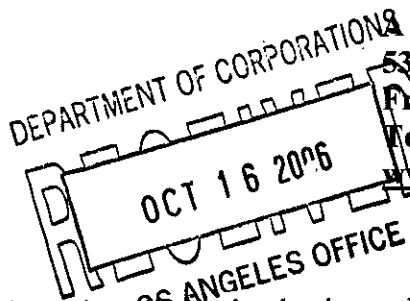


PET BUTLER

FRANCHISE OFFERING CIRCULAR PET BUTLER FRANCHISE SERVICES, INC., a Texas corporation

5300 Town and Country Blvd., Ste. 440
Frisco, Texas 75034
Telephone: (972) 726-7667
www.petbutler.com



The franchised business is a distinctive business that operates under the Pet Butler trade name. Our business is an upbeat, fun, self-deprecating provider of professional pet waste clean up and removal services for individuals, multi-family residential complexes and parks. Pet Butler also provides additional services for yards and pets that are not covered by any other industry.

The total you pay us in fees before you open your franchised business is \$24,900.00. The estimated initial investment, in addition to the franchisee fee mentioned above, ranges from \$10,500 to \$56,100. This sum does not include acquisition costs or rent for the business location.

Risk Factors:

1. THE FRANCHISE AGREEMENT AND THE OTHER DOCUMENTS TO BE SIGNED BY THE FRANCHISEE PERMIT THE FRANCHISEE TO ARBITRATE OR LITIGATE WITH THE FRANCHISOR ONLY IN THE STATE OF TEXAS. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH THE FRANCHISOR IN THE STATE OF TEXAS THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND THE OTHER DOCUMENTS TO BE SIGNED BY THE FRANCHISEE STATE THAT TEXAS 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. THE FRANCHISE AGREEMENT REQUIRES BINDING ARBITRATION. THE ARBITRATION WILL OCCUR AT DALLAS, TEXAS WITH THE COSTS BEING BORNE BY YOU. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER YOUR STATE'S LAW.
4. THE FRANCHISOR RECENTLY BEGAN OFFERING FRANCHISES. YOU MAY WANT TO CONSIDER THIS IN DECIDING WHETHER TO PURCHASE A FRANCHISE.
5. BY NOT HAVING A PRINCIPAL REGISTER FEDERAL REGISTRATION FOR THE MARKS DESCRIBED HEREIN WE DO NOT HAVE CERTAIN PRESUMPTIVE LEGAL RIGHTS GRANTED BY A REGISTRATION.

6. THERE MAY BE OTHER LAWS IN YOUR HOME STATE THAT EFFECT THIS OFFERING CIRCULAR SOME OF WHICH ARE HIGHLIGHTED IN THE FOLLOWING PAGES IN THE FORM OF STATE-SPECIFIC ADDENDA TO THE OFFERING CIRCULAR.

7. EACH PRINCIPAL OF THE FRANCHISEE AND HIS SPOUSE MUST JOINTLY AND SEVERALLY GUARANTEE THE FRANCHISEE'S OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. THAT GUARANTEE PLACES THE PRINCIPALS' AND HIS SPOUSE'S PERSONAL ASSETS AT RISK.

8. THERE MAY BE OTHER RISKS IN BUYING AND OWNING A PET BUTLER FRANCHISE.

Information comparing franchisors is available. Call the state administrators listed in Exhibit "A" to this Offering Circular or your public library for sources of information. Registration of this franchise by a state does not mean that the state recommends it or has verified the information in this Franchise Offering Circular. If you learn that anything in this Franchise Offering Circular is untrue, contact the Federal Trade Commission and the state or provincial authority listed on Exhibit "A" to this Offering Circular.

Effective Date: December 15, 2005

ITEM 1

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

Our Business Activities and the Franchise Offered

The purpose of this Offering Circular is to familiarize you with important legal and business aspects of Pet Butler Franchise Services, Inc. and the franchise it offers. To simplify the language, we refer to Pet Butler Franchise Services, Inc. as “Pet Butler” or by use of a first person plural pronoun (“we”, “us” or “our”), and to the person or company that buys a Pet Butler franchise by use of a second person pronoun (“you” or “your”). “You” does not include your owners, who are described as “Related Parties.”

