florida. Franchise Sales Consultants, Inc. has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Michael G. Kalleres

Mr. Kalleres has been president of Franchise Sales Consultants, Inc. since its inception in 2000. He is located at 969 Cascades Park Trail, DeLand, Florida. From November 2004 to February 2006, he was an independent franchise consultant with FranchiseBuyer, Portsmouth, New Hampshire.

Franchise Sales Consultant, LLC

Franchise Sales Consultant, LLC, is a limited liability company formed in February 2004 and located in Northville, Michigan. Franchise Sales Consultant, LLC has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Steven E. Gossard

Mr. Gossard has been president of Franchise Sales Consultant, LLC, since its inception in 2004. He is located at 44915 Galway Dr., Northville, Michigan. From February 2004 to February 2006, he was an independent franchise consultant with FranchiseBuyer,

Portsmouth, New Hampshire. From March 2003 to February 2004, Mr. Gossard was a franchise sales consultant with The Coffee Beanery, Flushing, Michigan. From April 2001 to March 2003, he was vice president of Deadsolid Golf, Altoona, Pennsylvania. From February 2001 to March 2001 he was unemployed. From November 1993 to February 2001, he was vice president of sales for ProGolf of America, Farmington Hills, Michigan.

Fran-Quest, Inc.

Fran-Quest, Inc. is a California company formed in January 2006 and located in Rancho Santa Margarita, California. Fran-Quest, Inc. has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Richard Luna

Mr. Luna has been president of Fran-Quest, Inc. since its inception in 2006. He is located at 6 Altivo, Rancho Santa Margarita, California. From January 2006 to March 2006, he was unemployed while in training for FranChoice in Rancho Santa Margarita, California. From July 2002 to January 2006 he was director of licensing for Budget Blinds, Orange California. From April 1996 to June 2002 he was director of business development for Future Computing, Yorba Linda, California.

GC Alliance, LLC

GC Alliance, LLC is a Virginia limited liability corporation formed in March 2003 and located in Warrenton, Virginia. GC Alliance, LLC has rendered consulting services as an independent contractor with FranChoice since November 2003.

Manager: George Knauf

Mr. Knauf has been Manager of GC Alliance, LLC since its inception. Mr. Knauf is located at PO Box 3165, Warrenton, Virginia. From May 2002 to October 2003, he was Managing Partner of USOpt in Warrenton, Virginia. From March 2001 to October 2003, he was Managing Partner of Netspace, No. Virginia in Fairfax, Virginia. From February 2000 to March 2001 he was Franchise Director for Netfran Development Corp., Miami, Florida.

GroupOne, Inc.

GroupOne, Inc. is a Washington corporation formed in January 2005 and located in Vancouver, Washington. GroupOne, Inc. has rendered consulting services as an independent contractor with FranChoice since March 2005.

President/Owner: Jay Schlake

Mr. Schlake has been President/Owner of Group One Inc. since its inception January 2005. Mr. Schlake is located at 11216 NE 104th Street, Vancouver, Washington. From February 2005 to March 2005, he was unemployed. From March 2004 to January 2005, he was Vice President of Operations, for KnowledgePoints in Portland, Oregon. From January 2004 to March 2004, he was unemployed. From June 1995 to December 2003, he was Senior Vice President of Business Services for Papa Murphy's Pizza in Vancouver, Washington.

J.A. Adams & Associates, Inc.

J.A. Adams & Associates, Inc. is a Georgia corporation located in Acworth, Georgia and formed in August 2002. J.A. Adams & Associates has rendered consulting services as an independent contractor with FranChoice since September 2002.

President: Jacalynn A. Adams

Ms. Adams has been with J.A. Adams & Associates since its inception in August 2002. Ms. Adams is located at 6259 Braidwood Way, Acworth, Georgia. From September 2000 to September 2002, Ms. Adams was Director of Franchise Operations for Regus Business Centers in Atlanta, Georgia.

JAG & Associates, Inc.

JAG & Associates, Inc. is a Maryland corporation formed in March 1996 and located in Glen Arm, Maryland. JAG & Associates, Inc. Associates has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Jackie Gallagher

Ms. Gallagher has been with JAG & Associates, Inc. since its inception in March 1996. She is located at 4329 Conifer Court, Glen Arm, Maryland. From June 2003 to February 2006, Ms. Gallagher was an independent contractor for FranchiseBuyer, Portsmouth, New Hampshire.

JayGee Enterprises, Inc.

JayGee Enterprises, Inc. is a Maryland corporation formed in October 1995 and located in Arnold, Maryland. JayGee Enterprises, Inc. has rendered consulting services as an independent contractor with FranChoice since January 2004.

James Sebastiano, President

Mr. Sebastiano has been President of JayGee Enterprises, Inc. since its inception in 1995. Mr. Sebastiano is located at 1290 Bay Dale Drive, Arnold, Maryland. From September 2002 to present, he has been a Franchise Owner of Money Mailer located in Glenburnie, Maryland. From April 2002 to August 2002, he was unemployed. From January 2001 to March 2002, he was Vice President of The Cleaning Authority in Columbia, Maryland.

J. d'Auguste and Associates, Inc.

J. d'Auguste and Associates, Inc. is a South Dakota corporation formed in July 2004 and located in Dakota Dunes, South Dakota. J. d'Auguste and Associates, Inc. has rendered consulting services as an independent contractor with FranChoice since August 2005.

President: J. d'Auguste

Mr. d'Auguste has been President of J. d'Auguste and Associates, Inc. since its inception in July 2004. Mr. d'Auguste is located at 1036 Pebble Beach Drive, Dakota Dunes, South Dakota. From May 2005 to July 2005, he was Owner of J. d'Auguste and Associates, Inc., dba Accelerated Business Results in Dakota Dunes, South Dakota. From July 2004 to April 2005, he was Owner of J. d'Auguste and Associates, Inc., dba Action International of Virginia, in Dakota Dunes, South Dakota. From February 2004

to June 2004, he was unemployed in Dakota Dunes, South Dakota. From July 2003 to January 2004, he was Owner of Wegher Construction in North Sioux City, South Dakota. From May 2002 to July 2003, he was unemployed in North Sioux City, South Dakota. From March 2001 to April 2002, he was President of Imaging Diagnostic in Plantation, Florida. From March 2001 to June 2001, he was Owner of J. d'Auguste and Associates, LLC in McLean Virginia. From December 1999 to February 2001, he was Founder/CEO of Revonet in McLean, Virginia.

Jim Bentley Consulting, LLC

Jim Bentley Consulting, LLC is an Arizona limited liability company located in Phoenix, Arizona and formed in June 2004. Jim Bentley Consulting, LLC has rendered consulting services as an independent contractor with FranChoice since June 2004.

President: James Bentley

Mr. Bentley has been with Jim Bentley Consulting, LLC since its inception June 2004 and has been an Independent Franchise Consultant with FranChoice since September 2003. Mr. Bentley is located at 1224 East Peoria Avenue, Phoenix, Arizona. From February 1998 to July 2003, he was General Manager for Alphagraphics in Tempe, Arizona.

Jorgenson Companies, LLC.

Jorgenson Companies, LLC is a Maryland limited liability corporation formed in November 2002 and located in Glenwood, Maryland. Jorgenson Companies, LLC has rendered consulting services as an independent contractor with FranChoice since November 2002.

Member: John M. Jorgenson

Mr. Jorgenson has been a Member of Jorgenson Companies, LLC since its inception in November 2002 and has been an Independent Franchise Consultant for FranChoice since November 2001. Mr. Jorgenson is located at 3060 Route 97, #180, Glenwood, Maryland. Since July 1991, he has also been a General Partner with The Chase Group located in Rockville, Maryland.

JW Consulting, LLC

JW Consulting, LLC is a Michigan limited liability corporation formed in May 2005 and located in Bloomfield Hills, Michigan. JW Consulting, LLC has rendered consulting services as an independent contractor with FranChoice since May 2005.

President: Jeffrey A. Welsh

Mr. Welsh has been President/Member of JW Consulting, LLC since its inception in May 2005 and has been an Independent Franchise Consultant with FranChoice since November 2004. He is located at 4683 Brafferton Drive, Bloomfield Hills, Michigan. From September through October 2004, he was unemployed. From January 2002 until August 2004, he was executive director of the Independent Organization of Little Caesar Franchisees in Troy, Michigan. From March 2000 to December 2001, he was Executive VP and COO for A Thousand Points of Knowledge in Spokane, Washington.

Kaiser & Associates, LLC.

Kaiser & Associates, LLC is a Minnesota limited liability corporation formed in January 2001 and located in Edina, Minnesota. Kaiser & Associates, LLC has rendered consulting services as an independent contractor with FranChoice since November 2001.

President: William H. Kaiser

Mr. Kaiser has been President of Kaiser & Associates, LLC since its inception in April 2001. Mr. Kaiser is located at 4238 Crocker Avenue, Edina, Minnesota. He has been the President of Kaiser & Associates, LLC since January 2001.

Kempke Consulting LLC

Kempke Consulting LLC is a limited liability company formed in August 2005 and located in Mesa, Arizona. Kempke Consulting LLC as rendered consulting services as an independent contractor with FranChoice since March 2006.

Owner: Bill Kempke

Mr. Kempke has been the owner of Kempke Consulting LLC since its inception in 2005. He is located at 5863 E. Boston Street, Mesa, Arizona. From August 2005 to February 2006, he was an independent franchise consultant with FranchiseBuyer, Portsmouth, New Hampshire. From October 1999 to July 2005 he was a franchise sales executive for Re-Bath LLC, located in Mesa, Arizona.

KMKS, LLC

KMKS, LLC is a New Jersey limited liability corporation formed in March 2004 and located in Medford, New Jersey. KMKS, LLC has rendered consulting services as an independent contractor with FranChoice since March 2004.

President: Seth N. Schonberg

Mr. Schonberg has been President of KMKS, LLC since its inception in March 2004 and has been an Independent Franchise Consultant for FranChoice since June 2002. Mr. Schonberg is located at 5 Dufton Drive, Medford, New Jersey. From January 1993 to June 2002, Mr. Schonberg was employed as the Senior Vice President of Development for United Financial Services located in Philadelphia, PA.

Kovach & Associates, LLC

Kovach & Associates, LLC is a Colorado limited liability corporation formed in June 2003 and located in Boulder, Colorado. Kovach & Associates, LLC has rendered consulting services as an independent contractor with FranChoice since June 2003.

President: Mark Kovach

Mr. Kovach has been President of Kovach & Associates, LLC since its inception June 2003 and has been an Independent Franchise Consultant with FranChoice since March 2001. Mr. Kovach is located at 920 10th Street, Boulder, Colorado. From June 2000 to March 2001, Mr. Kovach was President of MJK Properties, San Francisco, California.

Kris Nieb & Associates, LLC

Kris Nieb & Associates, LLC is a Colorado limited liability corporation formed in May 2005 and located in Arvada, Colorado. Kris Nieb & Associates, LLC has rendered consulting services as an independent contractor with FranChoice since May 2005.

President: Kristofer T. Nieb

Mr. Nieb has been President of Kris Nieb & Associates, LLC since its inception in May 2005 and has been an Independent Franchise Consultant with FranChoice since April 2005. Mr. Nieb is located at 8304 Field Court, Arvada, Colorado. From January 2005 to March 2005, he was unemployed in Arvada, Colorado. From August 2003 to December 2004, he was Development Manager for Maui Wowi Fresh Hawaiian Blends located in Littleton, Colorado. From June 2001 to March 2003, he was Director of Franchise Support for Maui Wowi Fresh Hawaiian Blends in Littleton, Colorado. From June 2000 to March 2003, he was an Owner of Maui Wowi Fresh Hawaiian Blends in Littleton, Colorado. From June 2001 to present, he was Owner of K&A Services, Inc. located in Arvada, Colorado.

KRM Consulting, LLC.

KRM Consulting, LLC is a New Jersey limited liability corporation formed in April 2002 and located in Monroeville, New Jersey. KRM Consulting, LLC has rendered consulting services as an independent contractor with FranChoice since April 2002.

President: Karol R. Mercurio

Ms. Mercurio has been President of KRM Consulting LLC since its inception in April 2002 and has been an Independent Franchise Consultant with FranChoice since July 2000. Ms. Mercurio is located at 104 Quail Court, Monroeville, New Jersey.

LDK Enterprises

LDK Enterprises is a Michigan corporation formed in April 2005 and located in Rochester Hills, Michigan. Since June 2005, LDK Enterprises has rendered consulting services as an independent contractor with FranChoice.

President: Lawrence Klukowski

Mr. Klukowski has been President of LDK Enterprises since its inception in April 2005. Mr. Klukowski is located at 2784 Murfield Court, Rochester, Michigan. From November 1988 to February 2005, he was President of Cartex, Ltd., Sterling Heights, Michigan. From February 2005 to April 2005 he was unemployed in Rochester Hills, Michigan.

Louis M. Lavetan, LLC

Louis M. Lavetan, LLC is a Pennsylvania limited liability corporation formed in June 2004 and located in York, Pennsylvania. Since June 2004, Louis M. Lavetan, LLC has rendered consulting services as an independent contractor with FranChoice.

Managing Member: Louis Lavetan

Mr. Lavetan has been Managing Member of Louis M. Lavetan, LLC since its inception and has been an Independent Franchise Consultant for FranChoice since March 2004. Mr. Lavetan is located at 335 Harvest Field Lane, York, Pennsylvania. From January 2004 to March 2004, he was training to become a franchise consultant. From July 2003

to December 2003, he was Owner of Lou's Car Service in Boca Raton, Florida. From April 2003 to July 2003, he was unemployed. From July 2002 to April 2003, he was Business Development Director for DCTYD, Baltimore, Maryland. From March 2001 to July of 2002, he was a Partner in BBAD, LLC located in York, Pennsylvania.

MAAD Marketing Company

MAAD Marketing Company is an Illinois corporation located in Indian Wells, California formed in October 1994. Since October 2002, MAAD Marketing Company has rendered consulting services as an independent contractor with FranChoice.

Owner: Mary Anne Schultz

Ms. Schultz has been Owner of MAAD Marketing Company since its inception October 1994. Ms. Schultz is located at 75-719 Valle Vista, Indian Wells, California. From October 1994 to August 2002, Ms. Schultz was the Owner/Operator of a Money Mailer franchise located in Palatine, Illinois.

Vice President: Richard L. Bissell

Mr. Bissell has been Vice President of MAAD Marketing Company since its inception October 1994. Mr. Bissell is located at 75-719 Valle Vista, Indian Wells, California. From October of 1994 to October 2002, Mr. Bissell was an Owner of a Money Mailer franchise based out of Palatine, Illinois.

Majic Franchise Development, LLC

Majic Franchise Development, LLC is an Arizona limited liability corporation formed in May 1995 and located in Scottsdale, Arizona. Majic Franchise Development, LLC has rendered consulting services as an independent contractor with FranChoice since January 2005.

Member: Mark Savel

Mr. Savel has been Member of Majic Franchise Development, LLC since its inception in May 1995. Mr. Savel is located at 18701 E. Vista Bonita Drive, #125, Scottsdale, Arizona.

Mark J. Pasma, Inc.

Mark J. Pasma, Inc. is a Michigan corporation formed in January 1988 and located in Hudsonville, Michigan. Since March 2001, Mark J. Pasma, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Mark J. Pasma

Mr. Pasma has been President of Mark J. Pasma, Inc. since its inception January 1988. Mr. Pasma is located at 2740 Barry Street, Hudsonville, Michigan. Since September 2000, Mr. Pasma has been self-employed as a consultant in Grand Rapids, Michigan.

Matthew J. Stevens & Associates, Inc.

Matthew J. Stevens & Associates, Inc. is an Ohio corporation formed in February 2003 and located in Columbus, Ohio. Since February 2003, Matthew J. Stevens & Associates, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Matthew J. Stevens

Mr. Stevens has been President of Mathew J. Stevens & Associates, Inc. since its inception in February 2003 and has been an Independent Franchise Consultant with FranChoice since September 2001. Mr. Stevens is located at Box 44934 Hiltop Station, Columbus, Ohio. Since September 2001 he has also been the President of Suhey Investment Group Inc. From September 1998 until September 2001, he was a Developer with Franchise Development Center located in Atlanta, Georgia.

Melaney Marketing, Inc.

Melaney Marketing, Inc. is a Utah corporation formed in January 2004 and located in West Haven, Utah. Since November 2005, Melaney Marketing, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Brian Melaney

Mr. Melaney has been President of Melaney Marketing (a single proprietorship until January 2004) since its inception in 1986. Mr. Melaney is located at 2863 West 3775 South, West Haven, Utah.

MG Consulting, Inc.

MG Consulting, Inc. is a Utah corporation formed in August 2005 and located in Layton, Utah. Since August 2005, MG Consulting, Inc. has rendered consulting services as an independent contractor with FranChoice.

Principal: Mark R. Gilleland

Mr. Gilleland has been Principal of MG Consulting, Inc. since its inception in August 2005. Mr. Gilleland is located at 1373 N. Child, Layton, Utah. From March 2003 to July 2005, he was a Sales Manager for YESCO located in Salt Lake City, Utah. From December 2002 to March 2003 he was unemployed in Layton, Utah. From June 1997 to December 2002, he was VP of Leasing for Sadies/INVU in Bountiful, Utah.

MML Franchise Marketing, Inc.

MML Franchise Marketing, Inc. is a Florida corporation formed in December 2003 and located in Lakewood, Colorado. MML Franchise Marketing, Inc. has rendered consulting services as an independent contractor with FranChoice since January 2004.

President: Melissa Lewis

Ms. Lewis has been President of MML Franchise Marketing, Inc. since its inception in December 2003. Ms. Lewis is located at 14471 West Center Drive, Lakewood, Colorado. From August 2003 to December 2003, she was unemployed. From September 2001 to August 2003, she was Director of Marketing for Maui Wowi in Littleton, Colorado. From September 2000 to September 2001, she was Account Manager for Xerox Corp. in Chicago, Illinois.

Morventures LTD a limited partnership by Mortex Enterprises Inc., its general partner

Morventures LTD is a Texas limited partnership formed in October 2005 and located in Austin, Texas. Since October 2005, Morventures LTD has rendered consulting services as an independent contractor with FranChoice.

President: Sarah S. Morgan

Ms. Morgan has been President of Mortex Enterprises, Inc., Morventures LTD since its inception in October 2005 and has been an Independent Franchise Consultant with FranChoice since May 2003. Ms. Morgan is located at 8509 Zyle Road, Austin, Texas. From January 2003 to May 2003, Ms. Morgan was unemployed while seeking and establishing this career opportunity. From April 2002 to December 2002 she was a Franchise Sales Director with Computer Moms International of Austin, Texas. From August 2001 to March 2002, she was self-employed as a Consultant for 1411, Inc. of Austin, Texas. From January 2000 to July 2001 she held the position of Vice President of Market Development for Access Tech Services in Ann Arbor, Michigan.

Mustard Seed, Inc.

Mustard Seed, Inc. is a New York corporation formed in October 2001 and located in Wantagh, New York. Since June 2005, Mustard Seed, Inc. has rendered consulting services as an independent contractor with FranChoice.

Vice President: Thomas Scarda

Mr. Scarda has been Vice President of Mustard Seed, Inc. since its inception in October 2001. Mr. Scarda is located at 3404 Homestead Avenue, Wantagh, New York. From April 2000 to present he was self-employed in New York, New York.

Neyer & Associates, Inc.

Neyer & Associates, Inc. is a California corporation formed in November 1997 and located in San Clemente, California. Since June 2002, Neyer & Associates, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Nelson D. Neyer

Mr. Neyer has been President of Neyer & Associates, Inc. since its inception in November 1997. Mr. Neyer is located at 2502 Calle Jade, San Clemente, California. Since June 1986, Mr. Neyer has also been President of Neyer & Associates, Inc. From March 2000 to May 2002, he was employed as a Franchise Sales Representative for Budget Blinds located in Orange, California.

On Eagle's Wings LLC

On Eagle's Wings LLC is an Idaho limited liability company formed in June 1997 and located in Eagle, Idaho. On Eagle's Wings LLC has rendered consulting services as an independent contractor with FranChoice since April 2000.

Member and Manager: Jerry Sullivan

Mr. Sullivan has been Member/Manager of On Eagle's Wings LLC since its inception in June 1997. Mr. Sullivan is located at 1736 N. Clarendon Way, Eagle, Idaho. Since 1997, he has been the Owner of On Eagle's Wings, located in Eagle, Idaho.

Oxford Consulting Group, Inc.

Oxford Consulting Group, Inc. is a North Carolina corporation formed in November 2001 and located in Oxford, North Carolina. Since June 2001, Oxford Consulting Group, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: David D. "Chip" Fudge

Mr. Fudge has been President of Oxford Consulting Group, Inc. since its inception in 2001. Mr. Fudge is located at 4146 Sawmill Road, Oxford, North Carolina. From April 2000 until June 2001 he was unemployed while researching businesses for purchase. From October 1999 until April 2000 he was the VP of Sales for Charles & Colvand, Inc. located in Morrisville, North Carolina.

Secretary: Betty Fudge

Since June 2001, Ms. Fudge has been an Independent Franchise Consultant FranChoice. Ms. Fudge has been Secretary of Oxford Consulting Group, Inc. since its inception in 2001. Ms. Fudge is located at 107 Planters Place, Oxford, North Carolina. From June 1999 to June 2001 Betty took time off to stay home with her young children.

Patrick Consulting, LLC

Patrick Consulting, LLC is a limited liability company formed in September 2005 and located in Baldwin, Maryland. Patrick Consulting, LLC as rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Delanie "Pat" Patrick

Mr. Patrick has been president of Patrick Consulting, LLC since its inception in 2005. He is located at 13612 Alliston Drive, Baldwin, Maryland. From September 2005 to February 2006, he was an independent franchise consultant with FranchiseBuyer, Portsmouth, New Hampshire. From August 1991 to July 2005 he was managing partner of Patrick & Associates, LP, located in Timonium, Maryland. From January 1989 to March 2005 he was a managing partner for Child Development, LP, located in Baldwin, Maryland.

PMeyer & Associates

PMeyer & Associates is a Colorado corporation formed in November 2004 and located in Broomfield Colorado. PMeyer & Associates has rendered consulting services as an independent contractor with FranChoice since November 2004.

Principal: Patty Meyer

Ms. Meyer has been Principal of PMeyer & Associates since its inception in November 2004 and has been an Independent Franchise Consultant for FranChoice since September 2003. Ms. Meyer is located at 8440 West 106th Avenue, Broomfield, Colorado. From

January 2003 to August 2003, she was Manager of Franchise Development for Maui Wowi in Littleton, Colorado. From May 2002 to December 2002, she was VP of Western Development for Charley's Grilled Subs in Columbus, Ohio. From March 2002 to May 2002 she was unemployed. From March of 1994 to March 2002 she was VP of Franchise Development of Quizno's Subs in Denver, Colorado.

Preferred Development, Inc.

Preferred Development, Inc. is a Georgia company formed in July 2002 and located in Roswell, Georgia. Since March 2006, Preferred Development, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Tom Camplese

Mr. Camplese has been President of Preferred Development, Inc. since its inception in July 2002 and has been an Independent Franchise Consultant for FranChoice since March 2006. Mr. Camplese is located at 540 Wheatridge Bluff, Roswell, Georgia. From January 2006 until March 2006, he was unemployed while in FranChoice training, Roswell, Georgia. From October 2002 to December 2005, he was executive vice president for Velocity Sports Performance, Alpharetta, Georgia. From July 2002 to September 2002, he was unemployed in Roswell, Georgia. From July 2000 to June 2002, he was president of OneSource, Marietta, Georgia.

R.E.A.L., LLC

R.E.A.L., LLC is a Florida limited liability corporation located in Bradenton Beach, Florida and formed in January 2003. Since January 2003, Real, LLC has rendered consulting services as an independent contractor with FranChoice.

President: Riccardo J. Bisio

Mr. Bisio has been with R.E.A.L., LLC, dba FranChoice, since its inception January 2003 and has been an Independent Franchise Consultant for FranChoice since October 2002. Mr. Bisio is located at 2414 Avenue A, Bradenton Beach, Florida. From May 2000 to August 2002, he was a VP of Global Development for Environmental Biotech in Sarasota, Florida.

R.D.G. Franchise Consultant, Inc.

R.D.G. Franchise Consultant, Inc. is a corporation formed in 2005 and located in Burton, Michigan. Since March 2006 R.D.G. Franchise Consultant, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Robert D. Gannon

Mr. Gannon has been president of R.D.G. Franchise Consultant, Inc. since its inception in 2005. He is located at G-4127 S. Saginaw Street, Burton, Michigan. From April 2005 to February 2006, he was an independent franchise consultant with FranchiseBuyer, Portsmouth, New Hampshire. Since September 1976 to present he has been vice president of The Gas Co., Inc., located in Burton, Michigan.

R. Johnson Associates, Inc.

R. Johnson Associates, Inc. is a Florida corporation formed in April 2005 and located in Poinciana, Florida. R. Johnson Associates, Inc. has rendered consulting services as an independent contractor with FranChoice since April 2005.

President: Robert S. Johnson

Mr. Johnson has been President of R. Johnson Associates, Inc. since its inception in April 2005 and has been an Independent Franchise Consultant with FranChoice since January 2002. Mr. Johnson is located at 525 Santavita Place, Poinciana, Florida. From June 2001 to December 2001, he was Account Executive of Lawn Doctor, located in Holmdel, New Jersey. From March 2000 to October 2001, Mr. Johnson was Vice President of Operations for Mark of Excellence Remodeling, located in Freehold, New Jersey. From March 1979 to December 2001, he was President of R. Johnson Association, Inc., located in Pittstown, New Jersey.

RLR Consulting, LLC

RLR Consulting, LLC is an Illinois limited liability corporation formed in January 2005 and located in Geneva, Illinois. Since January 2005, RLR Consulting, LLC has rendered consulting services as an independent contractor with FranChoice.

Owner: Robin Rachal-Gray

Ms. Gray has been Owner of RLR Consulting, LLC since its inception January 2005. Ms. Gray is located at ON284 Sulley Square, Geneva, Illinois. She was unemployed in December 2004. From October 2002 to November 2004, she was Director of Sales for Carvel Ice Cream. From October 1999 to October 2002, she was Director of Sales for Mrs. Fields in Salt Lake City, Utah.

RoBen Associates LLC

RoBen Associates LLC is a Nevada limited liability corporation formed in December 2003 and located in Henderson, Nevada. RoBen Associates LLC has rendered consulting services as an independent contractor with FranChoice since December 2003.

Manager: Kenneth A. Ross

Mr. Ross has been Manager of RoBen Associates LLC since its inception in December 2003 and has been an Independent Franchise Consultant with FranChoice since August 2001. Mr. Ross is located at 35 Plum Hollow Drive, Henderson, Nevada. July 2001 he was unemployed. From May 2000 to June 2001, he was Director of Sales for Webprint, located in San Bruno, California. From April 1999 to May 2000, Mr. Ross was Vice President of Sales for Post Net, Inc., located in Las Vegas, Nevada.

Seiber & Associates, Inc.

Seiber & Associates, Inc. is a Texas corporation formed in May 1999 and located in Fort Worth, Texas. Since April 2000, Seiber & Associates, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Geoffrey Seiber

Mr. Seiber has been President of Seiber & Associates since its inception in May 1999. Mr. Seiber is located at 777 Main Street, Suite 600, Fort Worth, Texas. From November 2004 to February 2005 he was also COO of KnowledgePoints in Portland, Oregon.

Shafritz & Associates, LLC.

Shafritz & Associates, LLC is a Michigan limited liability corporation formed in October 2001 and located in Huntington Woods, Michigan. Shafritz & Associates, LLC has rendered consulting services as an independent contractor with FranChoice since April 2002.

Managing Member: Jeffrey L. Shafritz

Mr. Shafritz has been Member of Shafritz & Associates, LLC since its inception in October of 2001 and has been an Independent Franchise Consultant with FranChoice since April 2002. Mr. Shafritz is located at 10485 Vernon Avenue in Huntington Woods, Michigan. Since October 2001, he has been the Member of Shafritz & Associates, LLC. From January 2001 until September 2001, he was the Franchise Sales Director at Regus Business Centers in Troy, Michigan. From March 1993 until January 2001 he was Director of Franchise Sales for The Athlete's Foot Group. (*Please see attached Disclosure Addendum noted as "Litigation"*).

Smart Choice Franchising, LLC

Smart Choice Franchising, LLC is an Arizona limited liability company formed in October 2004 and located in Payson, Arizona. Since October 2004, Smart Choice Franchising, LLC has rendered consulting services as an independent contractor with FranChoice.

Statutory Agent: John A. Landino

Mr. Landino has been Statutory Agent for Smart Choice Franchising since its inception October 2004 and has been an Independent Franchise Consultant for FranChoice since November 2001. Mr. Landino is located at 217 E. Hwy 260, #116, Payson, Arizona. From October 1998 until November 2001 he was the President of Success Dynamics, located in Payson, Arizona.

Member: Nancy H. Landino

Ms. Landino has been a Member of Smart Choice Franchising since its inception October 2004 and has been an Independent Franchise Consultant for FranChoice since November 2000. Ms. Landino is located at 217 E. Hwy 260, #116, Payson, Arizona. From August 2000 until October 2000 she was the Vice President of Franchising for Score, located in Oakland, California.

Spirit of the Mountains, Inc.

Spirit of the Mountains, Inc. is a Tennessee corporation formed in October 2005 and located in Gatlinburg, Tennessee. Spirit of the Mountains, Inc. has rendered consulting services as an independent contractor with FranChoice since October 2005.

President: Mason Clinton

Mr. Clinton has been President of Spirit of the Mountains, Inc., since its inception October 2005 and has been an Independent Franchise Consultant with FranChoice since October 2003. Mr. Clinton is located at 366 St. Andrew's Way, Gatlinburg, Tennessee. From January 2000 to September 2003, he was Partner of Creative Telecom in Gatlinburg, Tennessee.

TDB Consulting, Inc.

