

FRANCHISE DISCLOSURE DOCUMENT



Dryer Vent Wizard International LLC

A Limited Liability Company

37735 Enterprise Ct., Ste. 100

Farmington Hills, MI 48331

Telephone: **586.619.2160**

www.dryerventwizard.com

info@afransystems.com

The Franchisor franchises the right to operate Dryer Vent Wizard businesses offering dryer vent installation and cleaning products and services to enhance the performance and safety of clothes dryers to residential and commercial customers within a specific geographic area.

The total investment necessary to begin operation of a Dryer Vent Wizard franchised business in a single territory ranges from \$59,950 to \$89,850. This includes \$48,666 to \$58,666 that must be paid to the Franchisor or its affiliate(s).

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

You may wish to receive your disclosure document in another format that is more convenient for you. If you receive a CD-Rom, the information provided will be identical to that in this disclosure document. To discuss the availability of disclosures in different formats, contact our corporate office at 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331, or via telephone at (586) 619-2160.

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

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

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

The Issuance Date of this Franchise Disclosure Document is: March 31, 2014

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit B to this Franchise Disclosure Document for information about the franchisor, about other franchisors, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION/ARBITRATION/MEDIATION ONLY IN MICHIGAN. OUT-OF-STATE LITIGATION/ARBITRATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE/ARBITRATE/MEDIATE WITH US IN MICHIGAN THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT MICHIGAN LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE MUST SIGN A SPOUSAL CONSENT MAKING YOUR SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT WHICH PLACES THE SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source is our agent and represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

[Effective Dates for this Franchise Disclosure Document in the Registration States are Listed on the Following Page]

DRYER VENT WIZARD INTERNATIONAL LLC

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

CALIFORNIA	In Process
ILLINOIS	In Process
INDIANA	In Process
MARYLAND	In Process
MICHIGAN	In Process
MINNESOTA	In Process
NEW YORK	In Process
NORTH DAKOTA	In Process
RHODE ISLAND	In Process
SOUTH DAKOTA	In Process
VIRGINIA	In Process
WASHINGTON	In Process
WISCONSIN	In Process

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of March 31, 2014.

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

The Franchisor is DRYER VENT WIZARD INTERNATIONAL LLC, doing business as “DRYER VENT WIZARD,” which will be referred to as “we”, “us”, or “Dryer Vent Wizard” in this Franchise Disclosure Document. We will refer to the person who buys the franchise as “you” throughout this Franchise Disclosure Document. If the franchisee is a corporation, partnership or limited liability company, certain provisions of the Franchise Agreement will also apply to the owners and will be noted.

Dryer Vent Wizard International LLC is a Michigan limited liability company that was formed on February 28, 2011. We currently conduct business under our corporate name and the name “DRYER VENT WIZARD.” Our principal business address is 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331. Our agents for service of process are disclosed in Exhibit A.

We began offering DRYER VENT WIZARD franchises on April 15, 2011. We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. Additionally, we do not engage in any other major business activities outside of the DRYER VENT WIZARD System.

Predecessors and Affiliates

Our predecessor, Dryer Vent Wizard, Inc. (“DVW”), a Massachusetts corporation, was formed on September 1, 2004 with a principal business address of 22 Hitchingpost Road, Chelmsford, MA 01824. From September 2004 until February 15, 2007, DVW operated a business of the type offered in this disclosure document. DVW has never offered franchises in this or any other line of business. In February 2006, DVW contributed the Dryer Vent Wizard business system and marks to our predecessor, American Franchise Systems, LLC (“AFS”), a Michigan limited liability company.

We do not have a parent company. Our predecessor, American Franchise Systems LLC, was formed on February 3, 2006 with a principal business address of 5523 E. Nine Mile Road, Warren, MI 48091. From February 3, 2006 until April 1, 2011, American Franchise Systems LLC offered Dryer Vent Wizard franchises of the type offered in this disclosure document. On April 1, 2011, we purchased the assets of American Franchise Systems LLC including but not limited to all franchise rights, franchise agreements and intellectual property rights. American Franchise Systems LLC has not offered other franchises in other lines of business.

Other than those described above, we have no other predecessors or affiliates.

The Franchise

We offer franchises for the establishment and operation of a business (“DRYER VENT WIZARD Business” or “Business”) which offers dryer vent installation and cleaning products and services to enhance the performance and safety of clothes dryers, as well as washer hoses (“DRYER VENT WIZARD Products and Services”), to residential and commercial customers, including apartment complexes, condo buildings and other multi-family buildings (“Residential and Commercial Customers”) within a specific geographic area. A DRYER VENT WIZARD Business is licensed to use our service mark “DRYER VENT WIZARD” and other trademarks, service marks and commercial

symbols (“Marks”), as well as our proprietary business methods and techniques (the “System”). We also grant you the right to service those Commercial Customers located in your designated territory that have been referred to us by appliance repair centers (“RC’s”). A Commercial Customer is defined as a multi-family building or a business, municipality, or school system that utilizes clothes dryers.

A DRYER VENT WIZARD Business can be operated from a home office, as services are typically provided on-premises at Customers’ homes and businesses. You will be given a designated geographic area within which you will offer and sell DRYER VENT WIZARD Products and Services. We do not operate any businesses of the type being franchised.

Industry Specific Laws and Regulations

The operation of the Business is subject to the laws and regulations in your county, state or municipality. You should familiarize yourself with all local, state and federal laws regulating the home maintenance and appliance service industry. Other federal, state and local laws of a more general nature, which apply to most businesses, may also apply to your Business including such laws requiring you to obtain a contractors or builders license. It will be your responsibility to comply with these laws, including employment, worker’s compensation, insurance, corporate, taxing, licensing and similar laws and regulations. You should independently investigate the laws of your jurisdiction before purchasing a franchise. We recommend that you engage an attorney or other professional advisor to assist you in conducting this investigation. In addition, you may be required to comply with manufacturer installation standards.

Market and Competition

The market for DRYER VENT WIZARD Products and Services consists primarily of residences and commercial entities that use clothes dryers within your designated geographic area. We encourage you to study potential markets and the competition that may already exist. You will experience competition for DRYER VENT WIZARD Products and Services from other independent businesses and national chain stores that provide similar services and products.

ITEM 2

BUSINESS EXPERIENCE

Founder: David Lavalle

Mr. Lavalle founded and established Dryer Vent Wizard in September 2004. From November, 2009 to the present he has also served as President of Charlotte Dryer Vent Corp., d/b/a DVW of Charlotte, 10937 Harrowfield Rd., Charlotte, North Carolina 28226. Mr. Lavalle continues to provide training and operations support to Dryer Vent Wizard franchises. Mr. Lavalle served as the Chairman and Chief Executive Officer of American Franchise Systems, 5523 E. Nine Mile Rd., Warren, Michigan 48091, from February 2006 to May 2007. From January 2000 to December 2005, Mr. Lavalle served as a Director on the board of Service Brands International, 3948 Rancho Dr., Ann Arbor, Michigan 48108. In January 2003, he served as President of Mr. Handyman International LLC, 3948 Rancho Dr., Ann Arbor, Michigan 48108 and from June 1996 to December 1999, Mr. Lavalle was the Founder and President of Mr. Handyman, Inc., 5 Dunstable Rd., North Chelmsford, Massachusetts 01863.

Chief Executive Officer: Terry Reuer

Ms. Reuer is our CEO, a position she has held since January 1, 2013. Ms. Reuer formerly served as President, COO and CFO of Dryer Vent Wizard International LLC, positions she held since April 1, 2011. She was also the Vice President of Corporate Development of DVW, 5523 E. Nine Mile Rd., Warren, MI 48091, from February 2010 thru March 2011 and as its Business Manager from July 2009 to February 2010. Prior to joining DVW, she was employed by C.O.S., Inc., 2100 S. Main Street, Ann Arbor, MI 48103, as Director of Operations, Newcomers Welcome Service from May 2007 to June 2009 and Director of Franchise Support, Children's Orchard from August 2004 until April 2007.

Vice President of Franchise Development & IT: Jason Kapica

Mr. Kapica serves as our VP of Franchise Development & IT, a position he has held since February of 2014. Mr. Kapica formerly served as Director of Franchise Development and Franchise Development Manager for Dryer Vent Wizard International LLC, positions he held since August of 2012. Prior to joining Dryer Vent Wizard he served as the National Sales Manager for Pure Visibility Inc., 201 S. Main Street, 5th floor, Ann Arbor MI, 48104, from August 2011 to July 2012. From November 2007 until July 2011, Mr. Kapica was the Director of Sales for ERT Systems, 801 W. Ellsworth Rd. Suite 201, Ann Arbor, MI 48108. From August 2004 until November 2007, Mr. Kapica served as Franchise Developer for Children's Orchard, Inc., 2100 S. Main Street, Ann Arbor, MI 48103.

Franchise Development Manager

We intend to fill the position of Franchise Development Manager in 2014.

Training and Support Manager/Scheduling Center Manager: LaVonna Williams

Ms. Williams serves as our Training and Support Manager as well as Manager for the Scheduling Center, a position she has held since May 15, 2012. Ms. Williams has a strong background in management, training and call center environments. Prior to joining us, she attended Central Michigan University, 1200 S. Franklin St., Mt. Pleasant, MI 48858, to obtain her MBA in Human Resources from December 2009 to May 2012. Prior to attending the university, she owned and operated her own restaurant, J Spot Café, from November 2004 to November 2009, 16500 North Park Drive, Southfield, Michigan 48075. She also was employed by the Michigan Republican State Committee as the Call Center Director, from October 1989 to December 2003, 520 Seymour Avenue, Lansing, MI 48933.

ITEM 3

LITIGATION

“Collision on Wheels International, LLC v. John Lynch et al, United States Bankruptcy Court, Eastern District of Michigan, Case No. 10-63350, Adversary Proceeding No. 112-05334”. On July 21, 2012 the Trustee for Bankruptcy Debtor Collision on Wheels, LLC filed an adversary proceeding naming 29 individuals and entities as defendants including Dryer Vent Wizard International LLC. The Trustee alleged that numerous franchise companies formerly owned by Automotive Franchise Systems, LLC and American Franchise Systems, Inc. (the “AFS Companies”), including our company, received shared service benefits that were paid by the Debtor Collision on Wheels International, LLC to the AFS Companies. It was further alleged that these actions constituted a fraudulent transfer, conversion of assets, and breach of fiduciary duty. We denied knowledge of any such alleged events or that our company received any benefit for which payment was owed by us to the Debtor. On February 5, 2013, the Trustee agreed to dismiss us from the litigation in consideration of a payment of \$5,000. We made a business decision to make this payment only because of the high cost of litigation; no admission of liability or wrongdoing was part of the settlement. On April 9, 2013, Dryer Vent Wizard International LLC was dismissed from this litigation by the United States Bankruptcy Court, Eastern District of Michigan Southern Division – Detroit.

Other than this action, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed by this Item.

ITEM 5

INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee of \$49,000 (the “Initial Franchise Fee”). The initial franchise fee will be reduced by \$7,000 if paid in full or financed through means other than Dryer Vent Wizard’s in house financing, as stated in Item 10, and a reduction of \$3,000 on the initial fee if you sign the Franchise Agreement within 7 days of your approval by Dryer Vent Wizard to become a franchisee. You will pay the Initial Franchise Fee in full at the time you sign your Franchise Agreement. The initial franchise fee is uniform as to all franchisees, is deemed fully earned upon payment, and, in consideration of administrative and other expenses we incur in granting this franchise and for our lost or deferred opportunity to franchise others, is nonrefundable.

Equipment Purchase

You must purchase equipment from us prior to beginning operations totaling \$8,300 and this fee is also nonrefundable.

Marketing and Advertising Start-Up Package Fee

You must purchase from our Approved Supplier an opening Marketing Package in the amount of \$1,366 consisting of printed branded items including business cards, invoices, and marketing materials. These fees are nonrefundable.

ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	Months 1-12: 10% of Gross Sales. Beginning in the 13 th month, the greater of 10% of Gross Sales or \$600.	Payable by electronic funds transfer system (*"EFT") monthly and withdrawn by the 10 th day of the next month	See Notes 1 and 2.
Supplies and Equipment	Approximately \$800 - \$5,000 per month per Territory.	Payable by EFT monthly and withdrawn by the 20 th day of the next month.	See Note 3.
National Advertising Fund	Months 1-12: 2%-4% of Gross Sales. Beginning in the 13 th month, the greater of 2%-4% of Gross Sales or \$120.	Payable by *EFT monthly and withdrawn by the 10 th day of the next month.	See Note 4.
Local Marketing	The lesser of 10% of Gross Sales or \$600 per month beginning in the 4 th month.	By the end of the subject month.	See Note 5.
Customer Wizard Fund	Months 1-12: 5% of Gross Sales. Beginning in the 13 th month, the greater of 5% of Gross Sales or \$300.	Payable by *EFT monthly and withdrawn by the 10 th day of the next month.	See Note 6.
Inspection and Audit	Cost of inspection and audit.	As incurred	See Note 7.

Type of Fee	Amount	Due Date	Remarks
Transfer Fees	\$5,000 per Territory plus \$3,500 for initial training expenses incurred by us in training your transferee.	Before transfer occurs	See Note 8.
Renewal	\$3,000 per Territory.	When you sign our then current Franchise Agreement	See Note 9.
Interest and Late Charges	\$50 per month plus 18% interest per annum for all amounts except for supplies and equipment; \$50 per invoice on supplies and equipment plus 18% interest per annum.	Payable only if you fail to pay us on time	See Note 10.
Follow Up Operational Assistance	Published rates, Currently \$100 per day.	As incurred before assistance	See Note 11.
Costs and Attorneys' Fees	Will vary depending on circumstances.	As incurred	Payable only if you default under the Franchise Agreement.
Indemnification	Will vary depending on circumstances.	As incurred	See Note 12.
Supplier Evaluation Fee	Will vary depending on circumstances.	As Incurred, Upon Your Request	See Note 13.
Replacement Manager Training Fee	Published Rates, Currently \$500	As Incurred	See Note 14.

*EFT: Electronic Funds Transfer from your bank.

Note 1. **Non-Refundable.** Unless otherwise indicated, all of the fees listed in this Item 6 are uniformly imposed by, payable to, and collected by us, and are non-refundable. The Item 6 table describes other recurring or isolated fees or payments that you must pay to us or our affiliates, or which we or our affiliates may impose or collect on behalf of a third party, in whole or in part.

Note 2. **Royalty Fee.** Royalties are based on "Gross Sales". "Gross Sales" shall mean all revenues derived from all sales of services and/or products of every kind or nature sold from, at or in connection with the operation of the Business or otherwise arising out of the operation of the Business, including sales made at or away from the Business, whether for cash or credit, less returns for which refunds are made, provided that the refund shall not exceed the sales price. "Gross Sales" does not include the amount of any tax imposed by any federal, state, municipal or other governmental authority; you agree to pay such amounts as and when due.

You shall supply us with weekly gross sales reports signed by you and in the form and manner we specify, including electronically, which contains the sales information pertaining to the preceding week including,

without limitation, a summary of all monies received during the relevant period, as well as customer counts and average sales, and such other additional information which we deem necessary to properly evaluate your progress on or before the close of business on Friday of each week. You shall participate in our electronic funds transfer (“EFT”) program under which we automatically deduct all monthly royalty payments for the immediately preceding month and other payments owed to us under this Agreement on the 10th day of each month, or such other day designated by us (the “Due Date”) from your bank account.

Note 3. **Supplies and Equipment.** You must buy all required supplies and equipment from us or a designated or approved supplier. See Exhibit A for list of supplies and equipment.

Note 4. **National Advertising Fund.** We have established a national advertising fund (“National Fund”) for the common benefit of franchisees. All franchisees are required to contribute a range of 2% to 4% of their “Gross Sales” as we determine (“Advertising Fee”). See Item 11 for more information on the National Fund. You must pay the Advertising Fee in the same manner as the Royalty Fee due under the Franchise Agreement.

Note 5. **Local Marketing.** In addition to the National fund and following the initial advertising expenditures for months 1-3, you must spend the requisite amounts on marketing in your Territory. You are permitted to choose the methods of your local marketing as long as the methods and materials are otherwise in accordance with the Franchise Agreement. Local marketing expenses do not have to be paid to us.

Note 6. **Customer Wizard Fund.** In addition to the National Fund, we require all System franchisees to contribute to the Customer Wizard Fund (the “Customer Wizard Fund”). Customer Wizard Fund contributions are used to pay expenses incurred on behalf of our centralized Call Center, which processes requests for services, schedules estimates and refers services requests to System Franchisees. In addition to the expenses incurred for the Call Center, the Customer Wizard Fund is also used to cover the costs associated with business-to-business mailings (See note 6 for details on mailings) and, at our discretion, certain local advertising expenditures. See Item 11 for more information on the Customer Wizard Fund. You must pay the Customer Wizard Fund fees in the same manner as the Royalty Fee due under the Franchise Agreement.

Note 7. **Inspection and Audit.** We have the right to audit your weekly gross sales and all other reports you are required to submit to us under the Franchise Agreement. We also have the right to audit your Business prior to any transfer or change of ownership of your Business. If any audit reveals that you have understated your royalty payments by more than 1%, or if you have failed to submit timely reports and/or remittances for any 2 reporting periods within any 12-month period, you must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent we incur such costs), together with amounts due for royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest. Such payment will be made in the same manner as the royalty fee due under the Franchise Agreement.

Note 8. **Transfer Fee.** Payable when the Franchise Agreement or other interest in the franchise is transferred by you, except in the case of a transfer by you to a corporation which you control or to a transfer to an immediate family member.

Note 9. **Renewal Fee.** Payable if you opt for and qualify to remain as a franchise at the end of the initial term.

Note 10. **Interest and Late Charges.** If you fail to pay any Royalties, National Fund, Customer Wizard Fund payments or other amounts due to us as and when due, you will owe, in addition to such payments and other amounts, a penalty of \$50 per month plus interest after the due date equal to 18% per annum of the late payment until such amount is paid in full; provided, however, in no event will you be required to pay interest at a rate greater than the maximum interest rate permitted by applicable law. You acknowledge we have the right to require timely payment and any previous forbearance or waiver shall not obligate us to offer any further forbearance or waiver. Such interest and late charges shall be assessed monthly and we will have the right to immediately debit such amounts from your bank account.

Note 11. **Follow Up Operational Assistance.** We will provide follow-up operational assistance for up to 30 hours during the first 30 days after the Business commences operations (the “Commencement Date”), by either: (i) sending you, at your expense, to the territory of an experienced Dryer Vent Wizard franchisee; (ii) allowing you to remain at our designated training facility following completion of the initial training program; or (iii) sending 1 of our representatives to your Territory. We shall have the option, in our sole discretion, to choose 1 of these 3 methods and locations for your follow-up operational assistance. If we select options (i) or (ii), you shall pay for all travel and lodging expenses incurred by your personnel. If we select option (iii), you shall pay for all travel and lodging expenses incurred by our representative(s). This follow-up assistance shall be offered only once to you, regardless of how many Territories you are granted under the terms of your Franchise Agreement. We will not charge you any tuition for this follow-up operational assistance.

Note 12. **Indemnification.** You must defend, indemnify and hold us harmless from all fines, suits, proceedings, claims, demands, obligations or actions of any kind (including costs and reasonable attorneys' fees) arising in whole or in part from the operation of the Business, including your advertising and business practices, except as otherwise provided in the Franchise Agreement.

Note 13. **Supplier Evaluation Fee.** If you want to offer or sell any products or services, or if you want to use manufacturers, suppliers or distributors to obtain products or services other than those previously approved by us, you must provide us with the proposed supplier’s name, address and telephone number, a description of the item(s) you wish to purchase and the purchase price, if known. At our request, you must provide us with a sample of the supplier’s product for testing purposes. If we incur any costs in connection with evaluating a supplier at your request, you must reimburse us our reasonable testing costs regardless of whether the supplier is subsequently approved. See Item 8 of the Franchise Disclosure Document for more information about designated and approved suppliers

Note 14. **Replacement Manager Training Fee.** We will make the initial training program available to replacement or additional Managers during the term of the Franchise Agreement. We charge a tuition or fee, commensurate with our then current published prices, for such training, payable in advance and you must pay all travel and lodging expenses that are incurred by your personnel when they attend our training program.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT ¹	TIME OF PAYMENT	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee ²	\$39,000- \$49,000	EFT Electronic Funds Transfer	When you sign the Franchise Agreement	Us
Training and Follow-up Operational Assistance Expenses ³	\$950 - \$2,850	EFT Electronic Funds Transfer	Before the Business Opens	Us or Designated Suppliers
Van ⁴	\$2,000 to \$5,000	EFT Electronic Funds Transfer	Before the Business Opens	Us or Designated Suppliers
Equipment, Supplies & Inventory per Territory ⁵	\$8,300	EFT Electronic Funds Transfer	When you begin operating your business	Us or Approved Suppliers
Marketing and Start-Up Advertising Package ⁶	\$4,000	EFT Electronic Funds Transfer	Prior to Training and during first 3 months in operation	Approved Supplier and Third Parties
Insurance ⁷	\$300 to \$3,000	As agreed	Before the Business Opens	Third Party
Additional Funds per Territory (3 months) ⁸	\$5,100 to \$15,300	As agreed	As incurred	Third Parties
Real Estate and Improvements (3 months) ⁹	\$0 - \$2,400	As agreed	Monthly	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT ¹⁰	\$59,950 to \$89,850			

Explanatory Notes

Note 1. **Non-Refundable.** All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. Except as otherwise described in the notes below, the preceding table provides an estimate of your initial investment and the costs necessary to begin operating a Business. Actual costs will vary for each franchise location depending on a number of factors, including market condition, and the geographic location of your Business.

Note 2. **Initial Franchise Fee.** See Item 5 for a description of the initial franchise fee, which is payable in full when you sign the franchise agreement. Note that financing may be offered for a portion of the initial franchise fee. See Item 10.

Note 3. **Training and Follow-up Operational Assistance Expenses.** Before you open your Business, you must attend our initial training program, which is conducted at our world headquarters in Farmington Hills, Michigan, and our field training facility in Charlotte, North Carolina or such other place as we designate. You must pay for your travel and living expenses and those travel and living expenses of your employees during the initial training program. If you request, we will provide follow-up operational assistance for up to 30 hours during the first 30 days after the Business commences operations (the “Commencement Date”), by either: (i) sending you, at your expense, to the territory of an experienced Dryer Vent Wizard franchisee; (ii) allowing you to remain at our designated training facility following completion of the initial training program; or (iii) sending 1 of our representatives to your Territory. We shall have the option, in our sole discretion, to choose 1 of these 3 methods and locations for your follow-up operational assistance. If we select options (i) or (ii), you shall pay for all travel, meals, lodging and salary expenses incurred by your personnel. If we select option (iii), you shall pay for all travel, meals, lodging and salary expenses incurred by our representative(s). This follow-up assistance shall be offered only once to you, regardless of how many Territories you are granted under the terms of your Franchise Agreement. We will not charge you any tuition for this follow-up operational assistance.

Note 4. **Van.** You must purchase or lease one van for use in connection with each Territory. The ranges reflected above represent the total payments for the first three months if you purchase one van at a very low interest rate with no down payment. The estimate includes the cost of the in-transit permit, documentary fee, and decaling. You must purchase lease the van, with the upfit, from our designated vendor.

Note 5. **Equipment, Supplies and Inventory.** This estimate includes all necessary equipment, supplies and inventory necessary to operate your Business in one territory over the first three months of operation, including a computer system and a cellular phone exclusively for use in connection with your Business.

Note 6. **Marketing and Advertising Start-Up Package.** Prior to attending our initial training program, You must purchase from our Approved Supplier an opening Marketing Package consisting of printed branded items including business cards, invoices, and marketing materials. In addition you must spend approximately \$3000 in local marketing during your first 3 months in operation. You will also spend approximately \$1366 for an opening order as described by Item 5.

Note 7. **Insurance.** You must procure, maintain and provide evidence of liability and other insurance policies for your vans and your Business as described in the Franchise Agreement. These costs will increase if you operate more than one Territory. See Item 8 of this Franchise Disclosure Document for more information regarding our insurance requirements.

Note 8. **Additional Funds.** These estimates represent the additional funds necessary for the first three months of your Business operations, if you are developing one Territory. You will need more funds if you are developing more than one Territory. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the Business. Your costs depend on factors such as: how effectively you follow our methods and procedures; your sales skill, experience and business acumen; local economic conditions; credit terms available to you based on your credit rating; the local market for our products and services; the prevailing wage rate; competition; and the sales level reached during this initial period. This item includes a variety of expenses and working capital items during your start-up phase such as legal and accounting fees, the cost of additional supplies, the costs of business licenses or permits, security deposits usually required by electric, gas, water and telephone companies (if you do not operate the Business from your home), and other and other miscellaneous costs. However, this item excludes your salary, rent and expenses associated with renting office space.

Note 9. **Real Estate and Improvements.** We encourage you to use your home as a base of operation for your Business. However, in an effort to increase commercial recognition, you may choose to operate your Business from an office or executive suite. If you choose to operate from an office, we estimate that the average monthly rent for an office ranges from \$500-\$800. Landlords typically require a lease deposit and we estimate that such deposits will range from \$500-\$800. We will not evaluate the location of your commercial space.

Note 10. **Basis for Estimates, Financing.** These estimates are amounts needed for each Territory in which you operate your home based Business. We relied on our predecessor's experience in the home maintenance business and in the development of the Business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. The availability and terms of financing from third parties will depend on such factors as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. These estimates do not include owner compensation or return on investment. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how closely you follow our methods and procedures; your management skill, experience and business acumen; economic conditions; the local market for the products and services you offer; the prevailing wage rate; competition; and the sales level you reach during the initial period. You may need additional funds before your Business breaks even.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish, maintain and operate your Business in accordance with our standards and specifications, which are described in the Franchise Agreement and our confidential operations manual, which we loan to you in the form of one or more manuals, technical bulletins or other written materials ("Operations Manual"). You must comply with our standards and specifications for all DRYER VENT WIZARD Products and Services, your vans, installation equipment and methods, office equipment, insurance, supplies, marketing components and techniques, customer service standards, trademark graphics, billing forms and invoices and other supplies, fixtures, inventory and equipment used in your Business.

We formulate and modify our standards and specifications for products and services based upon the collective experience of our franchisees and our principals. We do not issue our standards and specifications to approved suppliers. We have the right, under the Franchise Agreement, to change the standards and specifications applicable to the operation of the Business, including standards and specifications for DRYER VENT WIZARD Products and Services, vans, signs, furnishings, supplies, fixtures, inventory and equipment by written notice to you or through changes in the Operations Manual or otherwise in writing. You recognize that you may incur an increased cost to comply with these changes at your own expense; however, no change will materially alter your fundamental rights under the Franchise Agreement.

Approved Products, Services, and Suppliers

We require you to purchase certain products, services, signs, inventory, furnishings, supplies, fixtures and equipment from approved suppliers identified in the Operations Manual or otherwise in writing ("DRY VENT WIZARD Products and Services"). We reserve the right to require you to purchase

certain items exclusively from us or an unaffiliated third party supplier. Currently, we are one of several approved suppliers for dryer vent installation and cleaning products. We are the exclusive supplier for van upfitting, decals, and shirts. Our approved suppliers include the categories of an Opening Order of supplies and tools. We do not provide prospective franchisees with a copy of our current dryer vent installation and cleaning product price list. We do not have any affiliates that are approved suppliers.

You may not offer or sell any products or services through the Business that we have not previously authorized. If you want to offer or sell any products or services, or if you want to use manufacturers, suppliers or distributors to obtain products or services other than those previously approved by us, you must provide us with the proposed supplier's name, address and telephone number, a description of the item(s) you wish to purchase and the purchase price, if known. At our request, you must provide us with a sample of the supplier's product for testing purposes. If we incur any costs in connection with evaluating a supplier at your request, you must reimburse us our reasonable testing costs regardless of whether the supplier is subsequently approved. We have the right to revoke our approval of particular suppliers when we determine, in our sole discretion, that the suppliers no longer meet our standards. You must stop purchasing from these suppliers immediately upon receiving notice of our revocation of approval. We will approve or deny your request within 10 business days after we receive it. All approvals, denials, and revocations will be sent via email.

In addition to the supply arrangements discussed above, we may periodically negotiate purchase arrangements with suppliers for the benefit of franchisees but we do not do so at this time. We do not give you any material benefits based on your use of designated or approved sources or suppliers. Other than as we expressly authorize, you may not in any manner reship, transship, re-distribute any of the DRYER VENT WIZARD Products and Services or other items purchased from us to any third party, including but not limited to other current or former DRYER VENT WIZARD franchisees, without our prior written consent.