We were formed in 2004 for the purpose of selling franchises and supporting franchisees who operate under the Pet Butler System and are engaged in the business of developing a network of franchises throughout the United States that utilize the Pet Butler System and are affiliated with the service mark “Pet Butler – America’s Pet Waste Cleanup Service” and certain other trademarks, service marks, trade names and associated logos that we refer to as the “Marks.” We refer to these franchise businesses as “Pet Butler” and “Pet Butler businesses.” We refer to the Pet Butler business you will operate as the “Franchised Business.”

We use, promote and license certain trade and service marks and other commercial symbols in operating our businesses in the United States, including “Pet Butler”, “Pet Butler – America’s Pet Waste Cleanup Service”, “Picking Up where your dog left off..”, “Too “pooped” to scoop?”, “Entre-manure”, “Got poop?”, “#1 in the #2 Business!”, “Leave the disgusting job to us!”, “Pooperscoopers” and “Your pet’s “business” is our business!” (collectively, the “Marks”). These marks have gained and continue to gain public acceptance and goodwill, and we may continue to create, use, and license additional trademarks, service marks, and commercial symbols in operating our business.

We award business opportunities to persons who meet our qualifications and are willing to undertake the investment and effort required to own and operate a Pet Butler business offering the services and products we authorize and approve while utilizing our business formats, methods, standards, specifications, systems, and marks.

Our Predecessors and Affiliates

We have no predecessors. Our affiliate, Pet Butler, Inc. (the “Affiliate”), began doing business in June of 1998 and incorporated under Texas law on January 21, 2001. The Affiliate currently owns and operates one pet waste removal service located in Dallas, Texas, which is similar to the franchises we offer and has done so since 1998. We have no other affiliates. No Affiliate or predecessor has previously offered franchises in this or any other line of business.

The business that you will operate under a Franchise Agreement provides professional pet waste clean up and removal services for individuals, multi-family residential complexes and parks. Pet Butler also provides additional services for yards and pets that are rarely if ever covered by any other industry. Our Affiliate has operated a business of this type since June of 1998. We have never sold franchises for any other line of business.

We do not own or operate a business of the type being franchised.

General Description of the Market and Competition

Pet owners in all geographical locations, including residential and commercial, and of all social-economical levels, make up the primary market of Pet Butler. The market for our services is available year round and is in its infancy.

Although there are other companies in the U.S. that provide services similar to those we offer, most competitors focus primarily on providing pet sitting or grooming-related services or traditional landscaping services. These competitors may also provide pet waste cleanup and removal services however it is usually just a sideline. Your competitors will not include other Pet Butler franchisees.

Regulations Specific to the Industry

As an operator of a pet waste cleanup and removal service you will be subject to various federal, state and local laws, regulations and ordinances with respect to the handling, storage, transporting, and disposing of pet waste as well as the operation and maintenance of your vehicles. You are advised to investigate the laws, regulations and ordinances applicable to your Franchised Business further.

Agents for Service of Process

Our agent for service of process is listed in Exhibit "B" to this Offering Circular.

ITEM 2

BUSINESS EXPERIENCE

Matthew Boswell, Founder, President and Chief Executive Officer

Matthew Boswell serves as our President and CEO and has done so since our incorporation in October of 2004. In addition, Mr. Boswell currently serves as CEO and President of our Affiliate and has served in this capacity since it was founded in June of 1998. Mr. Boswell founded our Affiliate with a specific, two-part mission in mind: to make life for pet owners more convenient, enjoyable, and safe, which affords the owners more time with their beloved pets, and to help provide money, time and services to benefit animals, the environment and local communities.

Mr. Boswell was also President and CEO for a start-up utility company located in Dallas, Texas, following the deregulation of residential and business utility services.

ITEM 3

LITIGATION

There is no litigation to disclose in this Franchise Offering Circular.

ITEM 4

BANKRUPTCY

No person or company identified in Items 1 or 2 of this Franchise Offering Circular has been involved as a debtor in proceedings under the United States Bankruptcy Code.

ITEM 5

INITIAL FRANCHISE FEE

Initial Franchise Fee

You will pay a \$24,900.00 franchise fee for your franchise in one lump sum upon execution of a franchise agreement. The initial franchise fee is payable by cashier's check or wire transfer and is not refundable under any circumstances.