TBD Consulting is a Georgia corporation located in Loganville, Georgia and formed in December 2003. Since December 2003, TDB Consulting, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Theresa M. Barber

Ms. Barber has been with TDB Consulting, Inc. since its inception in December 2003 and has been an Independent Franchise Consultant with FranChoice since January 2003. Ms. Barber is located at 4684 Pine Drive, Loganville, Georgia. From May 2000 to January 2003, she was a franchise advisor for Netspace, located in Miami, Florida.

Think Big Michael, LLC

Think Big Michael, LLC is a limited liability company formed in January 2000 and located in Springfield, New Jersey. Think Big Michael, LLC as rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Michael Ledwitz

Mr. Ledwitz has been president of Think Big Michael, LLC since its inception in 2000. He is located at 445 Morris Avenue, Apt. A-8, Springfield, New Jersey. From October 2005 to February 2006, he was an independent franchise consultant with FranchiseBuyer, Portsmouth, New Hampshire. From April 2004 to January 2005 he was in franchise sales for Lawn Doctor, Holmdel, New Jersey. From August 2001 to October 2003, he was in franchise sales for Weichert Realtors, Morris Plains, New Jersey. From January 1999 to July 2001 he was in franchise sales for C21/Coldwell Banker, Parsippany, New Jersey.

T. McLane Enterprises, Inc.

T. McLane Enterprises, Inc. is a Virginia corporation formed in November 2004 and located in Chesapeake, Virginia. Since November 2004, T. McLane Enterprises, Inc. has rendered consulting services as an independent contractor with FranChoice.

President: Tana McLane

Ms. McLane has been President of T. McLane Enterprises, Inc., since its inception in November 2004 and has been an Independent Franchise Consultant with FranChoice since April 2004. She is located at P.O. Box 9496, Chesapeake, Virginia. From January

2002 through March 2004, she was Franchise Development Manager for The Cleaning Authority in Columbia, Maryland. From July 2001 through January 2002, she was in franchise development for Tutor Time Child Care Learning Systems, Inc. located in Boca Raton, FL. From January 2001 through July 2001, she was a marketing consultant for Kforce Professional Staffing located in Ft. Lauderdale, FL.

TYKO, Inc.

TYKO, Inc. is a Utah corporation formed in July 2002 and located in Bountiful, Utah. TYKO, Inc. has rendered consulting services as an independent contractor with FranChoice since April 2005.

President: Kevin G. Olson

Mr. Olson has been President of TYKO, Inc. since its inception July 2002. Mr. Olson is located at 1362 E. 1700 S., Bountiful, Utah. From June 2002 to present, he was CEO of TYKO, Inc. in Bountiful, Utah. From February 2000 to May 2002, he was Project Manager for Sadies in Bountiful, Utah.

T.R.K. Franchise Consultant, Inc.

T.R.K. Franchise Consultant, Inc. is a corporation formed in 2005 and located in Burton, Michigan. T.R.K. Franchise Consultant, Inc. has rendered consulting services as an independent contractor with FranChoice since March 2006.

President: Thomas R King

Mr. King has been president of T.R.K. Franchise Consultant, Inc. since its inception in 2005. He is located at 4127 S. Saginaw Street, Burton, Michigan. From April 2005 to February 2006, he was an independent franchise consultant with FranchiseBuyer, Portsmouth, New Hampshire. Since September 1976 he has been vice president of The Gas Co., Inc., Burton, Michigan.

Visionary Business Ventures, Inc.

Visionary Business Ventures, Inc. is a Colorado corporation formed in October 2005 and located in Highlands Ranch, Colorado. Visionary Business Ventures, Inc. has rendered consulting services as an independent contractor with FranChoice since October 2005.

President: Stephen W. Hogan

Mr. Hogan has been President of Visionary Business Ventures since its inception in October 2005 and has been an Independent Franchise Consultant for FranChoice since April 2003. Mr. Hogan is located at 8941 Tappy Toorie Circle, Highlands Ranch, Colorado. From September 1989 to April 2003, Stephen held the position of Director of Franchise Support for PSI, Inc. located in Greenwood Village, Colorado.

Wallace Development, LLC

Wallace Development, LLC is a Colorado limited liability corporation formed in April 2004 and located in Castle Rock, Colorado. Wallace Development, LLC has rendered consulting services as an independent contractor with FranChoice since April 2004.

Principal: Tamyra Wallace

Ms. Wallace has been Principal of Wallace Development, LLC since its inception in April 2004. She is located at 200 S. Wilcox Street, #237, Castle Rock, Colorado. From July 2003 through March 2004, she was facilitator development representative for The Alternative Boards, Denver, Colorado. From May 2003 through June 2003, she was unemployed. From June 2001 through April 2003, she was an owner of a Mr. Handyman franchise in Greenwood Village, Colorado. From July 1998 through September 2001, she was Director of Facilitator Development for The Alternative Board in Denver, Colorado.

Wilmac, Inc.

Wilmac, Inc. is an Arizona corporation formed in 1983 and located in Mesa, Arizona. Wilmac, Inc. has rendered consulting services as an independent contractor with FranChoice since October 2001.

Vice President: Cynthia Wilson

Ms. Wilson has been Vice President of Wilmac, Inc. since its inception in 1983. Ms. Wilson is located at 2322 S. Rogers St. Lot 16, Mesa, Arizona. From September 1997 until September 2001, she was with Computer Services for Westminster Presbyterian Church, located in Westlake Village, California.

Write From The Heart, Inc.

Write From The Heart, Inc. is a California corporation formed in September 2003 and located in La Canada Flintridge, California. Write From The Heart, Inc. has rendered consulting services as an independent contractor with FranChoice since September 2003.

President: Frank de Lucia

Mr. de Lucia has been President of Write From The Heart, Inc. since its inception September 2003 and has been an Independent Franchise Consultant with FranChoice since January 2002. Mr. de Lucia is located at 2222 Foothill Blvd., #D, La Canada Flintridge, California. From November 1997 to January 2002, he was Vice President of Franchise Development for Sir Speedy, Inc., located in Mission Viejo, California.

144 MAN Enterprises, LLC

144 MAN Enterprises, LLC is a limited liability company formed in August 1995 and located in Phoenix, Arizona. 144 MAN Enterprises, LLC as rendered consulting services as an independent contractor with FranChoice since March 2006.

Manager: Scott Grossman

Mr. Grossman has been manager of 144 MAN Enterprises, LLC since its inception in 1995. He is located at 16234 South 37th Way, Phoenix, Arizona. From January 2005 to February 2003, Mr. Grossman was an independent franchise consultant with FranchiseBuyer, Portsmouth, New Hampshire. From July 2003 to January 2005, Mr. Grossman was CEO of Inspect It 1st Franchising, Scottsdale, Arizona. From April 1996 to July 2002, he was employed by White Electronic Designs, Phoenix, Arizona.

8 at 20, Inc.

8 at 20, Inc. is an Illinois corporation formed in January 2003 and located in Rolling Meadows, Illinois. 8 at 20, Inc. has rendered consulting services as an independent contractor with FranChoice since January 2003.

President/Owner: Margaret H. "Meg" Schmitz

Ms. Schmitz has been President/Owner of 8 at 20 Inc. since its inception in January 2003 and has been an Independent Franchise Consultant for FranChoice since October 2002. Ms. Schmitz is located at 5721 Silent Brook Lane, Rolling Meadows, Illinois. From August 1993 until November 2004, she was the owner of Flat Top, Inc. dba Great Clips, with salons located in various locations around Chicago.

801 Partners, Inc.

801 Partners, Inc. is a Massachusetts corporation formed in April 2003 and located in Duxbury, Massachusetts. Since July 2003, 801 Partners, Inc. has rendered consulting services as an independent contractor with FranChoice.

Owner: Betty Anne Fortunato

Ms. Fortunato has been Owner of 801 Partners, Inc. since its inception in April 2003. Ms. Fortunato is located at 78 Indian Trail, Duxbury, Massachusetts. From May 2003 to July 2003, she was unemployed. From September 2000 to May 2003, she was VP of McDonald's Business Unit for Aramark, Inc. in Norwell, Massachusetts.

President: Michael A. Fortunato

Mr. Fortunato has been President of 801 Partners, Inc. since its inception April 2003 and has been an Independent Franchise Consultant with FranChoice since July 2002. Mr. Fortunato is located at 78 Indian Trail, Duxbury, Massachusetts. From February 2002 to July 2002 he was unemployed and searching for a business in franchising. From August 1999 to February 2002 he was employed as Director of Sales & Marketing for Strafford Technology of Boston, Massachusetts.

FRANNET, LLC.

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TO SELL IN THE STATES OF ILLINOIS, WASHINGTON, AND NEW YORK
OR ANY STATE IN WHICH WE ARE NOT REGISTERED TO SELL
FRANCHISES.**

Keld Alstrup joined the Volvo Company in Canada in a management position. He was transferred by Volvo to the United States and served the company for 26 years before leaving the position of Officer and Vice President. Mr. Alstrup holds an MBA degree from Fairleigh Dickinson University. He has lived and worked in Denmark, Canada, Sweden and the U.S. and has been a speaker at local and international HR conferences. He has the FranNet office in Connecticut and New York.

Jack Armstrong has been involved in magazine publishing for 16 years, 12 of which as President and Publisher of Americana magazine. He was also involved in the start-up and launch of New Jersey Monthly magazine and MHQ, Quarterly Journal of Military History. He is currently a full-time franchise consultant in New Jersey.

Daniel Ajzen has a marketing background, and is an outstanding diplomat in International Business. He was awarded the "Golden Sun" twice for the best cultural radio program in Mexico and handles FranNet in Mexico and Central America.

Dan Aronoff is the owner of FranNet of Middle and Eastern Tennessee. He provides free consultations to individuals who are seriously seeking business ownership opportunities. He started his career with Exxon Corporation and held several management positions in Texas, Louisiana and Illinois. Dan joined Kendle International, a pharmaceutical clinical trials organization, where he grew their Chicago territory by adding clinical research talent while also helping to build the human resources infrastructure for the entire corporation. Dan's then worked with consumer-foods giant Kraft Foods, where he managed employee relations and career development responsibilities for the R&D division and played an integral role in merging Nabisco into the Kraft Foods family. For the past three years Dan has worked in the family business (Goldner Associates), a promotional products and advertising specialties company, in an advisory capacity helping with strategic planning, project management and growth initiatives. Dan now owns his own business with FranNet and coaches others on the benefits of owning their own business. Dan graduated with a Bachelors degree in Psychology from Indiana University and a Masters degree in Labor and Industrial Relations from the University of Illinois.

Walter "Chip" Baranowski started his career at Ryder Truck Rental where he spent twelve years both in customer service and in management. He worked his way up the corporate ladder overseeing daily operations of more than 20 people and developing his franchised market by adding more than 150M in revenues over 3 years. He also spearheaded a training program for their business partners in order to provide on-going field support for his customers. After Chip earned his reputation in franchising at Ryder, he moved to National Floor and Window Coverings as the Director of Franchise Development. It was then that he established a relationship with FranNet. Chip was then attracted to Coverall of North America by an opportunity to work as their Regional

Director. He was in charge of daily operations of the regional office as well as the selling of franchises and training of all franchise owners in his area.

Tom Barber has over 35 years of corporate, small business and franchise ownership. Tom's corporate background includes data processing, institutional brokerage, retail services and as Vice President of Continental Airlines. He has owned several businesses in the areas of dry cleaning, commercial laundry operations, tire retread manufacturing. Tom's introduction to FranNet resulted in his purchase of a multi-unit franchise in Wilmington, North Carolina in 2000. He later opened a FranNet office representing coastal North Carolina and South Carolina.

Howard Bassuk is the founder and Chairman of the Franchise Network Group, which he founded in 1987, and has built it to an international group of franchise professionals, currently consisting of over 50 independent offices in 5 countries. Before joining Franchise Network, Bassuk found and was majority stockholder in Data Research Associates, a company specializing in sales and distribution of computer products. During the 11 years that he owned the company, he pushed sales from inception to more than \$30,000,000 prior to selling the company in 1985. Bassuk is very active in the San Diego and franchise communities, serving on the Advisory Committee to the Small Business Development Center and the Chamber of Commerce, and doing his own radio show on business on the San Diego CBS affiliate. Additionally he conducts monthly educational seminars in conjunction with the US Small Business Administration, and other groups. Bassuk is on the Fair Standards committee of the AAFD (American Association of Franchisees and Dealers), as well as a member of the IFA's Council of Franchise Suppliers.

Anne Barr has over 23 years experience in sales and marketing, six years as a franchisee. She has assisted over 350 business owners and purchasers. She holds the designation of Certified Business Intermediary from the International Business Brokers Association and Board Certified Broker from the Texas Association of Business Brokers. Anne is active in professional organizations, networking groups and volunteers for non-profit entities. She has been owner/operator of four successful businesses. She is currently a full-time franchise consultant in Dallas and surrounding area.

Liz Beck has over 15 years of business experience in the areas of administration, operations, training and development. Her experience includes a variety of small startup businesses, large corporations, speaking and teaching assignments, and several years focused on franchise operations and franchise development working directly with the internationally recognized franchise developer of Sylvan Learning Systems. The focus of her business is dedicated to matching the right person to the right business in the State of Idaho, as well as Central and Eastern Washington.

Peter Birnbaum is a Senior Consultant with FranNet Franchise Connection. In addition, he is Vice President of Glamour Secrets of NJ which is a retail beauty fashion franchising company headquartered in Canada. Peter brings over 25 years senior executive experience with regional and international firms. He was a Marketing Director at PricewaterhouseCoopers and New York Life Investment Management. Previously he held Vice-President positions at The Bank of New York and United Jersey Banks. He is

a member of the International Business Brokers Association (IBBA) and several other professional organizations.

Phil Blackstock was born with an entrepreneurial spirit that has served as the foundation for his business career over 25 years. Phil's past achievements include the formation of a Strategic Consulting Alliance to assist a major soft company in restructuring and repositioning their international reseller network. He also started Envirocare, which revolutionized environmental cleaning processes for surfaces areas where petroleum, carbon deposits and other environmentally sensitive contaminants are an issue. Following five years of success, Envirocare was acquired by a large publicly traded company. Phil has lectured, conducted business seminars and entrepreneurial workshops in over 70 major cities throughout the United States and Canada.

Dave Broughton started his career at an auto parts distribution company in London with volume of \$10 million. Over 29 years Dave helped to build this business to over \$250 million in large measure from developing a strong franchise program with over 200 units in Canada. Through Dave's experience with many audit clients and auto parts franchises he has developed expertise in helping individuals to achieve their business goals. Dave is an active member of the Financial Executive Institute, the Ontario Chamber Of Commerce, and the Canadian Professional Sales Association.

Khaled Burgan is the president of Middle East of FranNet, based in Dubai, U.A.E. with offices in Amman, Jordan and in Montreal, Canada. He was owner operator of multiple café bistros for over 11 years with Vanhoutte Inc. In Riyadh, Saudi Arabia, Khaled spent over twelve years, most of which within the business systems and telecommunications market. He was contracted by Aggad Investment Company in order to set up an office systems company. He established Nasco (National Advanced Systems Company) in 1988, in both Riyadh and Jeddah. Prior to that, he was the Area Manager in charge of the entire Saudi Arabian Central Region for Saudi Ericsson. During that time he managed both the service, sales and projects departments. During his mandate, Saudi Ericsson became the Saudi Arabian leader in the sales of up to 10,000 line (PABX) telephone systems. He was also the Manager of Administration and personnel and was in charge of more than 100 employees.

Michael Bush has over 27 years in business working with such companies as Sun Trust Banks, BellSouth, AT&T, MCI, and Expanets, Inc. His work experience includes Sales, Sales Management, Business Management, and Branch Operations for various companies in the Fortune 500. He has also developed several business seminars and workshops for his clients to enhance their management abilities. Michael is the Franchising Advisor for FranNet for the Miami Dade and Monroe Counties in Florida. He holds a B.S. in Marketing and Business Administration from the University of Maryland. He has been active in the Business and Social environment in South Florida since 1977 and has established an active network for referrals.

Cheri Carroll is currently a franchise developer with 21 years of experience in franchising, both as a franchisor and as a franchisee. She was a systems analyst before she began her franchising career with Jack In The Box in 1980 (1400 units, southwest US), eventually becoming Franchise Sales Manager. She went on to become Director of Franchising for Sydney Learning Stores (19 units, Canada), Heidi's Frogen Yozurt (120

units, California), owning her own Heidi's unit as well. Cheri handled the San Diego FranNet office from 1995-1998, then opened her own franchise consulting company as an affiliate to FranNet. She has taught franchising for five years, and she serves as a volunteer with SCORE as well.

Helen Chau established FranNet's first presence in China based in Shanghai. After a successful career working for a US multi-national company for more than 10 years, Helen Chau became a business owner with FranNet. Prior to joining FranNet, Helen worked for Sun Microsystems as the Regional Manager for Asia Pacific based in Hong Kong. For her dedication and commitment to customer service she was awarded the Customer Service Excellence Award in 1993 and Management Spot Light Award in 2002. Helen is an active member of the China Chain-store & Franchise Association, the Shanghai American Chamber of Commerce and the International Franchise Association.

Keith Clem came to FranNet with 15 years of franchise experience. Keith has been a sub-franchisor and franchisee with Maid Brigade since 1989. He started his career out of college working in a family business as a general manager for several of their wholesale magazine and book distribution businesses, where he stayed for fourteen years. He then purchased his own business, he also worked on the Maid Brigade national support team helping to train new franchisees in starting up their new businesses as well training those buying existing franchises. He also provided these new franchises with on going telephone support and helped them to get through that start up phase.

Ken Coleman has over 30 years of experience in business management and business consulting. This included 10 years of business ownership as a multi-unit franchise owner and independent businessperson. Mr. Coleman is also accomplished in developing and executing full scope business reviews, financial analysis and bank presentations. In addition, he has substantial experience building lesson plans for seminars and workshops ranging from basic training to management skill development. His experience also includes extensive work in franchise consulting, operational systems development, human resource planning and development, training and group facilitation. Mr. Coleman has authored several significant workshop presentations on Management Skills Development, Breakeven and Operation Standards and Systems.

Joe Cooney has over 30 years experience in general management, sales and marketing management and, of course, direct sales, marketing and trading (energy commodities and futures.) Joe has spent the vast majority of his career in the energy sector, both natural gas and power.

Mark Cory brings over 20 years of business management experience to the FranNet Detroit office. He served as Senior Vice President for Olympia Entertainment, Inc., the management company for Joe Louis Arena, Cobo Arena, the Fox Theatre, The Second City Comedy Theatre, Hockeytown Café, Comerica Park and various restaurant and retail establishments, including several franchise concepts. His duties included oversight of finance, information services, marketing, public relations, group sales, new media/publishing, creative services, and new business development.

Kent Craven has owned and operated several small businesses in the travel and transportation industries. He has both bought and sold businesses, and started an independent business at the age of 25 with a small venture capital investment.

Thom Crimans has over 20 years of experience in business management and consulting. He is currently General Manager of the FranNet Louisville office and President and owner of the Louisville Regional Office of LedgerPlus, an accounting and tax franchise for small business. His experience includes extensive work in franchise consulting, organization design, human resource systems, training and group facilitation.

Merri Cronk spent the last six years in distribution account/supplier management in two industries. For the last four years, she created and implemented marketing promotions, branding initiatives and licensed products based on the professional racing platform for clients including the Indy Racing League, its teams and team sponsors. She has also been a free-lance writer for publications including Broker Agent Magazine and the Indianapolis 500 Official Program. She operates the Indianapolis FranNet office.

Scott Cronk has served as a division President of Tylan General, a publicly traded ISO 9001 certified global manufacturing business based in San Diego California from 1995 until the sale of the company in early 1997. Following the sale of Tylan General to Millipore Corporation, Scott served as the Vice President of Strategic Marketing for Millipore's Microelectronics group. Scott has spent the last several years involved in Indy car racing and sports marketing as Vice President and General Manager of Treadway Racing, the 1997 Indianapolis 500 championship team. Scott started his first business 1988 and recently acquired his first franchise in December 2002. He will be working with his wife Merri in the Indianapolis office.

Dale Dissmeyer Dale became a licensee for a retail chain of accessory stores eventually owning and operating four locations for over 10 years. Next he introduced the first Twin City location of a European specialty knitwear designer. Prior to joining FranNet Dale helped local businesses develop and implement sales and marketing programs for a variety of products and services as an independent business consultant. Earlier in his career, he held multiple sales and marketing positions for large consumer product companies including General Mills and PepsiCo. He successfully participated in several new product launches and the initiation of new distribution channels on both a regional and national level, including expansion of the soft drink category in Target stores.

Peggy Dissmeyer had a 20 year finance career with Pillsbury and Philip Morris, where she gained wide experience in business operations and development through a variety of business units and divisions. In addition, she spent 3 years in a CPA firm working with small businesses.

Jordon Dupries has been in franchising since 1985. Before joining FranNet in San Francisco he was a successful multiple unit franchise owner and elected to represent his fellow franchisees on the franchisor's Strategic Marketing and Planning Council. He has bought and sold existing businesses and developed startups. Mr. DuPries teaches franchising at San Francisco State University and is a member of the Society of Certified Business Opportunity Appraisers.

Rick Eggleton represents the largest west coast market for Franchise Network, including Los Angeles, Orange, Riverside, and San Bernadino Counties. He was President/CEO of Edelstein Associates Advertising, Managing Director of Ark Systems, Inc. and Theta Technologies, Inc., Vice President, CEO, and Owner of Secure Services, Inc., President of Eggleton Development Group, Inc., and COO, Co-Founder, and owner of Great Western Pacific Corporation.

Jim Finan is the owner of FranNet of Indiana. Jim is an active member of the local Chambers of Commerce, Rainmakers and Venture Club. He is also a resource for the Business Professional Exchange Chapters. Prior to FranNet, Jim served at Ball State University in the capacity of development director in support of the College of Architecture and Planning. Before joining Ball State, Jim was Vice-President of Operations for Reliant Services, a joint venture between Indiana Energy and Cinergy, where he led the operational implementation of services provided to utility customers in the tri-state area of Indiana, Kentucky and Ohio. Jim held various managerial and director-level responsibilities with Indiana Energy, Inc. (now Vectren Corporation

Cliff Fostoff in 1999, with his wife Ilene, Cliff purchased Stratis Business Center a new full service Executive Suite Franchise located in Boynton Beach, Florida after meeting with FranNet consultants. Previously, Cliff was Vice-President of Operations for Coehmann's Inc., an off price clothing chain out of New York. He worked in Southern Florida for many of his 20 years with the company. Cliff is also a licensed Real Estate Agent and considers himself an expert when it comes to demographics and understanding the future growth of Southern Florida.

Rob Gettemy conducts dozens of franchise seminars a year on franchising in conjunction with outplacement firms, small business development centers, local chambers of commerce as well as colleges and universities. Prior to becoming a business owner himself, Rob spent ten years as a senior sales and operations executive in the software and telecommunications industries. Rob also has significant experience in mergers and acquisitions as well as business integration. As part of Mattel Interactive, he was responsible for integrating customer service and direct sales operations from nearly forty companies.

Chris Goepper Focusing solely on his business career with FRANNET, representing over 100 Franchisors. Currently Chris is an active speaker at Chamber of Commerce events, outplacement offices and small business development centers. He is professionally active in the Northern Kentucky and Dayton Chambers of Commerce, Northern Kentucky Business Network International, and the Association for Corporate Growth. He has experience in the health services, industrial, and retail markets working in the areas of sales, management, marketing and new business development.

Barney Greenbaum has been involved in all facets of business development as an entrepreneur for close to 30 years. He has been the CEO of several businesses, many revolving around the food industry. His background is extremely varied and his work has been distinguished in many publications. He has been designated one the outstanding small business operators of Central Ohio by the Small Business Administration. Barney will be running the FranNet of Central Ohio office.

Darry Griffis spent several years as a professional outplacement and career consultant with Lee Hecht Harrison. As Vice President / Director of Professional Development, he utilized communications techniques to assist groups and individuals in assessing skills, traits, preferences and professional objectives as decisions were made about next career steps. Prior to his work at LHH, Darry completed a career with the AT&T Corporation with significant experience in Marketing, Sales, Operations and Human Resources both domestically and internationally. He works as a FranNet advisor in the Tampa North.

Mike Hall is President and Owner of Instant Sign Solutions in Charlotte, North Carolina, as well as running the FranNet office in that city. He was Division Manager of Contract Office Group, and President of Foundation Contract Furnishings. Prior to that, he was Vice President of Marketing and Sales for Anderson Desk, Inc., and worked in Marketing Management for the DuPont Company.

Jim Hansbrough represents FranNet in the Kansas City metropolitan area in both Missouri and Kansas, along with the rest of the State of Kansas. His experience includes 20+ years as Vice President - Controller in capital goods manufacturing with National Crane Corporation, a part of The Manitowoc Crane Group. He started his career in Finance with Grove Worldwide. Jim also conducts seminars throughout the region in conjunction with outplacement agencies, the SBA, Small Business Development Centers, and Chambers of Commerce.

Dennis Hansen has a business background with Eastman Kodak; Sales, Finance, Sales Management, General Management, departing as Vice-President and General Manager, High Volume Copier Group. Danka; President, Latin American Division. American Management Services; Small Business Senior Consultant. UPS Stores; current owner of 2 retail franchises in Atlanta, GA.

Eric Hayman has been with FranNet since its inception. He has over 30 years of business experience in general management and marketing. In addition to being VP Marketing for a \$300 million NYSE company and GM of a \$30 million company, Mr. Hayman owned his own manufacturing operation. During most of his career he has been involved with small businesses and has an extensive background in their operational needs. In addition, he has worked with the SBA and other organizations catering to companies with under 100 employees.

Randy Hove's background includes 25 years of franchise industry experience. Randy enjoyed providing operational and marketing support to new franchise owners as well as seasoned multi unit owners. Franchise responsibilities also included managing franchisor development across the United States.

Randy James worked as a Territory Manager for a Fortune 500 company for 9 years before starting his own business introducing a revolutionary cleaning product and concept where he oversaw all aspects of manufacturing & marketing, R & D, production, purchasing, customer service, sales and advertising, and accounting. While doing that he developed a program titled "Results Oriented Cleaning" and presented seminars across the US, Canada and Mexico. Randy has instructed workshops on sales, networking, communications and quality management. Randy will be helping prospective franchisees in the State of Utah.

John Jones FranNet Alabama is led by John W. Jones, who has over 30 years experience in the franchising field. John is joined by his daughter Jennifer Tran-Reno, who herself has held numerous sales & management positions. Jennifer was also a multi-unit franchise owner when she lived in Texas. John was the Chairman and CEO of Franchise Concepts, Inc., a Houston based leading franchise company with hundreds of units. He also has been a franchisee himself, as a partner in Quality Restaurant Concepts, Inc., a multi-state operator of Applebee's and Up the Creek. John began his business career with Procter & Gamble. He has been a member of the International Franchise Association, The International Council of Shopping Centers, The Southwest CEO Council, The Franchise CEO Council and numerous other organizations.

Kathleen Keefe franchise consultant with FranNet for the Coastal Carolinas. Kathleen is a multi unit franchise owner herself. Prior to joining FranNet, Kathleen spent over 25 years in the airline industry as Senior Director where she had responsibility for over thirty airport operations in the United States and Mexico. Kathleen is an active member of the Wilmington, Brunswick County, and Carolina Beach Chambers. She also serves on the Cape Fear Community College Foundation Board.

Phil Kuban has been involved in the franchising industry for twenty years both as a franchisor and a franchisee. He founded FranMax in 1987, a brokerage and consulting company developing franchises in the southeast such as Mail Boxes Etc., Moto Photo, and Sylvan Learning Centers. Currently Phil serves as the FranNet consultant for Georgia.

Leslie Kuban became a business owner herself at age 23 as the operating partner of a Mail Boxes Etc. franchise in Atlanta, GA. As a result of her success in her Mail Boxes Etc. business, Leslie also became a part of the local support network in Atlanta, assisting other MBE franchise owners in successfully operating their businesses. In 1999 she joined FranNet as the associate for Georgia.

Mark Laughlin is a consultant for Franchise Network covering the states of Wyoming and Montana. After graduating from the University of North Dakota with a B.S.B.A., Mark worked in retail management with Walgreen's and Osco Drug for ten years. He was at the time the youngest operating manager in the Walgreen's system at 23. Mark specialized as the fix up man for Osco Drug, was market manager on the north side of Chicago and ran the highest volume freestanding store in the chain. In 1986 Mark went to work for sales liquidator G.A. Wright out of Denver. In 1987 Mark opened up the first of three start up franchise companies, Pip Printing in Libertyville, Illinois which he sold in 1995. The Libertyville location was the second highest volume store in the Midwest in the Pip system. In 1996, Mark opened up his second franchise business Molly Maid in Grayslake, Illinois and became one of the top performers within the system; selling the business at the tale end of 1999. In 2000, Mark purchased the licensing rights to Inches-A-Weigh (women's exercise and nutrition center) in Lake County, Illinois. Mark assisted with new licensee classroom training and conducted corporate training at his location. He sold that business late in 2002. In 2003 Mark relocated to Cheyenne, Wyoming.

Tom Lawrence. After 8 years of progressive responsibility, from teaching to managing juvenile institutions in the Youth Service Division of Virginia's Department of Corrections, Tom Lawrence began his entrepreneurial career in 1975 with the purchase

of Valpak of Virginia. Initially specializing in direct sales, in 1981, he became President and the sole owner of that business. In the period between 1981 and 1991, Tom built the business from sales of approximately \$800,000 per year to sales in excess of \$3,000,000 per year. Valpak of Virginia was repeatedly ranked in the top 5% of the over 200 Valpak franchises. In 1991, Tom sold the Valpak of Virginia franchise and was hired by Cox Enterprises, the corporate parent of Valpak Direct Marketing Systems, Inc. In 1994, he was promoted to Vice President of Franchise Operations. In this position, he retained responsibility for field support, had increased involvement in franchisee recruiting and was given management responsibility for Valpak's five franchisor-owned operations. In 2003, Tom retired from Valpak in order to move to Richmond, Virginia and establish FranNet.

Adreinne Leigh has experience which includes over 20 years of working with small businesses in start-ups, turn-arounds, and fast growing companies. As the Managing Director of a consulting firm, she developed a licensing program and built a strong international network of licensed consultants. She has an extensive background in operations management, sales and marketing. She has also worked with hundreds of individuals experiencing career transitions, conducting Life Planning workshops and coaching them in meeting their personal and professional goals.