We may derive revenue from your required purchases. We may also sell or lease certain other supplies, products and services ourselves, and, if we do, we may derive revenue from those sales. From January 2013 through December 2013 our total revenue was comprised of Franchise Fees, Invoiced Product Sales, Royalty, Customer Wizard Fund and National Advertising Fund with a total of \$1,853,351. The total amount of our revenues from all required purchases and leases by franchisees was \$153,433.

The percentage of franchisor's total revenue from all acquired purchases or leases is 8.2% from January 2013 through December 2013.

We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, may range from 55% to 75% of the total cost of establishing your Business and approximately 18% to 34% of the total cost of operating your Business after that time.

The company derives revenue through the upfitting and processing of each Dryer Vent Wizard vehicle in the approximate amount of \$750 per vehicle to cover internal company transportation and handling expenses incurred in the process of the vehicle upfit.

We do not have any officers that own an interest in any of our approved suppliers.

Advertising

We must approve all advertising before first publication or use. See Item 11 of this Franchise Disclosure Document for more information regarding our advertising requirements.

Insurance

You must maintain in force at your expense the following insurance: (a) property insurance on a replacement cost basis at a minimum limit based on the total value of your assets (including, but not limited to, fire, extended coverage, vandalism and malicious mischief); (b) comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence (including coverage for personal injury, products and contractual liability); (c) automobile liability insurance with a minimum limit of \$1,000,000 per occurrence; and (d) unemployment and worker's compensation insurance with a broad form all-states endorsement coverage sufficient to meet the requirements of applicable state law. You are also responsible for ensuring that all of your employees using their own vehicles to provide the services and sell the products of the Business maintain liability insurance on their vehicles. You must provide us with proof of coverage and name us, any subsidiary or third party which we designate as additional insured's.

Computer Hardware and Software Components

We require you to use an IBM compatible laptop with a minimum configuration of: Pentium class CPU; 512 MB Memory; Windows XP or Vista; 40GB Hard Drive; Portable Inkjet Printer with dimensions not to exceed 6.9 x 12.2. X 2 inches; Quick Books Pro – latest version available at the time of purchase; Microsoft Office Basic (Microsoft Word & Excel) – latest version available at the time of purchase. Please see Item 11 of this franchise disclosure document for more information regarding our computer requirements.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement. It will help you find more detailed information about your obligations in this agreement and in other items of this franchise disclosure document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Section 3.1	Items 7 and 11
(b) Pre-opening purchases/leases	Section 7.2	Item 8
(c) Site development and other pre-opening requirements	Sections 7.1, 7.2 and 7.3	Items 6, 7 and 11
(d) Initial and ongoing training	Section 8	Item 11
(e) Opening	Section 7.1	Item 11
(f) Fees	Section 4	Items 5, 6 and 7

Obligation	Section in Franchise Agreement	Disclosure Document Item
(g) Compliance with standards and policies/ Operations Manual	Sections 7.2 and 10	Items 8, 11 and 14
(h) Trademarks and proprietary information	Section 11 and 12	Items 13 and 14
(i) Restrictions on products/services offered	Sections 7.2 and 7.4	Items 8, 11 and 16
(j) Warranty and customer service requirements	Section 7.4	Items 5 and 12
(k) Territorial development	Section 7.5	Item 12
(l) On-going product/service purchases	Sections 7.2.2, 7.2.5, 7.2.6 and 7.2.9	Item 8
(m) Maintenance, appearance and remodeling requirements	Section 10	Item 11
(n) Insurance	Section 17	Item 7
(o) Advertising	Section 5 & 11	Item 11
(p) Indemnification	Section 16	Item 6
(q) Owner's participation/management/staffing	Section 7.4	Items 11 and 15
(r) Records and reports	Sections 6, 13 and 14	Item 6
(s) Inspections and audits	Sections 6.2, 7.2.7, and 19.3.1	Item 6
(t) Transfer	Section 19	Item 17
(u) Renewal	Section 2.2	Item 17
(v) Post-termination obligations	Section 21	Item 17
(w) Non-competition covenants	Section 18	Item 17
(x) Dispute resolution	Sections 22 and 23	Item 17

ITEM 10

FINANCING

If you meet our credit standards, we may offer to finance up to \$15,000 of the initial franchise fee, or costs to purchase necessary equipment, tools and supplies, and/or upfit the van (does not include financing to purchase van), to start your franchise business. In such event, you will be required to

execute our standard Promissory Note attached as Exhibit VI to the Franchise Agreement as well as the Security Agreement which is Exhibit 1 of the Promissory Note.

The Promissory Note will require you to make equal payments over forty eight (48) months and will include interest of ten percent (10%). In the event of a default in any payment, the note will provide for acceleration of the entire amount owing, and your Franchise Agreement may be terminated. Your personal guaranty extends to your obligations under the Promissory Note. Only signers of the Franchise Agreement are required to execute personal guarantees. Under the Promissory Note, you are responsible for attorney fees and other costs associated with enforcing the Note, and you agree not to raise certain jurisdictional defenses. Prepayment of the Note may be made without penalty.

Other than such potential financing, we do not offer any other direct or indirect financing. We do not guarantee your notes, van payments or other obligations. We are unable to estimate whether you will be able to obtain financing for any part or all of your investment and, if so, the terms of such financing.

It is not our practice to sell, assign, or discount to a third party all or part of the financing arrangements described in this Item, but we reserve the right to do so. If we choose to sell or assign a financing arrangement with you, we will remain primarily obligated to provide the financed goods and/or services that have not been provided at the time of such sale or assignment. We do not receive any direct or indirect payments for placing financing with any third party.

Except as noted above, we do not offer or arrange direct or indirect financing. We do not guarantee any of your financing, lease or any other obligations. We do not receive direct or indirect payments for placing financing.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Dryer Vent Wizard International, LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Business we or our designee will:

1. Designate your Territory or Territories (Sections 3.2 and 9.1.1, Franchise Agreement) for offering dryer vent installation products and services to Residential and Commercial Customers.
2. Provide our initial training program for you and up to one other individual in Farmington Hills, Michigan and/or at another location we designate (Section 8, Franchise Agreement). You must complete training to our satisfaction. You are responsible for all travel and lodging expenses you and your personnel incur during the initial training program.
3. Provide you with advice regarding the selection of suppliers of items and materials used in connection with your DRYER VENT WIZARD Business. We will provide you with a list of approved

suppliers, if any, of such items and, if available, a description of any national or central purchase and supply agreements offered by such approved suppliers for the benefit of DRYER VENT WIZARD franchisees (Section 9.1.3, Franchise Agreement).

4. Loan you one copy of the Operations Manual, covering the operating techniques of the Business and all updates and revisions (Sections 9.1.4 and 10, Franchise Agreement).

Ongoing Assistance

During your operation of the Business, we will:

1. Refer National Accounts with locations in your Territory or Territories to you and give you a first right of refusal with respect to servicing the National Account. See Item 12 for more information on National Accounts. (Section 9.2.1, Franchise Agreement).

2. At your reasonable request, consult with you by telephone, email or facsimile regarding the continued operation and management of your DRYER VENT WIZARD Business and advise you regarding services, sales techniques, product supply, customer relations and similar topics (Section 9.2.2, Franchise Agreement).

3. Provide you with on-going updates of information and programs regarding your Business and the System, including, without limitation, information about special or new products or services which may be developed and made available to franchisees (Section 9.2.3, Franchise Agreement).

4. Provide classroom training for replacement or additional Managers during the term of the Franchise Agreement. We reserve the right to charge a tuition or fee for the replacement training at our then current published prices. All tuition charges will be payable in advance. You are responsible for all travel, meals and lodging expenses incurred by your personnel during the training program. The availability of the training program to replacement or additional personnel is subject to prior commitments to new DRYER VENT WIZARD franchisees and must be scheduled on a space-available basis (Section 9.2.4, Franchise Agreement).

5. Make our employees or designated agents available to you for advice and assistance in your Territory in connection with the on-going operation of the Business. In the event that you request additional assistance and we agree to provide the same, we reserve the right to charge you for all travel, lodging, meals, telephone charges and other identifiable expenses associated with such assistance, plus a fee based on the time spent by each employee on your behalf, which fee will be charged in accordance with our then current hourly rates for assistance (Section 9.2.5, Franchise Agreement).

6. Operate the Customer Wizard Call Center (Section 9.2.6, Franchise Agreement).

7. We may, in our discretion, hold an Annual Conference at a location to be selected by us. We shall determine the topics and agenda for the conference to serve the purpose among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding System operations and programs, and recognizing franchisees for their achievements. We may require you to attend the Annual Conference and to pay our then-current registration fee. All expenses, including you and your employee's transportation to and from the Annual Conference, and lodging, meals and salaries during the Annual Conference, are your sole responsibility. We may use contributions from the National Fund for purposes related to the Annual Conference, including costs related to productions, programs and materials. It is recommended that you attend every

conference; however, it is mandatory that you attend a conference every two years. (Section 9.2.7, Franchise Agreement).

Advertising/Marketing

We have established a national advertising fund ("National Fund") for the common benefit of System franchisees. We have the right to require you to participate in and contribute monthly to the National Fund a total amount not to exceed 4% of your Gross Sales ("Advertising Fee") in the manner we prescribe. We have the right to use National Fund contributions, in our sole discretion, to develop, produce, and distribute national, advertising and public relations materials which promote, in our sole judgment, the services offered by System franchisees. We may or may not use the following media: print, radio, television, telephone, telephone directories, Internet and direct mail. We do not use any portion of the advertising funds to solicit new franchise sales. We have the right to require that advertising cooperatives be formed, changed, dissolved or merged. We do not require a franchisee to participate in a local or regional advertising cooperative. We are not required to spend your Advertising Fee contributions in any specific media.

To insure uniformity of advertising and marketing on the internet and world wide web, franchisees may not create their own individual websites. We will provide all internet marketing and will maintain a website listing your franchise.

Currently, we require all System franchisees to contribute 2% of their monthly Gross Sales to our National Fund. (Section 5.2, Franchise Agreement). We do not receive payments (other than reimbursement for expenses) for administering the National Fund. We use our in-house advertising department to create and place advertising. We do not anticipate that any part of fund contributions will be used for advertising which is principally a solicitation for the sale of additional franchises, but we reserve the right to include a notation in any advertisement indicating "Franchises Available". Although we anticipate that all advertising contributions will be spent in the fiscal year in which they accrue, any remaining amounts will be carried over to be expended during the next fiscal year.

We have the sole right to determine contributions and expenditures from the National Fund, or any other advertising program, and sole authority to determine the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend such funds in the general best interests of the System on a national basis. (Section 5.2, Franchise Agreement).

In our most recent concluded fiscal year of 2013, the expenditures of our National fund were 6% for Administration, 67% for Media Placement, 18% for Production, and 4% for Franchisee Training. The balance of the 2013 National fund was carried forward and earmarked for early 2014 initiatives. The National Fund is maintained in a separate checking account.

We are not required, under the Franchise Agreement, to spend any amount of National Fund contributions in your Territory and not all System franchisees will benefit directly or on a pro rata basis from our expenditures. We have the right to reimbursement from National Fund contributions for such reasonable costs and overhead, if any, as we may incur in activities which are reasonably related to directing and implementing the National Fund and advertising programs for franchisees and the System, including costs of personnel for creating and implementing advertising, promotional and marketing programs. There is no requirement that the National Fund be audited. Upon your written request, we will provide you with an unaudited accounting of National Fund expenditures. All franchisees participating in the National Fund will be required to contribute to such fund at the same rate. Current

Dryer Vent Wizard Businesses operated under the System and Proprietary Marks will contribute to each fund on the same basis as franchisees.

You are not responsible for participating in any local or regional advertising cooperative. However, after your first three months as a franchisee, you are required to spend the lesser of 10% of your Gross Sales or \$600 per month on marketing in your Territory. This requirement is in addition to your National Fund obligations.

In addition to the National Fund, you are required to contribute 5% of your Gross Sales to our Customer Wizard Fund (the "Customer Wizard Fund"). (Section 5.3, Franchise Agreement). Customer Wizard Fund contributions are used to pay expenses incurred on behalf of our Customer Wizard centralized call center, which processes requests for services, schedules estimates and refers services requests to System Franchisees. See Item 6 of this franchise disclosure document for more information about the Customer Wizard Fund. You must submit to us, at least 21 business days prior to your use, samples of all sales promotional and advertising materials you desire to use for approval. (Section 5.1 of the Franchise Agreement). Our failure to approve or disapprove the materials within 21 business days of receipt will be deemed disapproval. You may not use any advertising or promotional materials for which we have not given our prior written approval. You may not advertise the Business or any products or services offered by the Business via the Internet without our prior written consent, which may be given or withheld in our sole discretion.

National Advisory Council ("NAC")

On March 20, 2008, we formed a National Advisory Council ("NAC") for the purpose of promoting constructive, open communication between franchisees and us. The NAC consists of 4 representatives, who each serve for a period of one (1) year. We select representatives based on certain criteria, including performance, background and operating experience. At the end of each year, we will appoint new representatives. The NAC serves in an advisory capacity only and does not have any decision making power. We have the power to form, change and/or dissolve the NAC at any time.

Operations Manual

Attached to this franchise disclosure document as Exhibit D is the table of contents of our Operations Manual, which we loan to you and contains a total of 215 pages. (Section 10, Franchise Agreement).

Office Equipment

We require you to use an IBM-compatible laptop with a minimum configuration of Pentium class CPU; 512 MB Memory; Windows 7 or newer; 40GB Hard Drive; Portable Inkjet Printer with dimensions not to exceed 6.9 x 12.2 x 2 inches; QuickBooks Pro – latest version available at time of purchase; and, Microsoft Office Basic (Microsoft Word & Excel) – the latest version available at the time of purchase. The cost of this system is approximately \$1,500 to purchase or maybe leased at market rates.

You must use QuickBooks Pro to enter your income and expenses to prepare financial reports about your Business. With the exception of a manufacturer's warranty, neither any third party nor we have a contractual right or obligation to provide on-going maintenance, repairs, upgrades or updates to your Computer System. There are no current annual costs of any optional or required maintenance support contracts with the seller or manufacturer of the hardware required by us. You must maintain an email account and you must give us electronic access to information on your computer. No contractual

limitation exists on our right to access the information generated or stored on your computer; however, we do not have independent access. We require you to obtain a separate cellular phone, with a telephone number dedicated to the Business, which you will carry with you during business hours. As part of the Franchise Agreement, you agree that we own the rights to all telephone numbers associated with your Business, and you must transfer your business telephone number and directory listings to us upon the termination or expiration of the Franchise Agreement. We may require you to upgrade or update your computer hardware, software and other office equipment. No contractual limitation exists on the frequency or cost of this obligation.

Business Location Selection

We do not require you to operate your Business from an office located outside of your home; in fact we recommend and encourage you to use your home as a base of operation for your Business. However, if you prefer, you may locate your Business office in commercial space. We will not evaluate the location of your Business office.

Schedule for Opening

The typical length of time between the signing of the Franchise Agreement and the opening of the Business will be approximately 90 days. Factors that may affect this time period are the purchase of your van(s) and scheduling and completing your initial training program. Under the Franchise Agreement, you must open your Business on the day you complete the initial training program. (Section 7.1, Franchise Agreement).

Training

We will provide an initial training program that will be conducted in Farmington Hills, Michigan or such other place as we designate. (Section 8.1, Franchise Agreement). We offer you the initial training program within a reasonable amount of time after you sign the Franchise Agreement. We schedule our initial training program as often as necessary. The initial training program will consist of up to 35 hours of classroom training at our designated training location and up to 30 hours of field training, as we determine necessary in our sole discretion. We may waive all or a portion of the training program, if you or your Manager have sufficient prior experience or training, in our sole determination.

Up to two individuals are eligible to participate in our initial training program without charge of a tuition or fee. You must pay any and all transportation, meals, salary and lodging expenses that are incurred by your personnel in connection with attendance at the training program at our world headquarters in Farmington Hills, Michigan or such other place as we designate. At least one individual who will be responsible for the daily management of the Business must successfully complete the initial training program. We will make the initial training program available to replacement or additional Managers during the term of the Franchise Agreement. We charge a tuition or fee, commensurate with our then current published prices, for such replacement training, payable in advance and you must pay all travel, meals, salary and lodging expenses that are incurred by your personnel when they attend our initial training program or replacement training. The availability of the training program to replacement or additional Managers will be subject to prior commitments to new DRYER VENT WIZARD franchisees and is scheduled on a space available basis.

We may occasionally present seminars, conventions, and continuing development programs or conduct meetings for your benefit. You or your Manager must attend certain seminars, conventions, programs or meetings offered by us during the term of your Franchise Agreement, when we announce

them as being mandatory. We will give you at least 30 days written notice before any seminar, convention, program or meeting at which we will require your attendance. We will not require that you attend any mandatory training program more than once a year. All mandatory training will be offered without charge of a tuition or fee, but you will be responsible for all travel and lodging expenses that are associated with attendance at such programs. Per Item 7, training and ongoing assistance ranges from \$950 to \$2850.

Training will be conducted after you have signed a Franchise Agreement with us. Your Business opens after you have acquired a van fully equipped with all required equipment, supplies and inventory and you have successfully completed the classroom portion of the initial training program to our satisfaction. We provide the following training at our headquarters in Farmington Hills, Michigan. Our initial training program is conducted under the direction of Terry Reuer, who has over 10 years experience in the franchise industry training franchisees.

TRAINING PROGRAM

Subject¹	Hours of Classroom Training	Hours of On the Job Training	Location
Company Philosophy and Standards	2	0	Farmington Hills, MI
Services	6	10	Farmington Hills, MI & Field Training location
Administration	7	0	Farmington Hills, MI
Sales Training	12	10	Farmington Hills, MI & Field Training Location
Introduction to the Franchise Relationship	2	0	Farmington Hills, MI
Miscellaneous/Installation	6	10	Farmington Hills, MI & Field Training Location
TOTALS	35	30	

1. The Table of Contents for our Operations Manual, which lists each subject, the total number of pages devoted to each subject, as well as the total number of pages in the entire manual, is attached to this franchise disclosure document as Exhibit "D."

ITEM 12

TERRITORY

We will grant you a designated exclusive area (“Territory”), with the following provisions which will be identified on the Data Sheet to your Franchise Agreement, within which to offer Residential and Commercial Customers DRYER VENT WIZARD Products and Services through your Business. A Territory will be defined by city or county limits, Zip Code areas, street boundaries or other reasonable boundaries within which you must promote your Business and to offer and sell DRYER VENT WIZARD Products and Services. The minimum territory granted to you under the Franchise Agreement will comprise an area that includes approximately 150,000 Qualified Households. Qualified Households is defined as any household with a median income of \$50,000 or more. You may not change your Territory without our prior written approval.

You may operate your DRYER VENT WIZARD Business out of a home office or you may lease space for your Business. Your office will be identified as the “Business Location” in the Franchise Agreement. You must notify us if you relocate your Business Location.

We will not establish and operate, nor license anyone else to establish and operate, a DRYER VENT WIZARD Business offering DRYER VENT WIZARD Products and Services to Residential or Commercial Customers within your Territory. In addition, with the exception of sales to National Accounts and our other reservations of rights, described below, we will not sell DRYER VENT WIZARD Products and Services to, or license or franchise others to sell DRYER VENT WIZARD Products and Services to residential customers located within your Territory. We are under no obligation to provide you with a right of first refusal to acquire additional franchises in contiguous territories.

Regardless of where you advertise, you are given the exclusive right, except as to National Accounts and our retained rights described below, to the particular Residential and Commercial Customers for DRYER VENT WIZARD Products and Services within a specified Territory. If a residential or commercial customer located within the Territory of another DRYER VENT WIZARD Business, whether owned by us or another DRYER VENT WIZARD franchisee, attempts to place orders with you for DRYER VENT WIZARD Products and Services, then you must refer such orders, without charge, to such other franchisee or to us, as applicable. With our prior written consent, you may provide DRYER VENT WIZARD Products and Services to Residential and Commercial customers whose addresses are located outside your Territory if no other franchised business has been granted a franchise within such geographic location or we have not retained the right to operate a Business in such geographic area, and provided that you can offer such services in accordance with our minimum standards and specifications. We may revoke our consent for you to provide DRYER VENT WIZARD Products and Services in an area other than your Territory, if your services in that area or your Territory do not meet our standards and specifications or if we grant a subsequent franchise, or elect to operate on our own account a Business in that area.

We reserve the right under the Franchise Agreement to contract with “National Account” customers to provide DRYER VENT WIZARD Products and Services. A “National Account” means any customer: (i) that conducts its business for its own account or through agents, affiliates, independent contractors or franchisees in two or more states in the United States; (ii) a regional or national chain with eight (8) or more locations which client or chain has contracted with us to obtain DRYER VENT WIZARD Products and Services for three (3) or more of its locations from us, our affiliates and/or DRYER VENT WIZARD franchisees; or (iii) which owns, manages, controls or otherwise has responsibility for businesses in more than one location and whose presence is not confined within any one particular franchisee’s territory. After we sign a contract with a National Account, if you are a franchise in good standing, we will provide you the option to perform the services in accordance with the National Account contract. If you desire to provide the contracted for services and related products at the

location for the National Account, you agree that you will respond to us within 15 days after you receive written notice of an offer to perform the services and that you will comply with the terms and conditions negotiated by us. If you choose not to provide the contracted for services to the National Account, we may provide the services directly or through another franchisee or third party, even if the job is in your Territory, without compensation to you.

If you choose to provide the contracted for services to the National Account on the terms and conditions negotiated by us, we will pay you a service fee for your services in an amount equal to the balance of the price specified in the contract, after the deduction of the Royalty Fee due to us, and any charges we incur in connection with the contract, within 30 days after we receive payment from the National Account. You acknowledge that no payments shall be made unless and until the National Account has accepted the services and has paid the National Account contract fee. As of the date of this franchise disclosure document, we do not have any National Accounts and we cannot guarantee that we will have any in the future or that if we do, you will receive any National Account referrals in any of your Territories. The current National Account List will be provided to prospective franchisees upon request.

We retain the rights, among others: (1) to use, and to license others to use, the Marks and System for the operation of DRYER VENT WIZARD Businesses at any location outside your Territory; (2) to acquire, be acquired by, merge or affiliate with or engage in any transaction with other businesses (whether or not these businesses are competitive), including competing franchise systems with units operating in your Territory and we may continue to operate any such competitive business(es) in your Territory under a different trademark; (3) to contract with and provide services and products to National Accounts at any location, whether or not located within your Territory, subject to the rights granted to you as described in this Item 12; and (4) to distribute, or license others to distribute products, whether now existing or developed in the future, identified by our Marks or other marks we own or license through any alternative distribution channels we or our affiliates may periodically establish or license, retail or wholesale, including, but not limited to the Internet, home improvement stores, and catalog sales within your Territory. The Franchise Agreement grants you no rights: (i) to distribute services as described in this paragraph; or (ii) to share in any of the proceeds from our activities through alternative channels of distribution. The franchisee does not have the right to use other channels of distribution such as the internet, catalog sales, telemarketing, or other direct marketing to make sales outside its territory without our prior written consent.

ITEM 13

TRADEMARKS

Subject to certain restrictions as stated below, you will be licensed to use our trademarks, service marks, trade names, logos, symbols and indicia of origin, including, but not limited to, the mark DRY VENT WIZARD, distinctive trade dress and such other trade names, trademarks and service marks as we now designate or may hereinafter designate in writing (the "Marks") in the operation of your Business, in accordance with the terms of your Franchise Agreement. You may use the Marks only in conjunction with your sale of DRY VENT WIZARD Products and related services to your customers.

Our predecessor registered the “Dryer Vent Wizard” mark on the Principal Register of the United States Patent and Trademark Office (“USPTO”).

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
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Dryer Vent Wizard	3435288	May 27, 2008	Principal
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In addition, we are the owner of the following state trademark registration:

STATE	MARK	IDENTIFICATION NUMBER	REGISTRATION DATE
Michigan	Dryer Vent Wizard	M08-844	April 5, 2006

There are presently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. To our knowledge our predecessor filed all required affidavits.

You may not use the words "DRYER VENT WIZARD" in the legal name of your corporation, partnership or any other business entity. You must use your corporate name either alone or followed by the initials "D/B/A" and the business name "Dryer Vent Wizard." You may not use the Marks in connection with the sale of unauthorized products or services or in a manner not authorized by us. Except as permitted in the Operations Manual, you may not use any of the Marks as part of an electronic mail address or on any sites on the Internet or World Wide Web and you may not use or register any of the Marks as a domain name on the Internet. You must modify or discontinue your use of a Mark if we modify or discontinue it, at your own expense.

You must notify us immediately when you learn about an infringement of or challenge to your use of our Marks. We are not contractually obligated by the Franchise Agreement to protect you against claims of infringement or unfair competition with respect to your use of the Marks, but it is our policy to do so when, in the opinion of our legal counsel, your right to use the Marks requires protection. In such a case, we will pay all costs, including attorneys' fees and court costs, associated with any litigation required to defend or protect your authorized use of the Marks. You must cooperate with us in any such litigation. . We do not know of any person claiming or having superior rights to any of the Marks or of any infringing uses of the Marks that could materially affect your use of the Marks.

You must use the Marks in conjunction with the symbol "SM", "TM" or "R," as applicable, in order to indicate that the Marks are protected under federal law. You may not use any of the Marks in connection with the offer or sale of any unauthorized services or products or in any other manner that we have not explicitly authorized in writing.

You acknowledge that we shall have the exclusive right to add, modify, discontinue and/or substitute any or all of the Marks on behalf of the System, as we deem appropriate in our sole discretion. Within 10 days from receiving our written notification, you must, at your sole cost and expense, discontinue using all Marks which we have modified or discontinued and begin using all additional, modified or substituted Marks, as we specify. We will control any litigation regarding the marks.

There are no agreements currently in effect that significantly limit the rights of the franchisor to use or license the use of the principal trademarks that are material to the franchise.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents or copyrights which are material to the franchise; however, we consider our Operations Manual and System as our proprietary and confidential property. There are no pending patent applications that are material to the franchise. You may use them only as described in the Franchise Agreement. We require that you maintain the confidentiality of our proprietary information and adopt reasonable procedures to prevent unauthorized disclosure of our trade secrets and proprietary information. Although we have not applied for a copyright registration, we claim a copyright in our Operations Manual. We have the right to modify the Operations Manual and you must comply with any changes that we require you to make to the Operations Manual or System.

You must notify us immediately when you learn about any infringement of or challenge to your use of our proprietary Operations Manual or the System (collectively, "Confidential Information"). We are not contractually obligated by the Franchise Agreement to protect you against claims of infringement or unfair competition with respect to your use of our proprietary Confidential Information, but it is our policy to do so when, in the opinion of our legal counsel, your right to use our proprietary Confidential Information requires protection. We have the right to control any litigation regarding our patents, copyrights and proprietary Information. You must cooperate with us in any litigation.

You agree to use the Confidential Information only for the purposes and in the manner we authorize in writing, which use will inure exclusively to our benefit. You may not directly or indirectly contest our ownership of any Confidential Information or contest our right to register, use or license others to use any of such Confidential Information. You further acknowledge that we have expended a great amount of effort and money in obtaining and developing the Confidential Information, that we have taken numerous precautions to guard the secrecy of the Confidential Information, that it would be very costly for competitors to acquire or duplicate the Confidential Information and that any unauthorized disclosure of such Confidential Information would be wrongful and would cause us irreparable harm. You may divulge such Confidential Information only to such of your employees, as must have access to it in order to operate the Business. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will be deemed Confidential Information for purposes of this Agreement. You and your heirs, successors and assigns (including your partners, officers, directors, shareholders, and their respective heirs, successors and assigns) and your employees and their respective heirs, successors and assigns, may not use nor disclose any Confidential Information in any manner other than as we permit in writing.

All copyrightable works created by you or any of your owners, officers or employees in connection with the Business shall be our sole property. You assign all proprietary rights, including copyrights, in these works to us without additional consideration. You hereby assign and will execute such additional assignments or documentation to effectuate the assignment of all intellectual property, inventions, copyrights and trade secrets developed in part or in whole in relation to the Business, during the term of this Agreement, as we may deem necessary in order to enable it, at its expense, to apply for, prosecute and obtain copyrights, patents or other proprietary rights in the United States and in foreign countries or in order to transfer to us all right, title, and interest in said property. You shall promptly disclose to us all inventions, discoveries, improvements, creations, patents, copyrights, trademarks and confidential information relating to the Business and the System which you or any of your owners, officers or employees has made or may make solely, jointly or commonly with others and shall promptly create a written record of the same.