The Franchise Fee is payment, in part, for our expenses in furnishing assistance and services to you and for our costs, including general sales and marketing expenses, advertising,

training, legal, accounting and other professional fees as well as the cost of an initial supply of office forms and marketing materials that we will provide to you. Except as stated above, the Franchise Fee is uniform for all franchisees.

ITEM 6

OTHER FEES

Below is a detailed description of other recurring or isolated fees or payments that you must pay to us or that we impose under the terms of the Franchise Agreement.

Name of Fee	Amount	Due Date	Remarks
Royalty Fee ²	7 % of Gross Revenue ²	Every Thursday (or Wednesday if Thursday is a national holiday)	<p>Paid on the Gross Revenues of the preceding week. A minimum royalty of \$25 per week takes effect at the beginning of the fourth month.</p> <p>All monies collected each week by franchisor will be paid to franchisee via EFT every week on the next Thursday before 4pm CST.)</p>
National Advertising Contributions	2 % monthly Gross Revenue	Every Thursday (or Wednesday if Thurs. is a national holiday)	You will receive a report of how this money is invested. A minimum of \$10 per week takes effect at the beginning of the 4 th month.
Local Advertising	A quarterly minimum of \$2,000 must be spent on local advertising.	Monthly expenses report due by the end of the next calendar month	Paid to third party advertising vendors.
Audit Cost	Actual cost of audit plus 18% interest on any underpayment.	On demand (deducted from your weekly EFT.)	Payable only if audit shows an underpayment of at least 3% for any month.
Initial Training	\$1,000	Before	Initial training for two is

Name of Fee	Amount	Due Date	Remarks
Fee of Additional Trainee ^s		training begins	included in the initial investment.
Transfer Fee	\$7,500	Before transfer	Only payable if you sell your franchise. The buyer must be approved by Pet Butler. New owner's training is included in transfer fee.
Client Services Fees	Weekly flat fee of \$1.00 per customer and \$2.75 per month for a physical invoice and newsletter mailed to customer	Every Thursday (or Wednesday if Thurs. is a national holiday)	Paid on the Gross Revenues of the preceding week. A minimum CSC fee of \$40 per week takes effect at the beginning of the fourth month. This fee will be deducted from all the money collected each week from your customers by the franchisor and will be paid to franchisee (you) via EFT every week on the next Thursday before 4pm CST.

Notes:

1. All fees are imposed by, collected by, and are payable to us. If any payment is late, interest will be charged at the rate of 1-1/2% per month or the maximum rate permitted by law, whichever is less, from the date the payment was due until paid. All fees are non refundable. The transfer fee includes payment for processing, training and related items and software. For existing franchisees, some of those items may not be required and may, with the proper authorization, be deducted form the transfer fee.
2. The Franchise Agreement defines "Gross Revenue" as "the total amount of money received by you and your Related Parties for all goods sold and services rendered in the Trade Name or Marks, including client deposits and mileage charges and excluding sales tax and client refunds, within an accounting period."
3. The first two trainee's fee is included in the franchise fee. Additional trainees may attend and must pay \$1,000 each if space allows. All additional trainees bear their own incidental expenses for items such as travel, food and lodging during training.

ITEM 7

ESTIMATED INITIAL INVESTMENT

We anticipate that you will incur the following estimated initial expenditures in the establishment of a Pet Butler business.

Names of Expenditures¹	Actual or Estimated Amounts For You	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ²	\$24,900	Lump sum, certified or cashier's check	Upon Signing Franchise Agreement	Pet Butler Franchise Services, Inc.
Real Estate/Rent/Improvements ³	\$0 - \$500	As incurred	As incurred	Landlord (Normally yourself)
Computer Equipment & Proprietary Software ⁴	\$0 - \$3,000	As incurred	As incurred	Suppliers
Insurance ⁵	\$100 - \$500	Lump sum	Before policy effective date	Insurance company
Grand Opening, Advertising, Marketing and Promotion ⁶	\$5,000 - \$25,000	As incurred	As arranged	Media, others
Employment Screening ⁷	\$0 - \$400	\$25 per screening	As Incurred	Screening company
Food, Travel (2 persons while in training ⁸)	\$400-\$1,700	As incurred	During training	Lodging for two is included in the initial investment
Additional Funds (Working Capital) ⁹	\$5,000 - \$25,000	As incurred	As incurred	Various
TOTAL¹⁰	\$35,400 - \$81,000			

Notes:

¹ Expenses. Item shows expenses for your Office's start-up period, which we assume to be three months of operation. None of the expenses are refundable except for insurance premiums, which may be partially refundable if you cancel a policy.