Joel Libava has over 20 years of experience in Service and Sales Management. His Service background includes several management positions at some of Cleveland's finest restaurants. His sales management experience includes work at several large automobile franchises including Mentor Mitsubishi one of Mitsubishi's top ten franchisees in the country. Joel is the Vice President of FranNet's Northern Ohio office.

Soo Kong Lim is the President, Asia Pacific of FranNet, based in San Jose, California. Fluent in English, Japanese, Chinese and Malay, Soo Kong is skilled in handling global clients with products and services targeted at diverse cultures in Asia Pacific. Soo Kong was the CEO of EURO RSCG in Malaysia. EuroRSCG is a global marketing communications company with its headquarters in New York. As the CEO of EuroRSCG Malaysia, she rebuilt the international agency during an economic downturn (when the overall country's advertising revenue dropped by 30%) into a credible player after a tenure of three and half years. In addition to growing revenue from global clients like Intel, Sara Lee, Dell, and Volvo, she also led a targeted new biz blitz, mentored and tutored employees. Her position as a senior executive in the Asia Pacific regional offices included frequent travel to China, Japan, Korea, Singapore, and Thailand. At McCann Erickson another global marketing communications company, where she worked for 11 years before being headhunted in 1997 to manage EuroRSCG, Soo Kong demonstrated her ability to build long-term business relationships. In recognition of her outstanding performance she was awarded the prestigious Harrison K. McCann Leadership Award for Professional Excellence and appointed a member of the company's Executive Board. She is an associate with FranNet that helps acquire US franchisors in Asia Pacific.

John McGavin over the past 25 years has worked in business to business relationships with small business owners and franchisees in the automotive aftermarket. John progressed through management at the Regional, Provincial, and National levels,

attaining the Canadian Vice President's position for an international MRO Distribution Company.

Jack McGinnis was most recently president of a national Oil and Gas information business. He was responsible for major consolidation in that market segment. He has also been involved in a number of business startups.

Ian McMillan has had a long involvement in the business and investment community within South Africa. He has held senior positions at some of the most highly respected financial institutions within the country. As a result, his knowledge and understanding of the economic and business environment in the country is a significant asset for prospective FranNet clients. In Scotland, he joined a stock broking company there where he spent the next seven years as an investment analyst. In 1989, Ian returned to South Africa to continue his investment career. During this time, his responsibilities included investment research and portfolio management. In 2000, set up a company called Invent Africa, which offers specialist safaris throughout Southern and East Africa for both local and international corporate and private clients.

Neil McMillan holds the position as president of FranNet USA of Los Angeles. Before joining FranNet, Neil was Director of International Brand Marketing at Allied Domecq QSR where he led the international strategic marketing efforts for Baskin-Robbins. He launched new products, revitalized neglected classics and reestablished the Brand's 2200 stores as the global ice cream destinations of choice. In his previous role as Director of International Field Marketing for ADQSR, Neil managed the marketing and development of more than 1500 Dunkin' Donuts and Baskin-Robbins stores in Asia, Australia, the Middle East and Africa. Launching new strategic initiatives despite the devastating Asian economic crisis, Neil boosted sales by more than 20% in several markets. Earlier, Neil had a distinguished career with Allied Domecq International Liqueurs, developing such key brands as Kahlua, Tia Maria and Hiram Walker Liqueurs in the Pacific Rim and Canada. Prior to this, he held brand and marketing management positions for Allied Distillers Limited. During his career with Allied Domecq, Neil was instrumental in setting two Guinness records for the world's largest ice cream cake and ice cream scoop pyramid. Furthermore, his work was recognized with numerous awards, including the coveted Allied Domecq Gold Marketing Award for Excellence

Jim Mills has been in the franchise industry for over 20 years. In 1985 Jim joined Domino's Pizza, the "World's Largest Pizza Delivery Company", in Operations in Baltimore, Maryland and later became a franchise owner in the 7,700+ unit international chain. As a result of his success, he was asked to return to Domino's to fill the position of National Director of Store Development. In 2001 Jim left Domino's and joined Service Brands International the parent company of Molly Maid, Mr. Handyman, 1-800-Dryclean, and Certified Restoration Drycleaning Network. He was also a partner in the Mr. Handyman franchise in Columbus, Ohio. He is an associate with FRANNET in the Colorado Springs and Ft. Collins, Colorado markets.

Charlie Mizejewski is a consultant with Franchise Network of N.J. He also conducts seminars on franchising and business ownership. A Certified Public Accountant, Mizejewski has over 20 years of experience as a financial executive at a Fortune 500 company. He is a member of the International Business Brokers Association.

Gerald P. Moriarty's twenty-six year business career includes twenty-three years as an officer of Midas International Corporation, franchisor of the 2500 Midas Muffler and Brake Shops in the USA, Canada, South America, Europe and Taiwan. Jerry served as Regional Vice President, National Field Sales Manager, Vice President, Marketing Administration, and Vice President, Quality. He also served two years as Vice President, Quality, with Sears Mortgage Corporation, the sixth largest mortgage banker in the USA. Jerry represents FranNet in the Chicago Metro and Wisconsin areas, the largest markets in the Midwest.

Pat Moriarty has been an account manager for Novell, Inc. since April, 1999. Mr. Moriarty became president of PGM Enterprises Inc. in March, 1997 and remains so to the present. PGM Enterprises, Inc. owned Langenwalter Carpet Dyeing Franchise of Illinois from March 1997 until March 1999. From March, 1995 until March 1999, Mr. Moriarty was a Deployment Coordinator for Nabisco, Inc.

Harriet Moser career as a business owner began in 1980 by acquiring an independent janitorial supply company. She quadrupled sales within a five-year period. Following that successful venture Ms. Moser turned to commercial real estate as an owner/broker selling over \$8.0 million of investment grade commercial real estate over the next three years. Her first franchised business venture was with Management Recruiters International/Sales Consultants where her firm consistently ranked in the top 20% of producers in that system of over 600 franchises. Harriet was 1st Mate/Chef on a charter sailing yacht in the Caribbean for three years before joining the Florida headquarters of the top company in the yacht charter industry. Ms. Moser's next ownership venture was upon relocating to Phoenix, Arizona as a franchisee of Nationwide Floor & Window Covering. Beginning in her very first year, and continuing every year hence, her franchise ranked in the top 20% of performers in that franchise system. Now she is as an Associate Consultant with Franchise Resource Company, a member of the FranNet Group.

Dick Munson has over 30 years of practical business experience with the Goodyear Tire and Rubber Company, the last 7 years developing franchises for the eastern third of the United States. Dick was responsible for all aspects of field operations pertaining to franchising and business counseling. Prior to 1989 he was a district manager and supervised retail stores in Minnesota and Ohio. Dick represents FranNet in the Cincinnati and Northern Kentucky territory.

Mike Murray has a combination of executive management and franchise ownership experience. He was Executive Vice-President for one of the country's largest privately held manufacturing companies and served on their Board of Directors. Subsequently, he started The Murray Organization (TMO), a company that has successfully operated several franchises. He is also a licensed real estate professional and is very knowledgeable about business conditions in Central Florida.

Blair Nicol launched his business career in 1987 as an Area Franchisee for Mail Boxes, Etc. (MBE). He and his family built the San Diego area to over 60 MBE franchises. In 1996, the Area Franchise was then sold back to MBE Global Headquarters, after becoming one of the largest and most successful Area Franchises in Mail Boxes Etc.'s history. Both franchises are ranked in the top 1% in annual sales. With his unparalleled

experience in not only franchising, but also Mail Boxes Etc., Mail Boxes Etc. Global Headquarters in 1997 asked Blair to join the global headquarters staff and become the National Sales Manager for Non-Traditional Development and Special Projects. He is now Franchise Network's associate for San Diego and Imperial counties.

Page Nicol joins FranNet with over 16 years of franchise sales, support and corporate experience, along with a vast knowledge of small business development. In 1986 Page began his career as a Commercial Real Estate agent. Shortly thereafter, he joined his family as the San Diego Area Franchisee for Mail Boxes Etc. In the ten years of owning the area franchise, Page helped develop the San Diego area into one of the largest MBE territories consisting of 65 individually owned units. Two of these units are still owned and managed by Page and his. Both stores are currently ranked in the top 1% of the 3,400 US MBE locations. Upon selling the MBE area franchise in 1996, Page joined Your Office USA Intl. as Director of Sales. Your Office USA was latter sold whereupon Page became a FranNet Associate between 1998 and 2000, operating in Southern California. Since that time Page joined his family to develop a small commercial sign business which was sold in 2002. After selling the sign business Page re-established his franchise and small business consulting company, Business Performance Group, and re-joined FranNet to assist his brother in developing San Diego area.

Gary Prenevost started his business career in 1980 in the banking industry. He left the bank in 1987 to start his entrepreneurial career in his family's business in Toronto. In 1991 he left the family business to enter the franchise industry. He joined The Canadian Training and Development Group, Inc., (CTDG) which is one of Canada's largest training companies. While continuing to sell the business opportunity for CTDG, he purchased his own CTDG Distributorship, where he specialized in helping entrepreneurs grow their businesses through implementing management and sales development strategies. In 1997 Gary and his wife took over the entire CTDG organization. He is now Franchise Network's (FranNet) associate for Southern Ontario, Canada.

Meinhard Raether is one of the founding members of FranNet Europe. He is in charge of the Bavaria South region, based in Augsburg and Munich. Meinhard has a successful background as Marketing Manager for medium-sized companies with a focus on Budget Controlling, Corporate Communications, Sales and Strategic Development. Working with marketing agencies as a Senior Consultant he had Key Account responsibility for major accounts such as Deutsche Bank, European Central Bank, Opel, Boehringer Ingelheim, Wella and other reputable companies. Meinhard currently works also as a freelance consultant with the Research and Sales division of a German commercial Real Estates and Retailing company in Augsburg, Munich and Rosenheim.

Erich Riedel Erich Riedel is running FranNet in the Germany North region, working with his partner, Renate Riedel, out of Hamburg. Before he joined FranNet he was working as a Marketing and Sales Consultant in the Service and Investment Market for small and medium sized businesses, in which he took over temporary General Manager Positions, developed marketing and sales strategies for international companies to enter the European market. Previous to this he was working as Senior VP of Marketing & Sales for Philips in Central Europe and as General Manager for Johnson & Johnson Vistakon in Germany. He started his carrier over 21 years ago with Kraft Foods, where

he held various marketing and sales positions in Germany and the United States up to position of a national sales director.

Renate Riedel Before he joined FranNet Renate she managed her own Montessori Kinderhouse for 11 years. Previous to that, she was working for 20 years in various Social and Educational Institutions, including Montessori Kinderhouses in Germany and the United States.

Marshall Reddy background encompasses over 18 years in sales/marketing and management. As an entrepreneur he has owned a number of successful businesses. In 1993 he opened his FranNet office in Jacksonville. Marshall is also associated with the IFA, CFS, and the AAFD.

Greg Roquet has over 25 years of small business ownership, management, sales, and marketing experience. He began his career as owner of two award winning Big O Tire franchises in the San Francisco bay area. After 12 years of retail operation, Greg joined the franchisor putting his entrepreneurial skills to work helping others in both Operational and Franchise Development positions within the company. He has served as Vice President of the Western Region, Vice President of the Southwest Region and Vice President of Franchise Development for the company. Greg also served as on Officer of Big O Tires Inc. and a Director of the Dealer's Mutual Benefit Corporation for over 10 years. During his tenure as Vice President of Franchise Development Big O was opening stores at the rate of over one store per week, including 30 new stores in California alone. Greg is a member of the International Franchise Association and is a participant in the Certified Franchise Executive Program.

Steven A. Rosen, Esq., is managing partner of Franchise Consultants of America, and an attorney who has been involved in franchising for over 20 years. He served as General Counsel of an international automotive franchise and has represented numerous other existing and potential franchises. In addition, he was VP and General Counsel for Safeguard Business Systems, a NYSE company. Later, he became President and COO of a \$100 million division of Safeguard. Before becoming involved with FCA, Mr. Rosen was CEO of a direct marketer of computer products.

Terry Rost has 30 years experience in a high technology Fortune 500 company, 18 as a senior financial executive, and 3 years as president of a highly successful land development company. His educational background includes a BA in Economics from Willamette University, an Oregon Executive MBA from the University of Oregon; 2 years with Mahler & Associates Executive Management Program, plus course work at the Harvard Graduate School of Business. Terry's FranNet headquarters is in Portland, Oregon.

Steve Rychard is in a position to offer his clients a unique perspective of the franchise purchase process having been on every side of a franchise organization with 20 years of franchise experience. Steve and his wife Cindy, opened the first Maid Brigade franchise in the Northwest in 1986. While maintaining his position as Branch Manager for a large computer organization the Rychard franchise was National Franchisee of the Year in 1988. Steve left the computer industry to purchase the area development rights for Maid Brigade, selling, supporting, and training other franchisees. In the first year he was Maid

Brigade's National Subfranchisor of the Year. Upon selling their franchise in 1990, Steve went on to become Chairman of the National Ad Fund, and National Marketing Director for Maid Brigade, pioneering their online presence and website scheduling. He is an associate of FranNet in Western Washington.

Matthias Schroeter together with Howard Bassuk are the founding members of FranNet Europe. Matthias Schroeter has been successfully running his own consulting company MSM-C for the past 9 years in which he developed strategies and implementation plans for CEO's, Marketing and Sales Executives. Previous to this he held a number of Executive positions himself e.g. as a Partner with Russell Reynolds Associates and as General Manager Germany for the Rémy-Cointreau Group. As director in Grand Metropolitan Retailing he was in charge of Marketing and Operations for their foodservice brands in Central Europe. Previous to that he worked as Director Marketing with Pepsi-Cola being in charge of Germany, Austria and Switzerland. Matthias started his marketing and sales career 24 years ago at Procter & Gamble active in Europe and the Middle East.

Nina Zike-Schroeter is running Germany's central region for FranNet together with Matthias Schroeter. She is located in Frankfurt. Nina holds a partnership in MSM-C since 2003 and manages the segments Executive Search, Training and Coaching. Previous to this she was very successful as Managing Director of the Search Company GmbH in which she held a 50 % partnership. Functionally she was responsible for the direct search of Managers and Executives. Her favorite business segments were small and medium sized companies with focus on retailing and the automotive-industry. Nina started her career 8 years ago with Germany's leading Executive Search companies Ray & Berndtson.

Vic Scimo has spent 25 years in the food, advertising, and marketing industry. He worked for the Marriott Corporation for over 12 years and in 1987 was co-founder of a multi-million dollar, Ivy Award Winner, Bon Appetit Management Company. Since 1994, Vic has been involved in various executive sales/marketing positions and has owned several small businesses within California. Vic has the FranNet office for Riverside and San Bernardino Counties in Southern California.

Saleem Shaikh has been a business broker since Dec. 1998. He has worked as seller as well as buyers broker. Before venturing in the business brokerage he owned Hi-Tech Printing & Publishing in Downers Grove, Illinois from 1986 to 1997. Prior to owning his business Saleem worked for Allis Chalmers, General Motors and International Harvester(Navistar) In industrial and Systems Engineering positions.

Rick Champagne has been active in franchise development since 1984 in such diverse industries as travel, home services, food, and consumer products. He has a J.D. degree, is a member of the Missouri Bar Association, and the Big Brothers of America. Rick operates the Central Florida FranNet office.

Lloyd Shears, President of FranNet Canada and a graduate of Dalhousie University, began his career in franchising in 1980 with the purchase of a Second Cup franchise. Over the following ten years, he opened owned and operated Eight Second Cup stores. In 1990, he acquired the master franchise for Proshred Security for British Columbia, and

in 1991 acquired the rights to California, Arizona, and Nevada. In 1992, he opened his FranNet consulting office in Vancouver and heads the Canadian expansion. Conversant with franchise regulations in Canada and the United States, he is a regular speaker at Career Counseling Centers, business groups and organizations, and public seminars on franchising. Retained by a number of franchisors for his expertise, he has Directorships in several companies, and is the owner of a number of franchises.

Rudolf Spiess certified as the first FranNeter in Europe, is running FranNet Germany's region Bavaria North. He is located in Ansbach close to Nuremberg. His 25 years of professional business experience with a dynamic mix of across countries and management expertise make him an asset for FranNet Germany. For 10 years Rudi has grown his own trading company, dealing with recycling material for paper and customers across Europe. Before that Rudolf successfully managed as the CEO of a German operation for an international entity engaged in municipal disposal and recycling matters. He started his career with Arthur Anderson, a blue chip consulting and auditing firm, working with customers of different sizes, businesses and legal entities. In the following assignments Rudolf focused on the preparation, implementation and controlling of strategic business plans in computer, communication and paper mill companies.

Mike Steely Mike Steely is the owner of FranNet of South Central U.S. Mike has been involved in the business community of Arkansas and the surrounding states for almost 20 years. Most recently he served as a business development director for a Fortune 500 company in the Little Rock area and was responsible for marketing, new client development and business start-ups. Mike has also served as the president of Steely Business Brokers, a regional business brokerage company. Mike and his family are the owners of two franchised businesses in the state within the education and business services sectors and he has in-depth personal experiences in the acquisition and operations of small businesses and franchises. Mike is also a Certified Public Account. Mike is very active in chambers of commerce and other civic organizations in Arkansas and offers franchise and business ownership training services through the Small Business Development Centers (SBDC) and other Small Business Administration partners across the state. He is an associate of FranNet in the South Central United States.

Ken Stein operated numerous drug stores and home health care companies on Long Island for 18 years. In 1995, Mr. Stein sold his business to Revco Drug Stores, then the second largest drug chain in the U.S. At the time of the sale, one of his stores was ranked third in sales volume out of Revco's entire chain of 2,500 stores. He has achieved the designation of Certified Business Intermediary (CBI), which is granted to professionals who complete the stringent requirements of the International Business Brokers Association (IBBA). Only approximately 350 business intermediaries in the U.S. currently carry that coveted title. Even more notably, Mr. Stein is one of only 47 CBI's to complete the rigorous requirements to attain the advanced designation of Master Merger & Acquisition Intermediary (MMAI). This prestigious achievement is bestowed by The M&A Source®, the world's largest international organization of experienced merger and acquisition intermediaries representing the middle market.

Stacy Swift has over 17 years of small business ownership, management, sales and marketing experience. She began her career in franchising as the owner of 2 Fantastic

Sams hair salons, and she currently owns and operates The Franchise Centre in Denver. At The Franchise Centre, Stacy was closely mentored by Denver-based franchise attorney Perry Nissler, specializing in all phases of franchise development and consulting, until his retirement in November of 2000. Stacy's main focus is operating the Rocky Mountain office for Franchise Network (FranNet) covering Colorado, Wyoming and Montana. In addition, Stacy is the owner of a handyman referral service franchise in Douglas County, Colorado.

Tom Thompson has over 30 years of practical business experience. After working with 3M Company in marketing, he became Mid-Atlantic Director for Leasco Computer Company. He later founded North American Capital Corp., a computer leasing company. During the 1980s, Mr. Thompson was President of Maryland Building Services and is presently responsible for the Mid-Atlantic area for Franchise Network.

Jennifer Tran-Reno. Along with her father, John W. Jones, Jennifer Tran-Reno operates FranNet, Alabama, LLC. She has a varied business background, but has had particular focus on sales and sales management. Jennifer was a co-owner and operator of two Deck the Walls franchises in Houston. She has held sales or management positions with Helzburg Jewelers, Parisian Dept. Stores and Bath & Body Works.

John Tubridy has over 25 years in business as a general manager with primary experience in business development, sales and marketing, and project management. John's previous was Vice President of Business Development for Lee Hecht Harrison, an International Career Services Company. John owns and operates Franchise Network of Pittsburgh and is well connected in the business community through several of the Pittsburgh Area Chamber of Commerce's and Pittsburgh Champions and is active as a Board Member on a few local Pittsburgh organizations. John is a FranNet associate in Western Pennsylvania and Northern West Virginia.

Bob Windelspecht is president of FranNet of Alabama, with over 30 years of executive management experience. Most recently, Bob served as Executive Vice President, Chief Accounting Officer and Controller, for AmSouth Bancorporation, a \$40 billion regional bank holding company headquartered in Birmingham, Alabama. Prior to joining AmSouth, Bob held senior management positions with KeyCorp, an \$85 billion bank holding company located in Cleveland, Ohio. Transitioning to the banking industry from public accounting, Bob spent 12 years with Ernst & Young in Albany, New York, where he became Senior Manager. Bob currently serves as a member of Siena's Advisory Board of Trustees. He is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants.

Pat Windelspecht brings over 20 years of career and business development expertise to individuals seeking franchise business opportunities. After serving as the human resource professional responsible for an eight-state region of a major national retailer, Pat started an outplacement firm serving clients throughout the Northeast. Windelspecht Associates' clients represented diverse industries on an international, national and regional basis. As an active member of the Association of Outplacement Firms (AOCF), Pat joined other firm owners in founding the International Association of Career Management Professionals (IACMP), now the Association of Career Professionals (ACP).

With a BS and MS from the College of Saint Rose, Pat has written articles and made presentations to business, academic, and community groups on diverse career and business startup topics. Additionally, Pat has served on Chamber of Commerce and University level Small Business Councils charged with assisting new businesses and identifying best business practices.

Robert Yancy served for 10 years as President and CEO of ZEBRA Corp., a manufacturer of industrial paints and coatings; he was a partner in Park Space, an airport shuttle parking facility in Atlanta; and he has owned and managed residential rental properties. Included among his publications are a series of articles for Atlanta Journal and Constitution, entitled “Managing Success,” and a book entitled Federal Government Policy and Black Business Enterprise. He has been recognized for his contributions to the business and education professions and his biographical sketch appears in a number of reference publications including; “Who’s Who in Finance and Industry in America,” “Outstanding Young Man in America,” “Who’s Who in the South and Southwest,” the “International Directory of Distinguished Leadership,” “Black Georgian of the Year in Business,” “Pioneer Businessman of the Year,” and “Living Legends in Black.” Dr. Yancy holds membership in the Leadership Cobb Alumni Association, Leadership Atlanta Alumni Association, Society of International Business Fellows, 100 Black Men of Atlanta, and The Academy of Management.

Joan Young has been a speaker at the National American Women in Business annual meeting, teaches franchising at Santa Clara University and West Valley College, has been featured on Peter Jennings Nightly News, and has owned two franchises. She was Director of Franchise Sales for TV Scene, Area Vice President of Snelling and Snelling, and Vice President of Franchise Sales for Oasis Laundries. Joan operates the San Jose, California, FranNet office.

**THE BROKERS LISTED BELOW ARE REGISTERED OR AUTHORIZED TO
SELL IN THE STATES OF NEW YORK**

Keld Alstrup joined the Volvo Company in Canada in a management position. He was transferred by Volvo to the United States and served the company for 26 years before leaving the position of Officer and Vice President. Mr. Alstrup holds an MBA degree from Fairleigh Dickinson University. He has lived and worked in Denmark, Canada, Sweden and the U.S. and has been a speaker at local and international HR conferences. He has the FranNet office in Connecticut and New York.

Jack Armstrong has been involved in magazine publishing for 16 years, 12 of which as President and Publisher of Americana magazine. He was also involved in the start-up and launch of New Jersey Monthly magazine and MHQ, Quarterly Journal of Military History. He is currently a full-time franchise consultant in New Jersey.

Ken Stein operated numerous drug stores and home health care companies on Long Island for 18 years. In 1995, Mr. Stein sold his business to Revco Drug Stores, then the second largest drug chain in the U.S. At the time of the sale, one of his stores was ranked third in sales volume out of Revco's entire chain of 2,500 stores. He has achieved the designation of Certified Business Intermediary (CBI), which is granted to professionals who complete the stringent requirements of the International Business Brokers

Association (IBBA). Only approximately 350 business intermediaries in the U.S. currently carry that coveted title. Even more notably, Mr. Stein is one of only 47 CBI's to complete the rigorous requirements to attain the advanced designation of Master Merger & Acquisition Intermediary (MMAI). This prestigious achievement is bestowed by The M&A Source®, the world's largest international organization of experienced merger and acquisition intermediaries representing the middle market.

**THE BROKERS LISTED BELOW ARE REGISTERED OR AUTHORIZED TO
SELL IN THE STATES OF WASHINGTON**

Liz Beck has over 15 years of business experience in the areas of administration, operations, training and development. Her experience includes a variety of small startup businesses, large corporations, speaking and teaching assignments, and several years focused on franchise operations and franchise development working directly with the internationally recognized franchise developer of Sylvan Learning Systems. The focus of her business is dedicated to matching the right person to the right business in the State of Idaho, as well as Central and Eastern Washington.

Terry Rost has 30 years experience in a high technology Fortune 500 company, 18 as a senior financial executive, and 3 years as president of a highly successful land development company. His educational background includes a BA in Economics from Willamette University, an Oregon Executive MBA from the University of Oregon; 2 years with Mahler & Associates Executive Management Program, plus course work at the Harvard Graduate School of Business. Terry's FranNet headquarters is in Portland, Oregon.

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**THE BROKERS LISTED BELOW ARE REGISTERED AND AUTHORIZED TO
SELL IN THE STATE OF ILLINOIS**

Patrick Moriarty: PGM Enterprises, Inc. an Illinois corporation d/b/a FranNet.

In March of 1997 Mr. Patrick Moriarty became President of PGM Enterprises Inc. and remains so to the present. He is the sole officer and owner of the company. PGM Enterprises owned Langenwalter Carpet Dying Franchise from March of 1997 to March

of 1999. Mr. Patrick Moriarty was an account manager for Novell, Inc. from April 1999 to December 2002.

Gerald P. Moriarty: FranNet - The Franchise Network, Corp. an Illinois corporation d/b/a FranNet Since September, 1995, Gerald P. Moriarty has served as the President of FranNet - The Franchise Network, Corp. in Orland Park, Illinois. Mr. Moriarty is the sole officer and owner of the company.

Saleem “Sal” Shaikh: Saleem “Sal” Shaikh d/b/a FranNet.

Saleem “Sal” Shaikh has been a business broker since Dec. 1998. Before venturing in the business brokerage, he owned Hi-Tech Printing & Publishing in Downers Grove, Illinois from 1986 to 1997.

Don Pusateri, d/b/a FranNet. From November of 2000 to April 2005, Don Pusateri was a regional sales manager for Iron Mountain Records Management. From April 2005 to March 2006, Mr. Pusateri was in private practice as a sales consultant. In March 2006, Mr. Pusateri became a licensed franchise broker in the State of Illinois

YOUR FRANCHISE CONSULTANT

YFC Enterprises, LLC, provides two valuable services in the franchising industry today. First, YFC provides an on-line advertising web-portal dedicated to the highest quality standards in internet advertising for franchise and business opportunities. Second, YFC Enterprises operates a franchise business consulting services know as YourFranchiseConsultant.com, an Internet-based franchise referral boutique offering free services to prospective qualified entrepreneurs searching for pre-screened top quality franchise business opportunities.

William Bradley-Consultant. Your Franchise Consultant Founder, 12/04 to present. Manager, William Bradley Enterprises, 9/02 – Present. President, Denali International, 1994 – 8/03.

David Yoches-Consultant. Your Franchise Consultant – 1/04 – present. Consultant, Franchise Buyer, 6/02 – 12/03. consultant, SNC Franchise Corporation, 1/02 – 6/03. Six month sabbatical, 9/01-12/01. Operations Mgr., copper Mountain Networks, 4/00-8/01.

John Lytle-Consultant. President of Image Sense 1/04 to present. Investment Sales, USAA, 9/02 – 10/03.

Alisa Casper-Consultant. English Teacher, Self Employed 6/90 – 02/05.

THE ENTREPRENEUR AUTHORITY, LLC.

The Entrepreneur Authority, LLC (“**TEA**”) is a limited liability company, organized in April 2002, under the laws of the state of **Texas** and located at 5800 Granite Parkway, Suite 300, Plano, Texas 75024. TEA is a franchise development and franchise brokerage firm that offers consulting and referral services relating to franchise opportunities. TEA’s licensees are independent consultants (“**TEA Consultants**”) that operate under **The Entrepreneur Authority** trade name. TEA Consultants screen

prospective franchisees generated by their marketing efforts and then refer them to participating franchise companies. Once the referral is made, TEA Consultants do not perform any functions for participating franchisors. The TEA Consultants are listed in Exhibit “J.”

David E. Omholt, CEO and President

Mr. Omholt has been the CEO and President of TEA since January 2002. From August 1992 to January 2002, he was a Senior Manager at Accenture (formerly Andersen Consulting). TEA provides consultation to persons desiring to purchase franchises and places them with various franchise companies, who pay TEA a fee for this service.

Richard J. Upton, COO

Mr. Upton has been the COO of TEA since July 2005. From 1987 to August 2004, he was employed by PepsiCo working in various Executive leadership roles, the last position was Director of Sales Support. Additionally, he was President of Business Purchasing Solutions, LLC. TEA provides consultation to persons desiring to purchase franchises and places them with various franchise companies, who pay TEA a fee for this service.