At our request, you must require your manager and any personnel having access to any of our confidential information to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by you. Such covenants shall be in a form satisfactory to us including, without limitation, specific identification of us as a third party beneficiary of such covenants with independent rights to enforce them.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or your managing partner, member, or principal shareholders) are obligated to participate personally in the direct operation of your Business. You (or your managing partner, member or principal shareholders) are required to successfully complete our mandatory initial training program as a condition to granting a franchise to you.

If you are a corporation, limited liability company or partnership, you and each of your officers, directors, shareholders, members and employees (and, if you are individual, immediate family members) must execute and provide us with a signed copy of our standard Confidentiality and Noncompetition Agreement, a copy of which is attached to the Franchise Agreement as Exhibit H. If you are a corporation, limited liability company or partnership, you may designate a manager who has been previously approved by us and who has successfully completed our initial training program (an “Approved Manager”) to operate your Business. The Approved Manager is not required to have an equity interest in the franchise; however, the Approved Manager must sign a confidentiality and noncompetition agreement. We strongly recommend that you require each of your employees to sign a separate confidentiality and noncompetition agreement between you and the employee, according to any laws or guidelines of the state in which you operate your Business. Other than the above, we make no other recommendations and have no other requirements regarding employment or other written agreements between you and your employees. Additionally, your spouse must sign a personal guaranty for your monetary obligations under the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell through the Business only those products and accompanying services that we have approved for the System. You may only offer DRYER VENT WIZARD Products and Services, and any other products and services that we designate, to Residential and Commercial Customers in your Territory during the term of your Franchise Agreement.

We have the right to change the types of authorized services and products, and there are no limits on our right to do so, although we will provide you with written notice 30 days before any change becomes effective. You may not offer for sale any products or perform any services that we have not approved, nor can you engage in any other business enterprise through the entity that you use to operate the Business without our prior written consent. (See Items 8 and 11). You may not perform work on National Accounts except as described in the Franchise Agreement

Other than as we expressly authorize, you may not in any manner reship, transship, or re-distribute any of the DRYER VENT WIZARD Products or other items purchased from us to any third party, including but not limited to other current or former DRYER VENT WIZARD franchisees, without our prior written consent. You may sell the items purchased through us or third party designees only through your Business and only through services approved by us. In addition, you cannot purchase any DRYER VENT WIZARD Products and Services from or sell any DRYER VENT WIZARD Products and Services to any current or former franchisee of ours without our prior consent.

You must obtain our consent in writing before you distribute materials or offer any type of products or services using our Marks or System, which we have not previously authorized in writing.

We reserve the right to restrict your provision of services and products to National Account locations with whom we have contracted in your Territory, if you cannot, for any reason, or do not elect to provide services and products to any National Account locations in accordance with our arrangement with them. See Item 12.

Other than as described above, or by Item 12, we place no restrictions on where or to whom you may provide DRYER VENT WIZARD Products and Services so long as it is within your Territory. You may provide DRYER VENT WIZARD Products and Services outside of your Territory if you obtain our prior written consent, if no other DRYER VENT WIZARD franchisee or company or affiliate-owned outlet has been granted or retained the right to operate a Business in such geographic area; provided that the products and services can be provided in accordance with our standards and specifications

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions of the Franchise Agreement. You should read these provisions in the Franchise Agreement attached to this Franchise Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	10 years
b. Renewal or extension of the term	Section 2.2	Option to renew for up to two additional terms of 10 years each.
c. Requirements for you to renew or extend	Sections 2.2	Upgrade Business to then current standards, perform required upgrades, execute release, pay renewal fee in the amount of \$3,000 for each Territory granted under the Franchise Agreement, have been in substantial compliance with Franchise Agreement, execute our then-current form of franchise agreement, the terms of which may vary materially from the terms of your original franchise agreement and may include, without limitation, increased royalty fees and advertising obligations.

Provision	Section in Franchise Agreement	Summary
d. Termination by you	None (Subject to state law. See the State Specific Addenda attached to this Franchise Disclosure Document as Exhibit I.)	Not applicable
e. Termination by us without cause	None	Not applicable
f. Termination by us with cause	Sections 20.1, 20.2, 20.3, 20.4 and 20.5	We can terminate you if you commit any one of several listed violations.
g. "Cause" defined- curable defaults	Section 20.3	We have the right to terminate the Franchise Agreement after providing you a 15 day cure period if: (i) you fail to pay any amounts owed to us, our affiliates or System Suppliers; (ii) you fail to maintain sufficient inventory levels; (iii) you fail to commence operations; (iv) you fail to maintain prescribed hours of operation; (v) you fail to supervise operations or employ sufficient personnel; (vi) fail to meet the current operating standards; (vii) your conduct adversely reflects on the System; and (viii) you perform services outside your Territory without our prior written consent.
	Section 20.4	We have the right to terminate the Franchise Agreement after providing you a 30-day cure period if you fail to perform or comply with any one or more of the terms of the Franchise Agreement or any other agreements between you and us.
h. "Cause" defined- non-curable defaults	Section 20.1	The Franchise Agreement shall automatically terminate without notice or an opportunity to cure if: you make an assignment for the benefit of creditors, file a voluntary petition for bankruptcy, are adjudicated bankrupt or insolvent; (ii) If proceedings are commenced to have adjudicated bankrupt and such proceedings are not dismissed in 60 days; and (iii) you purport to sell or transfer your or any interest in the Business without our written approval.
	Section 20.2	We have the right to terminate the Franchise Agreement upon notice and without an opportunity to cure if: (i) you intentionally or negligently disclose to an unauthorized person the Confidential Information; (ii) you abandon the

Provision	Section in Franchise Agreement	Summary
		business; (iii) if you or any of your principals becomes insolvent; (iv) a lien or writ of attachment is placed against you and not released or bonded against within 30 days; (v) you are convicted of, plead guilty or no contest to a crime; (vi) you misuse the Marks; (vii) you receive 2 or more written notices of default within any 12 month period; (viii) you violate the Franchise Agreement's restrictive covenants; (ix) you or your principals commit any fraud or misrepresentation in the operation of the Business; (x) you make any misrepresentation or omission on your franchise application; (xi) you fail to complete initial training; (xii) you or your principals breach any other agreement with us, or your van lease; (xiii) you offer any unauthorized products or services; and (xiv) you order or purchase any unauthorized supplier, signs, equipment or inventory from an unapproved supplier.
i. Your obligations on termination/nonrenewal	Section 21	Pay outstanding amounts, de-identification, return of confidential information, Customer list and telephone numbers (see also r).
j. Assignment of contract by us	Section 19.7	No restriction on our right to assign.
k. "Transfer" by you – definition	Sections 19.1 and 19.2	Includes transfer of contract or assets or certain changes in ownership if you are an entity.
l. Our approval of transfer by you	Sections 19.1 and 19.2	We have the right to approve all transfers, our consent not to be unreasonably withheld.
m. Conditions for our approval of transfer	Sections 19.3 and 19.4	Audit completed or waived, transferee qualifies to become a franchisee, all amounts due are paid in full, transferee completes training, transfer fee paid, then current contract signed, general release signed.
n. Our right of first refusal to acquire your Business	Section 19.6	We can match any offer.
o. Our option to purchase your Business	Not provision	Not applicable
p. Your death or disability	Section 19.8	Franchise must be assigned to approved transferee within 45 days.
q. Non-competition covenants during the term of the franchise	Section 18.1	No involvement in competing business.
r. Non-competition covenants after the franchise is terminated or expires	Section 18.2	No competing business for two years within your Territory or any other territory of a DRYER VENT WIZARD Business operating as of the termination or expiration.

Provision	Section in Franchise Agreement	Summary
s. Modification of the agreement	Section 25.1	No modifications generally but Operations Manual subject to change.
t. Integration/merger clause	Section 25.2	Only terms of franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 22	You must bring all disputes before our President and/or Chief Executive Officer prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to mediation in Detroit, Michigan in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect. No class actions or consolidations.
v. Choice of forum	Section 23	Mediation in Michigan. Litigation in Oakland County Circuit Court, Detroit, Michigan or in the United States District Court for the Eastern District of Michigan (subject to state law).
w. Choice of law	Section 23.1	Michigan law applies (subject to state law).

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is any reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may only be given if (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This item sets forth certain historical data from: (1) 48 of our franchised businesses that operated for the entire 2013 calendar year, January 1, until December 31, 2013 which have fully reported their

gross sales to us; and (2) All franchised businesses that operated for the entire 2012 and 2013 calendar years, January 1, until December 31. This item also includes an excerpt from the tax return of a specific franchisee for illustrative purposes only.

The sales information presented in this Item was obtained from monthly gross sales reports Franchisees submitted to us. Written substantiation of the data used in preparing this information will be made available upon reasonable request. Excluded from this Financial Performance Representation are monthly gross sales information from 16 System franchisees whose Dryer Vent Wizard businesses were not open for a full 24 months.

For the purposes of this Item 19, gross sales includes all revenues derived from all sales of services and/or products of every kind or nature sold from, at or in connection with the operation of the Business or otherwise arising out of the operation of the Business, including sales made at or away from the Business, whether for cash or credit, less returns for which refunds are made, provided that the refund shall not exceed the sales price. Gross Sales does not include the amount of any tax imposed by any federal, state, municipal or other governmental authority.

Importantly, the success of your franchise will depend largely upon your individual abilities and your market, and the financial results of your franchise are likely to differ from the results summarized in this item.

The following financial data has not been audited and no assurance can be offered that the data does not contain inaccuracies that an audit might disclose. Additionally, this Item does not contain expense and operating cost information, including royalty fees and advertising fund contributions, as well as other expense information stated by Item 6, which you will incur as a franchisee.

The Franchisees depicted below have been in business a minimum of 24 months as of December 31, 2013.

Location	2012 Total Gross Sales	2013 Total Gross Sales	2013 % Increase/Decrease	2012 Average Sale Per Service	2013 Average Sale Per Service
OH02	\$618,190	\$649,404	5%	\$281	\$ 329
NC04	580,240	632,180	9%	329	312
MA03	476,720	497,893	4%	341	332
MN02	374,230	484,242	29%	312	324
MA05	378,810	460,543	22%	341	376
VA01	231,920	446,595	93%	325	395
NY01	346,420	352,402	2%	256	268
CA01	214,300	335,727	57%	255	256
OH01	264,280	300,932	14%	212	209
MA02	283,340	268,105	-5%	279	255
CA07	239,730	264,160	10%	262	254
IN03	242,140	262,460	8%	273	253
KY01	242,400	250,104	3%	365	339

PA05	183,570	231,496	26%	281	298
NY03	157,260	230,707	47%	396	480
WI04	178,030	211,410	19%	320	305
NC01	174,030	185,755	7%	302	309
CO03	167,640	182,269	9%	194	202
ID01	150,060	175,121	17%	260	272
PA01	218,580	170,294	-22%	309	288
IL01	123,060	155,443	26%	284	319
WI03	61,880	150,935	144%	318	449
IL02	122,950	149,658	22%	285	310
DC01	108,600	148,584	37%	285	313
KS01	81,180	140,013	72%	340	340
PA04	104,550	138,134	32%	251	302
TX02	44,140	134,317	204%	219	253
OH04	106,660	125,092	17%	243	286
CA08	119,370	122,778	3%	299	241
MI02	96,970	108,353	12%	245	206
TX01	72,160	106,843	48%	289	267
FL03	89,660	106,758	19%	292	321
GA01	116,030	106,193	-8%	288	278
AZ01	122,820	104,263	-15%	236	242
CA05	82,920	103,348	25%	166	172
VA02	100,890	100,916	0%	290	271
CT01	138,460	99,312	-28%	397	321
CT03	80,050	92,887	16%	272	237
FL05	75,550	84,568	12%	285	241
WA01	\$77,420	\$80,038	3%	\$215	\$198
CT02	40,240	71,370	77%	340	384
OH03	67,140	68,919	3%	212	213
FL07	53,270	61,710	16%	267	210
MD01	65,900	60,519	-8%	236	206
IL03	47,940	58,553	22%	227	240
FL06	54,750	53,571	-2%	142	152
CA09	44,030	51,983	18%	273	271
AL01	36,660	42,132	15%	137	139

Notes:

1. Average sale is defined as the yearly gross sales for the franchisee divided by the number of jobs completed by the franchisee.
2. There were a total of 63 franchisees in operation as of December 31, 2013. There were 48 franchisees in business for 24 months or more as of December 31, 2013.

Assumptions:

1. Your results may vary upon the location of your Business. This analysis does not contain information concerning operating costs or expenses. Operating costs and expenses may vary from Business to Business.

2. The above figure excludes finance charges and depreciation. Interest expense, interest income, depreciation, amortization and other income or expenses will vary from Business to Business, depending on the amount and kind of financing you obtain to establish your Business. You should consult with your tax advisor regarding depreciation and amortization schedules and the period over which assets of your Business may be amortized or depreciated, as well as the effect, if any, of any recent or proposed tax legislation.

3. Expenses and costs, as well as the actual accounting and operational methods employed by a Business, may significantly impact profits realized in any particular operation.

4. This is just revenue without expenses that you will incur such as vehicle costs and maintenance, marketing costs, materials and supplies, professional and other miscellaneous and operational expenses you may incur from time to time.

The following table reflects a portion of the financials submitted for 2013 tax returns by one of our franchisees, David Lavallo. Note that Mr. Lavallo is the founder of Dryer Vent Wizard, Inc. and has a membership interest in Dryer Vent Wizard International, LLC. Mr. Lavallo also actively provides training and operations support to other franchisees for which he is paid a salary by us. With respect to the Dryer Vent Wizard franchises that he owns, Mr. Lavallo fully operates and manages them as a franchisee, separate and apart from us.

Note that your results may vary based on several factors, including the geographic location of your territory, the specific location of your franchise, your industry expertise, the length of time your franchise has been in operation, and the extent of competition in your market area.

**Sch. G Ordinary Income (Loss) from Trade
or Business Activities**

1 a	Gross receipts or sales	628457
b	Returns and allowances	1477
c	Balance - Line 1a minus Line 1b	626980
2	Cost of goods sold (Attach schedule)	0
3	Gross Profit (Line 1c minus Line 2)	626980
4	Net gain (loss) (Attach schedule)	7653
5	Other income (loss) (Attach sch)	0
6	Total Income (Loss)	634633
7	Compensation of officers (Attach schedule)	41600
8	Salaries and wages (less employment credits)	140375
9	Repairs and maintenance	0
10	Bad debts	0
11	Rents	5400
12	Taxes and licenses	20053
13	Interest	0
14 a	Depreciation	13192
b	Depreciation included in cost of goods sold	0
c	Balance – Line 14a minus 14b	13192
15	Depletion	0
16	Advertising	48907
17	Pension, profit-sharing, and similar plans	0
18	Employee benefit programs	0
19	Other deductions (Att sch) SEE LINE 19 STMT	225609
20	Total Deductions	495136
21	Ordinary Business Income (Loss)	139497

LINE 19 STMT

AMORTIZATION	7756
AUTOMOBILE AND TRUCK EXPENSE	26499
BANK CHARGES	703
COMPUTER SERVICES AND SUPPLIES	2070
INSURANCE	16410
LEGAL AND PROFESSIONAL	3546
MISCELLANEOUS	25
SUPPLIES	44528
TELEPHONE	2085
TRAINING/CONTINUING EDUCATION	1106
TRAVEL	123
UNIFORMS	1786
ROYALTIES	106868
MEETINGS	758
OWNER MEDICAL INSURANCE PREMIUM COMPENSATION	11346
TOTAL	225609

Notes:

1. In addition to the income reflected on line 21 of the above table, Mr. Lavalle also received W-2 compensation from his franchise in the amount of \$41,600 (reflected on the table as "Compensation of officers." Additionally, the franchise funded \$11,346 in medical insurance premiums for the direct benefit of Mr. Lavalle (included in the Line 19 Statement).
2. The above tax returns reflect Mr. Lavalle's franchise operating with three vans.

Assumptions:

1. Your results may vary upon the location and operation of your Business. Gross receipts, operating costs, and expenses may vary from Business to Business.
2. Interest expense, interest income, depreciation, amortization and other income or expenses will vary from Business to Business, depending on the amount and kind of financing you obtain to establish your Business. You should consult with your tax advisor regarding depreciation and amortization schedules and the period over which assets of your Business may be amortized or depreciated, as well as the effect, if any, of any recent or proposed tax legislation.
3. Expenses and costs, as well as the actual accounting and operational methods employed by a Business, may significantly impact profits realized in any particular operation.

There is no assurance you will do as well. Gross Sales, revenues and expenses may vary. In particular, the revenues and expenses of your franchised Business will be directly affected by many factors, including: (a) geographic location; (b) competition from other similar businesses in your area;

(c) advertising effectiveness based on market saturation; (d) your product and service pricing; (e) vendor prices on materials, supplies and inventory; (f) labor costs; (g) health and other fringe benefits you provide; (h) ability to generate customers; (i) customer loyalty; and (j) employment conditions in the market.

Therefore, we recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a franchised Business.

Some franchisees have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the preceding financial performance representation, Dryer Vent Wizard International, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Terry Reuer, 37735 Enterprise Ct., Ste. 100 Farmington Hills, MI 48331, 586-619-2160, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

**System wide Outlet Summary
For years 2011 through 2013**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2011	57	63	+6
	2012	63	66	+3
	2013	66	70	+4
Company-Owned	2011	0	0	0
	2012	0	0	0
	2013	0	0	0
Total Outlets	2011	57	63	+6
	2012	63	66	+3

	2013	66	70	+4
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Table No. 2

**Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor) for years 2011 through 2013**

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Colorado	2011	0
	2012	0
	2013	0
Florida	2011	0
	2012	0
	2013	0
Indiana	2011	1
	2012	1
	2013	0
Maryland	2011	0
	2012	0
	2013	1
Massachusetts	2011	0
	2012	0
	2013	0
Michigan	2011	1
	2012	1
	2013	1
Minnesota	2011	0
	2012	0
	2013	0
New Hampshire	2011	0
	2012	0
	2013	0
New Jersey	2011	0
	2012	0
	2013	0
Ohio	2011	1
	2012	0

	2013	0
Pennsylvania	2011	0
	2012	0
	2013	0
North Carolina	2011	0
	2012	0
	2013	0
Total	2011	3
	2012	2
	2013	2

Table No. 3

**Status of Franchised Outlets
For Years 2011 through 2013**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operation Other Reasons	Column 9 Outlets at the End of the Year
Alabama	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Arizona	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
California	2011	6	1	0	0	0	0	7
	2012	7	0	0	0	0	1	6
	2013	6	1	0	0	0	0	7
Colorado	2011	2	0	0	0	0	0	2
	2012	2	1	0	0	0	0	3
	2013	3	0	1	0	0	0	2
Connecticut	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
Florida	2011	3	3	0	0	0	0	5
	2012	5	0	0	0	0	0	5
	2013	5	1	1	0	0	0	5
Georgia	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Idaho	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Illinois	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
	2013	3	1	0	0	0	0	4

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operation Other Reasons	Column 9 Outlets at the End of the Year
Indiana	2011	1	1	0	0	0	0	2
	2012	2	1	0	0	0	1	2
	2013	2	0	0	0	0	0	2
Kansas	2011	0	1	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Kentucky	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Maryland	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	2	1	0	0	0	3
Mass.	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
Michigan	2011	3	1	0	0	0	1	3
	2012	3	2	0	0	0	1	4
	2013	4	1	0	0	0	1	4
Minnesota	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
New Hampshire	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
New York	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	1	2
	2013	2	0	0	0	0	0	2
North Carolina	2011	4	0	0	0	0	0	4
	2012	4	0	0	0	0	1	3
	2013	3	0	0	0	0	0	3
Ohio	2011	3	1	0	0	0	0	4
	2012	4	0	0	0	0	0	4
	2013	4	0	0	0	0	0	4
Pennsylvania	2011	4	0	0	0	0	0	4
	2012	4	0	0	0	0	0	4
	2013	4	0	1	0	0	0	3
South Carolina	2011	0	0	0	0	0	0	0
	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Tennessee	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	1	0	0	0	1	1
Texas	2011	0	1	0	0	0	0	1
	2012	1	1	0	0	0	0	2
	2013	2	0	0	0	0	0	2
Virginia	2011	3	0	0	0	0	0	3
	2012	3	2	0	0	0	0	5
	2013	5	0	0	0	0	0	5

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operation Other Reasons	Column 9 Outlets at the End of the Year
Washington	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	1	0	0	0	0	2
Wisconsin	2011	2	0	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	1	0	0	0	0	3
Canada	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	1	0	0	0	0	1
Total Outlets	2011	57	8	0	0	1	1	63
	2012	63	8	0	0	0	5	66
	2013	66	11	5	0	0	2	70

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Table No. 4

**Status of Company-Owned Outlets
For Years 2011 through 2013**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of Year
Total Outlets	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
	2013	0	0	0	0	0	0

Table No. 5

**Projected Openings
As of December 31, 2013**

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 3 Projected New Company-Owned Outlet in the Next Fiscal Year
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California	0	1	0
Florida	0	1	0
Georgia	0	1	0
Michigan	0	0	0
Total	0	3	0

The data above represents Dryer Vent Wizard franchisee performance from our predecessor which is the exact same business format we franchise today. This data also represents at the end of the fiscal year 2013 there were no franchisees who had ceased to do business under the franchise agreement or had an outlet terminated, canceled, not renewed or who had not communicated with the franchisor.

All of our franchisees' email addresses are listed in Exhibit E. A list of 14 franchisees who had a Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement with our predecessor as of the date of this Disclosure Document , or who have not communicated with us within 10 weeks of the date of this Disclosure Document is attached as Exhibit E. During the past 3 years, to our knowledge, our predecessor did not have any franchisee sign confidentiality clauses which would prevent them from speaking of their experience with us. **If you are awarded this franchise, your contact information may be disclosed in the future to other buyers. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

There is presently no trademark specific franchisee organizations associated with the franchised system being offered.

ITEM 21

FINANCIAL STATEMENTS

Attached to this franchise disclosure document as Exhibit G is Dryer Vent Wizard International, LLC's Audited Financial Statement as of December 31, 2013.

ITEM 22

CONTRACTS

Attached to this franchise disclosure document are the following contracts:

Exhibit C	Franchise Agreement and Exhibits
Exhibit H	Compliance Certification
Exhibit I	Confidentiality Agreement
Exhibit K	General Release

ITEM 23

RECEIPTS

Exhibit L of this franchise disclosure document contains a detachable document, in duplicate, acknowledging receipt of this franchise disclosure document by a prospective franchisee. You should sign both copies of the Receipt. You should retain 1 signed copy for your records and return the other signed copy to: Mrs. Terry Reuer, Dryer Vent Wizard International LLC, 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331.

EXHIBIT A

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

EQUIPMENT AND SUPPLIES

EXHIBIT A

EQUIPMENT AND SUPPLIES

Van Supplies

Qty.	Description
48	4" X 24" aluminum pipe- (case pack- 24)
24	4" aluminum adjustable elbow- (pack 12)
6	4" White louver vent face (Polybag)
6	4" Brown louver vent face (Polybag)
1	10" ZAG Transition
1	12" ZAG Transition
9	4"X8' Flex Aluminum duct compressed
15	4"Worm Gear Clamp
4	4' stainless steel braided hoses-standard
1	2.5 Gal Vacuum
1	24" flexible crevice tool
1	36" flat crevice tool
1	18v Combo Drill Kit
1	Dust Pan
1	Corn Broom
1	24" Extension Grabber
1	6' 250 lbs Rated Step Ladder
1	24' 300 lbs Rated Extension Ladder
1	Rake
1	Ridged 1/2 inch hammer drill
1	3/8 Hardened Masonry Bits
1	25' 12 Gage extension cord
2	Low Profile No Nest Vent White
2	Low Profile No Nest Vent Brown
1	48" of DryerFlex
1	DryerJack Roof Vent
1	Pro Spin Kit
1	Right 90 Shear
1	Left 90 Shear
1	Blower
1	Master Lock
1	Hole Plug
1	Set of 6 Dryer Placard Label
1	18" of tubing
1	2 1/2 deck screws
1	Wasp Spray
1	Fire Extinguisher

1	1-Gal Bleach Sprayer
1	Flat bar kit
25	J-Hooks 25 count
1	Knee Pads
1	First Aid Kit
1	Ladder Stabilizer
1	Galv. Hanger Strap
1	Long Handle Lint Brush for Resale
1	Multi-Unit Compressor
1	Heat Seal Kit
1	12/3 50ft Extension Cord
1	Coveralls
1	Washer Hose Salesman's Kit
12	Close Elbows

Toolbox Content

Qty.	Description
1	Down Spout Crimper, C4TS
1	6 in1 screw driver
1	3 Piece Wallboard Set
1	3 Piece Wood Chisel Set
1	Orange Plastic Toolbox
1	25' Tape Measure
1	Linesman Pliers
1	Washing Machine Hose Pliers
1	7" End nippers Pliers
1	Husky Metal Cutting Snips 10"
1	8" Bear Claw
1	Long Cold Chisel 5/8" X 12"
1	16 Ounce Hammer
1	5 Gallon bucket with handle
2	322 Nashua Foil Tape
1	24" Duct Fasteners (Zip Ties)
1	1 1/4" Galvanized screw box)
1	4-1/4" Bi-metal hole saw
1	3/8" Hole saw mandrel (bit/shaft)
1	4" Grit Hole Saw
1	Economy Twin Respirator
1	Safety Glasses
1	Phenosal White/5.5 Oz Caulk
1	3/16" X 1/14" Tapcon Screws
1	Tapcon drill bit; 5/32" X4-1/2"

- 1 7" Black Zip Tie/ Pack 100- Washer Drain Tie
- 1 1/4x13 Hardened Masonry Bit
- 1 35' Residential Rotary Brush kit
- 1 4" dia.Propeller Brush
- 1 Nest Claw
- 1 Retrieval Tool/Nest Remover
- 1 Long Handle Lint Brush
- 1 Adjustable Lint Brush Set
- 1 Bullet Whip
- 1 "Y" Adapter
- 1 Mini Thermo-Anemometer
- 1 Manometer
- 1 Whirlpool Dryer Tester
- 1 Rovac Hepa Vacuum
- 1 Uni-Bit
- 1 Standard Appliance Mover w/ 2751 Blower

Uniforms

- | Qty. | Description |
|------|-------------|
| 10 | Shoe covers |
| 1 | Jacket |
| 4 | Sweatshirts |
| 6 | Uniforms |
| 5 | Hats |

Marketing Materials

- | Qty. | Description |
|------|-------------------------|
| 1 | Travel Mugs |
| 36 | Coffee Cups |
| 30 | Bic Pens |
| 2 | Service Towels |
| 50 | Basic Use Magnets |
| 50 | Service Magnets |
| 10 | Click It Pockets Lights |

Office Supplies

- | Qty. | Description |
|------|----------------|
| 1 | Accounting Box |

EXHIBIT B

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

EXHIBIT B

LIST OF STATE AGENCIES / AGENTS FOR SERVICE OF PROCESS

<p><u>CALIFORNIA</u></p> <p>Corporations Commissioner Department of Corporations 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 736-2741</p>	<p><u>HAWAII</u></p> <p>Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>
<p><u>ILLINOIS</u></p> <p>Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p><u>INDIANA</u></p> <p>Indiana Secretary of State Securities Division, Room E 111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681</p>
<p><u>MARYLAND</u></p> <p>Agent to Receive Process: Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p> <p>State Regulatory Agency: Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020</p>	<p><u>MICHIGAN</u></p> <p>Franchise Administrator Consumer Protection Division Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 373-7117</p>
<p><u>MINNESOTA</u></p> <p>Commissioner Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-4026</p>	<p><u>NEW YORK</u></p> <p>New York State Department of Law 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8211</p>

<p><u>NORTH DAKOTA</u></p> <p>Securities Department 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-2910</p>	<p><u>OREGON</u></p> <p>Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (501) 378-4387</p>
<p><u>RHODE ISLAND</u></p> <p>Superintendent of Securities Division of Securities 233 Richmond Street, Suite 232 Providence, Rhode island 02903 (401) 277-3048</p>	<p><u>SOUTH DAKOTA</u></p> <p>Franchise Administrator Division of Securities 445 East Capitol Avenue Pierre, South Dakota 57501 (605) 773-4823</p>
<p><u>VIRGINIA</u></p> <p>Registered agent: Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9051</p> <p>State Administrator: State Corporation Commission Division of Securities and Retail Franchising 1300 East Main St., 9th Floor Richmond, VA 23219</p>	<p><u>WASHINGTON</u></p> <p>Department of Financial Institutions General Administration Building Securities Division - 3rd Floor West 210 11th Street, S.W. Olympia, Washington 98504 (360) 902-8760</p>
<p><u>WISCONSIN</u></p> <p>Department of Financial Institutions Division of Securities 4th Floor 345 W. Washington Avenue Madison, Wisconsin 53703 (608) 266-1064</p>	

EXHIBIT C

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

FRANCHISE AGREEMENT

COMPLIANCE CERTIFICATION

As you know, you and we are entering into a Franchise Agreement for the operation of a Dryer Vent Wizard franchise. The purpose of this Acknowledgement Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your Franchise Business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgements and Representations*

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) at least 14 days before you signed a binding agreement with, or paid any consideration to, us or our affiliates in connection with the proposed franchise sale? Check one: Yes No. If no, please comment: _____

2. Were the terms and conditions of the Franchise Agreement presented to you for signing materially different from the Franchise Agreement contained in the Franchise Disclosure Document delivered to you: Check one: Yes No. If yes, please comment:

3. Did you receive a copy of the Franchise Agreement in the form presented to you for signing at least seven calendar days before signing the Franchise Agreement? Check one: Yes No. If no, please comment: _____

4. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Franchise Disclosure Document? Check one: Yes No. If yes, please state in detail the oral, written or visual claim or representation: _____

5. Except as may be stated in Item 19 of the Dryer Vent Wizard International LLC Franchise Disclosure Document, did any employee or other person speaking on behalf of Dryer Vent Wizard International LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Dryer Vent Wizard business, or the likelihood of success at your Franchise Business? Check one: Yes No. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Except as may be stated in Item 19 of the Dryer Vent Wizard International LLC Franchise Disclosure Document, did any employee or other person speaking on behalf of Dryer Vent Wizard International LLC make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document. Check one: Yes No. If yes, please comment: _____

7. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Franchise Business and that any prior oral or written statements not set out in the Franchise Agreement will not be binding? Check one: Yes No. If no, please comment: _____

8. Do you understand that the success or failure of your Franchise Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for services under the Dryer Vent Wizard trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Check one: Yes No. If no, please comment: _____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST SIGN THIS ACKNOWLEDGEMENT.