² Franchise Fee. The Franchise Fee is described in greater detail in ITEM 5 of this Offering Circular.

³ Real Estate/Rent/Improvements. Low figure is based on assumption that you base the business in your home. High figure is based on assumption that premises are rented and that lessor will require an initial payment equal to two months' rent. The premises will range in size from 100 square feet to 200 square feet.

⁴ Computer Equipment & Proprietary Software. You will need to purchase and install computer hardware and software according to our specifications. Our requirements are described in detail in ITEM 11 of this Offering Circular. This category includes such items as leasing or purchasing a computer system.

⁵ Insurance. This category includes general liability insurance and bonding for first 3 months. Factors that may affect your cost of insurance include location of the Pet Butler business, value of leasehold improvements, number of employees and other related factors.

⁶ Grand Opening, Advertising, Marketing and Promotion. You will spend a minimum of \$5,000-\$25,000 on Grand Opening, Advertising, Marketing and Promotion of operation. You may choose to spend more. Factors that may affect your decision on the actual amount to spend include local media cost, location of the Pet Butler business and population demographics in the surrounding area.

⁷ Employment Screening. You will spend a minimum of \$0 - \$400 on screening potential employees.

⁸ Food, Travel (2 persons while in training). You will spend a minimum of \$400-\$1,700 for food and travel for 2 persons while in training.

⁹ Additional Funds (Working Capital). This category includes incidental expenses during training, business start-up expenses, licensure, software training, and other miscellaneous expenses incurred during the first 90 days of the franchised Office's operations. We did not make any allowance for employee wages; these should be fully funded by the fact that you will collect payment for these wages from customers in advance of providing services. You should review these numbers carefully in light of local conditions and the economy, consulting a business advisor if necessary. The amounts stated are based on our experience in establishing and operating offices in Texas.

¹⁰ Total. This total is an estimate of your initial investment and the expenses you will incur during the start-up of operations. In compiling this chart, we relied on our industry knowledge. The amounts shown are estimates only and may vary for many reasons including the size of your Pet Butler business and its Territory, the capabilities and wage requirements of your employees, where you locate your Pet Butler business and your business experience and acumen. You should

review these estimates carefully with an accountant or other business advisor before making any decision to enter into a Franchise Agreement. We do not offer direct financing to you for any item. All or part of your investment may be financed by a bank or other lending institution on terms we cannot estimate.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase signage from our designated vendor. We do not require you to purchase anything else from designated or approved suppliers at this time. However, as a condition of permitting a supplier to produce any item that bears our marks, we may require the vendor to sign a license agreement obligating the vendor to meet quality standards and respect our trademark rights. All of our marks must be printed using our specifications. All services provided by us to you are included within your initial franchise fee and royalty payments.

You must purchase computer hardware and software in accordance with our specifications. See Item 11 of this Franchise Offering Circular for a detailed description of these specifications.

We formulate and modify our specifications for computer hardware by reference to what is necessary to run the required software. The software was selected for ease of use, uniformity, wide availability, reliability, and cost effectiveness.

You must also purchase printed material, such as stationery, business cards, and marketing materials, in accordance with our specifications. Specifications were formulated in regard to content, size, typeface, paper stock, colors and brand consistency. We will approve your lists of approved items and vendors through which you can purchase these items.

We will make our specifications known to you in the Manual or otherwise in writing. We will not issue them directly to suppliers who are not our approved vendors.

If you would like to use in your office any product that bears the trade name or makes and that you will purchase from a supplier not previously licensed by us, you must advise us of this fact and, upon our request, give us the supplier's contact information. We will promptly communicate to you the fact that it has licensed the supplier or its reasons for withholding a license.