INFORMATION ABOUT LICENSEES OF TEA

FLORIDA		
Tom McLenahan	8/04-present	Franchise Consultant, The Entrepreneur Authority of Northern Florida dba The Entrepreneur Authority
	7/03-present	Area Developer, Sport Clips of Northern Florida
	9/02-6/03	Consulting, McLenahan Assoc.
	4/01-8/02	Director Worldwide IT, Lyrick Corporation
	11/00-3/01	Consulting, McLenahan Assoc.
ILLINOIS		
John Siebert	02/05-present	Franchise Consultant, Franchise Miner dba The Entrepreneur Authority
	11/03-11/04	Holiday Broker, Chicago Board of Options Exchange
	11/98-11/03	Senior Phone Clerk, Chicago Board of Options Exchange
INDIANA		

Douglas Boehme	12/04-present 12/97-6/05	Manager, Douglas Boehme LLC dba The Entrepreneur Authority Director of Sales, Smart Modular Tech.
OKLAHOMA		
Robert C. Haefner	12/04-present 9/02-2/05 5/98-9/02	Franchise Consultant, Haefner Enterprises, LLC dba The Entrepreneur Authority EVP and COO, ShapeXpress, LLC EVP and COO, Wave3, Inc.
OREGON		
Rick Upton	01/04/06-present 9/04-12/05 12/02-8/04	President, Upton Group, LLC dba The Entrepreneur Authority President, Business Purchasing Solutions LLC dba The Entrepreneur Authority Director Sales Support, Pepsi-Cola Company
TEXAS		
Virginia Tidwell	7/04-present 5/92-present	Franchise Advisor, The Entrepreneur Authority of North Texas dba The Entrepreneur Authority Executive Sales Director, The Pampered Chef, Ltd.
Richard D. Burbank	11/04-present 12/02-3/04 7/02-11/02 7/99-6/02	Franchise Advisor, The Entrepreneur Authority- Ft Worth, Texas dba The Entrepreneur Authority Sales Manager, Epsilon Student MBA @ SMU National VP Sales, ADVVO, Inc.
Kathy S. Hill	9/04-present 5/91-present	Franchise Consultant, The Entrepreneur Authority of Houston dba The Entrepreneur Authority Executive Director, The Pampered Chef.
Thomas D. Pearce	7/03-present 7/99-present	Franchise Consultant, iLead Consulting and Training dba The Entrepreneur Authority President, iLead Consulting and Training

Michael Pollock	9/03-present	Franchise Consultant, E-Authority Inc. dba The Entrepreneur Authority
	8/03-2/05	Southwest Sales Engineer, Eastern Plastics
	1/01-7/03	Area Sales Manager, Endevco
	1/99-1/01	Territory Sales Manager, A. Biederman, Inc.
WASHINGTON		
John J. Carey	8/05-present	Franchise Consultant, Evergreen Franchise Consultants, LLC dba The Entrepreneur Authority

THE FRANCHISE AUTHORITY

Bob King – President since 1/2000.

THE BUSINESS ALLIANCE, INC.

The Business Alliance, Inc. is a Georgia corporation incorporated in 1999. Its principal place of business is 100 Hartsfield Centre, Suite 500, Atlanta, Georgia, 30354, and its telephone number is 404-763-2244.

Officers, Directors, and Key Employees

John Tittle, President

Mr. Tittle has been President of BAI since 2005. Prior to assuming the role of president, Mr. Tittle functioned as an affiliate for BAI, since May 1997. Subsequent to Mr. Tittle's involvement with BAI, he was president of Fort Kidd, Inc., which built, operated, and licensed a chain of children's indoor play parks around the globe.

Business Alliance, Inc. Affiliates

Mark Adair

Since September, 2004, Mr. Adair has been a Franchise Consultant of Franchise Ventures, Inc. (an affiliate of The Business Alliance), located at 111 Elm Creek Rd., Pottsboro, TX. Between November 2003 and September 2004, Mr. Adair was self-employed as a Rehabilitation Healthcare Consultant. From August 1999 through October 2003, he was the Director of Rehabilitation Services for the Texoma Healthcare System in Denison, TX. Mr. Adair also served as Assistant Administrator of the HealthSouth Rehabilitation Hospital in Alexandria, LA from December 1995 through June 1999. Prior to that, Mr. Adair was Director of Rehabilitation Services for St. Mary's Hospital in Rogers, AR from June 1992 through November 1995.

Salvador Alvarez

Since September 2004, Mr. Alvarez has been President & Franchise Consultant at Franchise Consultants (a Business Alliance Affiliate) located at 4714 E. Prickly Pear Trail, Phoenix AZ 85050. From January 2003 to May 2005, Mr. Alvarez was President of Soulunet, Inc. in Phoenix, AZ. From April 1994 to August 2001 Mr. Alvarez was Vice President of Business Development at Network Systems in Phoenix, AZ.

David Amos

Mr. Amos has been a consultant of Business Alliance of San Francisco/California located at 2310 40th Avenue, San Francisco, since 2000. From 1994 to 2000, he was the Owner of Banessa, Inc., located in San Francisco, California.

Cara Anderson

Miss Anderson has been a Consultant of Franchise Business Network (affiliate of the Business Alliance), located at 2920 East Range, Wichita, Kansas since 2004. Prior to Franchise Business Network, she was at Raytheon Aerospace Corporation where she served as a Computer Specialist from 1998 to 2004. From 1995 to 1998, she was attending College, majoring in Business Administration.

Ann Aneja

Since September 2004, Mrs. Aneja has been a Franchise Consultant of Top Notch Franchises (affiliate of The Business Alliance), located at 255 Huguenot St. # 1210, New Rochelle, NY 10801. Also in 2004 and in 2003, Mrs. Aneja worked as an Associate Brand Manager at Unilever in Greenwich, CT. Between September 1999 to May 2003, she worked as an Assistant Brand Manager at Philip Morris U.S.A. in New York, NY. Prior to that, Mrs. Aneja was in graduate school completing her MBA at the University of Minnesota from June 1998 to June 1999. From 1996 to 1997, she worked at Target Headquarters in Minneapolis, MN. Prior to 1996, Mrs. Aneja was completing her Bachelors at Indiana University in Bloomington.

Melissa Apgar and Jeff Slawson

Both Melissa and Jeff have been affiliates of the Business Alliance, Inc. since 2006. Melissa has held various positions at Masterfoods USA (800 High Street Hackettstown, NJ 07840), from 2001 to present. These positions include an EDI Specialist, Sales Analyst, Cost Accountant and currently a Fixed Cost/Broker Manager. Previous to Masterfoods USA, Melissa worked for a temporary agency for part of 2000, which was on assignment at Masterfoods USA. During the time spent at Masterfoods USA, Melissa also attended full-time college at University of Phoenix Online (2001-2005), receiving her Bachelor's in Business Administration. Before the start of her career and attending college, Melissa was a full-time student from 1996 to 2000. Jeff is currently a full-time student, working toward his Associates in Criminal Justice. Jeff began schooling in 2005, in which, during that time he was also working full-time at Atlantic States Cast Iron Pipe Company as a foreman. Jeff held employment with Atlantic States from 1998 until mid-year in 2005. Before employment at Atlantic States, Jeff worked for a local wire company (Jersey Strand and Cable), between the years of 1996-1998.

C. Fred Baker

Mr. Baker has been President of Midwest Franchise Investments, located at 1401 N. Sport of Kings Court, Wichita, Kansas since 2000. Prior to this position, he was Director of Real Estate at Koch Industries during the past 20 years.

David Baker

Dr. Baker has been a Management Consultant with Kingdom Consulting, Inc., located at 1577 Main Street, St. Johnsbury, Vermont since 2000, while also working part-time as the superintendent of schools in that same town. From 1995 to 2000, Dr. Baker was the full-time superintendent of schools for the St. Johnsbury School District. Prior to 1995, Dr. Baker served as a public school teacher and administrator in several districts in Vermont and Rhode Island after finishing graduate school in 1983.

Anthony J. Ballmann

Mr. Ballmann became an affiliate of the Business Alliance, Inc. in February of 2005. His office is located at 4385 Stonehenge, Dayton, Ohio. Prior to this affiliation Mr. Ballmann was self-employed as a franchise restaurant developer from 2003 to 2004. He was a college-level instructor in Information Technology from 2000 to 2003 and prior to that Mr. Ballmann was a stockbroker and financial planner at Merrill Lynch (from 1994 to 2000).

Jane Bannerman

Since March 2005 Ms. Bannerman has been a consultant/Broker for The Franchise Search, located at 735 Nelson Ranch Road, Cedar Park, Texas. Prior to The Franchise Search, Ms. Bannerman was a Account Executive for Construction Expo in 2004 . Ms Bannerman was President of Better Health Inc. in Austin, Texas from 2000 to 2004. From 1996 to 2000 Ms. Bannerman was the sole proprietor of Bantech.

Cory E. Barber

Since June 2004, Mr. Barber has been an Independent Franchise Consultant with The Franchising Authority, LLC dba The Business Alliance, Inc. Mr. Barber is located at 123 Blackberry Circle, Colchester, Vt. 05446. From July 1993 to present, Mr. Barber is the Marketing/Membership Manager for Costco Wholesale in Colchester, VT.

Natalie Barnes

Natalie Barnes has been president of The Owners Alliance since October 2005 (affiliate of The Business Alliance, Inc), located at 4411 184th Ave East; Lake Tapps, WA 98391. Prior to The Owners Alliance, she was with Starrow Enterprises, Inc. She held the positions of Vice President of Sales and Operations prior to becoming president of the company in 2000 until 2005.

Rick Beaulieu

Since mid 2005 Mr. Beaulieu has been a Franchise Consultant and owner of US Franchise Connection, a licensed affiliate of The Business Alliance Inc. He is also the President/CEO of BB Ventures LLC, a professional service provider and owner/operator of an Outdoor Connection franchise. All businesses are located at 1925 Fleetwood

Drive, Kingsport, Tennessee. From April 2001 through June 2005, Mr. Beaulieu held the position of President at Ordnance Systems Inc., a company held by BAE Systems, a global defense firm. Prior to April 2001 (Since 1982) Mr. Beaulieu worked for BAE Systems (or its legacy companies) in Austin, Texas holding several financial and senior management positions including Director of Business Operations and Director of Programs. Mr. Beaulieu holds an MBA and a BS from the University of Connecticut

Gail and Kurt Behrenfeld

Mr. and Mrs. Behrenfeld have been Franchise Consultants of The Business Alliance, Inc. located at 7 Hickory Lane, Suite B, Cortland, New York since November 2004. Before that, Mr. Behrenfeld was Vice President of Impact Sports Equipment, Inc. from 1995 to November 2004. Mrs. Behrenfeld was a stay at home mom for her children from 1993 to 2004.

Mark Bogomolny

Mr. Bogomolny opened Focus Franchise Group, LLC, an affiliate of the Business Alliance, in December of 2005, located at 4013 Laurel Circle, Cleveland, OH 44122 p:800-664-4854. From 1990 – present, Mr. Bogomolny was the Vice President of the MEM Group, Inc. (Cleveland, Ohio) a management services company. In addition, Mr. Bogomolny was a member and founder of Freshside Marketplace, LLC, (Westlake, OH) a retail specialty food store. Additionally, from 1990 – the end of 2004, Mr. Bogomolny was the president and Chairman of Landmark Products Corp, (Cleveland, OH) a company that created and sold food safety equipment to the restaurant and hospitality industry.

Omar Borrego

Mr. Borrego has been an affiliate of Business Alliance, Inc. since January 2005. He is currently President/CEO of Legacy Franchise Consulting, Inc., located at 14501 Montfort Dr. #1118 Dallas, TX 75254. Prior to Legacy Franchise Consulting, Inc., Mr. Borrego was a Buyer at El Paso Metals & Supply, Inc. from December 2003 to December 2004. He also held a Sales position with Nationwide Recovery Systems in 2003. From May 1998 to April 2003, Mr. Borrego held multiple Sales positions with Marriott International. Mr. Borrego was a MBA student from Spring 2001 to Fall 2003 receiving a degree in Corporate Finance. From May 1993 to May 1998, Mr. Borrego attended The University of Texas at Austin receiving his BBA in Marketing.

Dan Brunell

Mr. Brunell has been President of Dearborn West, LLC, located at 31957 Paseo Parallon, Temecula, California since 2003. From 2001 through 2003, Mr. Brunell was Chief Operating Officer at Acloche, LLC. Prior to Acloche, he was Regional Vice President at TradeSource, Inc. since 2000. He was Area Vice President of Olsten Corporation from 1992 to 2000.

Jeffrey L. Burrige

Mr. Burrige has been President/Consultant of StoneBridge Management, Inc., located at 4 Park Plaza, Suite 201, Wyomissing, Pennsylvania since 1997. He is also President and

Owner of Management Recruiters of Reading in Pennsylvania since 1997. Mr. Burridge was Vice President Sales & Marketing of Surgical Specialties Corp. from 1994 to 1997.

Tom Caldie

Since September, 2003, Tom has been the president and owner of Task Force Management, LLC, a strategic planning partnership located at 1461 Partnership Drive in Green Bay, Wisconsin. Concurrently, since July of 2000, he has been an Assistant Professor of Business, Management and Technology at Silver Lake College located in Manitowoc, WI. From 1994 to 2000, he was an organizational development consultant for the Oneida Tribe of Indians of Wisconsin, Inc., located in Green Bay, WI.

Marc Camras

Mr. Camras, PhD has been a self-employed Education and Organizational Development Consultant since 1993. His business is currently located at 1520 Calle Narcisos, Encinitas, CA. Mr. Camras is currently a Vice President of Planning and Operations for HR by the Hour in Carlsbad, CA. In addition to consulting during the past 10 years, Mr. Camras worked as a Corporate and Legal Recruiter for Murray Staffing from February 2005 to July 2005, as an Assistant Director in UC Irvine's School of Education from November 2003 to July 2004, as a professor and Program Director at UC San Diego from January 1997 to December 2003, and as a Research Associate and Teaching Assistant (also at UC San Diego) from July 1995-January 1997.

Peter Casey

Peter Casey has been a franchise consultant of Capital Franchise Group, LLC, located at 2865 South Eagle Rd, Suite 391, Newtown, PA since September of 2003. Prior to forming this entity, he was Managing Director of New Century Planning Associates, a privately held financial planning firm. Mr. Casey was also a Vice President of Marketing with over 10 years in the financial services industry.

Bruce Cerrito

Since November 2004, Mr. Cerrito has been a Franchise Consultant for Bruce M. Cerrito, PC dba Franchise Search Solutions (affiliate of the Business Alliance) located at 7909 E Joshua Tree Lane, Scottsdale, AZ 85250. From 1999 to 2004, Mr. Cerrito President of Bruce M Cerrito, PC was an Independent Agent for World Class Investments, a Business Brokerage Firm in Scottsdale, AZ. Between March of 1997 and April of 1998, Mr. Cerrito was the Sales Manager for Dale Carnegie Training in New York City, New York. From early 1996 to March of 1997, Mr. Cerrito was a Business Consultant and Investment Advisor as President of Consensus Capital Management in Englewood, NJ and continued on a part time basis until December of 2003. From 1989 to August of 1995, Mr. Cerrito, as the President of Unique Buying Concept, Inc., was a Franchisee of United Consumers Club, operating in Westbury, NY.

Edward J. Chong

Mr. Chong is President/Owner of QSL, Inc. from 11/2000 to present, located at 8500 Lyra Drive, Columbus, Ohio 43240. Prior to this he was President/Owner of Chong-Hadaway, Inc. from 3/1988 thru 12/2004, located at 350 West Third Ave. Columbus, Ohio 43201.

Michael Chuchmuch

Mr. Chuchmuch has held his current position as President of The Franchise Executive Group, Inc. since January of 2006. From 2000 till January of 2006, Mr. Chuchmuch served as V.P. of Organizational Change and People Development for Unisys Corporation. Prior to that, he served as a Principal Managing Consultant with PricewaterhouseCoopers in the area of Strategic Change.

Andre Clouatre

Mr. Clouatre has been a consultant dba FranResources (affiliate of The Business Alliance), located at 1022 Bourbon Avenue, Baton Rouge, Louisiana since April 2005. Prior to that, he was business manager at St. Luke's Episcopal Church and School. From 1993 to 2004, he taught and helped manage a school for international students at Louisiana State University.

James Coen

Mr. Coen has been a Consultant of Franchise Perfection. (affiliate of The Business Alliance), located at 675 VFW Parkway #121 Chestnut Hill, MA 02467-3656 since June 2004. Prior to Franchise Perfection, since 1986 Mr. Coen worked with the Super Coups Franchise Organization. Super Coups, a MA based franchise organization. His responsibilities at Super Coups included: franchise sales, franchise training, sales management, regional sales, and director of Franchise Development.

John Cogley

Mr. Cogley joined the Business Alliance Inc in December, 2005. For the five year period prior to his affiliation, he was President of Matrix Management LLC, a real property management company. He is now a member and President of Franchise Analysts & Advisors LLC, located at 11102 Exeter Lane, Brighton, MI 48114.

Pete Connor

Mr. Connor is President of Rainmaker E-Business Solutions at 4316 Lakeway Blvd. Austin Texas 78734 which became an affiliate of Business Alliance in Feb. 2006. Prior to joining BAI, he has been in the equipment leasing industry for 15 years with his most recent position being Regional Sales Manager of Heartland Business Credit where he started in February 2004. Prior to that he was the District Sales Manager of Tatonka Capital from May 2003 to February 2004. He also served as Vice President of Sales for Leasing Group beginning in December 1997 through December 2003. Before working at Leasing Group he worked at Tokai Financial Services in various positions from March 1991 to December 1997.

Vicki Cook

Since February 2000, Ms. Cook was a caregiver to an ill family member in Centennial, CO. From 1997 – 2000 Ms. Cook did some interior design and sold furniture at Kacey Fine Furniture, in Denver, CO. From 1994-1997 she was a consultant in the interior design business for herself in Denver, CO.

Anthony "AJ" Dellanno

Since June 2005, Mr. Dellanno has been a consultant of Business Alliance of New Providence/New Jersey located at 91 Commonwealth Ave. Since 1998 to present Mr. Dellanno is the sales manager for Rug Renovating in East Orange, New Jersey. From 1995 to 1999, Mr. Dellanno was a college student.

James M Ditta

Since March of 2004, James Ditta has been an independent franchise consultant for the Business Alliance, Inc. Mr. Ditta has an office location at 6510 Eagle Wood Ln. in the town of Spring, TX. From February 2001 until August of 2003, Mr. Ditta was the Director of Procurement for a division of Haliburton and prior to that he worked with Texas Instruments for over 20 years with responsibilities for worldwide procurement supporting all electronic components.

Michael & Karen Doherty

Michael and Karen Doherty have been Franchise Consultants of the Business Alliance since 2005. Michael is currently the VP of Business Development for Newfound Technology located at 330 Codman Hill Road, Boxborough, MA since 2004. Prior to that Mr. Doherty held various positions from 1994-2004 including Director of Business Development and Director of Sales at Source Electronics, 26 Clinton Drive, Hollis, NH. Mrs. Doherty has been a Real Estate Broker at William Raveis and Century 21 Real Estate since 2003. Prior to Century 21 Realtors, Mrs. Doherty was housewife.

Dick Dowd

Since March 2004, Mr. Dowd has been a Franchise Consultant of N3p The Professional Franchise Consulting Group (affiliate of The Business Alliance), located at 109 Niagara Falls Drive, Anna, TX 75025. Mr. Dowd's title at N3P is President/CEO. Also in 2004 Mr. Dowd was the Vice President of Operations for FranMaster Specialists, Franchise Master Specialists and Master Franchise Specialists, from June 2004 through January 2005. While holding these positions Mr. Dowd has always worked from 2109 Brabant Drive Plano, Texas 75025. Prior to becoming a Business Alliance Affiliate, Mr. Dowd worked for EDS from September 2000 through June 2004, his title was Managing Consultant, in doing so Mr. Dowd worked from 2109 Brabant Drive Plano, Texas 75025. Mr. Dowd was unemployed from June of 2000 until September 2000 when he started work for EDS in Plano, Texas. From June 1999 through June of 2000 Mr. Dowd was employed by telecom technologies inc. of Richardson, Texas, as a Program Manager.. From November 1983 through June 1999 Mr. Dowd was employed by MCI/WCOM in Richardson, Texas, also as a Program Manager.

Jeff Dudzinski

Mr. Dudzinski has been an affiliate of the Business Alliance, Inc. since June of 2004. He is currently and has been President of Oakland Management Services, Inc., located at 5733 Springbrook Drive, Troy, Michigan since 1983.

Hank Edmunds

Since July 2004, Mr. Edmunds has been President of THEDCO Consulting, L.L.C. THEDCO Consulting, L.L.C. is a Business Alliance Inc. Affiliate. Mr. Edmunds is located at W53 N853 Castle Court, Cedarburg, WI 53012. From December 2000 to

December 2003, Mr. Edmunds was Market Manager for Western Industries, Inc. in Milwaukee, WI. From May 1998 to December 2000, Mr. Edmunds was Director of Sales and Marketing for Ataco Steel Products in Cedarburg, WI.

James Evangelista

Mr. Evangelista started JJE Solutions/DBA to broker franchises in January 2005. The Business is located at 47625 Manorwood Drive in Northville, MI. 48167.

Prior to this Mr. Evangelista held various positions in engineering, manufacturing and marketing as follows: He was Chief Engineer for Intier Automotive in Novi, MI from August 2002 – January 2005. He was President of Technical Marketing Associates, Inc. in Grosse Ile, MI from March 2000 – August 2002. He was General Manager at Shiloh Industries in Mansfield, Ohio from 1996 – March 2000. From 1990 to 1996, Mr. Evangelista was Sole Proprietor of Technical Marketing Associates in Grosse Ile, MI.

Mark L. Farrar

Since January 2006, Mr. Farrar has been a Franchise Consultant at Summit Franchise Solutions, LLC (affiliate of The Business Alliance), located at 9529 Fox Hollow Drive, Potomac, Maryland. Mark is also currently Vice President of Business Development at Verizon Network Security (formerly NetSec) of Herndon, Virginia, where he has been since February, 2003. From December 2000 to January 2003 Mr. Farrar was President and CEO of Spontaneous Networks, Inc., of Bethesda, Maryland. From October 1999 through November 2000 he was Eastern District Manager, Telecommunications Practice, with Netigy Corporation, San Jose, California. From July 1998 through October 1999 Mr. Farrar was Regional Vice President, Mid-Atlantic, for Predictive Systems, Inc. of New York, NY. Mark was Vice President, Sales and Marketing, for Compus Systems, Inc. of Rockville, Maryland, from January 1998 through July 1998. Mark held various positions, including Vice President of Marketing, at Federal Data Corporation, of Bethesda, Maryland, where he was employed from October 1987 thru January 1998.

Nathan & Carolina Feldick

Mr. and Mrs. Feldick have been affiliates of The Business Alliance, Inc. since November of 2004. Their company, Franchise Decisions, is located at 3215 E. Cardinal Court in Chandler, Arizona. In addition to franchise consulting, Mr. Feldick has been employed as a Brand Manager with Optima Retail Services, LLC since July of 2004. Prior to this, Nathan had been employed with ExxonMobil Corporation since June of 1990. During his tenure with ExxonMobil, he held various positions, most recently to include Regional Operations Manager, Business Development Manager, Category Manager and Project Manager. Mrs. Feldick has been employed as a Sales Representative with Pepsi Bottling Group since July of 1993. Previous to this, she was employed by ExxonMobil as a Territory Manager from June of 2000 to July of 2003 and was a student prior to her professional experiences.

Fred and Patricia Flanagan

Since 2003, Mr. and Mrs Flanagan have been affiliates of the Business Alliance, Inc. located at 63808 E-Whispering Tree Lane, Suite 3B, Tuscon, AZ, 85739. Mr. Flanagan was an ERP Specialist at Day and Zimmermann, Inc., located at 110 Windy Brook Drive,

Suite 3B, Cinnaminson, New Jersey from 2002 to 2005. He held various positions at Day and Zimmerman from Project Manager and Field Project Controls Manager since 1991. Ms. Flanagan has been a Real Estate Broker at Weichert Realtors for the last nine years. Prior to Weichert Realtors, Ms. Flanagan was a housewife.

Maryann Ford

Ms. Ford has been a Franchise Consultant of Entrepreneur Solutions (affiliate of the Business Alliance), located at 243 Water Street, Newburyport, MA, since 2005. Prior to Applied Entrepreneur Solutions, she was with OneBeacon Insurance from 2003 to 2005 and served as a Learning and Organizational Development Consultant. In 2002, Ms. Ford joined Allmerica Financial as a Senior Business Improvement Consultant. From 2001 to 2002, she managed the Training and Communications Division for PacifiCare Health Systems in California. Ms. Ford was also the Learning and Development Manager for First Consulting Group in California from 1998 to 2001. Prior to First Consulting, Ms. Ford spent eight years as an Education Consultant with Xerox Corporation in El Segundo, CA.

Joanie Franke

Since March 2003, Ms. Franke has been in Business Consulting Services at Franke Business Solutions, located at 35 W. Greentree Dr. Medford, NY 11763. From April 1999 to March 2003, Ms. Franke was the Business Planning Manager at Merck & Co., Inc., Medco Division. She held the position of 360 Program Administrator at AZ Dept. of Transportation in Arizona from July 1997 to January 2003. She was a College Student during September 1992 to May 1997.

Brett A. Franks

Mr. Franks has been a Franchise Consultant and affiliate of the Business Alliance, Inc. since December, 2005, located at 1885 Kingsbury, Prescott, AZ. From 2001 through 2003, he was Owner and President of 4WebHits.com, an online advertising broker. Prior to that, Mr. Franks was at MyBenefitSource in 2000 and served as both Web Design Specialist and Regional Vice President. From Fall of 1998 through 1999, he was Vice President of Preferred Programs Insurance Services, Inc., and prior to that, Mr. Franks served as Director of Operations for ESI Risk Management Agency, Inc from 1995 to 1998.

Michael J Franz

Since January, 2006, Mr. Franz has been an affiliate of The Business Alliance, Inc. He is currently and has been Director, Corporate Customer Service for ValueOptions, located at 1199 South Beltline Road, Suite 100, Coppel, Texas since 2005. Mr. Franz was a Senior Account Manager for Perot Systems Corporation in Plano Texas from 1999 to 2005. Mr. Franz was Director of Claims and Business Services for the Consumer Plumbing Recovery Center in Plano, Texas from 1995 to 1998.

Bob Fuhrman

Since April 2004, Mr. Fuhrman has been an Independent Franchise Consultant with The Business Alliance, Inc. dba RF Franchise Systems. Mr. Fuhrman is located at 49 Clinton

Ave., Ridgewood, NJ. From July 1986 to December 2003, he held the position of import/export director for S. Goldberg & Co., Inc, in Hackensack, New Jersey.

Dale A. Gallegly

Mr. Gallegly is President and Franchise Consultant for Franchise Synergies (affiliate of The Business Alliance) located at 1402 Constellation Drive, Allen, Texas 75013 since 2004. From 1995 to 2004 he was Regional Account Executive for Bankers Systems, Inc.

Alan Ganzer

Since January 2004, Mr. Ganzer has been a Product Development Director with Eastman Footwear, located at 34 West 33rd St., New York, NY. Prior to that, he was a Buyer for the Meldisco Division of Footstar, in Mahwah New Jersey from 1996. Before that he was Senior Buyer at Shoe-Town, Inc., in Totowa, New Jersey since 1983.

David Geraci

Since August of 2005 Mr. Geraci has been a consultant with the Vantage Franchise Group (affiliate of The Business Alliance) located at 8846 Robinwood Terrace, Macedonia, Ohio 44056. Previously Mr. Geraci was the Director of Marketing for Technical Consumer Products from 1999-2005. Prior to that Mr. Geraci was a Senior Product Manager for several product categories at Waxman Consumer Products Group from 1991-1999.

Lou Gerber

Mr. Gerber has been a Franchise Consultant for Gerber Franchise Consultants (affiliate of The Business Alliance),located at 8925 Carlisle Ave. Baltimore Md. since October 2005.

From 1986-2004 he was the owner and president of Maryland Maids located in Baltimore Maryland. Prior to this he served as a Paramedic EMT with the Romney and Augusta Rescue squads in West Virginia, and ER Trauma paramedic at City Hospital in Martinsburg, WV. He is retired from the US Navy.

Bonnie Gilbert

Mrs. Gilbert, located at 9520 Stoney Ridge Road, Springdale, MD, began her affiliation with the Business Alliance in 2005. From August of 2004 to March of 2005 she was employed as a Work Adjustment Training Specialist with Melwood Horticultural Training Center. Since August of 1999, Mrs. Gilbert has also been an adjunct college professor at Anne Arundel Community College, Howard Community College and the University of Maryland Baltimore County. Between 1995 and 1999, Mrs. Gilbert was a Master's and PhD student.

Lawrence J. Goetz

Since November 2003, Mr. Goetz has been a consultant with Pin High Management Group, LLC. (affiliate of The Business Alliance). Pin High recently formed Franchise Pipeline and will do business under that name. From 1995 to the present Mr. Goetz has been a member of R&L Leasing Company, LLC. a real-estate investment company. Also

during this time Mr. Goetz was from 1997 to 1998 President of the International Midas Dealers Association and was a Midas franchisee until 1999.

Bruce H. Griffin

Since February 2005, Mr. Griffin has been a Franchise Consultant of Golden Wave Enterprises (affiliate of The Business Alliance), located at 719 Pruitt Drive, Madeira Beach Florida. Also in 2004 and 2005, Mr. Griffin was the Operations Manager at Midway Services in Clearwater, Florida. Between September 2000 and December 2003, he was a Senior Project Manager of Itron, Inc. in Spokane, Washington. Prior to that, Mr. Smith was a Project Manager at Utility Partners since December 1997. From 1995 to 1997, Mr. Smith was Operations Manager for Clearwater Gas Systems, in Florida.

Linda Lane Haghi

Linda Haghi has been a franchise consultant affiliated with the Business Alliance located at 30902 Calle Moraga, Laguna Niguel, California, since 1995. From June, 2001 to the present, she is the Executive Director of Program Management at South Coast Medical Center, a community hospital in Laguna Beach, California. From 1997 – 2001, she worked at Huntington Hospital in Pasadena, California, first as a senior associate and then as the director of the Cancer Center. In 1996, Ms. Haghi moved to California and briefly formed her own consulting company before joining Huntington Hospital. From 1993 – 1996, she worked at Henry Ford Health System in Detroit as the Executive Director of the Center for Senior Independence.

Gregg Halberstadt

From October 2004, Mr. Halberstadt has served as president Franchise Consultants, Inc., a company that assists entrepreneurs in finding business opportunities. From 2003-2004, he served as Director of Business Development for MVP Collaborative, a Madison Heights, MI company providing marketing services. From 2000-2003, Mr. Halberstadt was Director of Industry Relations for ANXeBusiness, a Southfield, MI company providing network services to the automotive supply chain industry. Prior to that, from 1985-2000, he was Director of Marketing for Compuware, a Detroit-based company providing software and professional services.