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT**

DATA SHEET

Franchisee:

Address:

City, State & Zip:

Main Telephone:

Alternate Telephone:

Email Address:

Initial Franchise Fee:

Additional Fee:

Total Fees:

Territory Description: Will consist of the following zip codes in the state of _____ :

The terms of this Data Sheet are incorporated into the attached Franchise Agreement.

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT
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EXHIBITS

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- III. Confidentiality and Non-Competition Agreement
- IV. Spousal Consent
- V. Assignment and Assumption Agreement
- VI. Interest Bearing Promissory Note
 - 1. Security Agreement

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT**

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 20____, by and between **DRYER VENT WIZARD INTERNATIONAL LLC**, a Michigan limited liability company located at 37735 Enterprise Ct., Ste. 100, Farmington Hills, MI 48331 ("we" or "us") and the franchisee identified on the Data Sheet ("you").

BACKGROUND

A. We, as a result of the expenditure of time, skill, effort and resources, have developed unique and distinctive methods for establishing, operating and promoting businesses which offer dryer vent installation products and services to enhance the performance and safety of clothes dryers within a specific geographic area (the "System") primarily to residential and commercial customers.

B. The distinguishing characteristics of the System include, without limitation, its unique format, style, merchandising and service and product preparation methods and techniques, signs, layout plans, advertising, marketing, inventory and bookkeeping system, and schedule of business policies and practices, all of which we may change, improve, and further develop from time to time;

C. We identify the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the marks "Dryer Vent Wizard", distinctive trade dress and such other trade names, trademarks, and service marks as we now designate or may subsequently designate in writing for use in connection with the System (the "Marks");

D. We continue to develop, use, and control the use of the Marks in order to identify for the public the source of services and products marketed under the Marks and System, and to represent the System's high standards of quality, appearance and service;

E. We have created and developed, and reserve the right to create and develop, private label products to be offered to the public under the Marks as we may designate ("Proprietary Products");

F. You desire a license to operate a Dryer Vent Wizard business using our System and Marks (the "Franchised Business" or "Business") and wish to obtain a franchise from us for that purpose, and to receive the training and other assistance we provide in connection with the operation of such franchise;

G. You understand that it is necessary to operate the Business in conformity with this Agreement and with our standards and specifications; and you have read this Agreement and our offering circular; and you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality, cleanliness, appearance and service.

NOW, THEREFORE, in consideration of the mutual promises, commitments and understandings contained in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. GRANT OF FRANCHISE

1.1. Grant and Acceptance.

We hereby grant to you, and you hereby accept, a license to use the Marks and System in connection with the establishment and operation of a Business, at the location and in the Territory or Territories described in Section 3 of this Agreement. We have the right to supplement, improve or otherwise modify the System from time to time in our discretion, and you agree to comply with all changes which may include, without limitation, the offer and sale of new or different products or services as we may specify.

1.2. Authorized Services.

Subject to the limitations described in this agreement, you are hereby authorized to offer and sell dryer vent installation and cleaning products and services, as well as other products and services we prescribe, and only those products that we prescribe to residential customers (“Residential Customers”) and commercial customers (the “Commercial Customers”) (collectively, “Customers”), including apartment complexes, condo buildings and other multi-family buildings, within your Territory. A Commercial Customer is defined as a multi-family building or a business, municipality, or school system that utilizes clothes dryers.

1.3. Scope of Franchise Operations.

You agree at all times to faithfully, honestly and diligently perform your obligations under this Agreement, and to continuously exert best efforts to promote the Business. You may only offer and sell Dryer Vent installation and cleaning services in the operation of your Business

2. TERM AND RENEWAL

2.1. Term.

The initial term of the Franchise is for a period 10 years, beginning on the date we counter-sign this Agreement.

2.2. Renewal.

You have the right to renew this Agreement for two (2) successive, additional 10-year periods, provided you have met the following conditions at each renewal:

2.2.1. You have notified us of your intention to renew this Agreement in writing at least 6 months, but not more than 12 months before the expiration of the current term;

2.2.2. You have demonstrated to our satisfaction that you have the right to operate the Business at the Business Location (as defined below) for the duration of the renewal term; or, if you are unable to operate the Business at the Business Location, you have secured a substitute location;

2.2.3. You have completed, to our satisfaction, no later than 90 days before the expiration of the then-current term, all upgrades to the Business and your operations and equipment,

including, if necessary, the purchase or lease of a new vehicle and/or a new customized van workstation, at your sole expense (the necessity of which will be in our sole discretion) to conform with our then-current System standards and specifications;

2.2.4. You are not in breach of any provision of this Agreement, or any other agreement between you and us, our affiliates or System Suppliers (as defined in Section 7.2.4), and you have substantially complied with all such agreements during their respective terms. For purposes of this Section 2.2.4., “substantial compliance” shall mean that you have not received any written notification from us of a breach under this Agreement more than twice during the term of this Agreement;

2.2.5. You have satisfied all monetary obligations you owe us, our affiliates and System Suppliers;

2.2.6. You execute our then-current form of franchise agreement, the terms of which may vary materially from the terms of this Agreement and may include, without limitation, increased royalty fees and advertising obligations; provided, however, that you will not be required to pay any initial franchise fee that may be imposed under our then-current franchise agreement;

2.2.7. You pay us a renewal fee in the amount of \$3,000 for each Franchise granted to you under this Agreement, which is due and payable upon signing our then current Franchise Agreement and will be nonrefundable under all circumstances once paid;

2.2.8. You satisfy our then-current training requirements for renewing franchisees as of the date of such renewal, if any, at your expense; and

2.2.9. You sign a general release, in the form we prescribe, releasing any and all claims against us, our affiliates and our respective officers, directors, employees and agents arising out of or relating to this Agreement. The release shall not be inconsistent with any applicable state statute regulating franchises.

3. BUSINESS LOCATION AND TERRITORY

3.1. Business Location.

You must maintain an office at the business location identified on the Data Sheet (the “Franchise”). You must notify us of any change in your Business Location.

3.2. Territory.

3.2.1. Except as otherwise provided in this Agreement, for so long as you are in compliance with this Agreement, we will not establish, or license another person or entity to establish, a Business using the Marks and System within the Franchise identified in on the Data Sheet (“Franchise Description”) and you will have the exclusive right to offer dryer vent installation products and services within the Franchise.

3.2.2. You will refer all customer orders located within a Franchise of another Dryer Vent Wizard franchisee, or company or affiliate-owned Business to such other franchisee or to us or our affiliate, as may be applicable.

3.2.3. With our prior written approval, you may provide dryer vent installation and cleaning products and services, or other products and services authorized by us, to Customers with addresses outside your Territory at locations where no other Dryer Vent Wizard franchisee or company-owned or affiliate-owned Business has been granted or obtained the right to operate a Business. We reserve the right, however, to revoke our written approval at any time, if you are not in compliance with this Agreement or if we grant another franchisee or licensee the right to provide dryer vent installation and cleaning products and services at such approved locations outside your Franchise.

3.3. No Relocation.

The rights that are granted to you under this Agreement are for the specific Territory and Franchise and cannot be transferred to an alternative Territory or Franchise, or any other location, without our prior written approval. The Marks and System are licensed to you for the operation of 1 Business only within the Franchise.

3.4. National Accounts.

We have the exclusive right to negotiate and enter into agreements or approve forms of agreements or to provide dryer vent installation products and services to “National Accounts.” For purposes of this Agreement “National Accounts” shall mean any Customer: (1) that conducts its business for its own account or through agents, affiliates, independent contractors or franchisees in 2 or more states in the United States; (2) a regional or national chain with 8 or more locations which client or chain has contracted with us to obtain Dryer Vent Cleaning, Replacement and Repair Services for 3 or more of its locations from us, our affiliates and/or Dryer Vent Wizard franchisees; or (3) which owns, manages, controls or otherwise has responsibility for businesses in more than one location and whose presence is not confined within any one particular franchisee’s Franchise. After we sign a contract with a National Account, we will provide you the option to perform the services under the National Account contract. If you desire to provide such contracted for services and related products at such location for the National Account, you agree that you will respond to us within 15 days after you receive written notice of such offer and that you will comply with the terms and conditions negotiated by us. If you choose not to provide the contracted for services to the National Account, we may provide the services directly or through another franchisee or third party, even if the job is in your Franchise, without compensation to you. If you choose to provide the contracted for services to the National Account on the terms and conditions negotiated by us, we will pay you a service fee for your services in an amount equal to the balance of the price specified in the contract, after the deduction of the Royalty Fee due to us, and any charges we incur in connection with the contract, within 30 days after we receive payment from the National Account. You acknowledge that no payments shall be made unless and until the National Account has accepted the services and has paid the National Account contract fee. If a National Account involves the sale of dryer vent installation products only, without accompanying services, we will pay you 15% of the revenues we actually receive, excluding shipping and taxes, from dryer vent installation products shipped to zip codes within your Franchise.

3.5. Franchisee Distribution Programs.

We reserve the right to develop franchisee distribution programs (“Distribution Programs”), which may provide you with the opportunity to purchase and re-sell Dryer Vent Wizard equipment and products, including Dryer Vent Wizard workstations, to qualified Customers located outside your Franchise in accordance with the terms of the Distribution Program, as determined by us in our sole discretion.

3.6. Our Reservation of Rights.

You expressly acknowledge that the franchise granted under this Agreement is nonexclusive and that the territorial protection afforded to you under this Agreement relates solely to the operation of a Business using our Marks and System. We retain all other rights. Specifically, but not exclusively and without limiting the foregoing, we have the right to: (1) use, and to license others to use, the Marks and System for the operation of Businesses at any location outside your Franchise; (2) to acquire, be acquired by, merge or affiliate with or engage in any transaction with other businesses (whether or not these businesses are competitive), including competing franchise systems, with units operating in your Franchise, which units may continue to operate in your Franchise under a different trademark; and (3) to contract with and provide services and products to National Accounts at any location, whether or not located within your Franchise, subject to the rights granted to you as described in **Section 3.2** above; and (4) to distribute, or license others to distribute products, whether now existing or developed in the future, identified by the Proprietary Marks or other marks we own or licenses through any alternative distribution channels we or its affiliates may periodically establish or license, retail or wholesale, including, but not limited to the Internet, home improvement stores, and catalog sales within your Franchise. The Franchise Agreement grants you no rights: (i) to distribute services as described in this paragraph; or (ii) to share in any of the proceeds from our activities through alternative channels of distribution.

4. FEES.

4.1. Initial Fees.

4.1.1. Initial Franchise Fee. In consideration of the franchise granted under this Agreement, you agree to pay to us a total initial franchise fee of \$49,000 payable when you sign this Agreement. The initial franchise fee is deemed fully earned and nonrefundable upon payment in consideration of administrative and other expenses we incur in granting this franchise and for our lost or deferred opportunity to franchise others.

4.1.2 Financing/Promissory Note. In the event that the franchisor offers financing to the franchisee, the franchisee agrees to execute the standard Promissory Note attached in Exhibit VI to the Franchise Agreement as well as the Security Agreement which is Exhibit 1 of the Promissory Note.

4.1.3 Reduction in Initial Franchise Fee. The initial franchise fee will be reduced by \$7,000 if paid in full or financed through means other than Dryer Vent Wizard's in house financing, as stated in Item 10, and a reduction of \$3,000 on the initial fee if you sign the Franchise Agreement within 7 days of your approval by Dryer Vent Wizard to become a franchisee.

4.2. Royalty Fees. You agree to pay us a monthly royalty ("Royalty"). During the first twelve (12) months of this Agreement the fee shall be equal to 10% of the total amount of your Gross Sales (as defined in Section 4.2.1 below) generated from the operation of the Business each month. Beginning in month thirteen (13) of this Agreement, the monthly Royalty Fee shall be the greater of 10% of the total amount of your Gross Sales or \$600.

4.2.1. Gross Sales. For purposes of this Agreement, “Gross Sales” shall mean all revenues derived from all sales of services and/or products of every kind or nature sold from, at or in connection with the operation of the Business or otherwise arising out of the operation of the Business, including sales made at or away from the Business, whether for cash or credit, less returns for which refunds are made, provided that the refund shall not exceed the sales price. “Gross Sales” does not include the amount of any tax imposed by any federal, state, municipal or other governmental authority; you agree to pay such amounts as and when due.

4.2.2. Manner of Payments. You shall participate in our electronic funds transfer (“EFT”) program under which we automatically deduct all monthly royalty payments for the immediately preceding month and other payments owed to us under this Agreement on the 10th day of each month, or such other day designated by us (the “Due Date”) from your bank account. Before the Commencement Date, you must sign and return to us and your bank, all documents necessary to effectuate this program. You must immediately notify us of any change in your banking relationship, including changes in account numbers. We reserve the right to require you to submit all payments due to us under this Agreement in the form and manner we prescribe. No later than the Due Date of each month, you must report to us by electronic means or in written form, as may be reasonably directed by us, in a manner more fully described in Section 6 below, with such information and standard transmittal procedures regarding your Gross Sales and other information as we reasonably request. We reserve the right, with 60 days prior written notice, to require Royalty payments be made on a semimonthly or weekly basis, in our sole discretion. We have the right to reasonably verify such Royalty payments from time to time, as we deem necessary.

4.3. Interest and Late Charges.

If you fail to pay any Royalties, Customer Wizard Fund payments or other amounts due to us as and when due, you will owe, in addition to such Royalties and other amounts, a penalty of \$50 per month plus interest after the due date equal to 18% per annum of the late payment until such amount is paid in full; provided, however, in no event will you be required to pay interest at a rate greater than the maximum interest rate permitted by applicable law. You acknowledge we have the right to require timely payment and any previous forbearance shall not obligate us to offer any further forbearance. Such late charges shall be assessed monthly for each Royalty and other amounts due and we will have the right to immediately debit such amounts from your bank account.

4.4. Application of Payments.

Notwithstanding any designation by you, we shall have sole discretion to apply any of your payments to any of your past due indebtedness to us or our affiliates. You acknowledge that we have the right to set off any amounts we may owe to you against any amounts you may owe to us.

4.5 Initial Equipment Purchases.

You agree to purchase from us or our approved supplier’s initial equipment necessary to operate your franchise. The range of cost will be not less than \$6300 but not more than \$8300. The equipment you will receive shall include **a toolbox containing all your necessary tools, which will include required van supplies, uniforms, marketing materials, and an accounting box.**

5. ADVERTISING

5.1 Generally.

You must participate in all advertising programs as we require in writing or contained in the Operations Manual. You may place or display at the Business (interior, exterior and on vehicles) only the signs, emblems, lettering, logos and displays and advertising materials as we approve in writing from time to time. You must submit to us, at least 21 business days prior to your use, samples of all sales promotional and advertising materials you desire to use for approval. Our failure to approve or disapprove the materials within 21 business days of receipt will be deemed a disapproval. You may not use any advertising or promotional materials for which we have not given our prior written approval. You may not advertise the Business or any products or services offered by the Business via the Internet without our prior written consent, which may be given or withheld in our sole discretion. After your first three months as a franchisee, you are required to spend the lesser of 0% of your Gross Sales or \$600 per month on marketing in your Territory. This requirement is in addition to your National Fund obligations.

5.2 Advertising Fund.

We have established a national advertising fund (“National Fund”). You agree that we, in our sole discretion, shall have the right to establish, administer and control the Fund for the development, production and distribution of national advertising, and in the creation of advertising materials and public relations which, in Franchisor’s sole judgment, promote the products and services offered by System franchisees. During the initial twelve (12) months of this Agreement, you are required to contribute to the National Fund a range of 2% to 4 % of your monthly Gross Sales (as defined in Section 4.2.1 of this Agreement) in accordance with Section 4.2.2 of this Agreement. Beginning in the thirteenth (13) month and thereafter, you are required to contribute to the National Fund each month the greater of \$120 or the range of contributions of Gross Sales (i.e. 2% - 4%) applicable to all franchisees. There is no requirement that the National Fund be audited. We are not obligated to contribute to the Fund, but may do so at our own discretion. Contributions to the Fund shall not be used to defray any of our general operating expenses, except for such reasonable administrative and overhead costs that we may incur related to the administration and direction of the Fund.

5.2.1. You acknowledge and agree that we have the discretion to determine expenditures of funds collected in respect to advertising programs and as to the selection of the advertising materials and programs, for which the expenditures are made, provided, however, that we shall make a good faith effort to expend such funds in the general best interests of System franchisees. Nevertheless, you acknowledge and agree that not all System franchisees will benefit directly or on a pro rata basis from such expenditures. Upon your request, we will provide an unaudited accounting of the expenditures of the Fund.

5.3. Customer Wizard Fund.

We require all System franchisees to contribute to our Customer Wizard Fund (the “Customer Wizard Fund”). Customer Wizard Fund contributions are used to pay expenses incurred on behalf of our centralized call center (the “Customer Wizard Call Center”), which processes requests for services, schedules estimates, refers services requests to System Franchisees and otherwise handles customer inquiries. The Customer Wizard Fund contributions may be used and expended for costs associated with the creation, staffing, purchase of equipment and other operational and development costs of the Customer Wizard Call Center. During the initial twelve (12) months

of this Agreement, you agree to pay 5% of your monthly Gross Sales into the Customer Wizard Fund in accordance with Section 4.2.2 of this Agreement. Beginning in month thirteen (13) of this Agreement, the monthly Customer Wizard Fee shall be the greater of 5% of the total amount of your Gross Sales or \$300.

5.4 Marketing and Advertising Start-Up Package.

You must purchase from our Approved Supplier an opening Marketing Package in the amount of \$1,366 consisting of printed branded items including business cards, invoices, and marketing materials. In addition you must spend approximately \$3000 in local marketing during your first 3 months in operation.

5.5 Business-to-Business Mailings.

Business-to-business mailings are an essential component of the Dryer Vent Wizard marketing campaign and a generator of referrals. We are committed to mailing, at certain intervals each year, newsletters, postcards, gifts and other promotional items ("Mailing Pieces") to your business contacts. Your business contacts include, but are not limited to, retail centers ("RCs"), duct cleaners, handymen, and property managers. We will provide you up to 75 complimentary Mailing Pieces to your designated contacts each time we do a mailing within your designated territory. Thereafter, any additional Mailing Pieces will be charged to you at the actual cost of each additional piece. In addition, you will be charged the cost for any Mailing Pieces that are returned to our office due to incorrect address information.

6. MONTHLY REPORTING OBLIGATIONS.

6.1. Monthly Gross Sales Reports.

You must purchase, install and operate the latest version of QuickBooks Pro software on your computer and use it to prepare financial reports sent to us. You will provide us with electronic access to the data in your computer at all times. You shall supply us with monthly gross sales reports signed by you and in the form and manner we specify, including electronically, which contains the sales information pertaining to the preceding month including, without limitation, a summary of all monies received during the relevant period, as well as customer counts and average sales, and such other additional information which we deem necessary to properly evaluate your progress on or before the close of business on Friday at the end of each month.

6.2. Right to Audit.

We have the right to audit your weekly gross sales and all other reports you are required to submit to us under this Agreement. We also have the right to audit your Business prior to any transfer or change of ownership of your Business (see Section 19.3.1). If any audit reveals that you have understated your royalty payments by more than 1%, or if you have failed to submit timely reports and/or remittances for any 2 reporting periods within any 12-month period, you must pay the reasonable cost of such audit and/or inspection, including the cost of outside auditors and attorneys (to the extent we incur such costs), together with amounts due for royalty and other fees as a result of such underreporting and/or failure to submit reports, along with all late fees and interest. Such payment will be made as stated in Section 4.4 of this Agreement.

7. YOUR OBLIGATIONS

7.1. Commencement of Operations.

You must commence operations of your Business on the day you complete the initial training program described in Section 8 of this Agreement to our satisfaction (the “Commencement Date”). You shall operate the Business without interruption following the Commencement Date.

7.2. Quality Control and Purchasing Requirements.

7.2.1. Compliance with Standards and Specifications. You acknowledge and agree that your obligations stated in this Agreement and the Operations Manual are reasonable and necessary for the operation of the Business and to maintain uniformity throughout the System. You must adhere to the standards and specifications stated in this Agreement and the Operations Manual and, as revised or amended from time to time. You shall use a van(s), equipment, customized van workstations, signage, supplies, tools, inventory and related operating procedures that comply with our then-current standards and specifications, which we establish from time to time. We have the right to change our standards and specifications in our sole discretion. You acknowledge that you may incur an increased cost to comply with such changes at your expense.

7.2.2. Designated and Approved Suppliers. Recognizing that preservation of the System depends upon service and product uniformity and the maintenance of our trade dress, you agree to purchase certain signs, furnishings, supplies, fixtures, equipment, services, products and inventory from us or from approved or designated third party suppliers as we may specify, from time to time, in the Operations Manual and otherwise in writing. You acknowledge that we and/or our affiliate(s) may be the only approved supplier of some item(s). You also acknowledge and agree that we and/or our affiliates may have the right to realize a profit on any items that we or our affiliate(s) supply to you.

7.2.3. Supplier Approval. If you wish to purchase any approved item from a supplier whom we have not approved, you must provide us the name, address and telephone number of the proposed supplier, a description of the item(s) you wish to purchase, and the purchase price, if known. At our request, you must provide us a sample of the supplier’s product for testing purposes. If we incur any costs in connection with evaluating a supplier at your request, you must reimburse us our reasonable testing costs regardless of whether the supplier is subsequently approved. We have the right to revoke our approval of particular suppliers when we determine, in our sole discretion, that such suppliers no longer meet our standards. You must cease purchasing from these suppliers immediately upon receiving notice of revocation of approval. If you do not receive an approval from us within 10 business days after we receive your request, your request will be deemed denied.

7.2.4. System Suppliers. We may establish business relationships, from time to time, with suppliers who may produce, among other things, certain furnishings, supplies, fixtures, equipment, products and inventory according to our proprietary standards and specifications or private label goods that we have authorized and prescribed for sale by System franchisees (“System Suppliers”). You recognize that System Suppliers are essential to the operation of the Franchised Business and to the System generally. You further recognize that your failure to pay System Suppliers may interfere with such suppliers’ willingness to supply the System, which may result in other System franchisees’ inability to obtain product or ability to obtain product only on less favorable price or credit terms. Accordingly, you agree to pay System Suppliers as and when due.

7.2.5. Inventory. You must, at all times, maintain sufficient levels of products and inventory to adequately satisfy consumer demand. You must offer and sell all private label products that we designate for sale by System franchisees.

7.2.6. Consumables Supply. You shall maintain a sufficient supply of consumables to meet Customer demand for dryer vent installation and cleaning services. Nothing in this Agreement shall be construed by you as a promise or guarantee as of the continued availability of any consumable. We and/or our affiliates have no obligation to sell you consumables if you are in arrears on any payment to us and/or our affiliates or otherwise in default under this Agreement. The consumables purchased by you shall be subject only to manufacturers' warranties. WE AND OUR AFFILIATES MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE CONSUMABLES YOU PURCHASE. You recognize that we and our affiliates shall have the right, at any time and without notice, to add or withdraw items from the list of approved consumables; to add to or delete from the list of approved suppliers; to change the formulation of any consumable; and to change the prices, discounts or terms of sale of any consumable; provided, however, no such changes in prices, discounts or terms shall affect accepted orders pending with us and our affiliates at the time of change. No such changes will give you the right to recover damages against, or be reimbursed by, us and our affiliates for any losses you suffer.

7.2.7. Inspections. We will have the right to examine the Business and all items used in connection with the Business, including all vehicles, equipment, supplies, inventory, products and materials to ensure compliance with all standards and specifications set by us. We will conduct such inspections during regular business hours and you may be present at such inspections. We, however, reserve the right to conduct the inspections without prior written notice to you.

7.2.8. Computer Hardware and Software. You must purchase, or otherwise obtain for use at the Business Location, equipment of a type and in an amount that complies with our minimum standards and specifications, including our computer hardware and software meeting our then current minimum standards and specifications with a high speed modem permitting our electronic access to your computer data, and a cellular telephone with a separate telephone number dedicated to the Business. You agree that we own the rights to all telephone numbers associated with the Business. You must also maintain an email account during the term of this Agreement.

7.2.9. Van Purchasing Requirements. You are required to purchase, maintain and operate, at a minimum, one van. The van must be purchased from our designated vendor.

7.3. Permits and Licenses.

You agree to obtain and maintain all appropriate permits, business licenses and certifications, including but not limited to, valid driver's licenses for all drivers and current vehicle registrations for the van(s) used in the Business, as may be required for the lawful operation of the Business.

7.4. Operations.

You acknowledge that you are solely responsible for the successful operation of your Business and that the continued successful operation of your Business is, in part, dependent upon your compliance with this Agreement and the Operations Manual. In addition, at all times during the Term of this Agreement (or any renewal term), you agree to:

7.4.1. maintain consistently prompt, courteous, efficient and high quality Business operations and will operate the Business in accordance with the Operations Manual and in such a manner as not to detract from, or adversely reflect upon, our name and reputation and the goodwill associated with the “Dryer Vent Wizard” name and Marks;

7.4.2. conduct and operate your Business in compliance with all applicable local, state and federal laws and regulations, including any environmental laws that may apply, licensing requirements, regulations and other ordinances;

7.4.3. promptly pay when due all obligations owed to taxing authorities incurred in the operation of the Business, including without limitation, unemployment and sales taxes, and any and all accounts or other indebtedness of every kind you incur in the operation of the Business. In the event of a bona fide dispute as to the amount or liability for any such obligation, you may contest the validity or the amount of the tax or indebtedness in accordance with applicable procedures; however, in no event will you permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor to occur against the Business or its assets;

7.4.4. comply with all agreements with third parties related to the Business including, in particular, all provisions of any van lease, customer contract and National Account contract for dryer vent installation services and pay when due all obligations owed to us, our affiliates or third party suppliers;

7.4.5. operate your Business during the business hours as we may designate from time to time;

7.4.6. properly manage the Business, present a professional appearance as described in the Operations Manual, and render competent and courteous service to Customers of the Business; and

7.4.7. be exclusively responsible for the conduct and control of your employees and employment practices including hiring, firing, training, ensuring compliance with operational standards and compensation of your employees. You shall not solicit, employ, divert or attempt to employ any of our employees, or the employees of our affiliates and other Dryer Vent Wizard franchisees. Nothing in this Agreement shall be deemed to make your employees, representatives or agents: (i) subject to our control; or (ii) our employees.

7.5. Prohibition Against Re-Distribution.

You shall not in any manner reship, transship, distribute or sell any customized van workstations, Dryer Vent Wizard products or other items purchased from or through us, our affiliates or suppliers to anyone, including but not limited to, other Dryer Vent Wizard franchisees or licensees without our prior written consent. You shall sell items purchased from or through us and our affiliates only as authorized under this Agreement.

7.6. Dryer Vent Wizard Certified Warranty Program.

You must offer to Customers in your Territory our “Dryer Vent Wizard Certified Warranty Program” which includes a Dryer Vent Wizard certified exclusive two-year warranty (the “Warranty”) in accordance with our standards and specifications, which we may change from time to time. You must comply at all times with our policies concerning the Dryer Vent Wizard Certified Warranty Program and you must honor each warranty presented to you by a Customer in accordance

with its terms. You are not permitted to make any other warranty or guarantee other than those contained in the printed forms of warranty issued or approved by us. Each warranty is made by you to the Customer. There are no warranties, express or implied made by us to the Customer or to you in connection with any product or service furnished by us under this Agreement, including, without limitation, the **IMPLIED WARRANTY OF MERCHANTABILITY**.

8. TRAINING

8.1. Initial Training Program.

You or, if you are a corporation, partnership, limited liability company or other legal entity (“Legal Entity”), then the person designated by you to assume primary responsibility for the management of the Business, (“Manager”) are required to attend and successfully complete our initial training program at our training facility (“Training Facility”) at our headquarters in Farmington Hills, Michigan and at our field training location in Charlotte, North Carolina or such other place as we designate. Up to 2 individuals are eligible to participate in our initial training program. If you choose to bring an additional person to the training program as authorized under this Section, the training fee for such person shall be reduced to \$425. You are also responsible for any and all travel, meals, lodging and salary expenses incurred in connection with attendance at the training program. You and/or your Manager must successfully complete the initial training program to our satisfaction before you begin operating your Business. The initial training program will be offered only once to you, even if you purchase multiple territories under this Agreement.

8.2. Length of Training.

The initial training program will consist of up to 35 hours of classroom training at our headquarters in Farmington Hills, Michigan and no less than 30 hours of on-the-job training at our Field Training Facility in Charlotte, North Carolina.

8.3. Additional Training.

If you request, we will provide follow-up operational assistance for up to 30 hours during the first 30 days after the Business commences operations (the “Commencement Date”), by either: (i) sending you, at your expense, to the territory of an experienced Dryer Vent Wizard franchisee; (ii) allowing you to remain at our designated training facility following completion of the initial training program; or (iii) sending 1 of our representatives to your Territory. We shall have the option, in our sole discretion, to choose 1 of these 3 methods and locations for your follow-up operational assistance. If we select options (i) or (ii), you shall pay for all travel, meals, lodging and salary expenses incurred by your personnel. If we select option (iii), you shall pay for all travel, meals, lodging and salary expenses incurred by our representative(s). This follow-up assistance shall be offered only once to you, regardless of how many Territories you are granted under the terms of your Franchise Agreement.

9. OUR OBLIGATIONS

9.1. Pre-Opening Assistance.

We or our affiliate(s) will provide you with the following assistance in the initial establishment of your first Business:

9.1.1. We will designate your Territory or Territories for offering dryer vent installation products and services to Residential and Commercial Customers.

9.1.2. We will provide you with the initial training program as described in Section 8 above;

9.1.3. Provide you with advice regarding the selection of suppliers of items and materials used in connection with your Business. We will provide you with a list of approved suppliers, if any, of such items and, if available, a description of any national or central purchase and supply agreements offered by such approved suppliers for the benefit of DRYER VENT WIZARD franchisees.

9.1.4. Loan you one copy of the Operations Manual, covering the operating techniques of the Business and all updates and revisions.

9.2. On-Going Assistance.

We or our affiliate(s) will, during the Term of this Agreement, make the following services available to you:

9.2.1. Offer you the right to participate in National Accounts as stated in Section 3.4 of this Agreement;

9.2.2. At your reasonable request, consult with you by telephone, email or facsimile regarding the continued operation and management of your DRYER VENT WIZARD Business and advise you regarding services, sales techniques, product supply, customer relations and similar topics;

9.2.3. Provide you with on-going updates of information and programs regarding your Business and the System, including, without limitation, information about special or new products or services which may be developed and made available to franchisees;

9.2.4. Provide classroom training for replacement or additional managers during the term of the Franchise Agreement. We reserve the right to charge a tuition or fee for the replacement training at our then current published prices. All tuition charges will be payable in advance. You are responsible for all travel and lodging expenses incurred by your personnel during the training program. The availability of the training program to replacement or additional personnel is subject to prior commitments to new DRYER VENT WIZARD franchisees and must be scheduled on a space-available basis

9.2.5. Make our employees or designated agents available to you for advice and assistance in your Territory in connection with the on-going operation of the Business. In the event that you request additional assistance and we agree to provide the same, we reserve the right to charge you for all travel, lodging, meals, telephone charges and other identifiable expenses associated with such assistance, plus a fee based on the time spent by each employee on your behalf, which fee will be charged in accordance with our then current hourly rates for assistance;

9.2.6. Operate the Customer Wizard Call Center;

9.2.7. We may, in our discretion, hold an Annual Conference at a location to be selected by us. We shall determine the topics and agenda for the conference to serve the purpose

among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding System operations and programs, and recognizing franchisees for their achievements. We may require you to attend the Annual Conference and to pay our then-current registration fee. All expenses, including you and your employee's transportation to and from the Annual Conference, and lodging, meals and salaries during the Annual Conference, are your sole responsibility. We may use contributions from the National Fund for purposes related to the Annual Conference, including costs related to productions, programs and materials. It is recommended that you attend every conference; however, it is mandatory that you attend a conference every two years.

10. OPERATIONS MANUAL.

We will loan you one copy of our proprietary and confidential operations and training manual, technical bulletins or other written materials (collectively referred to as "Operations Manual") covering the proper operating techniques of the Business. You must operate the Business in strict compliance with the Operations Manual, as it may be reasonably changed by us from time to time. The provisions of the Operations Manual constitute provisions of this Agreement as if fully stated in this document. Within 30 days of receiving any updated information, you will update your copy of the Operations Manual and will conform its operations with the updated provisions within a reasonable time thereafter. Only one copy of the Operations Manual shall be loaned to you regardless of the number of Territories developed by you under the terms of this Agreement or any other franchise agreements. The Operations Manual shall remain confidential and our exclusive property. You must not disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. You must ensure that your copy of the Operations Manual is current and up to date. If there is a dispute relating to the contents of the Operations Manual, the master copy, which we maintain at our corporate headquarters, will control.

11. MARKS, TRADE NAMES AND PROPRIETARY INTERESTS

11.1. Ownership.

You hereby acknowledge that we retain all rights relating to the Marks and that nothing in this Agreement assigns or grants you any right (except for a license to use them in accordance with this Agreement), title or interest in or to the Marks. You may not challenge our title or rights in or to the Marks, or perform any act injurious to the goodwill associated with the Marks or to our affiliates' interest in that. You expressly agree that any and all goodwill associated with the Marks, including any goodwill which may be deemed to have arisen through your activities, inures directly and exclusively to our benefit. You must execute from time to time all necessary papers, documents, and assurances to effectuate the intent of this paragraph and fully cooperate with our and all other System franchisees in securing all necessary and required consents of any state agency or legal authority to use or register any of the Marks. We and our affiliates shall have the right to use and register the Marks as we deem advisable in our sole discretion including, without limitation, developing and establishing other business systems using the same or similar Marks alone or in conjunction with other marks and granting licenses and/or franchises in connection with such business system without providing you any rights in that.

11.2. Protection.

You agree to promptly notify us in writing of: (i) any possible infringement or suspected unauthorized use of the Marks or confusingly similar Marks by others; (ii) any challenge to the validity of the Marks; or (iii) any challenge to our ownership of, our right to use and to license others

to use, or your right to use, the Marks. You acknowledge that we will have the sole right, but not the obligation, to determine whether any action will be taken on account of any possible infringement or unauthorized use. We have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. We may commence or prosecute such action in our own name and may join you as a party to it if we determine it to be reasonably necessary for the continued protection and quality control of the Marks and System. We shall defend you against any third party claim, suit or demand arising out of your use of the Marks. If we, in our sole discretion, determine that you have used the Marks in accordance with this Agreement, we will bear the reasonable cost of any such defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Marks in accordance with this Agreement, you shall bear the cost of such defense, including the cost of any judgment or settlement and attorneys' fees. If there is any litigation relating to your use of the Marks, you shall execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs in performing such acts. You agree to fully cooperate with us in any such litigation.

11.3. Modification.

You acknowledge that we shall have the exclusive right to add, modify, discontinue and/or substitute any or all of the Marks on behalf of the System, as we deem appropriate in our sole discretion. Within 10 days from receiving our written notification, you must, at your sole cost and expense, discontinue using all Marks which we have modified or discontinued and begin using all additional, modified or substituted Marks, as we specify. Nothing under this Section 11.3 will materially alter your fundamental rights under this Agreement.

11.4. Authorized and Unauthorized Use.

You must use the Marks in conjunction with the symbol "SM" or "R," as applicable, in order to indicate that the Marks are protected under federal law. You may not use any of the Marks in connection with the offer or sale of any unauthorized services or products or in any other manner that we have not explicitly authorized in writing.

11.5. Your Name.

You may not use the Marks or any part thereof in your corporate name. We must approve your corporate name and all fictitious names under which you propose to do business in writing before use. You must use your corporate name either alone or followed by the initials "D/B/A" and the business name "Dryer Vent Wizard." You must immediately register at the office of the county in which your Business is located, or such other public office as provided for by the laws of the state in which your Business is located, as doing business under such assumed business name.

12. CONFIDENTIAL INFORMATION

12.1. Nondisclosure.

Our Operations Manual, trade secrets (including, without limitation, our sales techniques, merchandising and display techniques, advertising formats, accounting systems, operations systems, policies, procedures, systems, compilations of information, records, specifications, manuals and other confidential information) and copyrighted materials, methods and other techniques and know-

how are our exclusive and confidential property which we provide to you in confidence (“Confidential Information”). You agree to use the Confidential Information only for the purposes and in the manner we authorize in writing, which use will inure exclusively to our benefit. You may not directly or indirectly contest our ownership of any Confidential Information or contest our right to register, use or license others to use any of such Confidential Information. You further acknowledge that we have expended a great amount of effort and money in obtaining and developing the Confidential Information, that we have taken numerous precautions to guard the secrecy of the Confidential Information, that it would be very costly for competitors to acquire or duplicate the Confidential Information and that any unauthorized disclosure of such Confidential Information would be wrongful and would cause us irreparable harm. You may divulge such Confidential Information only to such of your employees, as must have access to it in order to operate the Business. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will be deemed Confidential Information for purposes of this Agreement. You and your heirs, successors and assigns (including your partners, officers, directors, shareholders, and their respective heirs, successors and assigns) and your employees and their respective heirs, successors and assigns, may not use nor disclose any Confidential Information in any manner other than as we permit in writing. In addition, you and your employees are required to execute the Confidentiality and Non-Competition Agreement attached to this Agreement as Exhibit III.

12.2. Creative Ownership.

All copyrightable works created by you or any of your owners, officers or employees in connection with the Business shall be our sole property. You assign all proprietary rights, including copyrights, in these works to us without additional consideration. You hereby assign and will execute such additional assignments or documentation to effectuate the assignment of all intellectual property, inventions, copyrights and trade secrets developed in part or in whole in relation to the Business, during the term of this Agreement, as we may deem necessary in order to enable it, at its expense, to apply for, prosecute and obtain copyrights, patents or other proprietary rights in the United States and in foreign countries or in order to transfer to us all right, title, and interest in said property. You shall promptly disclose to us all inventions, discoveries, improvements, creations, patents, copyrights, trademarks and confidential information relating to the Business and the System which you or any of your owners, officers or employees has made or may make solely, jointly or commonly with others and shall promptly create a written record of the same.

12.3. Employees.

At our request, you must require your Manager and any personnel having access to any of our confidential information to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by you. Such covenants shall be in a form satisfactory to us including, without limitation, specific identification of us as a third party beneficiary of such covenants with independent rights to enforce them.

13. FINANCIAL REPORTS

In addition to your weekly reporting requirements under Section 6, you must provide us with: (i) annual financial reports and operating statements in the form we specify, prepared by a certified public accountant or state licensed public accountant, within 90 days after the close of each of your fiscal years; (ii) state and local sales tax returns or reports and federal, state and local income tax returns for each year in which your Business is operated, within 30 days after their timely completion; (iii) an unaudited quarterly profit and loss statement covering your Business by the 5th day of each quarter; (iv) an unaudited profit and loss statement covering the Business for your fiscal

year end, within 90 days after the close of each of your fiscal years; and (v) such other reports as we may from time to time require, in the form and at the time we prescribe. To assist you in recording and keeping accurate and detailed financial records for reports and tax returns, we, at our discretion, may specify the form in which the business records are to be maintained, provide a uniform set of business records for you to use, and specify the type of equipment to be used in connection with the Business.

14. BOOKS AND RECORDS

You must at all times maintain accurate business records, reports, accounts, books and data relating to the operation of your Business. Additionally, you must maintain, for at least 3 fiscal years from their preparation, complete financial records for the operation of the Business in accordance with generally accepted accounting principles. We and our designees have the right to inspect and/or audit your business records at any time during normal business hours, to determine whether you are current with suppliers and are otherwise operating in compliance with the terms of this Agreement and the Operations Manual.

15. INDEPENDENT CONTACTORS.

You are an independent contractor responsible for full control over the internal management and daily operation of your Business, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. You may not act or represent yourself, directly or by implication, as our agent, partner, employee or joint venture partner, and you may not incur any obligation on our behalf or in our name. All stationery, business cards and contractual agreements entered into by you shall contain your corporate or fictitious name and a conspicuously displayed notice in the place we designate, that you operate your Business as an independently owned and operated Dryer Vent Wizard franchise and that you independently own and operate the Business as a System franchisee. At our request, you must prominently display a "Franchises Available" sign in the form we prescribe and in the place that we designate. Nothing in this Agreement authorizes you to make any contract, agreement warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and we shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall we be liable by reason of any of your acts or omissions in the operation of the Business or for any claim or judgment arising therefrom against you or us.

16. INDEMNIFICATION

You must defend, indemnify and hold us harmless from all fines, suits, proceedings, claims, demands, obligations or actions of any kind (including costs and reasonable attorneys' fees) arising in whole or in part from the operation of the Business, including your advertising and business practices, except as otherwise provided in this Agreement.

17. INSURANCE

17.1 Insurance Coverage.

You shall, at all times during the term of this Agreement, maintain in force, at your sole expense:

17.1.1. Property insurance on a replacement cost basis at a minimum limit based on the total value of your assets (including, but not limited to, fire, extended coverage, vandalism and malicious mischief);

17.1.2. Comprehensive general liability insurance with a minimum limit of \$1,000,000.00 per occurrence (including, but not limited to, coverage for personal injury, products and contractual liability);

17.1.3. Automobile liability insurance with a minimum limit of \$1,000,000.00 per occurrence. You will be responsible for assuring that each employee who provides dryer vent installation and cleaning services utilizing a van maintains liability insurance meeting or exceeding the minimum statutory requirements under the laws of the state or states in which your Business operates. The maintenance of insurance by your drivers is a strict requirement which you agree to enforce rigorously; and

17.1.4. Workers' compensation insurance (in your name) as required by applicable law. If no such law exists, then you must participate in such other comparable insurance or benefit programs for your employees as required by us. If your state recognizes and permits self-insurer programs, your participation in such a program will satisfy our requirements under this subsection. If deductible plans are approved and used in your state, coverage may be purchased on this basis subject to the requirements of your insurance carrier.

17.2. Additional Insured Provisions.

All liability insurance policies must name us, and any subsidiaries and affiliates which we designate, as additional insured's entitled to the coverage afforded to all named insured's, without regard to any other insurance or self-insured program which we may have in effect, and also provide that we receive thirty (30) days prior written notice of termination, expiration, cancellation, modification or reduction in coverage or limits of any such policy. The terms and conditions of all such policies, including the amount of any deductibles, shall be consistent with the requirements prescribed from time to time by us. You agree to promptly pay when requested by the insurer the amount of the deductible applicable to, and in the event of, any covered loss.

17.3. Rating Criteria.

All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated B+ or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria we may establish from time to time. We may also reasonably increase the minimum liability "limit" protection requirement annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in public, product or motor vehicle litigation or other relevant changes in circumstances. You must submit to us annually a copy of the certificate of insurance or evidence of the renewal or extension of each such insurance policy or any modifications to any such insurance policies, which must describe the applicable deductibles for each such policy. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of such insurance, we may, at our option, and in addition to other rights and remedies we may have, obtain insurance coverage, on your behalf, and you agree to promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us on demand any costs and premiums incurred by us. Your obligation to obtain and maintain the insurance described in this Agreement shall not be limited in any way by reason of any insurance maintained by us.

18. RESTRICTIVE COVENANTS

You acknowledge that as a participant in our System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques that we have developed. Therefore to protect us and all our franchisees, you agree as follows:

18.1. Non-Competition During Term.

During the Term of this Agreement neither you, any Manager, nor any of your officers, directors, shareholders, partners, members or managers, nor any member of his, her or their immediate family members, will:

18.1.1. Have any direct or indirect controlling interest as a disclosed or beneficial owner in a “Competitive Business” as defined below;

18.1.2. Perform services as a director, officer, partner, manager, employee, consultant, representative, agent or otherwise for a Competitive Business; or

18.1.3. Divert or attempt to divert any business related to, or any customer or account of the Business, our business or any franchised Business, by direct inducement or otherwise, or diverting or attempting to divert the employment of any of our employee(s) or another franchisee’s employee(s) licensed by us to use the Marks and System, to any Competitive Business by any direct inducement or otherwise.

The term “Competitive Business” as used in this Agreement will mean any business offering, or granting franchises or licenses to others to offer, dryer vent installation, cleaning and repair services or any other products or services offered by Businesses, or any product or service offered to Customers or to sellers of clothes washers and dryers provided, however, you, your owners, members, partners, principals, and if an individual, members of your immediate family will not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent in the aggregate 5% or less of that class of securities issued and outstanding.

18.2. Post-Termination Covenant Not to Compete.

Upon termination or expiration of this Agreement for any reason, you and your officers, directors, shareholders, and/or partners agree that, for a period of 2 years commencing on the effective date of termination or expiration, or the date on which you cease to conduct business, whichever is later, neither you, any Manager, nor your officers, directors, shareholders, managers, members and/or partners will have any direct or indirect interest (including but not limited to such interest being through any immediate family members) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business, as defined above, located or operating within a 50-mile radius of your Territory or within a 50-mile radius of the territory of any other franchised or company-owned Business. The restrictions of this Section will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 5% or less of the number of shares of that class of securities issued and outstanding. You and your officers, directors, shareholders, managers, members and/or partners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such

skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

19. SALE OR TRANSFER

19.1. Transfer by You.

Your rights under this Agreement are personal to you and, except as stated below, you may not sell, transfer, assign, encumber or convey this Agreement or any of your interest in the Business, nor purport to do so, without our prior written consent, which we shall not unreasonably withhold, delay or condition. Any sale, transfer, assignment or encumbrance made without our prior written consent shall be voidable at our option and shall subject this Agreement to termination as specified in this Agreement. You acknowledge that prior to approving any transfer, we may impose reasonable conditions on you and your purported transferee including, but not limited to, those conditions listed in Section 19.3.

19.2. Ownership Changes.

A sale, transfer or assignment requiring our prior written consent shall be deemed to occur if: (i) all or substantially all of the assets, partnership interest, stock or membership interest is to be sold, assigned or transferred to a bonafide third party,, (ii) if you are a partnership or other business association, the addition or deletion of a partner or members of the association or the transfer of any partnership or membership among existing partners or members; (iii) if you are a corporation, any proposed transfer, new issuance or assignment of 10% or more of the stock of the corporation, whether such transfer occurs in a single transaction or several transactions; or (iv) if you are a limited liability company, any proposed transfer, new issuance or assignment of 10% or more of your beneficial equity ownership interests. Any new partner or shareholder will be required to personally guarantee your obligations under this Agreement. A transfer under this Section 19.2(ii)-(iv) for the purposes of selling or transferring equity interests between shareholders, partners or members shall not be subject to our Right of First Refusal in Section 19.6.

19.3. Conditions for Approval.

We may condition our approval of any proposed sale or transfer of the Business or of your interest in this Agreement upon satisfaction of the following occurrences:

19.3.1 Completion of an audit of your Business by us or our designee;

19.3.2. Payment of all amounts due and owing to us or our affiliates or to third parties holding a security interest in any asset of the Business;

19.3.3. All existing defaults under this Agreement are cured within the period permitted for cure;

19.3.4. The transferee shall satisfactorily complete our initial training program at the transferee's expense within the time frame we specify;

19.3.5. The transferee shall execute our then-current form of Franchise Agreement for the unexpired term of this Agreement, which shall supersede this Agreement in all respects. If a new Franchise Agreement is signed, the terms thereof may differ from the terms of this Agreement; provided, however, the transferee will not be required to pay any additional initial franchise fee;

19.3.6. You provide us a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including the transferee's assumption of and agreement to faithfully perform all of your obligations under this Agreement;

19.3.7. The transferee shall demonstrate, to our satisfaction, that if he or she meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee shall not be in the same business as us either as licensor, franchisor, independent operator or licensee of any other store, chain or network which is similar in nature or in competition with us, except that the transferee may be our existing franchisee;

19.3.8. You execute a general release, under seal, in a form satisfactory to us, of any and all claims against us, and our affiliates, and their respective officers, directors, shareholders, employees and agents, in their corporate and individual capacities; provided, however, the release shall not be inconsistent with any applicable state statute regulating franchising;

19.3.9. You or the proposed transferee pays us a transfer fee equal to \$5,000 for each Territory transferred, plus \$3,500 for initial training expenses incurred by us to train the transferee; and

19.3.10. You and all persons subject to the covenants stated in Sections 12 and 18 of this Agreement comply with the post-termination provisions including those contained in Section 18.2 of this Agreement.

19.4. Transfer to a Corporation or Limited Liability Company.

If you are an individual, you have the right to assign your rights under this Agreement to a corporation or limited liability company. Such assignment will not be subject to Section 19.3 of this Agreement provided that:

19.4.1. All stockholders of the corporation with a 10% ownership interest or greater in the corporation; or all members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to us and our affiliates under this Agreement and any other agreement between you and us and/or our affiliates and execute a noncompetition agreement as stated in this Agreement;

19.4.2. The corporation or limited liability company is newly organized and its business activities are confined to that of operating the Business;

19.4.3. You are, and at all times, remain the owner of 90% of the outstanding shares of the corporation or a controlling interest in the limited liability company; and

19.4.4. The corporation or limited liability company agrees in writing to assume all of your obligations under this Agreement within the terms of the Assignment and Assumption Agreement attached to this Agreement as Exhibit V.

19.5. Our Approval of Transfer.

We have 30 days from the date of receipt of the written notice of the proposed transfer to approve or disapprove, in writing, your proposed transfer. You acknowledge that the proposed transferee shall be evaluated for our approval based on the same criteria as is currently being used to assess our new franchisees and that such proposed transferee shall be provided, if appropriate, with such disclosures as may be required by state or federal law. We shall have the right to approve the material terms and conditions of the transfer, including, without limitation, the right to confirm that the price and terms of payment are not so burdensome as to affect adversely the transferee's operation of the Business. If you (and/or the transferring owners) finance any part of the sale price of the transferred interest, unless waived in writing by us, you and/or your owners must agree that all obligations of the transferee under any promissory notes, agreements or security interests reserved by you or your owners in the assets of the Business or the Franchised Location shall be subordinate to the transferee's obligations to pay Royalties and other amounts due to us and our affiliates and to otherwise comply with this Agreement. If you and the proposed transferee comply with all conditions for transfer stated in this document and we have not given you notice of our approval or disapproval within the 30-day period, approval is deemed denied. Our approval of 1 transfer does not constitute approval of any subsequent transfer.

19.6. Right of First Refusal.

If you propose to transfer either this Agreement or all, or substantially all, of the assets used in connection with the Business or any interest in your lease to any third party (other than a corporation or limited liability company as stated in Section 19.4) in connection with a bona fide offer from such third party, you shall first offer to sell such interest to us on the same terms and conditions as offered by such third party. You shall obtain from the third party and provide us a statement in writing, signed by the third party and you, of the terms of the offer ("Letter of Intent"). If we elect not to accept the offer within a 30-day period, you shall have a period not to exceed 60 days to complete the transfer described in the Letter of Intent subject to the conditions for approval stated in Section 19.3. You shall affect no other sale or transfer as contemplated under the Letter of Intent without first complying with all applicable terms contained in Section 19. Any material change in the terms of the offer shall be deemed a new proposal subject to our right of first refusal. So long as you have obtained our prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions stated above is not subject to our first right of refusal. We will not exercise our Right of First Refusal under this Subparagraph or any other Section of the Franchise Agreement so as to become a partial owner of the Business. We will not exercise our Right of First Refusal under this Subparagraph or any other Section of the Franchise Agreement so as to become a partial owner of the Business.

19.7. Our Right to Transfer

We have the right to sell, transfer, assign and/or encumber all or any part of our assets and our interest in, and rights and obligations under, this Agreement in our sole discretion.

19.8. Death or Disability

19.8.1. Representative's Right to Continue as Franchisee. In the event of your death, disability or incapacitation (or the death, disability or incapacitation of your partners or personal guarantors, your legal representative (or your partner's or guarantor's respective legal representative, as applicable) shall have the right to continue the operation of the Business as franchisee under this Agreement if: (i) within 45 days from the date of death, disability or incapacity (the "45 day period"), such person has obtained our prior written approval and has executed our then-

current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company franchisee's obligations to us and our affiliates; and (ii) such person successfully completes our training program (which we will provide at our then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to us.

19.8.2. Operation During and After 45 Day Period. We are under no obligation to operate the Business, or incur any obligation on behalf of any incapacitated franchisee, during or after the 45-day period. If necessary, you (or your legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Business during the 45-day period. If you die or become disabled or incapacitated during any training period, such training program shall be indefinitely suspended while we await the intention of your personal representative. If any portion of the training program is suspended, your legal representative may be required to wait until the next available training session to complete training.

20. BREACH AND TERMINATION

20.1. Automatic Termination.

This Agreement shall automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following occurrences:

20.1.1. Voluntary Bankruptcy. If you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Business.

20.1.2. Involuntary Bankruptcy. If proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for you or the Business without your consent, and the appointment is not vacated within 60 days.

20.1.3. Unauthorized Transfer. You purport to sell, transfer or otherwise dispose of your interest or any interest in the Business in violation of Paragraph 19 above.