Michael and Nancy Hamman

Since 2001, Mr. Hamman has been Firm Principal of Franchise Advisers and Demand Resources, located at 3410 Arbor Creek Point, Atlanta, Georgia. From 1999 to 2001, he was Marketing Director of eQuorum Corporation in Atlanta Georgia. Mr. Hamman has held several Marketing positions at Intergraph Corporation in Huntsville, Alabama since 1985.

Ms. Hamman has been a Franchise Broker at Franchise Advisers in Atlanta, Georgia since 2001. Prior to Franchise Advisers, Ms. Hamman was with The Main Event in Huntsville, Alabama as Event Planner and The Darrell Walker Personnel Services in both Huntsville, Alabama and Atlanta, Georgia.

Tim Hart

Mr. Hart has been an affiliate of the Business Alliance, Inc. since 2005. He is currently President of T.M.H. Consultant located at 1062 Campanile, Newport Beach, CA. Mr. Hart was Owner/C.E.O. of Global Communications in Corvallis, Oregon from 1999 to 2004. Prior to Global Communications, Mr. Hart was Owner/Consultant of T.M.H. & Associates from 1985-1989 in Newport Beach, California.

Tom Harvey

Since October 1999, Mr. Harvey has been President of Taylor-Grant Marketing, Inc., located at 12120 State Line Road, #176, Leawood, Kansas. From June 1982 through October 1999, Mr. Harvey was Vice-President at Empire Plastics, Inc. in Gardner, Kansas.

Greg and Mary Helen Hedgebeth

Mr. and Mrs. Hedgebeth have been affiliates of Business Alliance, Inc. since August of 2005. Mr. Hedgebeth is currently President of Hedge Financial Corp., located at 7335 Kennedy Lane, Cincinnati, Ohio 45242. Mrs. Hedgebeth is Vice President of the same company. Prior to this Mr. and Mrs. Hedgebeth were owners of Teamax, Inc., located in Cincinnati, Ohio, from 1995 to 2005.

Michael Hemenway

Mr. Hemenway serves as CEO of Brand Expansion, Ltd. since June 2005 until present which is located in Scottsdale, AZ. Prior to this served as CEO of Funding Consultants from February 1996 until June 2005 based in Las Vegas, NV and Scottsdale, AZ.

Heath Hippel

Since September of 2005 Mr. Hippel has been a Consultant/Broker DBA Summit Franchise Consulting, located at 1002 Taylor Ridge Dr., Spring, Texas. Prior to Summit Franchise Consulting, Mr. Hippel was a homebuilder with David Powers Homes in Houston, Texas from June 2005 to October 2005. Prior to that Mr. Hippel worked as a Project Manager with Moody National Companies, a real estate firm in Houston, Texas from May 2004 to June 2005. Prior to that Mr. Hippel was a superintendent with Long Lake Ltd., a Houston, Texas homebuilder, from April 2002 to May 2004. Prior to that Mr. Hippel was in Houston, Texas and held sales positions in financial services with Morgan Keegan from June 2000 to March 2002, in software with BindView Development from Nov. 1998 to April 2000, and in medical equipment with HOWMED, Inc. from Nov. 1997 to Nov. 1998. Directly out of college, Mr. Hippel worked in a fly-fishing retail store in Aspen, CO called Oxbow Outfitting Company from June 1996 to September 1997. Prior to that Mr. Hippel was attending Trinity University in San Antonio, Texas where he earned a Bachelors of Science in Business Administration.

Jennie Ho

Ms. Ho has been a consultant DBA SmartFranchiser since November 2005, located at 1676 West Sumac Lane, Anaheim, California. Prior to SmartFranchiser, she was in training for Marcus & Millichap from July 2005 to November 2005 as a Commercial Sales Agent. She took some time off of work from January 2004 to July 2005 for personal family reasons. From February 2003 to December 2003, she was employed at SBC Communications as a Network Sales Consultant. She traveled to Europe from April

2002 to January 2003. From September 2000 to April 2002, she worked for Qwest Communications as a Major Account Executive III. From July 1998 to August 2000, she worked for WorldCom as a Major Account Executive III. From June 1996 to July 1998, she worked at DSA Personnel as a Recruiter. From April 1995 to June 1996, she worked for California Casualty as a Sales Representative. From August 1994 to April 1995, she worked as an Office Supervisor for Adia Personnel Services. Before that, she attended University of California, San Diego.

Bob Hollingsworth

Mr. Hollingsworth is a consultant with Dominion Franchises (affiliate of the Business Alliance Inc.), located at 718 Turnbuckle Court, Chesapeake, Virginia since December 2005. Prior to Dominion Franchises, he was employed by CACI, International from October 2003 to December 2005. At CACI, Mr. Hollingsworth's primary duties were as a consultant to the U.S. Navy's Enterprise Resource Program (ERP) development project, CACI's Naval Aviation Enterprise Business Develop Team, and Management Representative to CACI's ISO 9000 certification activities. From April 1986 to February 2000 and July 2000 to September 2003, Mr. Hollingsworth was employed by ManTech International serving as Management Director, providing services in Business Development leading to Project Manager assignments and as consultant to numerous U.S. Navy software development projects. From February 2000 to August 2000, American Express Financial Advisors employed him as a Financial Advisor. Mr. Hollingsworth attended Old Dominion University part time from May 1997 to May 2000, graduating with the degree 'Master of Business Administration'.

David J. Holly

Since August 2005, Mr. Holly has been the owner and a Franchise Consultant with Prime Franchises Group, LLC, an affiliate of the Business Alliance, Inc., located at 2214 Lytham Lane, Katy, Texas. Mr. Holly also currently develops and invests in outpatient medical imaging centers. Mr. Holly began his imaging center ventures during his employment with MED-IM Development, Inc. of the Woodlands, Texas, a medical imaging development and management company, where he served as Vice President – Development from December 2000 to May 2005. Prior to his tenure at MED-IM, Mr. Holly was the developer and served as the Chief Executive Officer of two hospitals: CHRISTUS St. Catherine Hospital in Katy, Texas (September 1998 to July 2000) and Southeast Texas Rehabilitation Hospital in Beaumont, Texas (February 1990 to July 1998).

Pamela Hooper

Ms. Hooper has been Franchise Manager for The Business Alliance, Inc, located at 100 Hartsfield Centre Parkway, Suite 500, Atlanta, GA 30354 since 2005. Prior to Business Alliance, she worked for the State of Georgia from 2000 to 2005, serving as an Assistant Webmaster. From 1999 to 2000, she was a Marketing Associate with Frank Cawood and Associates. She was a Computer Maintenance and Switching Systems technician for the USAF from 1996 to 1998. Prior to joining the Air Force, she attended the University of Georgia from 1992 thru 1996.

Michael Howard

Mr. Howard began his affiliation with the Business Alliance in January 2006 as President of JM Franchising Solutions, LLC, located at 11646 Meridian Point Drive, Suite 100, Tampa, Florida. Prior to starting his consulting practice, he was Chief Financial Officer of Family Sports Concepts, Inc., the franchisor of Beef 'O' Brady's Family Sports Pubs from 2003 - 2005. For 2000 – 2002 he was CFO for Wildwood Equestrian Center in northwest Georgia. From 1999-2000 he served as CFO for BR Guest, Inc., a high end restaurant chain in New York City. From 1997 – 1998 he was CFO Quincy's Family Restaurants in Spartanburg, South Carolina until the concept was sold.. Mr. Howard served in financial management for Metromedia Restaurant Group (Steak & Ale, Bennigan's, Ponderosa, Bonanza) in Dallas from 1989 - 1997 and Red Lobster Restaurants in Orlando, Florida from 1978 – 1988.

Diana Hutcherson

Since 2006, Ms. Hutcherson has been an affiliate of the Business Alliance, Inc. located at 1201 S. Parker Rd, #104, Denver, CO. Prior to joining the Business Alliance, Ms. Hutcherson was Vice President of Administration for Smoker Friendly Intl. since 1995.

Greg Jacobson

Mr. Jacobson has been President of Ideal Franchises, located at 6671 W. Indiantown Road, Suite 56-454 in Jupiter, Florida since 2000. Mr. Jacobson was with Slim-Fast Foods Company in West Palm Beach, Florida from 2000-2003. Prior to that, he was with Kellogg's in Battle Creek, Michigan from 1997. From 1992 to 1997 he was at Mead Johnson Nutritionals in Evansville, Indiana.

Ronald J Jankowski

Mr. Jankowski has been a consultant of Fran-Assist, Inc of Chicago, IL, located at 5215 N. Clark Street, Chicago, IL, since 2005. He also holds the position of membership Director of the Illinois CPA Society, where he has been since 2003. Prior to that, from 1996 to 2003, he was Director of Membership and Chapter Services at the Academy of General Dentistry.

Tom Johnston

Mr. Johnston has been affiliated with Business Alliance, Inc. since October 2004.

Currently he is the President of Franchise Consultants, located at 45 Engrem Avenue, Rutland, VT, 05701. Previously, from January 1996 through February 2003, Mr. Johnston held positions as the General Manager, VP of Information Technology, CIO at SoVerNet, Inc, Bellow Falls, VT. Prior to 1996, he was self-employed in construction and real estate development from 1984 through 1996.

Jewelle Jones

Ms. Jones became a franchise consultant of Keystone Franchise Resources, LLC (an affiliate of The Business Alliance, Inc), located at Two Bala Plaza, suite 300, Bala Cynwyd, PA, in 2005. Since August 2001, Ms. Jones has been a program analyst, essentially a consultant for private agencies that seek a contract with the city of Philadelphia in Pennsylvania. She was a graduate student from April 2000 through December 2002 earning an MBA to facilitate a change in careers. Prior to contract

administration, she was a social worker for the city of Philadelphia's Department of Human Services from 1993 until 2001.

Nora Jucius

Currently, Ms. Jucius is owner and consultant with Franchise Destination, (an affiliate of the "Business Alliance Inc") since January of 2005. It is located at 7490 Pine Knob Road. Clarkston, Michigan. Nora Jucius also currently works for Snelling Personnel on a part time basis. She has been the Director of Operations for Snelling Personnel in Southfield, Michigan since August 2002. Prior Ms. Jucius was an Executive Recruiter for Seligman and Herrod in Troy Michigan from August 2001- August 2003. Nora Jucius was the Corporate Trainer for Snelling Personnel in Southfield, Michigan from July 1999-August 2001. From April 1996- July 1999, Ms. Jucius was the Branch Manager for Accountants on Call in Troy, Michigan. Prior Nora Jucius was a part owner of a restaurant called Mexico Lindo in Waterford, Michigan from April 1990-January 1996.

Chris Kane

Since May 2005, Mr. Kane has been a Franchise Consultant of Frontier Franchises, Inc. (affiliate of the Business Alliance, Inc.), first in Anchorage, Alaska, now conducting business from 1984 NW Thomsen Lane, McMinnville, Oregon 97128. Prior to May 2005, he worked as a Land Surveyor, beginning May 2002 with the US Forest Service and then in September 2002 with the State of Alaska, Dept. of Transportation. Mr. Kane returned to school at the University of Alaska at Anchorage, to further his education from August 2001 to May 2002. Mr. Kane was employed by Mac Tools, Inc. as a Direct Distributor in Anchorage, Alaska from 1997 to 2001. From 1994 to 1997 he worked as a Project Manager and Estimator for a Paving and Excavation firm based in Anchorage, Alaska.

Keith A. Kassel

Since July 2004, Mr. Kassel has been an Independent Franchise Consultant for Opportunities in Franchising, LLC, (affiliate of The Business Alliance, Inc.). Mr. Kassel is located at 11767 Round Hill Dr., St. Louis, MO 63128. From February 2004 to July 2004, Mr. Kassel was unemployed. From September 1991 to February 2004, Mr. Kassel was Assistant Vice President, Branch Manager and Vice President, Business Development Officer for Commerce Bank N. A. in St. Louis, MO.

Ralph Keyslay

Mr. Keyslay has been an independent franchise broker of the Business Alliance, Inc. since January 2005. He has also been president of World Wide Specialty, LLC since 1997 located at 12 Lojko Drive, Nashua, NH. From 1991 to 1997 he was a software sales engineer for Ansoft in Nashua, NH.

Barry Khodavandi

Since 2004, Mr. Khodavandi has been an Independent Franchise Consultant for North America Franchise Solutions, LLC, a Business Alliance, Inc. affiliate. Mr. Khodavandi is located at 2813 Brandon Rd, Suite B, Madison, WI.. From October 1988 to June 2004, Mr. Khodavandi was Senior Mechanical Designer with Alkar RapidPak in Lodi, WI.

David Klein

Mr. Klein has been a Franchise Consultant of FranchiseStrategies, Inc. (an affiliate of the Business Alliance, Inc.) located at 2140 Birch Drive, Lafayette Hill, PA, 19444 since February of 2005. Prior to that, he was President of Apparel Resource Management form 1998 until 2005. From 1971 to 1998, he was Senior Vice President of Today's Man, Inc.

Charles Kleinhans

Mr. Kleinhans became affiliated with The Business Alliance in February 2005 and operates his business consulting at Alpha Business Connections LLC at N2861 Driftwood Beach Road, Chilton, WI 53014. Prior to Alpha Business Connections he was at Briess Malt and Ingredients Co. Inc. from 1995 to 2004, where he held positions of Director of Corporate Operations, Director of Facility Development and Plant Manager.

Cheryl Larsen

Since September, 2004, Ms. Larsen has been an Independent Franchise Consultant and President of Franchise Select, LLC, an affiliate of The Business Alliance, Inc. Ms. Larsen's business address is PO Box 267, Watertown, MA 02471. From September 2004 to the present, Ms. Larsen has been the President of Franchise Select, LLC. From 2003 to the present she has been President of Business Finance Resources, LLC in Watertown, MA. Prior to that, she was a Financial Advisor with Merrill Lynch from 2001 to 2002 in Burlington, MA. Ms. Larsen gained her personal experience in franchising through family owned Dunkin' Donuts, and from 1994-2000 was a Mail Boxes Etc. Franchise Owner in Belmont, MA.

B. Alan Layne

Mr. Layne has been a Consultant/Broker of Global Biz Choice, Inc. (affiliate of The Business Alliance), located at 97 Penn Lyle Road, Princeton Junction, New Jersey since 2005. From 1991 to 2005, he was President of Professional Career Institute, Inc., located in Princeton, New Jersey.

Tim Lewis

Mr. Lewis has been a franchise consultant with The Lewis Consulting Group (affiliate of The Business Alliance), 100 Sunfish Drive, Highland, IL since October 2005. From December 1995 to September 2005, Mr. Lewis was the Executive Vice President of Wiegmann Associates, St. Charles, MO.

Philip Liddell

Mr. Liddell has been an Independent Business Consultant at Affiliate of The Business Alliance, Inc., located at 125 Coolidge Avenue, #605, Watertown, Massachusetts since 2003. From 2000 to 2003, he was Product Marketing Manager at Beloit Corporation. Mr. Liddell was the Territory Sales Manager at IMPCO, Ingersoll-Rand between 1994 and 1996. Prior to that position, he was Sales Engineer also at IMPCO, Ingersoll-Rand from 1993 to 1994. Mr. Liddell was Research and Development Technician of IMPCO, Ingersoll-Rand since 1990.

Judy Linares

Starting in September 2004 Mrs. Linares has been a Franchise Consultant with The Franchise Finders, Inc. an affiliate of The Business Alliance, Inc., at 12941 Kapok Lane Davie, Fl 33330. In February 2004 Mrs. Linares invested in Verb Exchange and became a Certified Agent for Tagline. From 1979 to 1999 Mrs. Linares worked in the transportation industry as a Sales Executive. The two main areas of focus were importing and exporting of ocean and air cargo working with both regional and national accounts.

Wendy Lockwood

Ms. Lockwood has been the Owner of Dear Business Consulting (affiliate of The Business Alliance), since February 2006. This business is located at 15320 Spiritwood Loop, Elbert, CO 80106. From December 1997 to the present time (February 2006) Ms. Lockwood has been employed by CEA Technologies, Inc., located at 1735 Merchants Court, Colorado Springs, CO 80916. Ms. Lockwood is the Director of Business Development at CEA. From 1995 to 1997 Ms. Lockwood was employed with Starbucks Coffee, Inc. as a store manager at various retail locations through-out Colorado Springs, CO.

Michael Lorsch

Since April, 2005, Mr. Lorsch has been a Consultant for M. Lorsch Consulting located at 904 Sussex Court, Buffalo Grove, Illinois. From 1994 to 2005, he has been the owner of 3 Great Frame Up franchises located in the Chicago and Milwaukee areas.

Charles Lurie

Mr. Lurie has recently formed One Source Franchises & Consulting, LLC (An affiliate of The Business Alliance), located at 4141 Alston Lane, Birmingham, AL 35242. Currently, he is also the CFO/V.P. Finance of DMK Entertainment, Inc, which owns and operates franchises; including 44 Blockbuster Video franchised locations. Charles has been with DMK Entertainment since January, 2002. From November 2000 – January 2002 Charles was the CFO of Mazer Discount Home Centers, Inc. From 1989 to 2000 he was a practicing CPA with the firm of Lapidus, Tuck & Raymond. From 1978 to 1989 he was a buyer and advertising director for Standard Distributors (a retail catalog showroom).

Michael Mann

Mr. Mann has been a Consultant of Franchise Discovery, Inc. (affiliate of Business Alliance), located at 5918 S Eudora St. Centennial, CO 80121 since September 2004. Prior to Franchise Discovery, he worked as a Sales Manager at BMC West Corporation from 1997-2003. From 1984-1997 he owned and operated four full service steak restaurants in Denver.

Gina Mazzotta

Ms. Mazzotta has been an Affiliate Consultant of the Business Alliance, Inc. since November 2005, with her offices located at 257 So. Walpole St., Sharon, MA 02067. Prior to this, she held an Accounting position with RNK Telecom, 333 Elm St., Dedham, MA 02026, from October 2004 to November 2005. From October 2003 to October 2004 she held an Administrative position, as Assistant to one of the Directors of Riverside

Community Care, Washington St. Dedham, MA 02026. From August 1997 to October 2003, she held a position in the Financial Department of Dental Associates of Walpole, 1450 Main Street, Walpole, MA 02081, managing Accounts Payable, Purchasing, Payroll and Benefits. Prior to this she worked for Advanced Health Services in Norwood, MA as an Insurance Verification/Collections Clerk from 1995 to 1997.

Joe McGrade

Since June of 2005, Mr. McGrade has been the President of J.F.K., Inc.- Business/Franchise Consulting (affiliate of The Business Alliance), located at 2310 Forest Glade, Fort Wayne, Indiana. From April 2001 through May 2005, Mr. McGrade was self-employed as a consultant with Strategic Systems. Between April 2000 and March 2001, he was the Managing Partner for JADE, LLC, (an investment company). Prior to that, Mr. McGrade was the Vice President of Operations for VDO (Philips Automotive Electronics) from July 1993 through March 2000.

Gary Metter

Since 1995, Mr. Metter has been owner and prime consultant at Chase & Powers located at 10906 NE 197th St., Bothell, WA, providing strategic development, executive coaching, and business brokerage services to a diverse group. Clients include service businesses, manufacturing, assembly and distribution companies. During this period, he has held concurrent short-term positions with several of these clients including Adventures Northwest, Inc., (Dir.), BEC Advisors, Inc., (Senior Advisor), Prepared Response, Inc., (Dir. Bus. Dev.).

James L. Miller

Mr. Miller is currently President of All American Franchises, a franchise consulting company, an affiliate of Business Alliance, located at 4013 Benjamin Dr., Cincinnati, Ohio 45245. From 1998 till October of 2005, he was retired. From 1984 to 1998, he was President of All Star Services, and All American Fun - two special event companies specializing in corporate entertainment. They were located in Indianapolis, Indiana and Cincinnati, Ohio.

Steven Miller

Mr. Miller formed Professional Franchise Consultants, LLC (PFC) in January, 2006, following 15 months of retirement. PFC is physically located at 793 S. 3rd Avenue, Sequim, WA 98382. From April 2003 through September 2004, Mr. Miller was the President of MLH Management, LLC, a real estate asset management firm. From August, 1978 through March, 2003, Mr. Miller was a Managing Director of Oppenheimer & Co., Inc. and its successor company, CIBC World Markets.

Jeff Mitchelltree

Mr. Mitchelltree has been an affiliate of the Business Alliance, Inc. since February 2006. From 2000 – 2006, Mr. Mitchelltree was employed by Verizon and Qwest as a Sr. Network Operations Technician. From 1989 – 1999, Mr. Mitchelltree served in the U.S. Air Force maintaining the Air Traffic Control Systems for many fixed wing bases.

Remo Molino

In April 2005, Mr. Molino became a Business Alliance Associate. Since May 1998, Mr. Molino has been President of Independent Industries, Inc. DBA: The Maids Home Services. Both businesses are located at 10 West College Terrace, Suite 130, Frederick, Maryland. From 1987 to April 1998, Mr. Molino was Operations Manager for Vibra-Tech Engineers headquartered in Hazleton, Pennsylvania.

Terry Moritz, CPA

Since 2005, Mr. Moritz has been an affiliate of the Business Alliance, Inc. and since January 1998, Mr. Moritz has been a Manager at Myers and Stauffer LC Certified Public Accountants, located at 9265 Counselors Row, Suite 200, Indianapolis, IN. From 1996 to 1997 he was a Financial Analyst at St. Francis Hospital in Indianapolis. Prior to St. Francis, Mr. Moritz served as an Accountant/Team Leader at Arthur Andersen from 1992 to 1995.

Ford R. Myers

Mr. Myers is President of The Franchise Alliance, located at 250 W. Montgomery Avenue, Suite J, Haverford, Pennsylvania since 2003. From 1998 to 2003, he was Vice President and Director of Professional Services, Lee Hecht Harrison, in Blue Bell, Pennsylvania. Mr. Myers was President of Ford Myers and Company in Haverford, Pennsylvania between 1983 to 1998.

Michael A. Ney

Since August 2005 Mr Ney has been a consultant/broker as President of Big Meadows, Inc. Business Consulting located at 7620 Camelback Dr, Indianapolis, IN. From 2004 through 2005, Mr Ney held the position of Manufacturing Support Manager at Rexnord Corp. From 1998 through 2004 he held various positions, including Operations Director and Continuous Improvement Manager at Rolls-Royce PLC. He also held the position of Improvement Manager at Remy International from 1997 through 1998. Prior to 1997, Mr Ney was a Manager at KPMG Consulting from 1994 through 1997.

Tony Noga

Mr. Noga has been a Franchise Consultant DBA Franchises Unlimited Network LLC, an affiliate of The Business Alliance, Inc., located at 36601 Samoa Drive, Sterling Heights, Michigan, since March 2005. Prior to that, Mr. Noga held duo-positions as the Franchise Development Director for Pita Franchise Corporation and HandyPro Franchise, Inc., from October 2004 to March 2005. Mr. Noga was a Regional Vice President for Gosh Enterprises, Inc., from April 2004 to October 2004. Prior to that, Mr. Noga was a Regional Director of Franchising for YUM! Brands, Inc., from August 2001 through March 2004. From October 2000 to August 2001, Mr. Noga held duo-positions as Vice President of Franchise Development for Pita Franchise Corporation and Dolly's Pizza Franchising, Inc. From June 2000 to October 2000, Mr. Noga refined the development of a consulting business within the franchise industry. From August 1998 to June 2000, Mr. Noga was the Vice President of Franchise development for Tubby's Sub Shops, Inc. From November 1997 to August 1998, Mr. Noga researched the development of a business providing consulting services to the franchise industry. From June 1997 to November of 1997, Mr. Noga was the Director of Franchise Development for Molly

Maid. From June 1995 through May 1997, Mr. Noga was Vice President of Franchise Development for Hungry Howie's Pizza & Subs, Inc. Prior to that, Mr. Noga was Director of Franchise Development for Hungry Howie's Pizza & Subs, Inc. from May 1990 to May 1995.

James L. Norman

Mr. Norman has been a Franchise Consultant with Franchise Options, Inc. located at 1226 Kingsbury Drive in Chesapeake, Virginia since the fall of 2004. From 2002 to 2004 he was the Vice President for Patient Care Services with Bon Secours DePaul Medical Center in Norfolk, Virginia. From 1999 to 2002, Mr. Norman was the Chief of Patient Care Services for Emirates Palomar Medical Technology Services in Abu Dhabi, United Arab Emirates. From 1995 to 1999, Mr. Norman was the Vice President for Professional Services for Wilson N. Jones Hospital in Sherman, Texas.

Natalie A. Nutter

Ms. Nutter has been a Franchise Broker since November 2004 DBA The Epiphany Franchise Group, located at 304 E. Main St, P.O. Box 337, Macungie, PA 18062. Prior to that she was on sabbatical. From 2002 to 2003 she was the Director of Sales, Mid-Atlantic region for SAQQARA Systems, Inc, San Jose, CA. From 2001 to 2002 she served as Eastern Region Manager for ImpactXoft Inc., San Jose, CA. From 1999 to 2001 worked for Blue Martini Software, San Mateo, CA to start the Mid-Atlantic Region. From 1995 to 1998 she worked in numerous sales and managerial positions with Parametric Technology Corporation, Waltham, MA

Colleen O'Brien

Since January 2004, Ms. O'Brien has been Broker/Consultant of The Business Alliance, Inc. and President/Owner of Franchise For You Consulting, located at 5136 E. 74th Place, Indianapolis, IN 46250. From April 1999 to October 2003, she was Director and Senior Project Manager at Indianapolis Life Insurance Company. Ms. O'Brien was Senior Consultant at Actoras Consulting Group from October 1996 to April 1999. Prior to Actoras, she was Project Manager at DMR/Amdahl between September 1995 to October 1996. She has been in a Senior Consultant role for James Martin and Company and CSC Consulting since July 1987.

Diana Oldham

Since January 2006, Diana has been a Franchise Consultant with Classic Franchises (affiliate of The Business Alliance) located at 3 Ante Lane, Jefferson City, MT 59638. Since 1995 and presently, Diana is President of Oldham Enterprises, Inc located in Helena, MT.

Merlin Olson

Since January 2001, Mr. Olson has been Franchise Consultant of The Business Alliance, Inc., located at 570 Tolland Drive, Castle Rock, Colorado. Between June 1987 and December 2000, Mr. Olson was President and General Manager at Peak Management Resources, Inc. Prior to Peak Management, he was Manufacturing Management at Dale Electronics since 1971.

Nancy L. Pallerino

Ms. Pallerino joined the Business Alliance, Inc. as an Affiliate in November 2005. She is the President of Coastal Consulting LLC located at 21163 Newport Coast Dr, #202 in Newport Coast, CA. She is also employed as a consultant at Hewitt Associates in Newport Beach, CA.

Dennis Patrick

Dennis Patrick formally started Franchise Consulting with the initial www.FranchiseEsource.com website in July of 2005 as an affiliate of The Business Alliance located at 301 Ruby Dr., W. St. Paul, MN. This initial business venture is positioned as part of an affiliation with eight other websites currently under development. Additionally, Dennis works for the Minnesota State College System part-time as an engineer in a position he has held since approximately February of 2004. Prior to this, Dennis worked as the Lead Engineer for Bally Total fitness in St. Paul, MN from approximately April 2003 to April 2005. Other positions include Radisson River Front Hotel (St. Paul, MN) serving as the Engineering Specialist from June 2002 to April 2002; The Salvation Army (Roseville, MN) serving as the Twin Cities Maintenance Specialist/Coordinator from July of 2001 to June of 2002 and consecutively functioning as the owner the privately held business DennisonCMS from July 1997 to June 2002. Other positions held include Trammel Crow (Maintenance Supervisor) from October 2000 to August 2001 and Decathlon Athletic Club & Hotel (Maintenance Lead) from August 1998 to February 2001.

Greg and MaryAnn Peres

Mr. and Mrs. Peres have been affiliates of the Business Alliance, Inc. since 2005.

Mr. Peres is currently the General Sales Manager for Praxair, Inc. located at One Main Street in Tequesta, FL. Mr. Peres has served in a variety of Sales and Marketing management roles since 1994. From 1996 through early 2005, Mrs. Peres served as President of GSN, Inc., a local chain of Salons and Spas. Prior to that, she was a housewife.

Kerry Persing

Since January 2004, Ms. Persing has been Franchise Broker at The Franchise Tree, located at 335 Gregorian Drive, Fairfield, Ohio. From September 2000 to January 2004, Ms. Persing was Human Resources Manager at International Paper (formerly Champion International). She was Organizational Process Supervisor at Champion International from August 1994 to October 1995. Prior to Champion, she was at Forester, Champion International (formerly St. Regis Paper Company) between April 1981 to July 1994.

Richard Police

Mr. Police has been a Franchise Consultant of Choice Franchise Group, LLC (affiliate of The Business Alliance, Inc.), located at 4219 Palomino Court, Middletown, Maryland since September, 2005. Also, in 2005 Mr. Police was a Territory Business Manager for Baxter Healthcare, Inc. for the Maryland, Virginia, Washington D.C. area. He was the District Sales Manager for the Mid-Atlantic Region for Atricure, Inc., a medical device company, from November 2002 to December 2004. He was employed as a Medical

Sales Representative for CryoLife, Inc., from November 1998 to November 2002. Prior to that he held various sales and marketing positions from April 1992 to October 1998, with Marquette Medical, Inc., the last being Regional Sales Manager.

Thomas Redding

Mr. Redding has been the Owner of Franchise Resources, located at 10824 Olson Drive, #C334, Rancho Cordova, California since February 2003. From October 1999 to October 2002, Mr. Redding was President at Centurion Solutions.com in Sewickley, Pennsylvania. Prior to this position, he was Vice President Marketing from May 1998 to October 1999. He previously worked as Vice President Marketing at Public Safety Technologies, Inc. in Bakersfield, California from September 1993 to March 1998.

Ray Rizzo

Mr. Rizzo joined the Business Alliance as an affiliate in 2005. He is located at 85 Brigham Lane, Lake Katrine, NY. From 2003 to 2005, he was the General Manager of Image Pro Printiend located in Poghkeepsie, NY. Form 2001 to 2003, Mr. Rizzo was the Customer Service Manager of Thomas Pest Control located in Kingston, NY. From 1983 to 2001, he owned and operated Quality Printing Mail Services also located in Kingston, NY.