20.2. With Notice and Without Opportunity to Cure. We have the right, at our option, to terminate this Agreement and all rights granted to you under this Agreement, without affording you any opportunity to cure, effective upon your receipt of notice, as provided in Section 25.18, for any of the following breaches or defaults:

20.2.1. Unauthorized Disclosure. If you intentionally or negligently disclose to any unauthorized person any Confidential Information, including the contents of or any part of our Operations Manual;

20.2.2. Abandonment. If you voluntarily or otherwise abandon the Business. The term “abandon” includes any conduct which indicates a desire or intent to discontinue operation of the Business in accordance with the terms of this Agreement and shall apply in any event if you fail

to operate the Business as required under this Agreement for a period of 5 or more consecutive days without our prior written approval;

20.2.3. Insolvency. If you or any of your principals becomes insolvent;

20.2.4. Liens. If a levy of writ of attachment or execution or any other lien is placed against you, any of the assets of the Business or any of your principals or any of their assets, which is not released or bonded against within 30 days;

20.2.5. Criminal Acts. If you or any of your principals or the Manager is convicted of, or pleads guilty or no contest to, a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in our sole opinion, to materially and unfavorably affect the System, Marks, goodwill or reputation thereof, or takes part in any criminal misconduct relevant to the operation of your Business;

20.2.6. Misuse of Marks. If you materially violate any provision of this Agreement relating to the Marks or if you misuse or fail to follow our directions and guidelines concerning use of the Marks;

20.2.7. Repeated Breaches. If you have received 2 notices of default from us within any 12-month period, regardless of whether you cured the defaults;

20.2.8. Violation of Restrictive Covenants. If you, any related entity or any individual subject to the restrictive covenants described in this Agreement intentionally or negligently violates 1 or more of those covenants;

20.2.9. Fraud. If you or your principals commit any fraud or misrepresentation in the operation of the Business;

20.2.10. Misrepresentation. If you or your principals make any misrepresentation or omission in connection with your franchise application, including but not limited to any financial misrepresentation;

20.2.11. Failure to Complete Training. If you fail to complete initial training as provided in Section 8;

20.2.12. Breach of Other Agreements. If you or your principals materially breach any other agreement with us or any of our affiliates, or of your van lease agreement, or threaten any material breach of any such agreement, and fails to cure such breach within any permitted period for cure;

20.2.13. Unauthorized Products or Services. If you offer any unauthorized and unapproved products or services; or

20.2.14. Unapproved Purchases. You order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier.

20.3. Upon 15 Days' Notice to Cure.

We have the right to terminate this Agreement if any of the following defaults remain uncured after expiration of the 15-day cure period:

20.3.1. Nonpayment. If you fail to pay as and when due any sums owed to us, any of our affiliates, or any of our System Suppliers;

20.3.2. Failure to Maintain Sufficient Inventory Levels. If you fail to maintain sufficient levels of inventory of consumables and supplies to adequately meet consumer demand;

20.3.3. Failure to Open. If you fail to commence operations of your Business on the Commencement Date;

20.3.4. Interruption of Service. If you fail to maintain the prescribed months, days or hours of operation of the Business;

20.3.5. Failure to Supervise Business Operations or Employ Adequate Personnel. If you or your Manager fail, in our sole discretion, to personally supervise day-to-day operation of the Business or fail to employ a sufficient number of qualified, competent personnel as we require from time to time;

20.3.6. Failure to Meet Standards. If you fail to maintain the then current operating procedures and standards established by us as stated in this Agreement or in the Operations Manual or otherwise communicated to you, including, but not limited to, if you fail to provide follow up services on a timely basis under to our timetable, which is a part of our System;

20.3.7. Other Conduct Reflecting Adversely on System. You conduct yourself in a manner that, although not criminal, reflects adversely on the System, the Marks, or the products offered through the System; or

20.3.8. Performance of Work outside Your Territory. If you perform work outside of your Territory without obtaining our prior written consent.

20.4. Upon 30 Days' Notice to Cure.

We have the right to terminate this Agreement, effective upon 30 days written notice to you, if you fail to perform or comply with any one or more of the terms or conditions of this Agreement or any ancillary agreements between you and us or our affiliates and you fail to cure such default after the expiration of the 30 day period.

20.5. Cure.

If you fail to cure the alleged breach within the applicable period of time stated in this Section, then this Agreement must be considered terminated as of the date stated in the default notice, the last day of the cure period. For purposes of this Agreement, your alleged breach of this Agreement must be deemed cured if both you and we agree in writing that the alleged breach has been corrected.

20.6. Non-waiver.

Our delay in exercising or failing to exercise any right or remedy under this Agreement or our acceptance of any late or partial payment due hereunder shall not constitute a waiver of any of our rights or remedies against you.

20.7. Acknowledgment.

If this Agreement is terminated by us before the expiration of the Term under Sections 20.1, 20.2, 20.3 or 20.4 above, you acknowledge and agree that, in addition to all other available remedies, we shall have the right to recover lost future Royalties during any period in which you fail to pay such Royalties through and including the remainder of the then current term of this Agreement. Such amount shall be deemed liquidated damages and not a penalty. The amount owing shall be computed by taking the average royalty during the 12 month period preceding the date of termination (if royalty reports have not been submitted during such period, the average shall be for the last full 12 month period in which royalty reports were received by us), multiplied by the number of months remaining in the term of this Agreement or any applicable renewal term.

21. OBLIGATIONS OF FRANCHISEE UPON TERMINATION OR EXPIRATION.

Upon termination of this Agreement, regardless of the cause, and upon expiration and nonrenewal or transfer of this Agreement you shall immediately:

21.1. Cease all operations under this Agreement;

21.2. Pay to us all unpaid fees and monies owned, including Royalties, product purchase amounts, and any and all amounts or accounts payable then owed to us or our affiliates under this Agreement, or any other agreement, whether written or verbal;

21.3. Cease to identify yourself as an Dryer Vent Wizard franchisee or publicly identify yourself as a former Franchisee or having been associated with us and immediately cease use of any of our or our affiliate's Marks, confidential information, trade secrets, signs, symbols, devices or other materials. You hereby irrevocably appoint us as your attorney-in-fact to execute in your name and on your behalf all documents necessary to discontinue your use of the Marks and Confidential Information;

21.4. Surrender to us all marketing materials, forms, samples, pamphlets and other materials bearing any of the Marks and all items which are part of the trade dress of the System, or are otherwise identified with us and obtained by and in connection with this Agreement;

21.5. Return to us the Operations Manual and all other manuals and confidential information we loaned to you and immediately and permanently cease use of the Confidential Information;

21.6. Take such action as may be required to cancel all fictitious or assumed names or equivalent registrations which contains any trade name or other Mark we licensed to you and furnish us evidence satisfactory to us of compliance with this obligation within 30 calendar days after the termination, expiration or transfer of this Agreement;

21.7. Cease using all telephone and facsimile numbers and listings used in connection with the operation of the Business and direct the telephone company and all telephone directory publishers to transfer all such numbers and listings to us or our designee under the Conditional Assignment of Telephone Numbers attached to this Agreement as Exhibit III or, if we direct, to disconnect the numbers;

21.8. Within 10 days of the effective date of termination or expiration, deliver to us, your vendor, supplier and Customer lists, and notify such vendors, suppliers and Customers that you are

no longer associated with us or the Business; and immediately cease contact or communication with all Customer or prospective Customers with whom you were communicating and submit to us all documents or other information on such Customers;

21.9. Comply with the post-termination covenants stated in this Agreement, including the restrictive covenants stated in Section 18 of this Agreement, all of which survive the transfer, termination or expiration of this Agreement;

21.10. If applicable, take such action as may be required to remove from the internet all sites referring to your former Business or any of the Marks and to cancel or assign to us, in our sole discretion, all rights to any domain names for any sites on the internet that refer to your former Business or any of the Marks; and

21.11. Permit us to make a final inspection of your financial records, books and other accounting records within 6 months of the effective date of termination, expiration or transfer.

22. DISPUTE RESOLUTION

22.1. Internal Dispute Resolution. You must first bring any claim or dispute between you and us to our President or CEO, after providing notice as stated in Section 22.5 below. You must exhaust this internal dispute resolution procedure before you may bring you dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

22.2. Mediation. At our option, all claims or disputes between you and us, or our affiliates, arising out of, or in any way relating to, this Agreement or any other agreement by and between you and us, or our affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 22.1 above, must be submitted first to mediation, in Detroit, Michigan under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of 30 days following receipt of such notice within which to notify you as to whether we or our affiliates elects to exercise its option to submit such claim or dispute to mediation. You may not commence any action against us or its affiliates with respect to any such claim or dispute in any court unless we fail to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. Our rights to mediation, as stated in this document, may be specifically enforced by us. Each party shall bear its own cost of mediation and the parties shall share mediation costs equally. This agreement to mediate shall survive any termination or expiration of this Agreement.

22.2.1 The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation as stated in this Section 22.2 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating):

22.2.1.1 Any federally projected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information;

22.2.1.2 Any claims pertaining to or arising out of or pertaining to any warranty issued; or

22.2.1.3 Any of the restrictive covenants contained in this agreement.

22.3 Selection of Venue. Nothing contained in this Agreement shall prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect us interests. The parties expressly agree to the jurisdiction and venue of the Oakland County Circuit Court in Detroit, Michigan and the jurisdiction and venue of the United States Federal District Court for the Eastern District of Michigan. You acknowledge that this Agreement has been entered into in the State of Michigan, and that you are to receive valuable and continuing services emanating from our headquarters in Michigan, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Michigan stated above.

22.4. Third Party Beneficiaries.

Our officers, directors, shareholders, agents and/or employees are intended third party beneficiaries of these dispute resolution provisions, each having authority to specifically enforce the right to arbitrate claims asserted against such person(s) by you.

22.5 Prior Notice of Claims. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, you must notify us within 30 days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

23. GOVERNING LAW

23.1. Choice of Law.

This Agreement shall be governed by the laws of the State of Michigan.

24. INJUNCTIVE RELIEF.

Nothing in this Agreement shall prevent us from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. Your sole remedy in the event of the entry of such injunctive relief will be the dissolution of such injunctive relief, if warranted, upon hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any such injunction are hereby expressly waived by you.

25. MISCELLANEOUS PROVISIONS

25.1. Modification.

This Agreement may be modified only upon execution of a written agreement between the parties. You acknowledge that we may modify our standards and specifications and operating techniques stated in the Operations Manual unilaterally under any conditions and to the extent to which we, in our sole discretion, deem necessary to protect, promote, or improve the Marks and the

quality of the System, but under no circumstances will such modifications be made arbitrarily without such determination.

25.2. Entire Agreement.

This Agreement and all appendices and other documents attached to this Agreement are incorporated in this Agreement and will constitute the entire agreement between the parties. This Agreement supersedes and replaces all previous written and oral agreements, understandings, promises, representations or other communications between the parties. However, nothing in this Section or otherwise in this Agreement is intended to disclaim or waive Franchise Owner's reliance on any statements made in the Franchise Disclosure Document delivered to Franchise Owner or in the exhibits and amendments to the Franchise Disclosure Document. This Agreement may not be amended or modified except in a writing executed by both parties, except that the Company may unilaterally modify the Franchise System and its specifications as provided in this Agreement.

25.3. Remedies and Attorneys' Fees.

If it becomes necessary for us to retain the services of legal counsel to enforce your obligations under this Agreement, whether or not formal judicial proceedings are implemented, we shall be entitled to recover our reasonable costs and expenses, including reasonable attorney's fees, incurred in enforcing your obligations under this Agreement.

25.4. Interpretation.

All parties to this Agreement acknowledge that this Agreement has been fully negotiated and has been entered into freely. If any provision of this Agreement shall be held to be invalid by any tribunal, the terms of said invalid provision shall be modified to the least possible extent so as to make the provision valid. This Article shall not be interpreted against either party as drafter.

25.5. Delegation by Us.

From time to time, we will have the right to delegate the performance of any portion or all of our obligations and duties hereunder to third parties, whether the same are our agents or independent contractors which we have contracted with to provide such services. You agree in advance to any such delegation by us of any portion or all of our obligations and duties under this Agreement.

25.6. Effective Date.

This Agreement will not be effective until accepted by us as evidenced by dating and signing by our designated officer.

25.7. Franchisor's Consent.

Unless otherwise stated in this Agreement, where our consent is required, said consent will not be unreasonably withheld, however, our failure to respond within any designated time period shall not be deemed consent to your proposed activity and it shall remain your responsibility to attain written consent before proceeding with the contemplated activity.

25.8. No Waiver.

No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by us will be considered to imply or constitute a further waiver by us of the same or any other condition, covenant, right, or remedy.

25.9. No Right to Set Off.

You will not be allowed to set off amounts owed to us for Royalties, Customer Wizard Fund payments, product or supply payments or other amounts due under this Agreement, against any monies owed to you, which right of set off is hereby expressly waived by you.

25.10. Payment of Taxes.

You shall reimburse us, or our affiliates and designees, promptly and 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, or our affiliates or designees, on account of services or goods furnished by us, our affiliates or designees, to you through sale, lease or otherwise, or on account of collection by us, our affiliates or designees, of the initial franchise fee, Royalties or any other payments made by you to us required under the terms of this Agreement.

25.11. Invalidity.

If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision will be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it must then be severed, and the remainder of that provision will continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to us or any of our affiliates or protection of the Marks, or the Confidential Information, including the Operations Manual and our trade secrets, is declared invalid or unenforceable, then we at our option may terminate this Agreement immediately upon written notice to you.

25.12. Limitation of Actions.

The parties further agree that no cause of action arising out of or under this Agreement may be maintained by either party against the other unless brought before the expiration of 2 years after the act, transaction or occurrence upon which such action is based or the expiration of 1 year after the complaining party becomes aware of facts or circumstances reasonably indicating that such party may have a claim against the other party hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense or setoff.

25.13. Punitive Damages.

You hereby waive to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, your recovery is limited to your actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

25.14. Construction of Language.

The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation. Reference to your "immediate family" means the spouse, parent, children and siblings of you and the parents, children and siblings of your spouse.

25.15. Successors.

References to "us" or "you" include the respective parties' successors, assigns or transferees, subject to the limitations of Section 19 hereof.

25.16. Additional Documentation.

You must from time to time, after the effective date of this Agreement, at our request and without further consideration, execute and deliver such other documentation or agreement and take such other action as we may reasonably require in order to effectuate the transactions contemplated in this Agreement. If you fail to comply with the provisions of this Section, you hereby appoint us as your attorney-in-fact to execute any and all documents on your behalf, reasonably necessary to effectuate the transactions contemplated in this document.

25.17. Force Majeure.

Neither you, we nor our affiliates will be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if such party's failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, or civil disorders. Any delay resulting from any such cause will extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or will excuse performance, in whole or in part, as we deem reasonable.

25.18. Notices.

All notices required to be given under this Agreement will be given in writing, by certified mail, return receipt requested, or by an overnight delivery service providing documentation of receipt, at the addresses stated in the first paragraph of this Agreement or at such other addresses as we or you may designate from time to time, and will be effectively given when deposited in the United States mails, postage prepaid, or when received via overnight delivery, as may be applicable.

25.19. Survival of Provisions.

Any provisions that by their terms extend beyond termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination, transfer or expiration of this Agreement.

25.20. Cumulative Rights.

Our rights and remedies under this Agreement are cumulative and no exercise or enforcement by us of any right or remedy hereunder shall preclude the exercise or enforcement by us of any other right or remedy hereunder which we are entitled by law to enforce.

25.21 State Law.

If any provision of this Agreement, including but not limited to its provisions for transfer, renewal, termination, notice of termination, or cure rights, is inconsistent with any valid law or regulation of the state in which your Business is located, then the valid law or regulation of that state applicable to the Business will supersede any provision of this Agreement that is less favorable to you.

25.22. Spousal Consent.

If you are an individual(s), or subsequent to execution of this Agreement, you assign this Agreement to an individual(s), such individual's spouse hereby personally and unconditionally guarantees without notice, demand or presentment the payment of all of your monetary obligations under this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such spouses further agree to be bound by the restrictions upon your activities upon transfer, termination or expiration of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such spouses must execute a spousal consent in the form attached to this Agreement as Exhibit IV. In the event of divorce and re-marriage, or subsequent marriage, you covenant and agree to provide us with a properly executed spousal consent, in the form we prescribe.

26. REPRESENTATIONS AND ACKNOWLEDGEMENTS.

26.1. No Authority.

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE.

26.2. Receipt.

YOU ACKNOWLEDGE RECEIPT OF OUR FRANCHISE DISCLOSURE DOCUMENT WITHIN 14 CALENDAR DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT. YOU FURTHER ACKNOWLEDGE THAT YOU RECEIVED A COMPLETED COPY OF THIS AGREEMENT, AND ALL RELATED AGREEMENTS ATTACHED TO THE FRANCHISE DISCLOSURE DOCUMENT, WITH ANY CHANGES TO SUCH AGREEMENTS UNILATERALLY AND MATERIALLY MADE BY US AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT AND ALL RELATED AGREEMENTS WERE EXECUTED.

26.3. Opportunity for Review by your Advisors.

YOU ACKNOWLEDGE THAT WE HAVE RECOMMENDED, AND THAT YOU HAVE HAD THE OPPORTUNITY TO OBTAIN, REVIEW OF THIS AGREEMENT AND OUR FRANCHISE DISCLOSURE DOCUMENT BY YOUR LAWYER, ACCOUNTANT OR OTHER BUSINESS ADVISOR PRIOR TO EXECUTION HEREOF.

26.4. Execution of Agreement.

EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. IF YOU ARE A PARTNERSHIP, LIMITED LIABILITY COMPANY OR CORPORATION, THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF SUCH PARTNERSHIP, LIMITED LIABILITY COMPANY OR CORPORATION WARRANTS TO US, BOTH INDIVIDUALLY AND IN HIS CAPACITY AS PARTNER, MEMBER, MANAGER OR OFFICER, THAT ALL OF THE PARTNERS OF THE PARTNERSHIP, ALL OF THE MEMBERS OR MANAGERS OF THE LIMITED LIABILITY COMPANY, OR ALL OF THE SHAREHOLDERS OF THE CORPORATION, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER THEIR INTEREST IN THE PARTNERSHIP, LIMITED LIABILITY COMPANY OR CORPORATION.

26.5. Independent Investigation.

YOU ACKNOWLEDGE THAT YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS WHICH MAKE THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR BUSINESS ABILITIES AND EFFORTS. YOU ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO CLARIFY ANY PROVISION OF THIS AGREEMENT THAT YOU MAY NOT HAVE INITIALLY UNDERSTOOD AND THAT WE HAVE ADVISED YOU TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY.

26.6. No Guarantees of Earnings.

YOU UNDERSTAND THAT WE AND ANY OF OUR REPRESENTATIVES AND/OR AGENTS WITH WHOM YOU HAVE MET HAVE NOT MADE AND ARE NOT MAKING ANY GUARANTEES AS TO THE EXTENT OF YOUR SUCCESS IN YOUR FRANCHISED BUSINESS, AND HAVE NOT AND ARE NOT IN ANY WAY REPRESENTING OR PROMISING ANY SPECIFIC AMOUNTS OF EARNINGS OR PROFITS IN ASSOCIATION WITH YOUR FRANCHISED BUSINESS.

26.7. No Personal Liability.

YOU AGREE THAT FULFILLMENT OF ANY AND ALL OF OUR OBLIGATIONS WRITTEN IN THIS AGREEMENT OR BASED ON ANY ORAL COMMUNICATIONS WHICH MAY BE RULED TO BE BINDING IN A COURT OF LAW SHALL BE OUR SOLE RESPONSIBILITY AND NONE OF OUR AGENTS, REPRESENTATIVES, NOR ANY INDIVIDUALS ASSOCIATED WITH OUR FRANCHISE COMPANY SHALL BE PERSONALLY LIABLE TO YOU FOR ANY REASON. YOU AGREE THAT NOTHING THAT YOU BELIEVE YOU HAVE BEEN TOLD BY US OR OUR REPRESENTATIVES SHALL BE BINDING UNLESS IT IS WRITTEN IN THIS AGREEMENT. THIS IS AN IMPORTANT PART

OF THIS AGREEMENT. **DO NOT SIGN THIS AGREEMENT IF THERE IS ANY QUESTION CONCERNING ITS CONTENTS OR ANY REPRESENTATIONS MADE.**

26.8 Class Action or Consolidation.

YOU AGREE THAT ANY MEDIATION, ARBITRATION OR LITIGATION WILL ONLY BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT AN ARBITRATION OR LITIGATION PROCEEDING BETWEEN FRANCHISOR AND YOU MAY NOT BE CONSOLIDATED WITH ANY OTHER LITIGATION OR ARBITRATION PROCEEDING BETWEEN THE PARTIES AND ANY OTHER PERSON, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR OTHER ENTITY. THE PARTIES WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE OR PARTICIPATE AS A LEAD PLAINTIFF, PETITIONER OR CLASS REPRESENTATIVE IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

**DRYER VENT WIZARD INTERNATIONAL
LLC**

Name: _____

Title: _____

Date: _____

FRANCHISEE

Name: _____

Date: _____

OR

(If a corporation, limited liability company or partnership)

Name: _____

Title: _____

Date: _____

Witness

**EXHIBIT I
TO
FRANCHISE AGREEMENT**

PERSONAL GUARANTY

NOTE: IF YOU ARE A CORPORATION, EACH OF YOUR SHAREHOLDERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF YOU ARE A PARTNERSHIP, EACH OF YOUR GENERAL PARTNERS MUST EXECUTE THE FOLLOWING UNDERTAKING. IF YOU ARE A LIMITED LIABILITY COMPANY, EACH OF YOUR MEMBERS AND MANAGERS MUST EXECUTE THE FOLLOWING UNDERTAKING.

The undersigned persons hereby represent to Dryer Vent Wizard International LLC that they are all of the shareholders of the franchisee, or all of the general partners of the franchisee, or all of the members and managers of the franchisee, as the case may be. In consideration of the grant by Dryer Vent Wizard International LLC to the franchisee as in this document provided, each of the undersigned hereby agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, to be firmly bound by all of the terms, provisions and conditions of the foregoing Dryer Vent Wizard International LLC Franchise Agreement, any Promissory Note with Dryer Vent Wizard International LLC, and any other agreement between the franchisee and Dryer Vent Wizard International LLC and/or its affiliates, that they and each of them do hereby unconditionally guarantee the full and timely performance by the franchisee of each and every obligation of the franchisee under the aforesaid Franchise Agreement or other agreement, including, without limitation, any indebtedness of the franchisee arising under or by virtue of the aforesaid Franchise Agreement and that they and each of them will not permit or cause any change in the percentage of the franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Dryer Vent Wizard International LLC prior to said proposed transfer, which consent must not be unreasonably withheld, and without first paying or causing to be paid to Dryer Vent Wizard International LLC the transfer fee provided for in said Franchise Agreement, if applicable, and without otherwise complying with the transfer provisions of the foregoing Franchise Agreement. The undersigned further agree to be bound by the in-term and post-term covenants against competition of the aforesaid Franchise Agreement.

Franchisee Name

Print Individual Name

Signature

Signature

Date

**EXHIBIT II
TO
FRANCHISE AGREEMENT**

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

Form of Ownership
(Check One)

_____ Individual _____ Partnership _____ Corporation _____ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed and a copy of the Partnership Agreement certified by the Secretary of State for the State in which the Partnership was formed.

If a Limited Liability Company, provide name and address of each member and each manager showing percentage owned and indicate the state in which the Limited Liability Company was formed and a copy of the Operating Agreement certified by the Secretary of State for the State in which the LLC was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each and a copy of the Articles of Incorporation certified by the Secretary of State for the State in which the corporation was formed.

State of Formation: _____

<u>Member Name</u>	<u>Member Address</u>	<u>Percentage Ownership</u>
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Franchisee acknowledges that this Statement of Ownership applies to the Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to us in writing.

Date

Franchisee

**EXHIBIT III
TO
FRANCHISE AGREEMENT**

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT
*(for trained employees, shareholders, officers, directors,
general partners, members and managers of Franchisee)*

In consideration of my being a _____ of _____ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. _____, doing business as _____ (the "Franchisee"), has acquired the right and franchise from Dryer Vent Wizard International LLC (the "Company") to establish and operate an Dryer Vent Wizard business (the "Business" or "Franchised Business") and the right to use in the operation of the Business the Company's trade names, trademarks and service marks (the "Proprietary Marks") and the Company's unique and distinctive format and system relating to the establishment and operation of Dryer Vent Wizard businesses (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only in the territory identified in the Franchise Agreement.

2. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain trade secrets and copyrighted materials, methods and other techniques and know-how (the "Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Dryer Vent Wizard International LLC Operations Manual (the "Manual") and other general assistance during the term of this Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business which operates or licenses any other business which offers similar products and services, except an Dryer Vent Wizard Business operating under the System and Proprietary Marks.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant stated in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. This Agreement shall be construed under the laws of the State of Michigan. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

Signature: _____

Name: _____

Address: _____

Title: _____

Date: _____

ACKNOWLEDGED BY FRANCHISEE

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT IV
TO
FRANCHISE AGREEMENT**

SPOUSAL CONSENT

NOTE: IF YOU ARE AN INDIVIDUAL(S), EACH INDIVIDUAL'S SPOUSE MUST EXECUTE THE FOLLOWING UNDERTAKING.

The undersigned person(s) hereby represent to Dryer Vent Wizard International LLC that each is the spouse of the individual you(s) who have executed a Dryer Vent Wizard International LLC Franchise Agreement dated _____.

In consideration of the grant by Dryer Vent Wizard International LLC to you as in this document provided, each of the undersigned spouses agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, must be firmly bound by all of the terms, provisions and conditions of the foregoing Dryer Vent Wizard International LLC Franchise Agreement, that they and each of them do hereby unconditionally guarantee the full and timely performance by you of each and every obligation of you under the aforesaid Franchise Agreement, including, without limitation, any indebtedness of you arising under or by virtue of the aforesaid Franchise Agreement. The undersigned further agree to be bound by the in-term and post-term covenants of the aforesaid Franchise Agreement.

Date

**EXHIBIT V
TO
FRANCHISE AGREEMENT**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Assignment”) is made and entered into this _____ day of _____, _____, by and between Dryer Vent Wizard International LLC, (“DVWI”) a Michigan limited liability company, with its principal offices at 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331, _____ (“Assignor”) and _____, an entity owned and controlled by Assignor with an address at _____.

BACKGROUND

A. DVWI and Assignor entered into a certain Franchise Agreement dated _____ (the “Franchise Agreement”) whereby Assignor was granted the right and undertook the obligation to operate a Dryer Vent Wizard business in the following territory _____ (the “Franchised Business”);

B. Assignor has formed Assignee for the convenience and purpose of owning and operating the Franchised Business;

C. Assignor desires to assign his or her rights and obligations under the Franchise Agreement to Assignee in accordance with the provisions of the Franchise Agreement; and

D. DVWI is willing to consent to the assignment of the Franchise Agreement to Assignee, subject to the terms and conditions of this Assignment, including without limitation, Assignor’s agreement to guarantee the performance by Assignee of its obligations under the Franchise Agreement and to continue to be bound by all of the provisions of the Franchise Agreement.

AGREEMENT

In consideration of the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby assigns and transfers over to Assignee all of his or her rights, title and interest in and to the Franchise Agreement, effective as of the date of this Assignment.

2. Assignee hereby assumes all of Assignor’s obligations, assignments, commitments, duties and liabilities under the Franchise Agreement, and agrees to be bound by and observe and faithfully perform all of the obligations, assignments, commitments and duties of the franchisee under the Franchise Agreement with the same force and effect as if the Franchise Agreement were originally written with Assignee as franchisee.

3. Assignor agrees that **[he or she]** shall continue to be bound by all of the terms and conditions of the Franchise Agreement, including, without limitation, all non-competition, confidentiality and indemnification obligations, and that nothing contained in this Assignment in this document shall be deemed to relieve Assignor of any of **[his or her]** obligations contained in the Franchise Agreement.

Assignor further agrees to, and by this instrument does hereby, guarantee the performance by Assignee of all of its obligations, commitments, duties and liabilities under the Franchise Agreement. Without limiting the foregoing, Assignor irrevocably and unconditionally guarantees to DVWI (i) that Assignee will pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement and any other agreement between Assignor and DVWI or its affiliates concerning the operation of the Franchised Business, and (ii) that if Assignee defaults in making any such payments or complying with any such provisions, Assignor shall pay forthwith upon demand all amounts due and owing DVWI and all damages that may arise as a result of any such non-compliance.

4. In the enforcement of any of its rights against Assignor, DVWI may proceed as if Assignor was the primary obligor under the Franchise Agreement. Assignor waives any right to require DVWI to first proceed against Assignee or to proceed against or exhaust any security (if any) held by DVWI or to pursue any other remedy available to it before proceeding against Assignor. No dealing between DVWI and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part, and in particular and without limiting the generality of the foregoing, DVWI may modify or amend the Franchise Agreement, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise Agreement, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of its obligations, and otherwise deal with Assignee as DVWI may see fit without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmance or disclaimer of this Assignment or the Franchise Agreement, Assignor shall continue to be fully liable.

5. This Assignment is entered into in the state of Michigan and shall be construed and interpreted in accordance with its laws, which laws shall control in the event of any conflict of law.

6. This Assignment shall be binding and inure to the benefit of the parties and their respective heirs, successors and assigns.

7. Assignor and Assignee acknowledge and agree that they are bound by the dispute resolution provisions of the Franchise Agreement. Assignor and Assignee further agree that they have and will continue to have a substantial relationship with DVWI at its offices in Michigan and that, with the exception of DVWI's right to seek injunctive relief in any appropriate jurisdiction as stated below, any action by or against them arising out of or relating to this Assignment shall be commenced, litigated and concluded only in any state or federal court of general jurisdiction in the state of Michigan. Assignor and Assignee agree that Michigan represents the most convenient forum for the parties to litigate any disputes between them. Accordingly, Assignor and Assignee irrevocably submit to the jurisdiction of such court and waive any objection they may have to either the jurisdiction or venue of such court. Assignor and Assignee further waive any objection that such court is an inconvenient forum. DVWI shall have the option, at its sole discretion, of bringing any action seeking equitable relief to enforce the terms of this Assignment in any court of competent jurisdiction in order to prevent real or threatened harm, and Assignor and Assignee consent to the entry of injunctive relief, including, without limitation, temporary restraining orders and/or preliminary and permanent injunctions without the requirement of bond, according to the usual equity rules in the jurisdiction in which such relief is sought.

8. The Franchise Agreement and this Assignment shall constitute the entire integrated assignment between the parties with respect to the subject matter contained in this document and shall not be subject to change, modification, amendment or addition without the express written consent of all the parties.

9. In the event that it becomes necessary for DVWI to retain the services of legal counsel to enforce the terms of this Assignment, AFS shall be entitled to recover all costs and expenses, including reasonable attorneys', expert and investigative fees, incurred in enforcing the terms of this Assignment.

10. Each party declares that the terms of this Assignment have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain, and confer with counsel. This Assignment is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not contained in this Assignment.

11. The persons executing this Assignment on behalf of Assignee acknowledge their authority to do so.

12. The obligations of Assignor and Assignee under this Assignment are joint and several.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the undersigned have affixed their signatures to this document as of the day and date first above written.

Attest:

Dryer Vent Wizard International LLC

By: _____

Date

ASSIGNOR

Witness

Individually

Date

ASSIGNEE

Attest:

By: _____

Date

**EXHIBIT VI
TO
FRANCHISE AGREEMENT**

INTEREST BEARING PROMISSORY NOTE

\$AMOUNT

Date: _____

FOR VALUE RECEIVED, NAME, an individual with an address at ADDRESS (the “Undersigned”) promises to pay to the order of Dryer Vent Wizard International LLC (the “Holder”) the sum of WRITTEN AMOUNT (\$AMOUNT) along with 10% interest in 48 monthly payments of \$AMOUNT. The first payment is due on DATE 1, 20__, and subsequent payments are due on the first day of each month thereafter with the final payment due on DATE 1, 20__.

All unpaid amounts owing on this Promissory Note (the “Note”) shall immediately become due and payable at the option of Holder without notice or demand upon the occurrence of any of the following events of default: (i) the default of any provision of the Note; (ii) the Undersigned’s breach of any of its obligations under the Franchise Agreement or any other agreement entered into between the Undersigned and Holder; or (iii) the death, dissolution, insolvency (however expressed or indicated) or the filing of a petition in bankruptcy, reorganization or for the adjustment of debts for, by or against the Undersigned.

There is no prepayment penalty under this Note.

Holder’s failure to enforce any rights granted to it under this Note shall not constitute a waiver of such rights.

Each party acknowledges that the terms of this Note have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Note is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Note.

The obligation evidenced by this Note is secured by the pledge of a security interest in the Collateral described in the Security Agreement attached to this Note as Exhibit “1.”

The validity, enforceability, construction and interpretation of this Note shall be governed by the laws of the State of Michigan, which laws shall control in the event of any conflict of law. If any provision of this Note is deemed illegal under any state or federal law, then such provision shall not be considered a part of this Note and the remainder of this Note shall not be affected.

The Undersigned agrees that it will have a substantial relationship with the Holder at its offices in Michigan and that any action by it arising out of or relating to this Note shall be litigated to conclusion only in any state or federal court of general jurisdiction located within Michigan and waives any objection they may have to either the jurisdiction or venue of such court, and further waive any argument that such venue is inconvenient. Notwithstanding the foregoing, Holder may take any action, including commencing, litigating and concluding an action for nonpayment under this Note, transferring a judgment, or executing on the judgment, in any state of Holder’s choosing.

This Note shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns.

In the event that it becomes necessary for Holder to retain the services of legal counsel to enforce terms of this Note, Holder shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Note.

The persons executing this Note on behalf of corporations acknowledge their authority to do so.

I HAVE READ THE ABOVE NOTE INCLUDING THE SECURITY AGREEMENT ATTACHED AS EXHIBIT "1" AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS NOTE INCLUDING THE SECURITY AGREEMENT ATTACHED AS EXHIBIT "1" IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

UNDERSIGNED:

Payer's name, individually

Payer's name, Corporate

EXHIBIT 1

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into, this ____ day of _____, 20__, by and between NAME, an individual with an address at ADDRESS ("Debtor"), Dryer Vent Wizard International LLC ("Secured Party"), whose address is 37735 Enterprise Ct., Ste. 100, Farmington Hills, MI 48331.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor grants to Secured Party a first priority security interest in all of Debtor's right, title and interest in the property used in connection with the operation of Debtor's Dryer Vent Wizard business (the "Business"), including by way of example and without limitation: the van(s) used in the operation of the Business, all equipment, appliances, instruments, machines and devices of every kind used in connection with the operation of the Businesses; all cash, account receivables and claims to tax or other refunds; all instruments, machines and devices of every kind used for the collection, procession, storage or recordation of payments or credits to Debtor's business operations; all inventory, whether or not said goods are held for sale or lease to others (the "Collateral").

TO SECURE:

- (a) Performance of Debtor's obligations under the Note
- (b) The repayment of all sums and amounts that may be advanced or expended by Secured Party for the maintenance and preservation of the Collateral or any part thereof or the enforcement of any rights of Secured Party hereunder; and
- (C) Performance of each agreement of Debtor contained herein.

DEBTOR WARRANTS AND AGREES:

1. Except for the security interest granted hereby, Debtor is the owner of the Collateral, free from any adverse lien, security interest or encumbrance, and Debtor will defend against all claims and demands of all persons at any time claiming the same or an interest therein.
2. No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office. Debtor hereby authorizes Secured Party to execute, on behalf of both Debtor and Secured Party, one or more Financing Statements, pursuant to the Uniform Commercial Code, in form satisfactory to Secured Party, and to file or record same in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable and Debtor agrees to pay the cost of filing or recording the same.
3. To do all acts which may be necessary to maintain, preserve and protect the Collateral, not to commit or permit any waste thereof, and to maintain the Collateral in good order, repair and condition, reasonable wear and tear excepted.
4. Not to remove any of the Collateral from the Business, except for the purpose of repair or replacement with other articles of substantially similar quality and value, which will not be subject to any lien, encumbrances or interests in others, except for purchase money security interests and the security

interest granted hereby, and to permit Secured Party to inspect the Collateral at any time. Notwithstanding the above, Debtor may sell the inventory secured hereby in the ordinary course of its business.

5. Except as provided in Section 4 above, not to sell, assign, lease, encumber, or otherwise dispose of all or any of the Collateral without the prior written consent of Secured Party.

6. To pay before delinquency, all taxes, assessments and liens now or hereafter imposed on the Collateral, and to maintain in force at all times, fire and other insurance policies (including all risk, and earthquake insurance) on the Collateral.

7. If Debtor fails to make any payment or do any act as herein required, then Secured Party, without obligation to do so and without notice to or demand upon Debtor, may make such payments and do such acts as Secured Party may deem necessary to protect its security interest in the Collateral, Secured Party being hereby authorized (without limiting the general nature of the authority hereinabove conferred) to take possession of the Collateral or any part thereof and to pay, purchase, contest or compromise any security interest, encumbrance, charge or lien which, in the judgment of Secured Party, appears to be prior or superior to or to jeopardize the security interest granted hereby, and in exercising any such powers and authority to incur necessary expenses, including attorneys' fees. Debtor hereby agrees to repay immediately and without demand all sums expended by Secured Party pursuant to the provisions of this paragraph.

8. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions:

(a) Default by Debtor under the Dryer Vent Wizard Agreements or in the payment of any or all of the indebtedness, obligations or liabilities secured hereby beyond the applicable cure periods, or failure by Debtor to perform its obligations in connection with any other agreement herein contained or secured hereby.

9. Upon any such default, Secured Party, at its option, without demand upon or notice to Debtor, may declare all indebtednesses, obligations and liabilities secured hereby to be immediately due and payable, and Secured Party shall have all the rights and remedies provided a secured party under the Uniform Commercial Code and may proceed to foreclose the security interest created hereby according to law, and may, at its option, and it is hereby empowered, with or without foreclosure action, to enter upon the Premises or any other premises where the Collateral or any part thereof may be and take possession thereof and remove the Collateral or any part thereof. In addition, Secured Party may require and Debtor agrees to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonable convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private or other intended disposition is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown above at least ten (10) days before the time of the sale or disposition. The Collateral may be sold in one or more lots and at one or more sales, which may be held on different days and need not be held within view of the Collateral being sold. Secured Party shall deduct and retain from the proceeds of such sale or sales all costs and expenses paid or incurred in the taking, removal, holding, preparing for sale or sales of the Collateral, including any reasonable attorneys' fees and legal expenses incurred or paid by Secured Party; the balance of the proceeds shall be applied by Secured party upon the indebtednesses, obligations and liabilities secured hereby, in such order and manner as Secured Party may determine, and the surplus, if any, shall be paid to Debtor or to the person or persons lawfully entitled to receive the same.

(a) Secured Party, at its option, shall have the right to commence any action or proceeding against a third party or appear in or defend any action or proceeding brought by a third party purporting to affect the rights, duties or liabilities of the parties hereto, including, without limiting the generality of the foregoing, an action to foreclose the security interest created hereby, and in connection therewith to incur costs, expenses and attorneys' fees in any such action or proceeding in which the Secured Party shall appear, all of which costs, expenses and attorneys' fees will be paid or reimbursed to Secured Party by Debtor.

(b) In the event of any default hereunder, Secured Party shall be entitled, without notice and without regard to the adequacy of the Collateral and of any other security for the indebtedness hereby secured, to the appointment of a receiver to take possession of all or any part of the Collateral and to exercise such powers as the Court shall confer upon him.

(c) At any public sale or sales made under this Section 9 or authorized herein or by laws, or at any sale or sales made upon judicial foreclosure of this security interest, Secured Party (or its representative) may bid for and purchase any Collateral being sold and, in the event of such purchase, shall hold such property thereafter discharged of all rights of redemption.

10. Secured Party shall be entitled to enforce any indebtedness, obligation or liability secured hereby and to exercise all rights and powers hereby conferred, although some or all of the indebtedness, obligations and liabilities secured hereby are now or shall hereafter be otherwise secured. Debtor's acceptance of this Agreement shall not affect or prejudice Secured Party's right to realize upon or enforce any other security now or hereafter held by Secured Party, and Secured Party shall be entitled to exercise all rights of set-off to the same effect and in the same manner as if this security interest had not been given.

11. In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of damages, its cost of suit and, not as damages, a reasonable attorneys' fee to be fixed by the Court.

12. The words Secured Party and Debtor, as used herein, shall be construed to include the heirs, legatees, devisees, administrators, executors, successors and assigns, respectively, of Secured Party and Debtor. This Agreement shall bind and inure to the benefit of such third persons. Whenever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. All references herein to the Uniform Commercial Code means the Uniform Commercial Code as adopted by the State in which Secured Party's principal place of business is located.

[signatures on following page]

[signature page for Security Agreement]

THE UNDERSIGNED DEBTOR HEREBY SPECIFICALLY CERTIFIES THAT HE HAS READ AND UNDERSTANDS THIS SECURITY AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Debtor:

Name here, individually

Witness

Name here, Corporate

Witness

Secured Party:

Dryer Vent Wizard International LLC

By: _____
Terry Reuer, CEO

Attest: _____

EXHIBIT D

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

OPERATIONS MANUAL TABLE OF CONTENTS



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EXHIBIT E

**LIST OF OPERATIONAL FRANCHISEES
AS OF DECEMBER 31, 2013**

**List of Operational Franchisee Outlets
As of December 31, 2013**

State	Name	Address	Telephone
Alabama	Schiesz, Karl	kschiesz@dryerventwizard.com	(205) 568-0051
Arizona	Willey, David	dwilley@dryerventwizard.com	(623) 806-8826
	Willey, Chris	cwilley@dryerventwizard.com	(623) 806-8826
California	Fazil, Gina	gfazil@dryerventwizard.com	(916) 519-4569
	Bryan, Carla	cbryan@dryerventwizard.com	(415) 796-5343
	Perry, Jon	jperry@dryerventwizard.com	(559) 259-1826
	Bernsen, Thomas	tbersen@dryerventwizard.com	(619) 300-8353
	Nole, Rhonda	rnole@dryerventwizard.com	(707) 326-7171
	Smith, James	jsmith@dryerventwizard.com	(209) 568-3834
	Parisi, Edward	eparisi@dryerventwizard.com	(760) 715-0062
	Colorado	Chesney, Mitch	mchesney@dryerventwizard.com
Chesney, Mitch		mchesney@dryerventwizard.com	(303) 895-1808
Connecticut	Brusseau, Don	dbrusseau@dryerventwizard.com	(860) 861-7577
	Moffat, John	jmoffat@dryerventwizard.com	(860) 558-0395
	Marino, Gary	gmarino@dryerventwizard.com	(203) 313-1205
Florida	Chiorean, Horatio	hchiorean@dryerventwizard.com	(561) 901-3464
	Gibson, Quintin	qgibson@dryerventwizard.com	(904) 999-3323
	Perez, George	gperez@dryerventwizard.com	(772) 626-5921
	Moore, Robert	rmoore@dryerventwizard.com	(352) 396-1246
	Taylor, Thomas	ttaylor@dryerventwizard.com	(941) 405-6611
Georgia	Perez, Juan	jperez@dryerventwizard.com	(770) 331-7470
Idaho	Alder, Mike	malder@dryerventwizard.com	(208) 340-1070
Illinois	Diesman, Manny	mdiesman@dryerventwizard.com	(708) 921-9265
	Dykas, John	jdykas@dryerventwizard.com	(331) 212-3444
	Enzenberger, Joe	jenzenberger@dryerventwizard.com	(312) 848-4146
	Matias, Mory	mmatias@dryerventwizard.com	(773) 484-3509
Indiana	Mayfield, Glen	gmayfield@dryerventwizard.com	(317)-417-3490
	Mayfield, Glen	gmayfield@dryerventwizard.com	(317)-417-3490
Kansas	Bert, Harold	hbert@dryerventwizard.com	(913) 649-6808
Kentucky	O'Loane, Keith	keitho@dryerventwizard.com	(502) 235-0734
Massachusetts	Dalimonte, Bob	bdalimonte@dryerventwizard.com	(781) 267-2112
	Dickson, Webb	wdickson@dryerventwizard.com	(978) 490-5517
	McCarthy, Jerry	jmccarthy@dryerventwizard.com	(978) 875-1670
Maryland	Kraycik, Ted	tkraycik@dryerventwizard.com	(443) 261-3366
	Rhen, Gerry	grhen@dryerventwizard.com	(610) 223-4801
	Schroeter, Bill	bschroeter@dryerventwizard.com	(443) 921-8046
Michigan	Butterfield, Larry	lbutterfield@dryerventwizard.com	(313) 402-7659
	Domke, Paul	mdomke@dryerventwizard.com	(248) 991-1000
	Walker, Alan	awalker@dryerventwizard.com	(616) 574-0080
	Lovellette, Nick	nlovellette@dryerventwizard.com	(615) 534-2445
Minnesota	Hein, Carl	chein@dryerventwizard.com	(651) 792-5626
	Hein, Carl	chein@dryerventwizard.com	(651) 792-5626
Nevada	Knudtson, Jeff	jknudtson@dryerventwizard.com	(775) 815-1831
New Hampshire	Dickson, Webb	wdickson@dryerventwizard.com	(978) 490-5517
New York	Ryley, John	jryley@dryerventwizard.com	(631) 744-1552
	Dougherty, Bob	bdougherty@dryerventwizard.com	(516) 873-7247

North Carolina	Buie, Jim	jbuie@dryerventwizard.com	(252) 469-3680
	Lavalle, Dave	6025 Blakeney Dr., Ste. 120, Charlotte, NC 28277: Commercial Address	(704) 759-6623
	Lavalle, Dave	6025 Blakeney Dr., Ste. 120, Charlotte, NC 28277: Commercial Address	(704) 759-6623
Ohio	Gutridge, Rick	rgutridge@dryerventwizard.com	(614) 442-6736
	Rauch, Ed	6671 Liberty Ct., Ste. 6, Liberty Twp., OH 45044: Commercial Address	(513) 460-4243
	Collins, Gary	gcollins@dryerventwizard.com	(440) 360-0631
	Mladonicky, Ken	kmladonicky@dryerventwizard.com	(937)728-7914
Pennsylvania	Zoto, Chris	czoto@dryerventwizard.com	(215) 766-3732
	Strausbaugh, Jerry	jstrausbaugh@dryerventwizard.com	(717) 505-8520
	Rhen, Gerry	grhen@dryerventwizard.com	(610) 223-4801
South Carolina	Burrow, Matthew	mburrow@dryerventwizard.com	(864) 238-0206
Tennessee	Allen, Jeff	jallen@dryerventwizard.com	(615) 984-3000
Texas	Bryfogle, Robert	bbryfogle@dryerventwizard.com	(512) 861-4878
	Espinosa, Charles	cespinosa@dryerventwizard.com	(972) 839-6618
Virginia	Beum, Paul	pbeum@dryerventwizard.com	(434) 284-0446
	Bittner, Doug	dbittner@dryerventwizard.com	(703) 999-7521
	Butler, Eric	ebutler@dryerventwizard.com	(571) 213-8467
	Cunningham, Nancy	ncunningham@dryerventwizard.com	(757) 287-7439
	Hostetler, George	ghostetler@dryerventwizard.com	(804) 614-6869
Washington	Amick, Charles	camick@dryerventwizard.com	(206) 777-8540
	Lui, Peter	plui@dryerventwizard.com	(206) 412-8299
Wisconsin	Emery, Joe	jemery@dryerventwizard.com	(414) 587-1030
	Culver, Dean	dculver@dryerventwizard.com	(262) 312-1991
	Vandenberg, Robb	rvandenberg@dryerventwizard.com	(920) 378-0663
Canada	Johnson, Tyler	tjohnson@dryerventwizard.com	(905) 235-1651

All of the franchisees, in the above table, work out of their homes except for 2 franchisees that have business offices. Only the email address and phone number are listed for those franchisees who work out of their homes. The complete address is only listed for the Franchisees who have a business office.

EXHIBIT F

**LIST OF FRANCHISEES WHO CEASE TO DO BUSINESS
UNDER OUR FRANCHISE AGREEMENT
AS OF DECEMBER 31, 2013**

**List of Franchisees Who Have Ceased to do Business
Under our Franchise Agreement as of December 31, 2013**

State	Name	City, State & Zip Code	Telephone	Reason
California	Gors, Steve	Murrieta, CA 92563	(951) 694-2971	Closed
Colorado	Johnston, Richard	Arvada, CO 80004	(303) 432-8592	Transferred Ownership
	Boyer, Neil	Aurora, CO 80011	(303) 214-0220	Closed
	Thomas, Chris	Littleton, CO 80127	(720) 350-1000	Transferred Ownership
Florida	Vollmer, Kristen	W. Tarpen Springs, FL 34688	(727) 543-1906	Transferred Ownership
	Shook, Nancy	Hudson, FL 34667	(727) 457-1413	Closed
Indiana	Aaron, Elizabeth	Columbus, IN 47203	(317) 373-6311	Transferred Ownership
Maryland	Gustaffson, Eric & Glenn	Bel Air, MD 21014	(443) 243-1346	Closed
	Paine, Joseph	Westminster, MD 21157	(443) 605-2091	Closed
Massachusetts	Comeras, Rich	Hudson, MA 01749	(978) 771-8827	Transferred Ownership
Michigan	Dillard, Charles	Oak Park, MI 48237	(248) 778-8813	Transferred Ownership
	Zalac, Mike	St. Clair Shores, MI 48080	(810) 610-3333	Transferred Ownership
Missouri	Henry, Mick	Maryville, MO 64468	(660) 582-0851	Closed
	Makos, Christ	St. Louis, MO 63129	(314) 782-2040	Closed
New York	Stevenson, John	Elbridge, NY 13060	(315) 689-6678	Closed
North Carolina	Benvegna, Emilie	Concord, NC 28027	(704) 905-5183	Transferred Ownership
	Evans, Sue	Charlotte, NC 28226	(704) 830-4112	Transferred Ownership
Pennsylvania	Linz, Brian	York, PA 17402	(717) 858-4989	Transferred Ownership
	Skurka, Dennis	Valencia, PA 16059	(724) 759-1320	Closed
Tennessee	Lovellette, Nick	Smyrna, TN	(615) 534-2445	Transferred
Wisconsin	Domka, Steven	Stevens Point, WI 54481	(715) 341-2975	Closed

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT G

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENTS
FINANCIAL STATEMENTS**

[AUDITOR'S CONSENT AND AUDITED FINANCIALS]

EXHIBIT H

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT
COMPLIANCE CERTIFICATION**

EXHIBIT H

COMPLIANCE CERTIFICATION

The date of my first face-to-face meeting with a DRYER VENT WIZARD INTERNATIONAL LLC Franchise Marketing Representative, Franchise Broker or any other person to discuss the possible purchase of a Franchise was _____, 20___. Franchisee's Initials _____
The date on which I received a Franchise Disclosure Document was _____, 20___. Franchisee's Initials _____

The date when I received a fully completed copy (other than signatures) of the Franchise Agreement I later signed was _____, 20___. Franchisee's Initials _____
The earliest date on which I signed the Franchise Agreement or any other binding document (not including the Receipt page) was _____, 20___.
Franchisee's Initials _____

The earliest date on which I delivered cash, check or other consideration to the Franchise Marketing Representative, broker, DRYER VENT WIZARD INTERNATIONAL LLC ("Franchisor") or any other person or company was _____, 20___. Franchisee's Initials _____

Representations:

No promises, agreements, contracts, commitments, understandings, "side-deals", options, rights-of-first-refusal or otherwise have been made to or with me with respect to any matter (including but not limited to any representations or promises regarding advertising (television or otherwise), marketing, site location, operational assistance or otherwise) nor have I relied in any way on any such except as expressly described in the Franchise Agreement or written addendum signed by me and the President of Franchisor except as follows:

_____. (If none, the prospective franchisee shall write NONE in his/her own handwriting and initial same.)
Franchisee's Initials _____

No oral, written or visual claim or representation, promise, agreement, contract, commitment, understanding or otherwise which contradicted, expanded upon or was inconsistent with the Franchise Disclosure Document or the Franchise Agreement was made to me by any person or entity, except as follows: _____

_____. (If none, the prospective franchisee shall write NONE in his/her own handwriting and initial same.) Franchisee's Initials _____

Other than as described in Item 19 of the UFOC, no oral, written or visual claim or representation (including but not limited to charts, tables, spreadsheets or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) was made to me by any person or entity, except as follows:

____. (If none, the prospective franchisee shall write NONE in his/her own handwriting and initial same.)
Franchisee's Initials _____

No contingency, condition, prerequisite, prior requirement, proviso, reservation, impediment, stipulation, provision or otherwise exists with respect to any matter (including but not limited to obtaining financing, selection, purchase, lease or otherwise of a site, operational matters or otherwise) and/or with respect to my fully performing all of my obligations under the Franchise Agreement and/or any other documents to be executed by me nor have I relied in any way on any such, except as expressly described in a writing signed by me and the President of Franchisor, except as follows:

____. (If none, the prospective franchisee shall write NONE in his/her own handwriting and initial same.)
Franchisee's Initials _____

I hereby understand that there will be no refunds with the exception of the terms and conditions stated in Section 4 of the Franchise Agreement. Franchisee's Initials _____

Other than as expressly described in Item 19 of the UFOC, Franchisor does not make or endorse nor does it allow any marketing representative, broker or other individual to make or endorse any oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) with respect to this or any other Franchise, whether made on behalf or for Franchisor, any Franchisee or other individual and expressly disclaims any such information, data or results. In addition, Franchisor does not permit any promises, agreements, contracts, commitments, understandings, "side-deals", options, rights-of-first-refusal or otherwise or variations of, changes in or supplements to the Franchise Agreement or the existence of any contingencies or conditions to Franchisee's obligations except by means of a written Addendum signed by Franchisee and Franchisor.

All representations requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppels or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

If any such representations, "side-deals", contingencies or otherwise have been made by you by any person or otherwise exist, immediately inform the President of Franchisor.

The prospective franchisee understands and agrees to all of the above and certifies that all of the above statements are true, correct and complete.

FRANCHISEE

Dated: _____

EXHIBIT I

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

CONFIDENTIALITY AGREEMENT

EXHIBIT I

CONFIDENTIALITY AGREEMENT

I, _____, in consideration of the approval by DRYER VENT WIZARD INTERNATIONAL LLC (“DVWI”) for me to review certain confidential information including, without limitation, certain manuals and/or other information relating to the operation of a DRYER VENT WIZARD franchise (“Confidential Information”) before completing my contemplated purchase of such franchise, hereby agree to maintain the confidentiality of all such Confidential Information in recognition that such information is confidential and is divulged only to DRYER VENT WIZARD System franchisees. In the event that I am unable to consummate the contemplated purchase of the DRYER VENT WIZARD franchise or to otherwise become a DRYER VENT WIZARD System franchisee, I shall not disclose any of this information to any other person. I further represent and warrant that I shall not use such information in any other capacity except as an authorized DRYER VENT WIZARD System franchisee. I hereby acknowledge that I shall not reproduce any of the Confidential Information being entrusted to me today, nor shall I make any oral or written notes regarding any of the information.

I acknowledge and agree that disclosure or unauthorized use of any of the Confidential Information presented to me is likely to cause DRYER VENT WIZARD INTERNATIONAL LLC, immediate and irreparable harm, which is not compensable in money damages. I hereby consent, in the event of my unauthorized use or disclosure of such Confidential Information, to the entry of injunctive relief in favor of DRYER VENT WIZARD INTERNATIONAL LLC, including temporary restraining orders and preliminary injunctions, without the requirement of bond, under the usual equity rules.

I HAVE READ THE ABOVE CONFIDENTIALITY AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN ON THIS AGREEMENT IF I DID NOT UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

Dated: _____

[Print or Type Name of Prospective Franchisee]

(Signature)

EXHIBIT J

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

STATE SPECIFIC ADDENDA

**CALIFORNIA ADDENDUM
TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 *et seq.* the Franchise Disclosure Document (“FDD”) for Dryer Vent Wizard International LLC for use in the State of California shall be amended as follows:

Item 3 of the FDD is supplemented to include the following:

Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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 person from membership in such association or exchange.

Item 17 of the FDD shall be supplemented to include the following:

California Business & Professions Code Sections 20000 through 20043 provides rights to the franchisee concerning termination or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise agreement requires all disputes not subject to mediation in Michigan to be resolved in the Oakland County Circuit Court in Detroit, Michigan or the United States District Court for the Eastern District of Michigan. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as the Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of a franchise agreement restricting venue to a forum outside the state of California.

The Franchise Agreement requires application of the law of the State of Michigan. This provision may not be enforceable under California law.

Section 31125 of the California Corporation Code requires the franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

You must sign a release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business Professions Code 2000 through 20043).

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

Section 4.1.1 and 4.1.2 of the Franchise Agreement shall be amended to provide that the Initial Franchise Fee and Territory Fee payable to Franchisor before opening your Business will not be due to Franchisor until after you complete your initial training.

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF ILLINOIS**

**THE DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF ILLINOIS.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF ILLINOIS
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO THE FDD
REQUIRED BY THE STATE OF ILLINOIS

Table of Contents

- I. AMENDMENT TO DRYER VENT WIZARD INTERNATIONAL LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS
2. ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC FDD REQUIRED BY THE STATE OF ILLINOIS
3. RECEIPT FOR ILLINOIS ADDENDUM

**AMENDMENT TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS**

This Amendment shall pertain to franchises sold in the State of Illinois and shall be for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Section 23.1. of the Agreement shall be supplemented as follows:

However, the foregoing choice of law should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. Where required under Illinois law, the laws of the State of Illinois will govern.

2. Section 23.3. of the Agreement shall be supplemented as follows:

Any provision which designates jurisdiction or venue or requires you to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the State of Illinois.

3. 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 is void." To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms:

Dryer Vent Wizard International LLC

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS**

For franchises and Franchisees subject to the Illinois Franchise Disclosure Act of 1987 and the Illinois General Rules and Regulations under the Franchise Disclosure Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the DRYER VENT WIZARD INTERNATIONAL LLC Illinois Franchise Disclosure Document.

Item 17 shall be supplemented to include the following disclosure:

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, ILL. Rev. Stat. 1989, ch 121 2, paras. 1719 and 1720.

The franchise agreement provides that Michigan law applies. However, the foregoing choice of law should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. Where required under Illinois law, the laws of the State of Illinois will govern.