Kirk Roberts

Mr. Roberts has been a franchised business owner of Blue Angel Fitness, LLC and Second Venture, LLC located at 47 Pelham Road Hudson, NH from 2002 to present. Prior to franchise ownership, he was a customer service/business manager with Brooks-PRI automation from 1988 to 2002.

Maureen Robinson

Maureen Robinson has been an affiliate of the Business Alliance since 2005. She is currently the owner of R&R Solutions, Inc. d.b.a. Effective Franchise Solutions located at 5015 Young Deer Drive, Cumming, Georgia 30041. She was a Client Executive for IBM in the Healthcare Business from 2004 thru 2005 and was a Consultant for IBM for their Life Sciences division from 2003-2004. Ms. Robinson was an Account Executive and Sales Manager for Compaq Computer Corporation from 1998 thru 2002 and previous to that was an Account Executive and Sales Manager for Digital Equipment Corporation from 1983-1998.

Karen Crawford Roe

Karen Roe, DBA The Franchise Link, became an affiliate broker of Business Alliance, Inc. in 2005. She was active in sales and management with the Express Personnel Services in Nashville Tennessee from January 1995 through June of 2005. She continues as co-owner of the Express Personnel franchise at 2601 Elm Hill Pike, Nashville Tennessee.

Jim Rowell

Mr. Rowell has been affiliates of the Business Alliance, Inc. since January 2006. Mr. Rowell is currently a Secondary Classroom Instructor in the Frisco Independent School District, located at 6942 Maple St., Frisco, TX 75034. He has held several positions over

the past twenty years in public education, including Athletic Director, Head Coach, and Classroom Teacher. Prior to his career in education, Mr. Rowell worked in restaurant management for six years. Mrs. Rowell is currently an Elementary Classroom Instructor in the Frisco Independent School District, located at 6942 Maple St., Frisco, TX 75034. During her nine years in public education, she has taught First and Second Grades, as well as Special Education. Prior to her career in education, Mrs. Rowell worked in a retail supervisory capacity for seven years.

Michael Sabbatini

Mr. Sabbatini has been a Consultant of The Business Advantage Group, located at 8 Becca Way, Allentown, NJ 08501, since 2005. Mr. Sabbatini also owns MAS Corporation, which has owned and operated a Wireless Zone franchise location in Hamilton, NJ, since 2000. Between 1999 and 2005, Mr. Sabbatini has owned multiple Wireless Zone franchise locations. Mr. Sabbatini spent 1995 to 1999 with Bell Atlantic Mobile, mainly in sales of wireless products and services. Mr. Sabbatini held titles of Wireless Consultant, Assistant Store Manager, and Account Executive with Bell Atlantic Mobile.

Steve Schneider

Since December 2004, Mr. Schneider has been President of Franchises USA, Inc. (affiliate of Business Alliance), located at PO Box 27092, Overland Park, KS 66225. From July 2002 to Present, Mr. Schneider has served as President of RE Investors, Inc. From July 1983 to November 2001, Mr. Schneider was President of Ultimate Vision, Inc.

Shari L. Schreiber

Ms. Schreiber joined the Business Alliance, Inc as an affiliate in 2004 and is the owner of and a broker for Franchise for Life located at 2570 Tolbert Drive, Tracy, CA, 95377. From 1976 to the present, she has been self-employed as a Real Estate broker.

Trevor Shearly

Mr. Shearly has been an affiliate of the Business Alliance, Inc. since March 2005. He is currently and has been a Vice President at Citibank NA, located at 388 Greenwich Street, New York, NY, since 1993. He is also President and owner of Lewis Paul Associated, Inc. in Marlboro, NJ since 1995.

Tina Smith

Ms. Smith is a consultant with the Business Alliance in Northern Virginia, located at 2942 Rosemoor Lane in Fairfax. Since February 2004, she served as project manager for an international consulting firm, Management Systems International, located at 600 Water Street, SW, Washington, DC. Prior to that, she was a consultant performing complex program evaluations for the Federal Transit Administration with Advanced Systems Technology and Management, Inc., located at 8300 Old Courthouse Rd., Suite 210, Vienna, Virginia, from September 2002 to July 2003. From August 1998 to August 2002, Ms. Smith managed a national volunteer program for the MATHCOUNTS Foundation, located at 1420 King Street, Alexandria, Virginia. Ms. Smith stayed at home to care for her twins, born in June 1996 and another child, born in October 1997 before returning to work in August 1998. While awaiting the arrival of her twins, Ms. Smith

worked as a temporary administrative assistant from November 1995 to May 1996 for Dynatech Corporation (no longer in business, formerly located in Woodbridge, Virginia). From May to November 1995, Ms. Smith lived in Berlin, Germany and studied advanced German linguistics.

Lawrence Soley

Mr. Soley has been President of Soley Consulting, Inc. (affiliate of The Business Alliance) located at 80 Fountain Street, San Francisco since August 2005. During the 10 years prior to becoming a Business Alliance affiliate, Mr. Soley worked as an independent Information Technology Consultant at numerous financial institutions throughout the San Francisco Bay Area. He was a contract Consultant at Visa International, Foster City, CA from September 1995 to January 1999, from February 2001 to April 2002 and from April 2003 to April 2005. From September 2000 to January 2001 he was a Consultant Business Analyst at Wells Fargo Bank in San Francisco, CA. From April 1999 to March 2000 he was a Consultant Project Manager at the Charles Schwab Corp. in San Francisco

Samuel D. Stanovich

Mr. Stanovich has been a consultant of Stanovich Hospitality Incorporated Business Consulting (affiliate of the Business Alliance since November 2005), located at 3242 S. Maple Avenue, Berwyn, Illinois, 60402 since 2004. Prior to S.H.I. Business Consulting, he was at the Heritage Corridor Convention and Visitors Bureau from 2004 through present and serves as CEO. From 2002 through 2004, Mr. Stanovich was the General Manager at the Naperville Courtyard. From 1997 to 2002 Mr. Stanovich held various management positions for Marriott International at Chicagoland Hotels. Mr. Stanovich is a graduate of Johnson and Wales University and attended from 1993-1997

Marc Stephens

Mr. Stephens became an affiliate of the Business Alliance, Inc. in 2005. Since 2004 Mr. Stephens has been a partner in Tech Media Ventures, LLC located at 5416 Deer Hill Court, Raleigh, NC 27613. Tech Media Ventures provides Internet marketing and business development services to a variety of companies. From 2001 to 2004 he was the President of Strategy Partners, LLC. From 1995 to 2000 Mr. Stephens owned Global Edge Technologies, Inc. From 1992 to 1995 he served in various capacities for a franchisee of Homes & Land as well as the Rental Guide.

Marcus L. Stephens, Sr.

Since Feb 24, 2005, Mr. Stephens has been in Business Consulting Services at N2Franchising, located at 1383 Waterston Drive, Suite A, Evans, Georgia. Mr. Stephens also holds a position of Engineering Section Head at Procter and Gamble, 3464 Mike Padgett Hwy, Augusta, Georgia. Mr. Stephens held the position of Plant Engineering Manager from Nov 2002 to present. He also held the position of Packing Engineering Manager for the Fabric Care Division from July 2000 to Nov 2002. Marcus also held the Quality Assurance Manager and TPM Leader positions from Jan 1997 to July 2000. Mr. Stephens held the position of Plant Purchasing Manager from August 1994 until Jan 1997.

Steve W. Swidarski

Mr. Swidarski became an affiliate of the Business Alliance, Inc. in 2005. He has been the Chief Operating Officer of Keystone Custom Concepts, Inc., located at 10549 Caldbeck Pl., Las Vegas, NV. From 1995 until 2003, Mr. Swidarski was Division President for the Hunter Douglas National Accounts Division, and President of Kathy Ireland Window Fashions by Alta. Both companies are based in Los Angeles California.

Mark Thomas

Mr. Thomas has been an affiliate of the Business Alliance, Inc. since January 2006. His franchise consulting service is located at 1414 Inglewood Circle, Bloomington, Illinois. Previously, Mr. Thomas worked at Hallmark Cards, Inc. in Kansas City, Missouri from 1999-2005. At Hallmark, he was employed as a Human Resources Assistant in the Specialty Retail Group (1999-2000 through Kelly Services) and as Employee Relations Assistant at Halls Crown Center (2000-2005). From 1991-1999, Mr. Thomas held various positions in customer service and advertising, including that of Creative Services Director, at TCI Cable in Normal, Illinois and Overland Park, Kansas.

Troy Timothy

Mr. Timothy became an affiliate of The Business Alliance, Inc. in February of 2005. He is currently the Managing Member/Consultant of ProVision Business Consulting, LLC located at 4061 Bent River Road, Birmingham, Alabama. Mr. Timothy is also a licensed CPA with the accounting firm Sitton & Hard, LLC and has been with this firm since 1998. Prior to joining the firm he was the Financial Controller for First Commerce Leasing Corporation from 1994 to 1998.

Jay Trees

Mr. Trees has been President of Trees Holdings, Inc. from September 2005. He joined The Business Alliance as an affiliate on January 30, 2006, dba The Franchise Hunter, located at 4921 Parkgate, Palm City, FL 34990). Throughout his career he has held various mid to senior level management positions including; business development consultant for Avchem, St Charles, Mo. from Oct 2003 to December 2005, business development consultant for Volvo Logistics, Greensboro, NC from Oct.2001 to Oct. 2003, Vice President of Sales for Aerospace Products, Memphis, TN, from May, 2000 to Oct 2001, President of ERIKS Aerospace, Miramar, FL from Sept. 1997 to May, 2000 and was a business development consultant, (1099) in Weston Florida, from Sept. 1993 to Sept.1997 .

Ken and Carol Trendera

Both Mr. and Mrs. Trendera have been affiliates of the Business Alliance, Inc., located at 9292 S. Cedar Hill Way, Lone Tree, Colorado, since August 2005. Mr. Trendera is President of Trendera & Associates, Inc., a consulting company since May 2004. He held positions of corporate used car manager, general manager for the Phil Long Dealerships from July 2003 to April 2004 in Colorado Springs, Colorado. He was used car director for Burt Chevrolet from October 1997-June 2003 in Englewood, Colorado. Mr. Trendera held several management positions at Bob Sight Lincoln Mercury in Overland Park, Kansas from 1989-October 1997. Mrs. Trendera is current owner of Trendera Design, a

decorative painting service since September 2000. From 1995-2000 Mrs. Trendera was a housewife and a substitute elementary teacher.

Christopher J. Tun Zan

Since October 2005, Mr. Tun Zan has been a Franchise Consultant with TZ Associates, LLC (affiliate of the Business Alliance, Inc.) located at 851 Burlway Rd., Ste. 706, Burlingame, California. Between 1997 and 2005, he held various positions in Finance, Sales, and Marketing at The Clorox Company, Oakland, California. During a one year period of that time, he was on special project as Director of Business Planning, Duty Free Stores, in San Francisco. Prior to that, Mr. Tun Zan was Manager of Financial Planning and Analysis for Coca-Cola Enterprises in Oakland, California from 1995 to 1997.

Al Turano

Mr. Turano has been a Franchise Consultant with Universal Franchise Group LLC since its inception in June 2005 located at 5651 Greenwood Plaza Blvd, Suite 105, Greenwood Village, Colorado 80111. Prior to the franchise consulting business, Mr. Turano had been involved in the equity markets as a licensed stockbroker, investment sales trainer and broker liaison.

Joe Vaughn

Since November of 2005, Mr. Vaughn has been a consultant at Ventura Franchise Solutions (affiliate of The Business Alliance), located at 425 W Camino Del Oro, Tucson, Arizona. Mr. Vaughn has owned Vaughn Health Services in Tucson Arizona, since January of 2004. He held the position of Director of Business Operations for Cox Communications of Tucson from October 1998 to January 2004. He was Manager of Information Systems for Cox Communications in Phoenix Arizona from August 1989 to October 1998.

Janet Vitek

Ms. Vitek has been a consultant with Inside Track Franchises, LLC since 2005. From 1998 to 2005 she was a Development Analyst with Bank of America. From 1992 to 1998 she owned and operated Alexander Brooke & Associates, a computer consulting firm.

Ellie Vogel

Mrs. Vogel is a franchise broker of Franchise Finders, LLC, located at 197 8th Street, PH225, Charlestown, MA, 02129. Since 1995,

She has worked as an independent consultant in strategic marketing for medical service and biotech startups under her own consulting company, Amedicas, LLC.

Tom Vogel

Mr. Vogel is a franchise broker and principal of Franchise Finders, LLC, located at 197 8th Street, PH225, Charlestown, MA, 02129. Since 1995, Mr. Vogel has been an entrepreneur, investor and consultant to startups in Boston, MA. He has started and invested in over 10 biotech and high-tech companies, and has been the CEO of 5. He is on 4 boards, one of which is a public company, Pressure Biosciences, Inc.

David R. Waldman

Mr. Waldman has been an affiliate of the Business Alliance, Inc. since May 2005 located at 1659 Garywood Street, El Cajon, CA. From October 1998 to May of 2005, Mr. Waldman worked for Stanley Steemer in San Diego as Director of Business Operations. from 10/19/98 – 5/12/05. He worked for Marriott Suites as the Food and Beverage Outlet Manager from July of 1997–October of 1998 . Prior to that, Mr. Waldman worked for El Torito Restaurant as the General Manager for the La Jolla location from May 1993 to July of 1997.

Edward J. Walper

Since September 2004, Mr. Walper has been an independent franchise consultant with the Business Alliance, Inc. Mr. Walper is also president of E. Walper & Company, LLC, also known as The Walper Group. The legal address of E. Walper & Company, LLC is 13320 Sunny Brooke Place, Potomac, Maryland 20854. The principal business office is at 1 Research Court, Suite 450, Rockville, MD 20850. From April of 2001 until the present, Mr. Walper has been employed as Executive Vice President and Chief Operating Officer by Impact Office Products Company of Beltsville, MD., and its partnership services company, Allen Impact Services – LLC, also of Beltsville, MD. From December of 1999 until March of 2001, Mr. Walper was President and Chief Executive Officer of Business Products Group International, LLC, based in Washington, DC.

Catherine Walsh

Ms. Walsh has been employed both as a consultant and as a Program Director at the Lake County Economic Development Center since May of 1996. Prior to that she owned a small business consulting company called Walsh Business Solutions.

Mary Ann Walsh

Ms. Walsh became an Affiliate with The Business Alliance, Inc. in August 2005. She is currently the President/Owner of Gateway Franchising, located at 19 Bradford Street in Plymouth, Massachusetts. Ms. Walsh has been a Realtor with Century 21 Abigail Adams Agency since December 2004. Beginning in December 2003, Ms. Walsh joined The Arc of the South Shore as Development Director, where she continues to work part-time. Between October 2001 and December 2003, Ms. Walsh worked at Fr. Bill's Place as a Development Specialist. From December 1996 to October 2001, Ms. Walsh held the position of Executive Director of Interfaith Social Services. During 1995, Ms. Walsh was a consultant to non-profit organizations providing project management assistance.

Mike Watson

Mr. Watson has been The General Manager of Sponges Car Wash since 1999. Prior to Sponges Car Wash, he was the General Manager for Super Station Car Wash from 1992 to 1999. He started working in 2005, as a consultant with Global Franchise Solutions located at 170 Pelican Loop Pittsburg, Ca.

Roger Wildermuth

Since 2005, Mr. Wildermuth has been President of Franchises Work Inc. (an affiliate of The Business Alliance, Inc.) located at 1322 N. Northtrail Dr., Dunlap, IL. From 1992 to early 2005 he was owner and President of Speedcolor Inc. Beginning in 1978, Mr. Wildermuth held various positions with Rand McNally & Company, first as Corporate

Controller, then as President – DocuSystems Group from 1980 to 1982 and finally as President – Publishing Group from 1983 to 1991.

Connie Williams

Mrs. Williams became a Business Alliance affiliate in 2005. Mrs. Williams is located at 12956 Brookshire Parkway, Carmel, IN 46033. Prior to becoming a BAI affiliate, Ms. Williams was a homemaker from 1996 to 2005.

Kenneth D. Young

Since February, 2005, Mr. Young has been President of DornYoung Group Incorporated located at 515 South Vermont Avenue, Mason City, Iowa. From June 1993 until October 1999 and from November 2000 until April 2005, he was an engineer with Alliant Energy located in Mason City, Iowa. Also, from August 1999 until November 2000, Mr. Young was a self-employed leadership coach.

Mark Zorer

Mr. Zorer has been a Consultant of MTL Franchises (affiliate of The Business Alliance), located at 28040 NE 124th St., Duvall, WA 98019 since December 2005. Prior to MTL Franchises, he was at Symetra Financial Services from 2004 to 2005 and served as Assistant Director. From 1988 to 2004, Mr. Zorer held a number of management positions including department manager and director positions at Safeco Life & Investments.

LITIGATION

Jeffrey Shafritz was employed in several franchise sales positions by The Athlete's Foot Group, Inc., from March 1993 until January 2001. His most recent position with The Athlete's Foot Group, Inc., was as Director of Franchise Sales for Athlete's Foot Marketing Associates, Inc. ("AFMAI")

While working as the Director of Franchise Sales for AFMAI, Mr. Shafritz was named as a defendant in a case that alleged that AFMAI, Mr. Shafritz and other AFMAI former employees violated the California Unfair Trade Practices Act by violating the California Franchise Investment Law ("FIL") in participating in the sale of an unregistered franchise and delivering a disclosure document that did not comply with the California FIL. The case, consolidated with a previous claim made earlier by AFMAI against the plaintiffs, was ultimately settled on August 19, 2002, when the parties reached a global settlement of all claims. Pursuant to the settlement agreement, the claim against Mr. Shafritz was dismissed with prejudice. Pursuant to the settlement agreement, AFMAI agreed to pay to C.O.I. Corporation, Inner Reach Corporation and Blair H. Taylor the sum of \$985,000, ending all litigation among the parties.

A further discussion follows:

Taylor, et al. v. Buchanan & Ingersoll, et al. (Superior Court of the State of California, Case No. B C222649). The Complaint alleged that the AFMAI offering circular received by the plaintiffs contained untrue statements. The Complaint further alleged that AFMAI's former employees, including Mr. Shafritz, violated the FIL by participating in the sale of an unregistered franchise and delivering a disclosure document that did not comply with the California FIL, and that these alleged acts violated the California Unfair Trade Practices Act. The Complaint sought injunctive relief and compensatory, exemplary and punitive damages in an undisclosed amount. In 2000, this action was transferred to the U.S. District Court for the Northern District of Georgia, and consolidated with Athlete's Foot Marketing Associates, Inc. v. Inner Reach Corporation, C.O.I. Corp. and Blair H. Taylor (U.S. District Court for the Northern District of Georgia File No. 1:99CV-2928).

In Athlete's Foot Marketing Associates, Inc. v. Inner Reach Corporation, C.O.I. Corp. and Blair H. Taylor, the complaint, as amended, alleged that AFMAI had been fraudulently induced by the defendants, Inner Reach Corporation, C.O.I. Corporation, and one of the principals of the corporate franchisees, Blair H. Taylor, to enter into certain franchise agreements at various dates during the period of April 1996 to June 1998 and for breach of the franchise agreements, actions on account for merchandise ordered and delivered but not paid for and claims against Mr. Taylor personally on his guaranty of the obligations of the two corporations under the franchise agreements. The allegations were based upon certain alleged misrepresentations made to AFMAI by the defendants prior to the signing of the franchise agreements. AFMAI contended in its complaint that if accurate representations had been made, it would not have entered into the franchise agreements. AFMAI sought damages.

On February 13, 2001, the Court entered an Order covering all pending motions made by the parties. In summary, the rulings by the Court had the effect of dividing the entire

litigation into an arbitration proceeding in Pittsburgh, Pennsylvania, with respect to certain claims of the parties relating solely to an Area Development Agreement and proceedings before the Court in Atlanta, Georgia, with respect to the remainder of the claims of the parties.

On March 14, 2002, the arbitrator in the arbitration proceeding issued an award in favor of AFMAI on all but the breach of contract claim. On that claim, the arbitrator granted the request of C.O.I. Corporation and Blair H. Taylor for rescission of the Area Development Agreement and awarded the amount of \$1,591,513.31 plus interest at the rate of 6% per annum beginning on May 16, 1997 to the date of the arbitration award, for a total of \$2,124,906.06. Execution on the arbitration award was stayed pending trial in the proceedings before the Court.

On August 19, 2002, the Court vacated the arbitration award. On the same date, C.O.I. Corporation, Inner Reach Corporation, Blair H. Taylor and AFMAI reached a global settlement of all claims. Pursuant to the settlement agreement, AFMAI agreed to pay to C.O.I. Corporation, Inner Reach Corporation and Blair H. Taylor the sum of \$985,000, ending all litigation among the parties.

M1:1270240.03

EXHIBIT G: Confidentiality and Non-Disclosure Agreement

With respect to determining the feasibility of purchasing a MOLLY MAID franchise, we are prepared to provide you with certain financial, business, marketing, and operational information concerning the MOLLY MAID franchise opportunity (referred to as the “Information”).

We provide you this Information with your explicit understanding and agreement that you recognize and agree that this Information is confidential and valuable and constitutes special and unique proprietary rights and assets of Molly Maid, Inc.

In accepting this Information, you agree that you will not, either before, during, or after the termination of the relationship with Molly Maid, Inc., disclose this Information to any third person, or make use of it yourself. You further agree to maintain the confidentiality of any and all information relative to Molly Maid, Inc. business, affairs, policies, methods, services, customers, or associates, which we provide to you in a manner using at least the same degree of care as the manner used to maintain the confidentiality of your most confidential information.

You further agree that access to this Information will be restricted to those persons who are directly engaged in this analysis, investigation, and/or negotiations with respect to Molly Maid, Inc. and the MOLLY MAID franchise opportunity.

You further recognize that breach of this Confidentiality and Non-Disclosure Agreement by you will cause severe and irreparable damage to Molly Maid, Inc.

You acknowledge, by your signature below, that you agree to the conditions of this Confidentiality and Non-Disclosure Agreement, as stated above.

ACKNOWLEDGED:

By: _____
Signature

Date: _____

By: _____
Signature

Date: _____

EXHIBIT H: DISCLOSURE ACKNOWLEDGMENT STATEMENT

To Be Completed By The Franchise Owner Upon
Execution Of The Franchise Agreement.

Through the use of this document, we desire to ascertain that you, [XX], understand and comprehend that the purchase of a MOLLY MAID franchise is a business decision, complete with its associated risks, and that it is the policy of Molly Maid, Inc. to verify that you are not relying upon any oral statement, representations, promises, or assurances during the negotiations for the purchase of the franchise which have not been authorized by Molly Maid, Inc.

1. I recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including my skills and abilities, the hours I work, the competition, interest rates, the economy, inflation, business location, operation costs, lease terms, and costs and the market place. I hereby acknowledge my willingness to undertake these risks.
2. I acknowledge receipt of the Molly Maid, Inc. Uniform Franchise Offering Circular and Exhibits. I acknowledge that I have had the opportunity to personally and carefully review these documents. Furthermore, I have been advised to seek professional assistance, to have professionals review the documents, and to consult with other franchise owners regarding the risks associated with the purchase of the franchise.
3. I agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representations, assurances, warranties, guarantees, or promised made by Molly Maid, Inc. or any of its officers, employees, or agents (including any franchise broker) as to the likelihood of success of the franchise. I further acknowledge that I have not received any information from Molly Maid, Inc. or any of its officers, employees, or agents (including any franchise brokers) concerning actual, average, projected, or forecasted franchise sales, profits, or earnings, other than that which is contained in Item 19 of the Uniform Franchise Offering Circular. If I believe that I have received any information concerning actual, average, projected, or forecasted franchise sales, profits, or earnings, I will describe them in the space below. If no information concerning actual, average, projected, or forecasted franchise sales, profits, or earnings, other than those contained in Item 19, have been received, please write "None."

Acknowledged By: _____ Date: _____

EXHIBIT I: MUTUAL RELEASES

MUTUAL RELEASE

THIS SETTLEMENT AND MUTUAL RELEASE is being made by and between Molly Maid, Inc. ("MOLLY MAID") and [Franchise Owner Name(s)] (referred to as the "FRANCHISE OWNER") and [Company] and shall be effective as of the date of the last signature below.

WITNESSETH:

WHEREAS, MOLLY MAID and FRANCHISE OWNER entered into a Franchise Agreement on the _____ day of _____, 20____ (the "Franchise Agreement") for the operation of a MOLLY MAID business in a defined area in the [County Name(s)], State of [State Name(s)] (the "Business");

WHEREAS, MOLLY MAID and FRANCHISE OWNER have reached agreement that it is in the best interest of all parties for FRANCHISE OWNER to discontinue operations and terminate the Franchise Agreement, upon the terms and conditions specified below, and for the parties to exchange mutual releases;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Effective as of the date last signed below, FRANCHISE OWNER hereby transfers, sets over and assigns to MOLLY MAID all right, title and interest in and to the Franchise Agreement, and agrees to abide by and observe all Post-Termination Obligations and Covenants Not to Compete as set forth in the Franchise Agreement.
2. MOLLY MAID hereby releases FRANCHISE OWNER from any further duties and obligations thereunder, except those continuing duties and obligations specifically set forth in Paragraph 1 of this Agreement.
3. Except for the obligations of the parties herein contained, MOLLY MAID for itself and its employees, agents, heirs, successors and assigns, and for every other person, firm, entity, and/or corporation succeeding to its interests, hereby releases, acquits, and forever discharges FRANCHISE OWNER and FRANCHISE OWNER's directors, officers, members, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses, and suits whatsoever and of every conceivable kind, character and nature, whether absolute or contingent, which MOLLY MAID has or has had against FRANCHISE OWNER and FRANCHISE OWNER's directors, officers, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to the interests of FRANCHISE OWNER by reason of, arising out of, or in any way related to the Franchise Agreement.
4. Except for the obligations of the parties herein contained, FRANCHISE OWNER, for himself and for FRANCHISE OWNER's employees, agents, heirs, successor and assigns, and for every other person, firm, entity, and/or corporation

succeeding to the interest of FRANCHISE OWNER, hereby releases, acquits, and forever discharges MOLLY MAID and its directors, officers, members, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses and suits whatsoever and of every conceivable kind, character, and nature, whether absolute or contingent, which FRANCHISE OWNER, has, or has had against MOLLY MAID and its directors, officers, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to the interests of MOLLY MAID, by reason of, or arising out of, or in any way related to, the Franchise Agreement.

5. Neither this Mutual Release nor any provision of this Mutual Release can be modified or waived in any way, except by an agreement in writing signed by each of the parties hereto, consenting to such modification or waiver.
6. All parties hereto do hereby acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Mutual Release, and that they have signed this Mutual Release with the consent and upon the advise of said independent counsel.
7. Whenever in this Mutual Release the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.
8. This Mutual Release may be signed in two or more counterparts, and will be effective when all the parties and signatories have affixed their signatures to two or more of the counterparts and they have been delivered as aforesaid, at which time the counterparts together will be deemed one original document.
9. Any controversy or claim whatsoever arising out of or relating to this Mutual Release or the enforcement of the promises made by the parties herein or with regard to the interpretation, formation, or breach of this Mutual Releases, shall be settled by arbitration conducted in Southfield, Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The unsuccessful party in any controversy will pay the costs and expenses of the arbitration and of the successful party, including the actual attorney's fees.
10. The terms of this Mutual Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws or regulations.
11. This Agreement contains the entire agreement between the parties hereto concerning the resolution of any and all disputes or controversies between or among them.

IN WITNESS WHEREOF, the parties have caused this Mutual Release to be signed as of the day and year written below.

MOLLY MAID, INC.

By: _____

Dated: _____

Kristi Mailloux
Its: Executive Vice President of Operations

MANAGING OWNER

[Franchise Owner Name]

Dated: _____

MANAGING OWNER

[Franchise Owner Name]

Dated: _____

FRANCHISE OWNER: [Corporation Name]

By: _____
Its: Authorized Representative
[Franchise Owner Name]

Dated: _____

FRANCHISE OWNER: [Corporation Name]

By: _____
Its: Authorized Representative
[Franchise Owner Name]

Dated: _____

MUTUAL RELEASE FOR USE IN CALIFORNIA

THIS SETTLEMENT AND MUTUAL RELEASE is being made by and between Molly Maid, Inc. ("MOLLY MAID") and [Franchise Owner Name(s)] (referred to as the "FRANCHISE OWNER") and [Corporation Name] and shall be effective as of the date of the last signature below.

WITNESSETH:

WHEREAS, MOLLY MAID and FRANCHISE OWNER entered into a Franchise Agreement on the _____ day of _____, 20__ (the "Franchise Agreement") for the operation of a MOLLY MAID business in a defined area in the County of [County Name(s)], State of [State Name(s)] (the "Business");

WHEREAS, MOLLY MAID and FRANCHISE OWNER have reached agreement that it is in the best interest of all parties for FRANCHISE OWNER to discontinue operations and terminate the Franchise Agreement, upon the terms and conditions specified below, and for the parties to exchange mutual releases;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Effective as of the date hereof, FRANCHISE OWNER hereby transfers, sets over and assigns to MOLLY MAID all right, title and interest in and to the Franchise Agreement and agrees to abide by and observe all Post-Termination Obligations and Covenants Not to Compete as set forth in the Franchise Agreement.
2. MOLLY MAID hereby releases FRANCHISE OWNER from any further duties and obligations thereunder except those continuing duties and obligations specifically set forth in Paragraph 1 of this Agreement.
3. Except for the obligations of the parties herein contained, MOLLY MAID for itself and its employees, agents, heirs, successors and assigns, and for every other person, firm, entity, and/or corporation succeeding to its interests, hereby releases, acquits, and forever discharges FRANCHISE OWNER and FRANCHISE OWNER's directors, officers, members, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses, and suits whatsoever and of every conceivable kind, character and nature, whether absolute or contingent and whether known or unknown, which MOLLY MAID has, has had or may every have against FRANCHISE OWNER and FRANCHISE OWNER's directors, officers, members, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to the interests of FRANCHISE OWNER, by reason of, or arising out of, or in any way related to, the Franchise Agreement. Except as set forth herein, MOLLY MAID expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California ("Section 1542"), and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 states as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH EITHER PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AS OF THE DATE OF EXECUTION OF THIS AGREEMENT,

WHICH IF KNOWN BY SUCH PARTY WOULD HAVE MATERIALLY AFFECTED THE TERMS OF THE AGREEMENT.”