Any provision which designates jurisdiction or venue or requires Franchisee to agree to jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, except arbitration may take place outside the State of Illinois.

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 is void." To the extent that any provision in the Agreement is inconsistent with Illinois law, Illinois law will control.

RECEIPT FOR ILLINOIS ADDENDUM

The undersigned, personally and/or as an officer, partner or member of the proposed Franchisee, does hereby acknowledge receipt of Addendum to the FDD containing information required by the state of Illinois.

Date

Prospective Franchisee

Telephone Number

Complete Below for a Partnership, Corporation or Limited Liability Company:

Name: _____

Title: _____

Name of Company: _____

Address: _____

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT (“FDD”)
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF INDIANA**

**THE DRYER VENT WIZARD INTERNATIONAL LLC
FDD CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF INDIANA.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF INDIANA
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

**AMENDMENT TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF INDIANA**

This Amendment shall pertain to franchises sold in the State of Indiana and shall be for the purpose of complying with Indiana statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Section 1.1 of the Franchise Agreement entitled “Grant of Franchise” is supplemented by the following provision:

Ind. Code §§ 23-2-2.7-1(2) and 23-2-2.7-2 (6) prohibit any provision in a franchise agreement allowing a franchisor to establish, and prohibit a franchisor from establishing a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the Territory granted the franchisee by the Franchise Agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area. To the extent that any provision of the Franchise Agreement conflicts with Indiana law, Indiana law will control.

2. Section 19.3.7 of the Franchise Agreement entitled “Conditions for Approval” is supplemented by the following provision:

To the extent you are required to execute a release in favor of Dryer Vent Wizard International LLC, such release shall exclude liabilities arising under the Indiana Deceptive Franchise Practices Law, Ind. Code § 23-2-2.7-1 (5).

3. Ind. Code § 23-2-2.7-1(10) prohibits any provision in the Franchise Agreement which limits litigation brought for breach of the Agreement in any manner whatsoever. To the extent that any provision of the Franchise Agreement conflicts with Indiana Code § 23-2-2.7-1 (10), Indiana law will control.

4. Section 16 of the Agreement entitled “Indemnification” is supplemented by the following provision:

; provided, however, such indemnification obligations shall exclude liability caused by your proper reliance on or use of procedures or materials provided by Dryer Vent Wizard International LLC or caused by Dryer Vent Wizard International LLC’s negligence.

5. Section 18 entitled Noncompetition is amended by deleting all references to “immediate family members.”

6. Section 17.2 of the Agreement entitled “Noncompetition” is supplemented by the following provision:

Notwithstanding the above, the covenant not to compete is limited to your territory under this Agreement.

7. Section 19.8 of the Franchise Agreement entitled “Death or Disability” is supplemented by the following provision:

**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF INDIANA**

For franchises and franchisees subject to the Indiana Franchise Disclosure Law and the Indiana Deceptive Franchise Practices Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Dryer Vent Wizard International LLC Franchise Disclosure Document (“FDD”)

Item 8. Item 8 of the FDD is amended to include the following disclosure:

The Indiana Deceptive Franchise Practices Law, Ind. Code §23-2-2.7-1(4) prohibits provisions in a franchise agreement subject to the Law which allow the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee. To the extent that any provision of the Franchise Agreement conflicts with Indiana Law, Indiana Law will control.

The Indiana Deceptive Franchise Practices Law, Ind. Code § 23-2-2.7-2(6) makes it unlawful for any franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee. To the extent that any of Dryer Vent Wizard International LLC’s business practices conflicts with Indiana Law, Indiana Law will control.

Item 12. Item 12 of the FDD is amended to include the following disclosure:

Ind. Code § 23-2-2.7-1(2) prohibits any provision in the Agreement which allows Dryer Vent Wizard International LLC to establish a franchisor-owned outlet engaged in a substantially identical business to that of the Franchised Business within the Territory. Ind. Code § 23-2-2.7-2(4) prohibits any franchisor who has entered into any franchise agreement with a franchisee who is either a resident of Indiana or a nonresident operating a franchise in Indiana from establishing a franchisor-owned outlet engaged in a substantially identical business to that of the Franchised Business within the Territory. To the extent that any provision of the Agreement or Dryer Vent Wizard International LLC’s business practices conflict with Indiana law, Indiana law will control.

Item 17. Item 17 of the FDD is amended to include the following disclosure:

To the extent you are required to execute a release in favor of Dryer Vent Wizard International LLC, such release shall exclude liabilities arising under the Indiana Deceptive Franchise Practices Law, Ind. Code § 23-2-2.7-1.

Ind. Code §23-2-2.7-2(3) makes it unlawful for a franchisor to deny the surviving spouse, heirs, or estate of a deceased franchisee the opportunity to participate in the ownership of the franchise under a valid franchise agreement for a reasonable time after the death of the franchisee, provided that the surviving spouse, heirs or estate maintains all standards and obligations of the franchise. To the extent that the Franchise Agreement requires a surviving spouse, heirs or an estate representative to assume liability under the Franchise

Agreement and to complete training, the Franchise Agreement has been amended in accordance with Indiana Law to provide that all such conditions must be met within 6 months of the franchisee's date of death.

Ind. Code §23-2-2.7-1(10) prohibits any provision in the Agreement which limits litigation brought for breach of the Agreement in any manner whatsoever. To the extent that any provision of the Agreement conflicts with Indiana law, Indiana law will control.

The choice of law provision contained in the Franchise Agreement should not be considered a waiver of any right conferred upon you by the provisions of the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Law with respect to the offer and sale of a franchise and the franchise relationship. Notwithstanding anything in this Agreement to the contrary, the Franchise Agreement shall be governed by the Indiana Franchise Disclosure Law IC § 23-2-2.5 and the Indiana Deceptive Franchise Practices Law IC § 23-2-2.7, under Ind. Code §23-2-2.7.

Indiana franchisees are allowed access to Indiana courts. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of Indiana with respect to any matter governed by the Indiana Deceptive Franchise Practices Law and Indiana Franchise Disclosure Law is void.

The post term covenant not to compete is limited to your territory under the Franchise Agreement pursuant to Ind. Code §23-2-2.7-1(9).

Date

Prospective Franchisee

Telephone Number

Complete Below for a Partnership, Corporation or Limited Liability Company:

Name: _____

Title: _____

Name of Company: _____

Address: _____

**DRYER VENT WIZARD INTERNATIONAL LLC
AMENDMENT TO FRANCHISE AGREEMENT AND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MARYLAND**

**THE DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT (“FDD”)
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF MARYLAND.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF MARYLAND
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

For franchises subject to the Maryland Franchise Registration and Disclosure Law, the following information replaces or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Dryer Vent Wizard International LLC FRANCHISE DISCLOSURE DOCUMENT:

Item 17

The Franchise Agreement provides that we may terminate the Franchise Agreement if you voluntarily or involuntarily file for bankruptcy, as described in the “Summary of Cause Defined. This provision may not be enforceable under federal bankruptcy law.

Any general release required of the franchisee as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law.

Accordingly, the Summary of the Choice of Forum is amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO FRANCHISE
DISCLOSURE DOCUMENT (“FDD”) FOR DRYER VENT WIZARD FRANCHISES
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MICHIGAN**

**THE DRYER VENT WIZARD INTERNATIONAL LLC
FDD FOR DRYER VENT WIZARD FRANCHISES
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE
STATE OF MICHIGAN. THIS ADDENDUM TO THE FDD
CONTAINS INFORMATION REQUIRED EXCLUSIVELY BY THE
STATE OF MICHIGAN AND IS BEING PROVIDED
TO YOU AT THE SAME TIME AS THE FDD.**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

NOTICE

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:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) 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.
- (c) 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.
- (d) 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 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 franchisor's intent not to renew the franchise.
- (e) 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.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchises from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) 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:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) 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.

(h) 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 subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchise unless provision has been made for providing the required contractual services.

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

IF FRANCHISOR'S MOST RECENT UNAUDITED FINANCIAL STATEMENT SHOWS A NET WORTH OF LESS THAN ONE HUNDRED (\$100,000) DOLLARS, YOU HAVE THE RIGHT TO REQUEST THE ESCROW OF THE INITIAL INVESTMENT AND OTHER FUNDS PAID UNTIL OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT INVENTORY, TRAINING OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED.

Any questions regarding the notice should be directed to the Michigan Department of Attorney General, 670 Law Building, Lansing, MI 48913, (517) 373-7117.

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF MINNESOTA**

**THE DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF MINNESOTA.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF MINNESOTA
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

**AMENDMENT TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

This Amendment shall pertain to franchises sold in the State of Minnesota and shall be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Agreement, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal of the Franchise Agreement.
2. DRYER VENT WIZARD INTERNATIONAL LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.
3. Section 22.3 of the Agreement shall be supplemented by the following provision:
Pursuant to Minn. Stat. Sec. 80C.21, this Paragraph shall not in any way abrogate or reduce any of your rights as provided in Minnesota Statutes, Chapter 80C, including but not limited to the right to submit matters to the jurisdiction of the courts of Minnesota.
4. Minn. Stat. § 80.C.21 and Minn. Rule 2860.4400J prohibit DRYER VENT WIZARD INTERNATIONAL LLC from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
5. To the extent you are required to execute a general release in favor of DRYER VENT WIZARD INTERNATIONAL LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. § 80C.01 *et seq.* as provided by Minn. Rule 2860.4400J.
6. Any claims brought pursuant to the Minnesota Franchises Act, § 80.C.01 *et seq.* must be brought within 3 years after the cause of action accrues. To the extent that any provision of the Franchise Agreement imposes a different limitations period, the provision of the Act shall control.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms:

Dryer Vent Wizard International LLC

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED FOR THE STATE OF MINNESOTA**

For franchises and franchisees subject to the Minnesota Franchise Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the DRYER VENT WIZARD INTERNATIONAL LLC Franchise Disclosure Document.

Item 13

DRYER VENT WIZARD INTERNATIONAL LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.

Item 17

Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this disclosure document, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 provides that any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of Minnesota or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance or which has the effect of waiving compliance with any provision of §§ 80C.01 to 80C.22 of the Minnesota Franchises Act, or any rule or order thereunder, is void.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit DRYER VENT WIZARD INTERNATIONAL LLC from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

To the extent you are required to execute a general release in favor of DRYER VENT WIZARD INTERNATIONAL LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. §80C.01 *et seq.* as provided by Minn. Rule 2860.4400J.

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF NEW YORK**

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF NEW YORK.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF NEW YORK
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
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DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

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STATEMENT REQUIRED BY THE STATE OF NEW YORK

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE STATED IN THIS PROSPECTUS.

**AMENDMENT TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Dryer Vent Wizard International LLC Franchise Agreement (the "Agreement") agree as follows:

1. Paragraphs 2.2.9 and 19.3.7 of the Agreement with respect to your execution of a general release shall be supplemented by the following provision:

Provided that all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the GBL of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the nonwaiver provisions of Sections 687.4 and 687.5 of New York's GBL be satisfied.

2. Paragraph 16 of the Agreement shall be supplemented to include the following provision:

Notwithstanding the above, you shall indemnify **Dryer Vent Wizard International LLC** and hold **Dryer Vent Wizard International LLC** harmless from liabilities resulting from your breaches and civil wrongs only.

3. Paragraph 19.7 of the Agreement shall be supplemented to include the following provision:

In the event of such an assignment, **Dryer Vent Wizard International LLC** will ascertain that its assignee, in **Dryer Vent Wizard International LLC'S** reasonable judgment, possesses the economic resources to fulfill **Dryer Vent Wizard International LLC'S** obligations to its franchisees.

4. Paragraph 23.1 of the Agreement shall be supplemented by the following provision:

However, the foregoing choice of law shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law.

11. The first sentence in Paragraph 24 of the Agreement shall have no further force or effect and the following shall be substituted in lieu thereof:

Nothing herein contained in this Agreement shall bar either party's right to seek to obtain injunctive relief against threatened conduct that will cause a loss or damage, under the usual equity rules, including the applicable rules for seeking to obtain restraining orders and preliminary injunctions.

12. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under New York law.

13. **Dryer Vent Wizard International LLC'S** termination of the Franchise Agreement because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms:

Dryer Vent Wizard International LLC

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 the Franchise Disclosure Document for Dryer Vent Wizard International LLC for use in the State of New York shall be amended as follows:

1. Item 3 shall be supplemented by the following:

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate disclosure document under our principal trademark has an administrative, criminal or civil action pending against that person alleging: a felony; a 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.

Neither we, our predecessor, nor any person identified in Item 2 or an affiliate offering franchises under our principal trademark has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Neither we, our predecessor, any person identified in Item 2 or an affiliate offering franchises under our principal trademark is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from 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 license as a real estate broker or sales agent.

2. Item 5 shall be supplemented by the following:

All franchisee fees are applied to the franchisor's general operating fund. All obligations of franchisor, whether to franchisees or otherwise, are paid out of this fund.

3. Item 4 shall be supplemented by the following:

During the 10-year period immediately before the application for registration, neither we nor our affiliate, any predecessor, current officers or general partner has: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the 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 our officer or general partner held this position in the company or partnership.

4. Paragraph "j" under the section labeled "assignment of contract by us" in Item 17 shall be supplemented by the following provision:

However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume your obligations under the Franchise Agreement.

5. Paragraph "m" under the section in Item 17 titled "conditions for our approval of transfer" shall be supplemented as follows with respect to your execution of a general release:

Provided, however, that all rights you enjoy and any causes of action which arise in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder remain in force; it being the intent of this proviso that the nonwaiver provisions of the GBL Sections 687.4 and 687.5 be satisfied.

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF NORTH DAKOTA**

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF NORTH DAKOTA.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF NORTH DAKOTA
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

AMENDMENT TO THE DRYER VENT WIZARD INTERNATIONAL LLC FRANCHISE AGREEMENT REQUIRED BY THE STATE OF NORTH DAKOTA

This Amendment pertains to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement is amended as follows:

1. Section 18 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

Covenants not to compete may not be enforceable under North Dakota law.

2. Section 22.3 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

Covenants requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota may not be enforceable in North Dakota.

3. Section 23.1 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

For North Dakota Franchisees, North Dakota law shall apply.

4. Section 2.2.9 of the Franchise Agreement is hereby amended by the addition of the following language that appears therein:

Provisions requiring North Dakota franchisees to sign a general release upon renewal of the franchise agreement are not enforceable in North Dakota.

5. Section 25.12 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

Provisions requiring a franchisee to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, for North Dakota franchisees, the statute of limitations under North Dakota Law will apply.

6. Section 25.3 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

Provisions requiring the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, for North Dakota franchisees, this provision shall be amended to provide that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

7. Section 20.8 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

Provisions requiring the franchisee to consent to termination or liquidated damages have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, for North Dakota franchisees, this provision shall be deleted in its entirety.

8. Section 25.13 of the Franchise Agreement is hereby amended by the addition of the following language to the original language that appears therein:

Provisions requiring the franchisee to consent to a waiver of exemplary and punitive damages are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms:

Dryer Vent Wizard International LLC

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

For franchises and franchisees subject to the North Dakota Franchise Investment Law, the following information supersedes on supplements, as the case maybe, the corresponding disclosures in the main body of the text of the DRYER VENT WIZARD INTERNATIONAL LLC Franchise Disclosure Document.

1. Item 17 is amended by the addition of the following language to the original language that appears therein;

(a) Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in North Dakota, except in certain instances as provides by law.

(b) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

(c) Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(d) Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

(e) Apart from civil liability as stated in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

(f) Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF SOUTH DAKOTA**

**THE DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF SOUTH DAKOTA.
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AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

*** * ***

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Pursuant to SDCL 37-5B-86, any acknowledgment or provision, disclaimer, or integration clause or a provision having similar effect in a Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter.

This statute can be found on South Dakota's web site: www.sdjobs.org/securities

**AMENDMENT TO THE DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF SOUTH DAKOTA**

This Amendment shall pertain to franchises sold in the state of South Dakota and shall be for the purpose of complying with South Dakota statutes and regulations notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary the Agreement shall be amended as follows:

1. Section 20.3 of the Franchise Agreement is amended to provide as follows:

Before terminating the Franchise Agreement based upon your failure to meet performance and quality standards, and/or failure to make royalty payments, the franchisor must afford you 30 days written notice with an opportunity to cure said defaults prior to termination.

2. Section 18.2 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein:

“Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provides by law.”

3. Section 23.1 of the Franchise Agreement is amended to reflect the following:

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the law of Michigan.

4. Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota. In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a **mutually agreed upon site** in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms:

Dryer Vent Wizard International LLC Franchisee: _____

By: ___By: _____

Title: __Title: _____

Date: _____

Date: _____

**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

For franchises and franchisees subject to the South Dakota Franchises for Brand-Name Goods and Services Law, the following information supersedes on supplements, as the case maybe, the corresponding disclosures in the main body of the text of the DRYER VENT WIZARD INTERNATIONAL LLC Franchise Disclosure Document.

1. Item 17 is amended by the addition of the following language to the original language that appears therein;

(a) Before terminating the Franchise Agreement based upon your failure to meet performance and quality standards, and/or failure to make royalty payments, the franchisor must afford you a 30-day notice with an opportunity to cure said defaults.

(b) Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provides by law.

(c) Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

(d) The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the law of Michigan.

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

**THE DRYER VENT WIZARD INTERNATIONAL LLC
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THE FEDERAL TRADE COMMISSION AND THE COMMONWEALTH OF VIRGINIA.
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**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC FRANCHISE DISCLOSURE
DOCUMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Dryer Vent Wizard International LLC for use in the Commonwealth of Virginia shall be amended as follows:

Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchisee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

Additional Disclosure: The following statements are added to Item 17.h

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

**AMENDMENT TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT**

REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Agreement for Dryer Vent Wizard International LLC for use in the Commonwealth of Virginia shall be amended as follows:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchisee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

Date

Prospective Franchisee

Telephone Number

Complete Below for a Partnership, Corporation or Limited Liability Company:

Name: _____

Title: _____

Name of Company: _____

Address: _____

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF WASHINGTON**

**THE DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
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**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON**

For franchises and Franchisees subject to the Washington Franchise Investment Protection Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Dryer Vent Wizard International, LLC Franchise Disclosure Document.

If any of the provisions in this Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Agreement with regard to any franchise sold in Washington.

Item 6.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Item 17.

Notwithstanding the provisions of the Franchise Agreement, in the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

**AMENDMENT TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE AGREEMENT
REQUIRED FOR THE STATE OF WASHINGTON**

This Amendment shall pertain to franchises sold in the State of Washington and shall be for the purpose of complying with Washington statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

If any of the provisions in this Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Agreement with regard to any franchise sold in Washington.

Notwithstanding Section XXV.A. of this Agreement, in the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Date

Prospective Franchisee

Telephone Number

Complete Below for a Partnership, Corporation or Limited Liability Company:

Name: _____

Title: _____

Name of Company: _____

Address: _____

**DRYER VENT WIZARD INTERNATIONAL LLC
ADDENDUM TO FRANCHISE DISCLOURE DOCUMENT
CONTAINING ADDITIONAL INFORMATION
REQUIRED BY THE STATE OF WISCONSIN**

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT ("FDD")
CONTAINS INFORMATION REQUIRED BY BOTH
THE FEDERAL TRADE COMMISSION AND THE STATE OF WISCONSIN.
THIS ADDENDUM TO THE FDD CONTAINS INFORMATION
REQUIRED EXCLUSIVELY BY THE STATE OF WISCONSIN
AND IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FDD.**

*** * ***

**THE INFORMATION CONTAINED HEREIN MUST BE
REVIEWED IN CONJUNCTION WITH THE FDD**

**AMENDMENT TO DRYER VENT WIZARD INTERNATIONAL LLC FRANCHISE
AGREEMENT REQUIRED BY THE STATE OF WISCONSIN**

This Amendment shall pertain to franchises sold in the State of Wisconsin and shall be for the purpose of complying with the Wisconsin Fair Dealership Law. Notwithstanding anything which may be contained in the body of the Franchise Agreement to be contrary, the Agreement shall be amended as follows:

Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between Franchisor and Franchisee inconsistent with the Law.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, and understands and consents to be bound by all of its terms:

Dryer Vent Wizard International LLC

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ADDENDUM TO DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WISCONSIN**

For franchises and Franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Dryer Vent Wizard International LLC Wisconsin Franchise Disclosure Document.

Item 17.

For Wisconsin Franchisees, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Franchisee inconsistent with the Law.

RECEIPT FOR WISCONSIN ADDENDUM

The undersigned, personally and/or as an officer, partner or member of the proposed Franchisee, does hereby acknowledge receipt of the "Information for Prospective Franchisees Required by the Federal Trade Commission" of Dryer Vent Wizard International LLC for Dryer Vent Wizard franchised businesses, including the exhibits listed below, and of this Addendum to the FDD containing information required by the state of Wisconsin.

The Franchise Disclosure Document contained the following exhibits:

- A List of Equipment and Supplies
- B List of State Agencies/Agents for Service of Process
- C Franchise Agreement
 - Exhibits
 - I Personal Guaranty
 - II Statement of Ownership
 - III Confidentiality and Non-Competition Agreement
 - IV Spousal Consent
 - V Assignment and Assumption Agreement
 - VI Interest Bearing Promissory Note
 - I. Security Agreement
- D Operations Manual Table of Contents
- E List of Franchisees
- F List of Franchisees Who Have Left the System
- G Financial Statements
- H Compliance Certification
- I Confidentiality Agreement
- J State Specific Addenda
- K Transfer and General Release Agreement
- L Receipts

Date

Prospective Franchisee

Telephone Number

Complete Below for a Partnership, Corporation or Limited Liability Company:

Name: _____

Title: _____

Name of Company: _____

Address: _____

EXHIBIT K

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

TRANSFER AND GENERAL RELEASE AGREEMENT

EXHIBIT K

TRANSFER AND RELEASE AGREEMENT

This Transfer and Release Agreement (the "Agreement") is made this _____ day of _____, 20____, by and between Dryer Vent Wizard International LLC, a Michigan limited liability company with an address at 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331 ("Franchisor"), and _____, an individual/business entity with an address at _____ ("Transferor") and _____, an individual/business entity with an address at _____ ("Transferee").

BACKGROUND

A. On _____, Transferor entered into a franchise agreement with Franchisor (the "Franchise Agreement") for the right to operate a Dryer Vent Wizard franchised business under Franchisor's proprietary marks and operating system (the "Business") in the territory(ies) designated in the Franchise Agreement (the "Territory(ies)").

B. Transferor now desires to transfer the Territory to Transferee, an individual who has been approved by AFS as an authorized transferee, and Transferee wishes to assume Transferor's rights to operate the Business in the Territory (ies).

C. AFS desires to accept such transfer pursuant to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Transfer. Transferor hereby transfers all of his rights, title and interest to operate the Business in the Territory to Transferee, and Transferee hereby accepts such transfer, effective upon: (i) Transferee's execution of the "Transferee Franchise Agreement," as stated in Section 2 below; (ii) Transferee's or Transferor's payment of the "Transfer Fee" in the amount of \$_____ for each of the Territory(ies) transferred under the Franchise Agreement, payable to Franchisor upon signing this agreement; and (iii) Transferee's payment of \$_____ to Franchisor to cover the costs incurred by Franchisor to provide initial training to the Transferee.

2. Franchise Agreement. Contemporaneously with the execution of this Agreement, Transferee shall sign the attached form of franchise agreement (the "Transferee Franchise Agreement") which shall govern Transferee's rights, duties and obligations in connection with the operation of the Business in the Territory (ies). The terms of the Transferee Franchise Agreement may be materially different than the terms contained in the Franchise Agreement entered into between Franchisor and Transferor; provided, however, the Transferee will not be required to pay any additional initial franchise fee to Franchisor.

3. Franchisor's Consent. Subject to the terms and conditions contained in this Agreement, including Transferee's obligation to pay the Transfer Fee and Transferee's execution of the

Transferee Franchise Agreement, Franchisor hereby consents to Transferor's sale of the Territory to Transferee.

4. Post-Term Obligations. Notwithstanding anything in this Agreement to the contrary, the parties agree that Transferor shall remain bound by all of the post-term covenants and obligations contained in the Franchise Agreement including, without limitation, all indemnification, confidentiality and non-competition covenants.

5. Representations and Warranties. Transferor represents and warrants that all of Transferor's obligations, including monetary obligations, to AFS and its subsidiaries and affiliates have been satisfied in full as of the date of this Agreement.

6. Release of Franchisor. Transferor, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the "Franchisor Releases") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, has, had or claims to have against the Franchisor Releases arising out of or related to the offer, sale and operation of the Business, and the parties' rights or obligations under the Franchise Agreement.

7. Release of Transferor. Excluding the indemnification obligations stated the Franchise Agreement and Transferor's obligations as stated in paragraph 2 of this Agreement, Franchisor, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges Transferor and Transferor's employees, agents, servants, representatives, affiliates, successors and assigns (the "Transferor Releases") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Transferor Releases arising out of or related to the offer, sale and operation of the Business in the Territory, and the parties' rights or obligations under the Franchise Agreement.

8. Entire Agreement. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement, and may not be subject to any modification without the written consent of the parties.

9. Governing Law. This Agreement shall be construed under the laws of the State of Michigan, which laws shall control in the event of any conflict of law.

10. Acknowledgment. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

11. Attorney's Fees. In the event that Franchisor retains the services of legal counsel to enforce the terms of this Agreement, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement.

12. Jurisdiction and Venue. Transferor agrees that it has and had a relationship with Franchisor at its corporate offices in Michigan and that, with the exception of Franchisor's right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisor arising out of or relating to this Agreement shall be commenced and concluded in the State of Michigan pursuant to the arbitration and venue and jurisdiction provisions of the Franchise Agreement.

13. Counterparts. This Agreement may be executed in multiple counterparts by the various parties and the failure to have the signatures of all parties on a single Agreement shall not affect the validity or enforceability of any part of this Agreement against any party who executes any counterpart of the Agreement. Executed facsimile copies of this Agreement shall be deemed to be effective as original signatures.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

DRYER VENT WIZARD INTERNATIONAL LLC

Attest: _____

By: _____

TRANSFEROR

Witness: _____

_____, individually

TRANSFeree

Witness: _____

_____, individually

EXHIBIT L

**DRYER VENT WIZARD INTERNATIONAL LLC
FRANCHISE DISCLOSURE DOCUMENT**

RECEIPT

**EXHIBIT L
RECEIPT**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Dryer Vent Wizard International LLC offers you a franchise it must provide this disclosure document to you within 14 calendar days before you sign a binding agreement with, or make a payment to Dryer Vent Wizard International LLC, or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon, Washington, and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Dryer Vent Wizard International LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit B of this disclosure document.

The franchisor is Dryer Vent Wizard International LLC, located at 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331. Its telephone number is (586) 619-2160.

Issuance Date: March 31, 2014

I have received a disclosure document with an issuance date of March 31, 2014. Effective Dates for this disclosure document in the registration states are listed on the Effective Date Page following the State Cover Page. This disclosure document included the following Exhibits:

- A List of Equipment and Supplies
- B List of State Agencies/Agents for Service of Process
- C Franchise Agreement
 - Exhibits
 - I Personal Guaranty
 - II Statement of Ownership
 - III Confidentiality and Non-Competition Agreement
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 - VI Interest Bearing Promissory Note
 - 1. Security Agreement
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- K General Release
- L Receipts

Date: _____ Franchisee
_____(Print Name)
_____(Telephone No.)

A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows:

Jason Kapica, Dryer Vent Wizard International LLC, 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331, (586) 619-2160.

Terry Reuer, Dryer Vent Wizard International LLC, 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331, (586) 619-2160.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Complete Below for a Partnership, Corporation or Limited Liability Corporation:

Name: _____
Title: _____
Name of Company: _____
Address: _____

RECEIPT
(Keep this copy for your records)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Dryer Vent Wizard International LLC offers you a franchise it must provide this disclosure document to you within 14 calendar days before you sign a binding agreement with, or make a payment to Dryer Vent Wizard International LLC, or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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Date: _____ Franchisee

(Print Name)

(Telephone No.)

A list of the names, principal business addresses, and telephone numbers of each franchise seller offering this franchise is as follows:

Jason Kapica, Dryer Vent Wizard International LLC, 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331, (586) 619-2160.

Terry Reuer, Dryer Vent Wizard International LLC, 37735 Enterprise Ct., Ste. 100, Farmington Hills, Michigan 48331, (586) 619-2160.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Complete Below for a Partnership, Corporation or Limited Liability Corporation:

Name: _____
Title: _____
Name of Company: _____
Address: _____