Notwithstanding the provisions of Section 1542, and for the purpose of implementing the general release and discharges described in this paragraph, MOLLY MAID expressly acknowledges that this Agreement is intended to include in its effect without limitation, all claims described in this paragraph which MOLLY MAID does not know or suspect to exist in its favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

4. Except for the obligations of the parties herein contained, FRANCHISE OWNER, for himself and for FRANCHISE OWNER's employees, agents, heirs, successor and assigns, and for every other person, firm, entity, and/or corporation succeeding to the interest of FRANCHISE OWNER, hereby releases, acquits, and forever discharges MOLLY MAID and its directors, officers, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses and suits whatsoever and of every conceivable kind, character, and nature, whether absolute or contingent and whether known or unknown, which FRANCHISE OWNER, has, has had or may ever have against MOLLY MAID and its directors, officers, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to the interest of MOLLY MAID, by reason of, or arising out of, or in any way related to, the Franchise Agreement. Except as set forth herein, FRANCHISE OWNER expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California (“Section 1542”), and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH EITHER PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AS OF THE DATE OF EXECUTION OF THIS AGREEMENT, WHICH IF KNOWN BY SUCH PARTY WOULD HAVE MATERIALLY AFFECTED THE TERMS OF THE AGREEMENT.”

Notwithstanding the provisions of Section 1542, and for the purpose of implementing the general release and discharges described in this paragraph, FRANCHISE OWNER expressly acknowledges that this Agreement is intended to include in its effect without limitation, all claims described in this paragraph which FRANCHISE OWNER does not know or suspect to exist in its favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

5. Neither this Mutual Release nor any provision of this Mutual Release can be modified or waived in any way, except by an agreement in writing signed by each of the parties hereto, consenting to such modification or waiver.
6. All parties hereto do hereby acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Mutual Release, and that they have executed this Mutual Release with the consent and upon the advice of said independent counsel.

7. Whenever in this Mutual Release the context may so require, the masculine gender shall be deemed to refer to and including the feminine and neuter, and the singular to refer to and include the plural, and vice versa.
8. This Mutual Release may be signed in two or more counterparts, and will be effective when all the parties and signatories have affixed their signatures to two or more of the counterparts and they have been delivered as aforesaid, at which time the counterparts together will be deemed one original document.
9. Any controversy or claim whatsoever arising out of or relating to this Mutual Releases or the enforcement of the promises made by the parties herein or with regard to the interpretation, formation, or breach of this Mutual Releases, shall be settled by arbitration conducted in Southfield, Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The unsuccessful party in any controversy will pay the costs and expenses of the arbitration and of the successful party, including the actual attorney's fees.
10. The terms of this Mutual Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws or regulations.
11. This Agreement contains the entire agreement between the parties hereto concerning the resolution of any and all disputes or controversies between or among them.

IN WITNESS WHEREOF, the parties have caused this Mutual Release to be executed as of the day and year written below.

Molly Maid, Inc.

By: _____
 Kristi Mailloux
 Its: Executive Vice President of Operations

Dated: _____

MANAGING OWNER

 [Franchise Owner Name]

Dated: _____

FRANCHISE OWNER: [Corporation Name]

By: _____
 Its: Authorized Representative
 [Franchise Owner Name]

Dated: _____

MUTUAL RELEASE FOR USE IN MARYLAND

THIS SETTLEMENT AND MUTUAL RELEASE is being made by and between Molly Maid, Inc. ("MOLLY MAID") and [Franchise Owner Name(s)] (referred to as the "FRANCHISE OWNER") and [Corporation Name] and shall be effective as of the date of the last signature below.

WITNESSETH:

WHEREAS, MOLLY MAID and FRANCHISE OWNER entered into a Franchise Agreement on the _____ day of _____, 20__ (the "Franchise Agreement") for the operation of a MOLLY MAID business in a defined area in the County of [County Name(s)], State of [State Name(s)] (the "Business");

WHEREAS, MOLLY MAID and FRANCHISE OWNER have reached agreement that it is in the best interest of all parties for FRANCHISE OWNER to discontinue operations and terminate the Franchise Agreement, upon the terms and conditions specified below, and for the parties to exchange mutual releases;

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Effective as of the date last signed below, FRANCHISE OWNER hereby transfers, sets over and assigns to MOLLY MAID all right, title and interest in and to the Franchise Agreement and agrees to abide by and observe all Post-Termination Obligations and Covenants Not to Compete as set forth in the Franchise Agreement.
2. MOLLY MAID hereby releases FRANCHISE OWNER from any further duties and obligations thereunder except those continuing duties and obligations specifically set forth in Paragraph 1 of this Agreement.
3. Except for the obligations of the parties herein contained, MOLLY MAID for itself and its employees, agents, heirs, successors and assigns, and for every other person, firm, entity, and/or corporation succeeding to its interests, hereby releases, acquits, and forever discharges FRANCHISE OWNER and FRANCHISE OWNER's directors, officers, members, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses, and suits whatsoever and of every conceivable kind, character and nature, whether absolute or contingent and whether known or unknown, which MOLLY MAID has, has had or may ever have against FRANCHISE OWNER and FRANCHISE OWNER's directors, officers, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to the interests of FRANCHISE OWNER by reason of, arising out of, or in any way related to, the Franchise Agreement.
4. Except for the obligations of the parties herein contained, FRANCHISE OWNER, for himself and for FRANCHISE OWNER's employees, agents, heirs, successor and assigns, and for every other person, firm, entity, and/or corporation succeeding to the interest of FRANCHISE OWNER, hereby releases, acquits, and forever discharges MOLLY MAID and its directors, officers, members,

shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to its interests, from any and all claims, actions, causes of action, demands, costs, losses, expenses and suits whatsoever and of every conceivable kind, character, and nature, whether absolute or contingent and whether known or unknown, which FRANCHISE OWNER, has, has had or may ever have against MOLLY MAID and its directors, officers, shareholders, employees, agents, legal representatives, heirs, successors and assigns, and every other person, firm, entity, and/or corporation succeeding to the interests of MOLLY MAID, by reason of, or arising out of, or in any way related to, the Franchise Agreement.

5. Except that this release may not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
6. Neither this Mutual Release nor any provision of this Mutual Release can be modified or waived in any way, except by an agreement in writing signed by each of the parties hereto, consenting to such modification or waiver.
7. All parties hereto do hereby acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Mutual Release, and that they have executed this Mutual Release with the consent and upon the advise of said independent counsel.
8. Whenever in this Mutual Release the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.
9. This Mutual Release may be signed in two or more counterparts, and will be effective when all the parties and signatories have affixed their signatures to two or more of the counterparts and they have been delivered as aforesaid, at which time the counterparts together will be deemed one original document.
10. Any controversy or claim whatsoever arising out of or relating to this Mutual Release or the enforcement of the promises made by the parties herein or with regard to the interpretation, formation, or breach of this Mutual Releases, shall be settled by arbitration conducted in Southfield, Michigan in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The unsuccessful party in any controversy will pay the costs and expenses of the arbitration and of the successful party, including the actual attorney's fees.
11. The terms of this Mutual Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws or regulations.
12. This Agreement contains the entire agreement between the parties hereto concerning the resolution of any and all disputes or controversies between or among them.

IN WITNESS WHEREOF, the parties have caused this Mutual Release to be executed as of the day and year written below.

Molly Maid, Inc.

By: _____
Kristi Mailloux
Its: Executive Vice President of Operations

Dated: _____

FRANCHISE OWNER: [Corporation Name]

By: _____
Its: Authorized Representative
[Franchise Owner Name]

Dated: _____

FRANCHISE OWNER: [Corporation Name]

By: _____
Its: Authorized Representative
[Franchise Owner Name]

Dated: _____

EXHIBIT J: CARPET CLEANING AGREEMENT

HOST® ADDENDUM TO **MOLLY MAID LICENSE AGREEMENT**

Molly Maid, Inc. (“MM”) and owner (“Franchisee”) are parties to a certain Molly Maid License Agreement (“License Agreement”) dated the ____ day of _____, 200__, and desire to supplement the terms of said License Agreement, as set forth below.

1. Introduction.

(a) Racine Industries, Inc. (“Racine Industries”) is engaged in the business of manufacturing and selling carpet cleaning equipment and chemicals (“HOST Products”) under its proprietary trademarks HOST®, Freestyle™, Host Sponges™, Host Prep™, and Host Smoke-X™ (hereinafter the “Trademarks”).

(b) MM is party to a June 3, 2003, Distribution Agreement with Racine Industries, wherein MM has acquired the following rights: (i) the right for Molly Maid franchisees to purchase all of their requirements of carpet cleaning equipment and chemicals from Racine Industries; (ii) the right for Molly Maid franchisees to receive training in the use of the HOST Products; (iii) the right to use the Trademarks in promoting Molly Maid cleaning services; and (iv) the right to sublicense the Trademarks to Molly Maid franchisees for their use in promoting their cleaning services (the “Distribution Agreement”).

(c) In exchange for the above specified rights under the Distribution Agreement, MM has agreed to require its franchisees to use only HOST Products in performing carpet cleaning services.

(d) MM and Franchisee are entering into this Addendum to the License Agreement in order to set forth the rights and obligations of Franchisee with respect to the use of HOST Products and Trademarks in the provision and promotion of Franchisee’s carpet cleaning services.

2. Sale of products/Royalties/Inspection.

(a) Franchisee agrees to use only HOST Products in the performance of carpet cleaning services by Franchisee. Franchisee agrees to use Racine Industries or their authorized distributor as the exclusive supplier of such HOST Products. Racine Industries will sell HOST Products to the Franchisee pursuant to its standard terms and conditions set forth on Exhibit “A” and Franchisee shall be entitled to the pricing obtained by MM under the Distribution Agreement.

(b) This Addendum permits Franchisee to use the HOST Products for carpet and rug cleaning only. IT IS REQUIRED THAT FRANCHISEE NOT PARTICIPATE IN ANY APPLICATION FOR WHICH FRANCHISEE HAS NOT BEEN TRAINED AND APPROVED IN WRITING BY MM. IF FRANCHISEE PROVIDES PRODUCTS OR SERVICES OR APPLICATIONS THAT HAVE NOT BEEN AUTHORIZED, FRANCHISEE DOES SO AT ITS OWN RISK AND IN VIOLATION OF THIS ADDENDUM.

(c) Franchisee acknowledges and agrees that MM or its representatives will have the right to inspect the aspects of Franchisee's business relating to the sale and application of HOST Products and to the use of the Trademarks.

3. Sublicense of Trademarks.

(a) MM grants Franchisee a nonexclusive license to use the Trademarks in order to promote the sale of carpet cleaning services using HOST Products by Franchisee in Franchisee's licensed geographic territory which is designated in the License Agreement ("Licensed Location").

(b) The Trademarks are and shall remain the property of Racine Industries. The Franchisee shall comply with all instructions of MM relating to the use of the Trademarks, unless Racine Industries shall issue overriding instructions regarding the use of Trademarks in accordance with the terms of the Distribution Agreement. Franchisee shall obtain MM's prior written approval of any use of the Trademarks. Franchisee shall not make any changes to the Trademarks, unless approved in advance by Racine Industries in writing, and any and all such changes will be the sole and absolute property of Racine Industries. All goodwill associated with use of the Trademarks by Franchisee will inure exclusively to Racine Industries' benefit. Franchisee agrees that it will not take any action to contest the validity or the ownership of the Trademarks or the goodwill associated with the Trademarks and will not allege any ownership or proprietary interest in the Trademarks.

(c) Franchisee agrees not to make any misrepresentation with respect to HOST Products. Any advertisements, whether print, digital or electronic, brochures or other written materials distributed by Franchisee which represent the capabilities, qualities, attributes or other specifications of the HOST Products must first be approved in writing by MM, which shall have previously obtained written approval from Racine Industries.

4. Term.

(a) This Addendum will become effective when signed by both MM and Franchisee and will continue in effect for the remaining term of the License Agreement.

(b) At the end of the term of this Addendum, Franchisee will be eligible to renew its rights under this Addendum for an additional term co-extensive with the term of Franchisee's new License Agreement for its MOLLY MAID Business in accordance with the terms and conditions of the License Agreement and MM's Franchise Standards in effect from time to time. Franchisee may be required to sign a new Addendum on renewal on the form then being used by MM. Franchisee acknowledges that the Distribution Agreement gives MM

and Racine Industries the right, under certain circumstances, to terminate MM's right to license its franchisees to sell and apply HOST Products and to use the Trademarks. Accordingly, Franchisee acknowledges and agrees that it may not have a right to renew its rights under this Addendum at the end of the term of this Addendum, or even possibly before, if MM's rights under the Distribution Agreement have been terminated.

5. Training.

Franchisee agrees to attend two days of classroom training in Racine, Wisconsin within sixty days of the execution of this Addendum. Franchisee agrees to pay Racine Industries' training fee of \$70 per person for the initial training program. The training fee will be collected with the initial fee. The salaries, fringe benefits, payroll taxes and employment compensation, workers compensation insurance, lodging, food, automobile and full travel costs and all other expenses of all persons who attend the initial or any additional training program shall be paid by Franchisee.

6. Restrictions on Franchisee.

(a) Franchisee shall not: (i) modify any HOST PRODUCTS without Racine Industries' prior written consent; or (ii) purchase any HOST Products other than for the purpose of providing carpet cleaning services as a Molly Maid franchise; or (iii) sell any HOST Products to any person or entity for purposes of resale.

(b) Franchisee agrees that neither it, nor any person related to it through common ownership or control, will directly or indirectly own, manage, operate, consult for, participate in, advise, assist or perform services of any kind or nature for any person or entity in the business of manufacturing, selling, reselling or licensing carpet or rug cleaning equipment or chemicals competitive with the HOST Products. Furthermore, Franchisee agrees that neither it, nor any person related to Franchisee through common ownership or control, will develop or participate in, or enter into a development or co-branding relationship for the development of, any retail and/or wholesale business involving the manufacturing, selling, reselling or licensing or use of any carpet or rug cleaning equipment or chemicals competitive with the HOST Products.

7. Warranties on HOST Products.

(a) Franchisee will be solely responsible for any warranties made expressly or impliedly by it to its customers with respect to the performance of the HOST Products. The exclusive warranty provided by Racine Industries to Franchisee with respect to HOST Products sold by Racine Industries to Franchisee is that limited warranty set forth in the standard terms and conditions attached hereto as Exhibit "A."

(b) MM MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE HOST PRODUCTS SOLD TO FRANCHISEE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL MM BE LIABLE

TO FRANCHISEE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE CONDITION OR PERFORMANCE OF THE HOST PRODUCTS.

8. Enforcement of HOST Standards and Policies.

(a) Franchisee will: (i) maintain commercially reasonable facilities; (ii) use reasonable efforts to promote the sale of HOST Products; (iii) use reasonable efforts to maintain high quality standards by competently and safely operating and applying all HOST Products in accordance with applicable operations manuals, material safety data sheets, and in accordance with Racine Industries' training procedures; (iv) use reasonable efforts to maintain and promote customer satisfaction with carpet cleaning services provided using HOST Products; and (v) purchase only HOST Products for all carpet cleaning to be applied by Franchisee.

(b) Attached to this Addendum as Appendix A is a listing of the Material Safety Data Sheets ("MSDS's") for some of the HOST Products. By initialing this Appendix, Franchisee acknowledges receipt of the listed MSDS's; acknowledges that Franchisee will receive additional MSDS's during training and at various other times; and acknowledges that the MSDS's are governed by federal and state laws. Franchisee agrees to comply with the MSDS's and to train and conduct ongoing counseling with its employees to comply with the MSDS's.

9. Fees and Reporting.

(a) All fees and charges described in the License Agreement, such as royalty, advertising fees, late charges, and audit fees, will apply to Gross Sales relating to HOST Products, and all carpet cleaning services.

(b) All reporting requirements specified by MM in accordance with the License Agreement will apply to the Franchisee's sale of HOST Products and carpet cleaning services.

(c) The weekly royalty rate is governed by the terms and conditions of your Franchise License Agreement Section 2(C). No minimum weekly royalty applies for carpet cleaning.

10. Confidential Information And Non-Competition.

Franchisee acknowledges and agrees that in the course of training and otherwise in the performance of this Agreement, Racine Industries or MM may disclose to Franchisee certain trade secrets and other confidential information, regarding the HOST Products, including, but not limited to, chemical formulas and technical specifications, which are generally maintained in secrecy by Racine Industries ("Confidential Information"). Franchisee agrees that it may use the Confidential Information disclosed by Racine Industries solely for the purposes of performing under the License Agreement and this Addendum, and not otherwise or any time for its own use or benefit or the benefit of any third party. Franchisee further agrees to maintain the secrecy of the Confidential Information

and will not in any way or at any time disclose such information to third parties, employees (except on a need-to-know basis), agents or affiliate companies. Further, Franchisee agrees not to reverse engineer any HOST Products. Franchisee acknowledges and understands that absolute confidentiality is required because such information may create a substantial competitive advantage for Racine Industries and its dealers generally. Therefore, the disclosure of any Confidential Information may significantly harm the competitive position of Racine Industries and its dealers. The obligations of confidentiality contained in this Agreement will continue for five years following the termination of the License Agreement.

During the term of this Agreement, and for three years following the termination of this Agreement, the Franchisee shall not perform carpet cleaning services, except with HOST Products in compliance with this Agreement.

11. Insurance Maintained by Franchisee.

Franchisee shall maintain in full force and effect the same insurance coverages provided for in the License Agreement, and name Racine Industries, and their respective officers, directors, agents and employees as additional named insureds. A confirming insurance certificate must be sent to MM.

12. Termination.

(a) Any material breach of this Addendum or the License Agreement will constitute a default under this Addendum and will entitle MM to terminate this Addendum in accordance with the procedures set forth in the License Agreement. Provided, however, if at any time you wish to terminate this Addendum you may do so, upon 30 days' prior written notice to MM, providing you fulfill all your current obligations under this Addendum to Racine Industries and MM. Such a voluntary termination by you of this Addendum, in compliance with your termination obligations, will not affect your MM License Agreement.

(b) Upon termination, in addition to Franchisee's obligations as specified in the License Agreement, Franchisee must: (i) immediately cease to use the Trademarks; (ii) immediately return to MM all HOST manuals, advertising materials, signage, and all other printed materials pertaining to HOST Products; (iii) comply with any other applicable provisions of this Addendum, including the non-competition commitments.

(c) Franchisee agrees that its rights under this Addendum shall terminate one hundred eighty days after the termination of the Distribution Agreement.

13. Relationship of the Parties.

The sole relationship between Racine Industries and Franchisees is that of vendor and vendee. Franchisee has not paid Racine Industries any fee (other than applicable training fees and prices for the HOST Products) in connection with the Franchise Agreement or the Distribution Agreement. Franchisee acknowledges and agrees that the operation of its business is not substantially dependent upon the use of the Trademarks. Franchisee warrants and represents that the operation of its business is not substantially reliant on Racine

Industries for the continued supply of goods or services and that Franchisee will not allow its business to become substantially reliant on Racine Industries supply of goods or services.

14. Assignment.

Franchisee's rights under this Addendum may only be assigned by Franchisee in connection with an assignment of its rights in Franchisee's MOLLY MAID Business and only in accordance with the requirements specified in the License Agreement for assignment or sale of Franchisee's MOLLY MAID Business.

15. Arbitration.

Franchisee agrees that any and all disputes, controversies or claims it may have against Racine Industries, its directors, officers, agents, employees and affiliates (collectively the "Racine Industries parties"), and any disputes, controversies or claims that require Racine Industries as a party shall be resolved solely by arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §1 et seq. The arbitration shall be venued in Washtenaw County, Michigan. The Franchisee's remedies against the Racine Industries' parties shall be limited to those available under the internal substantive laws of the State of Michigan, including the application of Michigan law to the terms of this Addendum. Franchisee consents to the stay of any litigation in which a Racine Industries party is involved pending the arbitration of matters subject to this Addendum. Judgment upon the arbitration award may be entered in a court of competent jurisdiction.

16. Indemnification.

(a) MM's rights to indemnification under the License Agreement will apply to any liability, damages or costs, including reasonable attorneys' fees, arising out of, from, in connection with, or as a result of, Franchisee's acts or omissions or Franchisee's rights and/or obligations under this Addendum.

(b) Franchisee must protect, indemnify and save harmless, Racine Industries from and against any and all costs, expenses, damages, liability, and attorney's fees incurred by Racine Industries arising out of, from, in, connection with, or as a result of Franchisee's acts or omissions of Franchisee's rights and obligations under this Addendum.

17. Acknowledgments Regarding HOST.

Franchisee and MM acknowledge and agree that Racine Industries is not a party to this Addendum and that Franchisee is contracting exclusively with MM. Franchisee acknowledges that: (i) the only duties or obligations that Racine Industries has to Franchisee are set forth in this Addendum and the Distribution Agreement; (ii) that Racine Industries has not made any promises, representations or inducements to Franchisee other than as specifically referred to in this Addendum; (iii) neither MM nor Franchisee are an agent, servant, representative, employee, partner or joint venture of or with Racine Industries and

neither can bind Racine Industries without Racine Industries' written consent; and (iv) Racine Industries is a third party beneficiary under this Addendum with respect to the provisions of this Addendum granting rights to Racine Industries or requiring Racine Industries' consent and Racine Industries will have an independent right to enforce those provisions.

18. Incorporation.

All of the terms, conditions, obligations and responsibilities under the License Agreement on the part of both MM and the Franchisee are hereby ratified and affirmed and made a part of this Addendum between the parties.

IN WITNESS WHEREOF, the parties have entered into this Addendum to the License Agreement as of the date and year first above written.

FRANCHISOR:

MOLLY MAID, INC., a Michigan corporation

By: _____

Date: _____

Kristi Mailloux

Its: Executive Vice President of Operations

FRANCHISEE:

Date: _____

Date: _____

Exhibit A

Addendum to MOLLY MAID License Agreement HOST® Dry Extraction Carpet Cleaning System [Section 4(E)]

Freestyle® Limited Warranty

1. This limited Warranty applies to Freestyle® machines used in the U.S. when purchased from a HOST® Authorized Distributor. The rotationally molded pod, filter housing and cover are warranted for **3 years** with all other parts warranted for **1 year**. Outside the United States, machines are warranted by the local Distributor.
2. This machine is warranted to be free from defects in materials and workmanship when used solely for the purpose of vacuuming, pile lifting, and HOST® Dry Extraction Cleaning of carpets using HOST SPONGES® only. This Warranty applies to original Purchaser only. If machine is sold, transferred or lost, this Warranty becomes invalid.
3. If there is a failure of a part or parts within 1 year from **original purchase date** or failure of rotationally molded pod, filter housing and cover within 3 years, and upon inspection by the Manufacturer to determine that failure is due to defective materials or workmanship, such defective parts will be repaired or replaced at Manufacturer's expense.
4. This Warranty does not cover damages caused by accident, neglect, or abuse, nor does it cover expendable parts subject to normal wear. These items include but are not limited to air filters and carbon brushes on the vacuum pod, and cleaning brushes, carbon brushes and timing belts on the base unit. Any modification to the equipment by the customer will absolve Racine Industries, Inc. of any and all liability under this Warranty.
5. Machines requiring repair under the Warranty must be sent to the Factory freight prepaid. Repairs will be made and the machine returned to the original Purchaser freight prepaid in the USA.
6. When machines under this Warranty are returned with parts or accessories missing, the Purchaser will be charged for all parts and labor by the Manufacturer. After the Warranty has expired, a rebuilding charge will be quoted after Manufacturer has inspected the machine.
7. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Manufacturer: Racine Industries, Inc.
1405 Sixteenth Street
Racine, WI 53403
% 800-558-9439
% 262-637-4491
M30168(D)



Appendix A

Addendum to MOLLY MAID License Agreement

HOST Products

[Section 4(H)]

List of Material Safety Data Sheets

Franchisee acknowledges receipt from MM of the following Material Safety Data Sheets:

1. HOST® Dry Carpet Cleaner
2. HOST® Spot Remover for carpets
3. HOST® PRE-CLEAN
4. HOST® SJ Dry Carpet Cleaner

FRANCHISOR:

MOLLY MAID, INC., a Michigan corporation

By: _____

Kristi Mailloux

Its: Executive Vice President of Operations

Date: _____

FRANCHISEE:

Date: _____

Date: _____

EXHIBIT K: MILLION DOLLAR PROGRAM AGREEMENT

**MILLION DOLLAR CIRCLE PROGRAM ADDENDUM
TO THE FRANCHISE AGREEMENT
BETWEEN MOLLY MAID, INC.
AND [FRANCHISEE]**

DATED _____, 2005

This is an Addendum to the _____ (date) Franchise Agreement between Molly Maid, Inc. (referred to as “we,” “us,” “MM,” and/or “ourselves”) and [Franchisee], a resident of the State of [State] (referred to as “you” “your” or “Managing Owner”), and [Corporation name] a [State] [LLC. or corp.] (the “Franchisee”) located at [address].

Notwithstanding anything to the contrary in your existing Molly Maid Franchise Agreements and/or your new Molly Maid Franchise Agreement (“Franchise Agreement”), the terms and provisions of this Addendum shall control and supersede the Franchise Agreements. Any terms not defined herein shall have the same meanings as in the Franchise Agreement, and any references to sections and paragraphs refer to the sections and paragraphs of the Franchise Agreement unless stated otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties signing below, it is hereby agreed and understood as follows:

1. Purchase Price. There is no initial franchise fee charged. A standard territory fee of [Territory fee] and no/100 Dollars ([Territory fee]), which is based on \$1.00 per estimated qualified household in your new Territory, as described in attached Exhibit A will be paid by you upon execution of the new Franchise Agreement and this Addendum.

Provided, however, if the first growth timeline target described below in Section 4.A is achieved, and the other Business Repayments set forth in Section 4 are met, then 1/3 of this territory fee will be refunded to you. If the second growth timeline target is achieved, and the other Business Repayments in Section 4 continue to be met, then a second 1/3 of this territory fee will be refunded to you. If the third and final timeline target is achieved, and the other Business Repayments in Section 4 continue to be met, then the remainder of this territory fee will be refunded to you. If the first or second growth target are missed within the indicated timelines, but are made up for on or before the conclusion of the next timeline, then the originally missed refund will be paid along with the current refund. If the first target is missed but the second is achieved, in an amount not great enough to also make up for the shortfall on the first target, then the

first 1/3 refund is not payable, but the second refund is. This is similarly true with the third and final refund amount.

2. Royalty. The standard MM, new business royalty payment(s), as set forth in the Franchise Agreement, will be paid by you, in the same manner as described in the Franchise Agreement. Provided, however, if \$1 million in sales is accomplished in [date], on or before the end of [date], and the Business Requirements in Section 4 are met, all sales above \$1 million every calendar year thereafter will have a flat 3½% royalty payment. If the annual calendar \$1 million sales level is not accomplished within this designated timeframe, or the Section 4 Business Requirement are not met, then this 3½% royalty cut-off at \$1 million, does not apply.

If the \$1 million sales level is accomplished as described above, then the 3½% cutoff royalty over \$1 million during [date] will apply each year until the business is sold, at which time the purchaser will pay the standard MM royalty which would be applicable, except for this Million Dollar Circle Program. Similarly, if a portion of the owner's business is spun off, transferred or sold, then the standard, then current Molly Maid royalty shall be payable by the recipient.

3. Initial Package. You have no initial package purchase obligations, except as you determine are necessary to open this new business.

4. Business Requirements.

A. The growth timeline target(s) are as follows:

1. Annual Calendar Gross Sales of \$500,000 before the end of [date];
2. Annual Calendar Gross Sales of \$750,000 before the end of [date];
3. Annual Calendar Gross Sales of \$1 million before the end of [date];

B. If Gross Sales are inaccurately reported to Molly Maid, Inc. in order to accomplish any sales target(s) set forth in Sections 2 and/or 4.A above, then you will be disqualified from this Million Dollar Circle Program and ineligible to receive any Purchase Price refund(s) or royalty cutoff(s). It is your responsibility to provide us with accurate and complete customer addresses; if a customer address does not plot, upon notification from us, you will promptly forward us corrected address(es). You must also pay all costs and expenses we incur, including actual attorney(s) and accountant(s) fees, to find the inaccuracy(s).

C. Detailed business plans and marketing plans for new business will be promptly prepared in conjunction with Molly Maid, Inc., in full compliance with Molly Maid system standards.

D. You will use the standardized, web-based accounting system, approved by us, so that actual results are accessible by us. Appropriate confidentiality protections will be maintained by Molly Maid, Inc. to assure that only Molly Maid senior

management has access to your specific financial business information. Use of this information for comparison purposes within the Molly Maid system will be anonymous.

E. You will cooperate with surrounding Molly Maid owners, as reasonably requested by us, to maximize the effectiveness of your local marketing/advertising expenditures.

F. You will maintain strict compliance with the Molly Maid image and our image initiatives, as they relate to all aspects of your business.

G. It is acknowledged and agreed that you will maintain sufficient investment and focus on your existing Molly Maid businesses so as to continue their annual rates of growth, at or above the average rate of growth of all Molly Maid, Million Dollar Circle Owners, which will be computed on a calendar basis.

5. **Business Offices.** This is to confirm our permission for you to operate certain aspects of this Molly Maid business in a common office with your other Molly Maid business(es), which aspects will be reasonably agreed upon by each of us in writing. Provided, however, it is agreed and understood that at all times you will maintain separate, accurate and complete, "customer care," data bases and financial accounting systems, unless we have reached an agreement in writing allowing you to have a single merged royalty rate.

6. **Strict Confidentiality.** At no time, under any conditions, will you discuss or otherwise disclose any of the terms of this Addendum with anyone. In response to any questions directed to you concerning this Addendum, you will refer the questions to us.

7. **Cross Default.** Any default under any one of the Franchise Agreements between the parties and/or any other entities owned by you, such default shall constitute a default under all your Franchise Agreements; any and all remedies available to either party as a result of any default shall apply to all Franchise Agreements.

8. **Term Of All Your Franchise Agreements.** The term of duration for each one of your Franchise Agreements with us is hereby extended from their original expiration dates until [date] at which time all your current Molly Maid Franchise Agreements shall expire. All of your current renewal rights in your Franchise Agreements dated [date] which includes [City], [date] which includes [City], [date] which includes [City], and [date], which includes [City], are hereby similarly extended so that they take effect [date].

9. **Miscellaneous.** In all other respects, the terms and conditions contained in your new Franchise Agreement are ratified and affirmed. Further, this is to confirm we have made no other promises or commitments of any nature concerning this or any other aspect of your franchise business(es) that have not been set forth in writing.

* * *

All parties hereto do hereby acknowledge and agree that they have been represented by independent counsel of their own choice in the drafting, review and execution of this Addendum, and that they have signed this Addendum with the consent and upon the advice of said independent counsel. The parties further acknowledge and agree that they have reviewed all of the terms of this Addendum with their attorneys, and have read, understand and voluntarily accept all of its terms.

MOLLY MAID, INC., a Michigan corporation

By: _____
Kristi Mailloux
Its: Executive Vice President of Operations

Date: _____

MANAGING OWNER

[Franchisee]

Date: _____

FRANCHISEE: [Corporation]

By: _____
[Franchisee]
Its: Owner and Authorized Representative

Date: _____

As a Managing Owner and authorized representative for the [date] Franchise Agreement between [Franchisee] and Molly Maid, Inc., for the territory which included [city], your signature below acknowledges your acceptance of this addendum and its incorporation of items 7 and 8 to said Franchise Agreement:

MANAGING OWNER

[Franchisee]

Date: _____

EXHIBIT L: ADDITIONAL DISCLOSURES AND RIDERS
TO THE FRANCHISE AGREEMENT

ADDITIONAL DISCLOSURES FOR THE STATE OF CALIFORNIA.

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000 – 20043, the Uniform Franchise Offering Circular for Molly Maid, Inc., in connection with the offer and sale of franchises for use in the State of California, shall be amended to include the following:

The following paragraphs are added at the end of Item 17 of the offering circular:

1. California Law Regarding Termination and Non-Renewal. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement contains any provision that is inconsistent with the law, the law will control.
2. Non-Competition Covenants. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.
3. Applicable Law. The Franchise Agreement requires application of the laws of the State of Michigan. This provision may not be enforceable under California law.
4. General Release. Upon Renewal or Transfer of the Franchise Agreement, the Franchise Agreement requires you to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).
5. Material Modification. Section 31125 of the Franchise Investment Law requires us to give you a disclosure document, approved by the Department of Corporations, before soliciting of a proposed material modification of an existing Franchise Agreement.
6. Arbitration. The Franchise Agreement requires binding arbitration. The arbitration will occur at the American Arbitration Association office located nearest to the offices of Molly Maid, Inc. with the prevailing party paying for all costs associated with the arbitration. This provision may not be enforceable under California law. Prospective franchisees are encourage to consult private

legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside of the state of California.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR

OUR WEBSITE WWW.MOLLYMAID.COM HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT WWW.CORP.CA.GOV.

Neither Molly Maid, Inc., nor any person, or franchise broker in Item 2 of the offering circular, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Effective Date: March 28, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF FLORIDA

Florida Effective Date: April 3, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF HAWAII

The following is added to the Cover Page of this offering circular:

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

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THE OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT, THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS, AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Director of Commerce and Consumer Affairs, Business Registration Division, 335 Merchant Street Room 203, Honolulu, Hawaii, 96813.

Hawaii Effective Date: April 4, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF ILLINOIS.

The following is added to the Cover Page of this offering circular as a Risk Factor:

THE FRANCHISE AGREEMENT REQUIRES YOU TO ATTAIN, THEN MAINTAIN, CERTAIN MINIMUM WEEKLY GROSS SALES. IF YOU DO NOT ACHIEVE THE REQUIRED MINIMUM GROSS SALES FOR A PERIOD OF 3 OR MORE CONSECUTIVE WEEKS, THE FRANCHISOR MAY EITHER COLLECT FROM YOU A ROYALTY EQUAL TO WHAT YOU WOULD HAVE BEEN ASSESSED HAD YOU ACHIEVED THE MINIMUM GROSS SALES, OR TERMINATE THE FRANCHISE AGREEMENT.

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 88705/1 et. seq., the Uniform Franchise Offering circular for Molly Maid, Inc., in connection with the offer and sale of franchises for use in the State of Illinois, shall be amended to include the following:

The following language is added to the table in Item 17 at the end of the Summary sections of provisions (v) and (w) entitled Choice of Forum and Choice of Law: (except for any claims arising under the Illinois Franchise Disclosure Act of 1987).

Each provision of this Addendum to the Offering Circular shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Investment Act of 1987 are met independently without reference to this Addendum to the Offering Circular.

The following language shall replace sections 2 and 3 of Item 23:

2. FOURTEEN CALENDAR DAYS BEFORE SIGNING OF A BINDING AGREEMENT; OR
3. FOURTEEN CALENDAR DAYS BEFORE ANY PAYMENT TO MOLLY MAID, INC.

Illinois Effective Date: March 28, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF INDIANA.

In recognition of the requirements of the Indiana Code, Title 23, Article 2, Chapter 2.7, Sections 1 -7; amended by Laws of 1985, PL 233, the Uniform Franchise Offering Circular for Molly Maid, Inc., in connection with the offer and sale of franchises for use in the State of Indiana, shall be amended to include the following:

It is unlawful for any Franchise Agreement entered into between any franchisor and a franchisee that is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana, to contain any of the following provisions:

1. The following statements are added at the end of the Franchise Agreement table in Item 17:

Any release required as a condition of renewal and/or transfer will not apply to any claims that may arise under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Act.

The Summary section of Item 17(r.) entitled *Non-competition covenants after the franchise terminates or expires* is amended to provide that the provisions contained in the Franchise Agreement and Item 12 of this Offering Circular are subject to Indiana Code 23-2-2-7-1(9), which prohibits covenants not to compete which extend beyond any exclusive Territory granted to you.

Item 17(v) and 17(w) entitled *Choice of forum* and *Choice of law* are amended to provide that Michigan law generally applies except for matters arising under the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Act.

2. The following statement is added at the end of Item 19:

Gross sales do not reflect the actual potential income of a franchised business and should not be relied upon in calculating profitability. The profitability of an individual franchised business is dependent upon a number of factors which may vary due to the particular characteristics of the franchised business. Gross sales will be reduced by the various costs associated with the business, including those disclosed in Item 7 of this Offering Circular, as well as payment of royalty and advertising fees to Franchisor.

Each provision of these Additional Disclosures to the Offering Circular shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code 23-2-2.7-1 to 23-2-2.7-10, are met independently without reference to these Additional Disclosures to the offering circular.

Indiana Effective Date: April 3, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF MARYLAND.

The following is added to the cover page for the state of Maryland:

ALTHOUGH THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE MARYLAND DIVISION OF SECURITIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, ACCURATE, AND NOT MISLEADING. A FALSE, INCOMPLETE, INACCURATE, OR MISLEADING STATEMENT MAY CONSTITUTE A VIOLATION OF BOTH FEDERAL AND STATE LAW.

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Uniform Franchise in connection with the offer and sale of franchises for use in the State of Maryland, shall be amended to include the following:

Items 17 (c) 17(i) and 17(m). require a general release as a condition of renewal, sale, and/or transfer. Any such release shall not apply to any liability that falls under the Maryland Franchise Registration and Disclosure Law.

Exhibit G of the offering circular is a Disclosure Acknowledgement Statement. Such representations are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Despite any contradicting provision in the Franchise Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.

Maryland Effective Date: May 1, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF MINNESOTA.

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat 80C.01 through 80C.22, and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules 2860.0100 through 2860.9930, the Uniform Franchise Offering circular in connection with the offer and sale of franchises for use in the State of Minnesota shall be amended to include the following:

Item 17 “Renewal, Termination, Transfer, and Dispute Resolution,” is amended by the addition of the following paragraphs:

1. Minn. Rule 2860.4400J. prohibits the waiver of a jury trial.
2. Minn. Stat. 80C.17, Subd. 5 requires that no action may be commenced pursuant to this section more than three years after the cause of action occurs.
3. Minn. Stat. Sec. 80C, 14 Subds. 3, 4, and 5 requires that, except in certain specified cases, a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise can not be unreasonably withheld.

4. Minn. Stat. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to jurisdiction of the courts of Minnesota and the right to any procedure, forum, or remedies that the laws of jurisdiction provide.
5. Minn. Rule 2860.4400D. prohibits us from requiring you to assent to a general release.

Each provision of this Addendum to the Offering Circular shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated by the Minnesota Commissioner of Commerce, are met independently without reference to these Additional Disclosures in the offering circular.

Minnesota Effective Date: March 28, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF NEW YORK.

The following is added to the Cover Page of the offering circular:

SPECIAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS OFFERING CIRCULAR. IF YOU LEARN THAT ANYTHING IN THE OFFERING CIRCULAR IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NY 10271.

A FRANCHISEE MUST ACHIEVE A MINIMUM LEVEL OF WEEKLY GROSS SALES OR THE FRANCHISOR MAY COLLECT A ROYALTY EQUAL TO WHAT YOU WOULD HAVE ASSESSED HAD YOU ACHIEVED THE MINIMUM GROSS SALES, OR TERMINATE THE FRANCHISE AGREEMENT. SEE PARAGRAPHS 2.G. OF THE FRANCHISE AGREEMENT FOR COMPLETE DETAILS. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE OFFERING CIRCULAR. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATION PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

The following should be added to Item 3 of this offering circular:

Item 3. Litigation. The first paragraph is deleted in its entirety and replaced with the following:

“Neither we, nor anyone identified in Item 2:

1. Has an administrative, criminal, or civil action pending alleging: a felony; violation of a franchise, antitrust, or securities law; fraud, embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices, or comparable civil or misdemeanor allegations.
2. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of a felony or pleaded nolo contendere to a misdemeanor charge, or been held liable in a civil action alleging: violation of a franchise, antitrust, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable allegations.
3. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a franchise as a real estate broker or sales agent.

Item 4. Bankruptcy. The first paragraph is deleted in its entirety and replaced with the following:

“Neither we, nor any of our predecessors, affiliates, officers or general partners have, during the 10 year period immediately preceding the date of the offering circular; (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) Has obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company, or a general partner in a partnership, that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code, or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of ours held this position in the company or partnership.”

The following is added to the end of 17(c) and 17 (m):

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

Item 17.D. Summary Column, is amended to read: “You may terminate any time with at least 60 days prior written notice. You may terminate on any grounds available by law.”

Item 17.J. Summary Column, is amended to read: “No restriction on us of the right to assign however, no assignment will be made except to an assignee that, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.”

Item 17.S. Summary Column, the following is added to the end of Item 17.S.:

“Modifications to the Manuals will not unreasonably affect your obligations under the Franchise Agreement.”

Item 17. V and 17. W. Summary Column, the following is added to the end of Item 17(v) and 17(w):

“However, the governing choice of law and choice of forum should not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

New York Effective Date: April 11, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF NORTH DAKOTA

The following is added to the Cover Page of the offering circular as a Risk Factor:

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION; HOWEVER THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THESE SECURITIES ARE EXEMPT FROM REGISTRATION.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES COMMISSIONER OF THE STATE OF NORTH DAKOTA NOR HAS THE COMMISSIONER PASSED UPON THE ACCURACY OF ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

INVESTMENT IN SMALL BUSINESS INVOLVES A HIGH DEGREE OF RISK, AND INVESTORS SHOULD NOT INVEST ANY FUNDS IN THIS OFFERING UNLESS THEY CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. IN MAKING ANY INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. RESTRICTIONS ON THE TRANSFER MAY APPLY.

Registration of this franchise with the state does not mean that the state recommends it or has verified the information in this offering circular. If you learn that anything in this offering

circular is untrue, contact the Federal Trade Commission and the Securities Commissioner, State of North Dakota, 600 East Boulevard, Bismarck, North Dakota, 580505.

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST, OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-09-01.-51-09-17. N.D.C.C.)

- A. Restrictive Covenants: Franchise offering circulars which disclose the existence of covenants restricting competition contrary to Section 908-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute.
- B. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- C. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.
- D. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.
- E. Limitation of Claims – Section 17(v): Requiring North Dakota Franchisees to consent to a limitation of claims.
- F. Dispute resolution by arbitration or mediation – Section 17(u): Provide that the franchisee must agree to the arbitration of disputes, such arbitration to be held closest to the franchisor’s then principal business address.

In recognition of the requirements of the North Dakota Franchises Law, Section 51-19-09, the Uniform Franchise Offering circular in connection with the offer and sale of franchises for use in the State of North Dakota the following sections shall be amended to read:

Item 17 (c) and 17(m). The following is added to the end of Items 17(c) and 17(m):

“However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.”

Item 17(r). The following is added to the end of 17(r):

“Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.”

Item 17 (u) The following is added to the end of 17(u):

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site which you and we mutually agree.

Item 17(v). Item 17(v) is deleted and replaced with the following:

“All actions will be commenced in the state or federal court of general jurisdiction, closest to our principal address as the time of the action, except that, subject to your arbitration obligation, and to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

Item 17(w). Item 17(w) is deleted and replaced with the following:

“Except for the Federal Arbitration Act, other federal law and except as otherwise required by North Dakota law, Michigan law applies.”

North Dakota Effective Date: May 4, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF RHODE ISLAND

Rhode Island Addendum and Item 17 should state: §§19-28.1-14, of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

Rhode Island Effective Date: April 12, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF SOUTH DAKOTA

South Dakota Effective Date: March 27, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF UTAH

Utah Effective Date: April 1, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF VIRGINIA

Virginia Effective Date: April 29, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF WASHINGTON

Washington Addendum and Item 17 should state: “If any provision in this offering circular of Franchise Agreement are inconsistent with the relationship provisions of Revised Code of Washington, Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the “Act”), the provisions of the Act will prevail over the inconsistent terms of the offering circular or Franchise Agreement.

Washington Effective Date: April 28, 2006

ADDITIONAL DISCLOSURES FOR THE STATE OF WISCONSIN

Wisconsin Effective Date: March 24, 2006

ADDENDUM TO THE FRANCHISE AGREEMENT FOR USE IN CALIFORNIA

ADDENDUM

THE FRANCHISE AGREEMENT BETWEEN

MOLLY MAID, INC.

AND «Legal_Name»

FOR USE IN CALIFORNIA

DATED _____

This is an addendum to the Franchise Agreement between Molly Maid, Inc., a Michigan Corporation, with its principal place of business at 3948 Ranchero Drive, Ann Arbor, Michigan (referred to in this Agreement as “we,” “us,” and “ourselves”), and NAME, (referred to as “you” and “Managing Owner”), residents of the State of STATE, and CORPORATION, a STATE company to be formed or already existing whose principal address is ADDRESS (referred to in this Agreement as “you,” “your” or “Franchisee”).

Notwithstanding anything to the contrary in the Franchise Agreement, if there is a conflict between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall control and supersede the Franchise Agreement. Any terms not defined herein shall have the same meanings as in the Franchise Agreement and any references to sections and paragraphs refer to the sections and paragraphs of the Franchise Agreement unless stated otherwise.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties signing below, it is hereby agreed and understood that the following will supersede and replace section 13.D. of the Franchise Agreement:

13.D. COVENANT NOT TO COMPETE.

In the event of any future termination and/or expiration of your franchise agreement with Molly Maid, Inc., you agree that the Molly Maid customer list under such Agreement, is the sole and exclusive proprietary information of Molly Maid, Inc., and you will not retain, in any form, a copy of this customer list; you further agree not to market to, service or otherwise deal with any customers on the list for a period of 24 months after the termination and/or expiration of the Franchise Agreement.

It is also agreed and understood that if you sell any one or more of your Molly Maid franchise businesses, as a condition precedent to our approving your purchaser as a new Molly Maid franchisee, you will agree with your purchaser and with us not to compete for 24 months from the sale closing, in the residential home cleaning business, within a geographic area extending out from the purchased Molly Maid territory boundaries, in every direction, for fifty (50) miles. Provided, however, these non-

competition provisions do not create or imply any additional restrictions upon your ownership of other Molly Maid businesses in and around this geographic area.

The terms of this Addendum shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws or regulations. In all other respects, the terms and conditions contained in your original Franchise Agreement, and any previous addendums to your Franchise Agreement, remain in full force and effect. Further this it to confirm that we have made no other promises or commitments of any nature concerning this or any other aspect of your franchise business that have not been set forth in writing and any future promises, commitments or assurances must be in writing and signed by both of us, to be enforceable.

MOLLY MAID, INC., a Michigan corporation

By: _____
Kristi Mailloux
Its: Executive Vice President of Operations

Date: _____

MANAGING OWNER

«Name1»

Date: _____

MANAGING OWNER

«Name2»

Date: _____

FRANCHISEE: «LLC_or_Corp»

By: _____
«Name1»
Its: Authorized Representative

Date: _____

FRANCHISEE: «LLC_or_Corp»

By: _____
«Name2»
Its: Authorized Representative

Date: _____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN ILLINOIS

RIDER TO MOLLY MAID, INC. FRANCHISE AGREEMENT FOR USE IN ILLINOIS

This Rider is being entered into as of _____, 2____. The parties to this Rider are _____ (“you”) and Molly Maid, Inc. (“we,” “us,” or “Franchisor”).

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Molly Maid, Inc. Franchise Agreement (the “Agreement”) agree as follows:

1. Background.

We and you are parties to that certain Agreement dated _____, 20____ that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Agreement. This Rider is being executed because (a) the offer or sale of the franchise for franchise you will operate under the Agreement was made in the State of Illinois and you will operate the Franchise in the State of Illinois and/or (b) you are a resident of the State of Illinois.

2. Governing Law/Consent to Jurisdiction.

Section 15.G. and 15.H. of the Agreement, entitled “Jurisdiction” and “Choice of Law” respectively, are deleted in their entirety and replaced by the following:

ALL MATTERS RELATING TO ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ ET. SEQ.) EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT AS REQUIRED HEREBY, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, AND EXCEPT FOR CLAIMS ARISING UNDER THE ILLINOIS LAW, THIS AGREEMENT, THE FRANCHISE AND THE RELATIONSHIP BETWEEN THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF OUR PRINCIPLE BUSINESS ADDRESS, EXCEPT THAT THE PROVISIONS WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION.

YOU AGREE THAT WE MAY INSTITUTE ANY ACTION AGAINST YOU (WHICH IS NOT REQUIRED TO BE ARBITRATED HEREUNDER) IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF OUR PRINCIPLE BUSINESS ADDRESS, AND YOU IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. ANY PROVISION IN THIS AGREEMENT RESTRICTING JURISDICTION OR VENUE TO A

FORUM OUTSIDE OF ILLINOIS OR REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE IS VOID WITH RESPECT TO ANY CAUSE OF ACTION OTHERWISE ENFORCEABLE UNDER THE ILLINOIS LAW.

3. Limitation of Claims.

Section 15.K. of the Agreement, entitled "Limitations of Claims," is deleted in its entirety and replaced by the following:

Except for claims arising from underreporting of Gross Sales by you or nonpayment or underpayment of amounts you owe us or our affiliates pursuant to this Agreement, and except for claims arising under the Illinois Law, any and all claims arising out of or relating to this Agreement or the relationship between the parties hereto will be barred unless a judicial or arbitration proceeding is commenced within one (1) year from the date you or we knew or should have known of the facts giving rise to such claims.

4. Illinois Franchise Disclosure Act.

The following language is added to Section 15 of the Agreement:

15.M. Illinois Franchise Disclosure Act. 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 any provision of this Act or any law of this state is void." This section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."

5. Your Affirmations.

Section 17 of the Franchise Agreement.

- (a) The second affirmation, beginning with the phrase "We have not made" is hereby amended to read as follows:

"We ask that, before you execute this Agreement, you bring to our attention any statements or representations that have been made to you by any of our officers, directors, employees, or agents that are contrary to or inconsistent with the statements made in the MOLLY MAID Franchise Officering Circular you received or the provisions of this Agreement."

- (b) The ninth affirmation, beginning with the phrase, "As expressly set forth in Section 15" is hereby amended to read as follows:

"As expressly set forth in Section 15, certain disputes, controversies, or claims between us will be submitted to Arbitration."

- (c) The tenth affirmation, beginning with the phrase, "We may sell our assets," the following is deleted:

“...you expressly and specifically waive any claims, demands, or damages arising from or related to the loss of said Marks (or any variations of them) and/or the loss of association with or identification of Molly Maid, Inc. as the FRANCHISOR of this Agreement.”

6. Agreements/Releases.

Section 11 Paragraph C of the Franchise Agreement is deleted in its entirety and replaced by the following:

“If you satisfy all of the other conditions to the awarding of a Renewal Term, you promise to execute the form of franchise agreement and any ancillary agreements we then are customarily using in awarding Renewal Terms for MOLLY MAID franchise, provide that in no event will the Territory or Royalty for the Renewal Term franchise agreement be changed from that contained in this agreement.”

7. Each provision of this Rider shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Rider.

MOLLY MAID, INC., a Michigan corporation

By: _____
Kristi Mailloux
Its: Executive Vice President of Operations

MANAGING OWNERS

_____ Date: _____
«Name1»

MANAGING OWNER

_____ Date: _____
«Name2»

FRANCHISEE: «LLC_or_Corp»

By: _____ Date: _____
«Name1»
Its: Authorized Representative

By: _____ Date: _____
«Name2»
Its: Authorized Representative

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN MARYLAND

**RIDER TO A
MOLLY MAID, INC.
FRANCHISE AGREEMENT
FOR USE IN THE STATE OF MARYLAND**

This rider is being entered into as of _____, 200___. The parties to this Rider are _____ ("you") and Molly Maid, Inc. ("we," "us," or "Franchisor").

The parties to the attached Molly Maid Franchise Agreement (the "Agreement") agree as follows:

1. Background:

We and you are parties to that certain Agreement dated _____, 200__ that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the Molly Maid franchise you will operate under the Agreement was made in the State of Maryland and you will operate the Franchise in the State of Maryland and/or (b) you are a resident of the State of Maryland.

2. Expiration of this Agreement:

The following is added at the end of Section 10.B.8, 11.C. and 12.A., of the Agreement:

Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, termination, transfer and/or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Enforcement:

The following is added at the end of Sections 15.F. and 15.K. of the Agreement:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Jurisdiction:

The following is added at the end of Section 15.G. of the Agreement:

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Acknowledgment:

The following is added at the end of Section 17 of the Agreement:

The preceding acknowledgments are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Act.

6. Renewal and/or Transfer Item 17c and 17m:

As per the Maryland Franchise Registration and Disclosure Act you will not be required to sign a release or waiver.

In all other respects, the terms and conditions contained in the Franchise Agreement remain in effect

MOLLY MAID, INC., a Michigan corporation

By: _____

Kristi Mailloux

Its: Executive Vice President of Operations

MANAGING OWNER

«Name1»

Date: _____

MANAGING OWNER

«Name2»

Date: _____

FRANCHISEE: «LLC_or_Corp»

By: _____

«Name1»

Its: Authorized Representative

Date: _____

By: _____

«Name2»

Its: Authorized Representative

Date: _____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN MINNESOTA

**RIDER TO
MOLLY MAID, INC.
FRANCHISE AGREEMENT
FOR USE IN THE STATE OF MINNESOTA**

This rider is being entered into as of _____, 200____. The parties to this Rider are «Name1» and «Name2»("you") and Molly Maid, Inc. ("we," "us," or "Franchisor").

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. 80C.01 through 80C.22, and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rule 2860.0100 through 2860.9930, the parties to the attached Molly Maid Franchise Agreement (the "Agreement") agree as follows:

1. Background

We and you are parties to that certain Agreement dated _____, 200__ that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the Molly Maid franchise you will operate under the Agreement was made in the State of Minnesota and you will operate the Franchise in the State of Minnesota and/or (b) you are a resident of the State of Minnesota.

2. Marks

The following language is added at the end of Section 4 of the Agreement:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use our proprietary rights.

3. Term and Renewal

The following language is added to Section 11.B of the Agreement:

Minnesota law provides you with certain non-renewal rights. Minn. Stat 80C.14 requires, except in certain specified cases, that you be given 180 days notice for non-renewal of the Franchise Agreement.

4. Termination by Franchisor

The following language is added to Section 12.B of the Agreement:

Minnesota law provides you with certain termination rights. Minn. Stat 80C.14 (subd. 4) requires, except in certain specified cases, that you be given 90 days notice for termination (with 60 days to cure) of the Franchise Agreement.

In all other respects, the terms and conditions contained in your Franchise Agreements, and any previous Addendums to your Franchise Agreements, remain in effect.

MOLLY MAID, INC., a Michigan corporation

By: _____
Kristi Mailloux
Its: Executive Vice President of Operations

MANAGING OWNER

_____ Date: _____
«Name1»

MANAGING OWNER

_____ Date: _____
«Name2»

FRANCHISEE: a LLC or Corporation to be formed later

By: _____ Date: _____
«Name1»
Its: Authorized Representative

By: _____ Date: _____
«Name2»
Its: Authorized Representative

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN NORTH DAKOTA

**RIDER
TO A MOLLY MAID, INC.
FRANCHISE AGREEMENT
FOR THE STATE OF NORTH DAKOTA**

This rider is being entered into as of _____, 200____. The parties to this Rider are _____ ("you") and Molly Maid, Inc. ("we," "us," or "Franchisor").

The parties to the attached Franchise Agreement (the "Agreement") agree as follows

In accordance with:

- Section 51-19-09 of the North Dakota Franchise Investment Law, Section 11C of the Franchise Agreement the following is added:
North Dakota Law does not allow a general release upon renewal.
- Section 9-08-06 of the North Dakota Century Code, Section 13D of the franchise agreement should include the following language:
“Covenants not to compete such as those mentioned are generally considered unenforceable in the State of North Dakota”.
- Section 51-19-09 of the North Dakota Franchise Investment Law, Section 15F of the Franchise Agreement, the second paragraph should the following language:
“The site of arbitration be agreeable to all parties.”
- Section 51-19-09 of the North Dakota Franchise Investment Law, Section 15H of the Franchise Agreement is amended to read:
North Dakota law will govern for all residents of and business in the state of North Dakota.
- Section 51-19-09 of the North Dakota Franchise Investment Law, Section 15I of the Franchise Agreement the following sentence will be deleted:
“We and you irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either of us.”
- Section 51-9-09 of the North Dakota Franchise Investment Law, Section 15K of the Franchise Agreement should include the following language
“The statute of limitations under North Dakota law applies.”
- Section 51-9-09 of the North Dakota Franchise Investment Law, Section 15L of the Franchise Agreement should include the following language:
“The statute of limitations under North Dakota law applies.”

In all other respects, the terms and conditions contained in your Franchise Agreement, and any previous Addendums to your Franchise Agreement, remain in effect.

MOLLY MAID, INC. a Michigan corporation

By: _____

Kristi Mailloux

Its: Executive Vice President of Operations

MANAGING OWNER

«Name1»

Date: _____

MANAGING OWNER

«Name2»

Date: _____

FRANCHISEE: «LLC_or_Corp»

By: _____

«Name1»

Its: Authorized Representative

Date: _____

By: _____

«Name2»

Its: Authorized Representative

Date: _____

RIDER TO THE FRANCHISE AGREEMENT FOR USE IN WASHINGTON

**RIDER
REQUIRED BY THE STATE OF WASHINGTON
TO THE FRANCHISE AGREEMENT
OF MOLLY MAID, INC.**

DATED _____

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 in 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 Protections 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, or remedies under the Act such as 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.

The undersigned does hereby acknowledge receipt of this Rider.

MOLLY MAID, INC.

By: _____
Kristi Mailloux
Its: Executive Vice President of Operations

Date: _____

MANAGING OWNER

«Name1»

Date: _____

MANAGING OWNER

«Name2»

Date: _____

FRANCHISEE: «LLC_or_Corp»

By: _____

«Name1»

Its: Authorized Representative

Date: _____

By: _____

«Name2»

Its: Authorized Representative

Date: _____

ITEM 23: RECEIPT

THIS OFFERING CIRCULAR SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS OFFERING CIRCULAR AND ALL AGREEMENTS CAREFULLY.

IF MOLLY MAID, INC. OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS OFFERING CIRCULAR TO YOU BY THE EARLIEST OF;

1. THE FIRST PERSONAL MEETING TO DISCUSS ITS FRANCHISE; OR
2. TEN BUSINESS DAYS (14 CALENDAR DAYS IN ILLINOIS) BEFORE SIGNING OF A BINDING AGREEMENT; OR
3. TEN BUSINESS DAYS BEFORE ANY PAYMENT TO MOLLY MAID, INC.
4. YOU MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FIVE BUSINESS DAYS BEFORE YOU SIGN ANY FRANCHISE AGREEMENT.

IF MOLLY MAID, INC. DOES NOT DELIVER THIS OFFERING CIRCULAR ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE APPROPRIATE STATE AGENCY IDENTIFIED ON EXHIBIT E.

Molly Maid, Inc. authorizes the respective state agencies identified on Exhibit E to receive service of process for Molly Maid, Inc. in their particular state. I have received a Uniform Franchise Offering Circular dated April 3, 2006. This offering circular included the following Exhibits:

- A. Financial Statements
- B. Franchise Agreement
 - a. Territory Addendum
 - b. Initial Package Addendum
 - c. Customer Care License Agreement
 - d. Telephone Listing Assignment
- C. C₁: Franchise List and C₂: List of Franchises Which Left the System
- D. Bank Debit Authorization
- E. Service of Process
- F. Business Broker
- G. Confidentiality and Non-Disclosure Agreement
- H. Disclosure Acknowledgment Agreement
- I. Mutual Release
- J. Carpet Cleaning Agreement
- K. Million Dollar Program Agreement
- L. Additional Disclosures/Riders

Acknowledged by: _____

Date: _____

Acknowledged by: _____

Date: _____

ITEM 23: RECEIPT

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- L. Additional Disclosures/Riders

Acknowledged by: _____

Date: _____

Acknowledged by: _____

Date: _____