You must purchase, prior to beginning operation, and maintain a policy or policies of comprehensive public liability insurance, including product liability coverage, covering all your office assets, personnel, and activities, including coverage for non-owned automobiles, on an occurrence basis with a combines single limit for bodily injury, death or property damage of not less than \$1,000,000. We may increase the minimum coverage requirement annually if necessary to reflect inflation or other changes in circumstances. You must also carry 1) casualty insurance in a minimum amount equal to the replacement value of your interest in your office premises, including furniture, fixtures and equipment, and 2) a \$5,000 surety bond covering all employees. In addition, you must maintain policies of worker's compensation insurance, disability insurance and any other types of insurance required by applicable state law. Each insurance policy that is required under this Agreement must contain a provision that the policy cannot be canceled without ten days' written

notice to us. It must be issued by an insurance company of recognized responsibility, designate Pet Butler Franchise Services, Inc. as an additional named insured, and be satisfactory to us in form, substance and coverage. You must deliver a certificate of the issuing insurance company evidencing each policy to us within ten days after the policy is issued or renewed.

We have also developed and will maintain standards and specifications for use of our marks in your advertising materials. You must obtain our prior written consent to your use of all materials, as is more fully described in Item 11 of this Franchise Offering Circular.

The costs of goods and services you must initially purchase from us or our designated suppliers is normally less than 1% of your total initial investment, and the ongoing costs of goods and services that you must purchase from us or our designated suppliers on a monthly basis is normally less than 1% of your monthly operating costs.

Periodically we may negotiate with vendors for you to receive discounts. We have negotiated agreements under which you may receive discounts on services like insurance and background checks. We do not provide you any benefits based upon your use of approved suppliers, other than the benefits inherent in the arrangements themselves.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section In The Franchise Agreement	ITEM In the Offering Circular
a. Site selection and acquisition/lease	N/A	ITEM 7
b. Pre-opening purchases/leases	N/A	ITEMS 5 and 8
c. Site development and other pre-opening requirements	N/A	N/A
d. Initial and ongoing training	Sections 5.1 and 7.21	ITEM 11
e. Opening	Sections 7.2.1 and 7.11	ITEM 11
f. Fees	Section 6	ITEMS 5 and 6

	Obligation	Section In The Franchise Agreement	ITEM In the Offering Circular
g.	Compliance with standards and policies/Operating Manual	Sections 3.44 and 7.2.2	ITEMS 8, 11 and 16
h.	Trademarks and proprietary information	Sections 7.1, 7.8, and 9.1, Attachment 9	ITEMS 13 and 14
i.	Restrictions on products/services offered	Sections 5.5, 7.2.3, and 7.4.2	ITEM 16
j.	Warranty and customer service requirements	Section 7.2.4	N/A
k.	Territorial development and sales quotas	N/A	ITEM 12
l.	Ongoing product/service purchases	N/A	ITEM 8
m.	Maintenance, appearance and remodeling requirements	N/A	N/A
n.	Insurance	Section 7.5	ITEMS 7 and 8
o.	Advertising	Sections 7.1.3 and 8	ITEMS 6, 8 and 11
p.	Indemnification	Section 9.4	ITEM 13
q.	Owner's participation/management/staffing	Section 7.3.1	ITEM 15
r.	Records and reports	Section 7.4	ITEM 6
s.	Inspections and audits	Sections 6.3 and 7.2.5	ITEM 6
t.	Transfer	Section 10	ITEMS 6 and 17
u.	Renewal	Section 4.5.2	ITEMS 6 and 17
v.	Post-termination obligations	Section 11.3	ITEM 17

Obligation		Section In The Franchise Agreement	ITEM In the Offering Circular
w.	Non-competition covenants	Sections 7.10 and Attachment 10	ITEM 17 and Attachment 10
x.	Dispute resolution	Sections 12.7-12.10 and 12.13	ITEM 17
y.	Books and Records	Section 7.4	ITEM 11

ITEM 10

FINANCING

We do not currently offer direct or indirect financing, however, we reserve the right to offer financing in the future. We will not guarantee your note, lease or other obligations.

ITEM 11

FRANCHISOR'S OBLIGATIONS

Except as list below, we need not provide any assistance to you.

Pre-Opening Services

Length of Time Before Beginning Operation

We are not responsible for assisting you in selecting a site for your franchised business, nor are you required to obtain our approval of your site. Many franchisees will operate their franchised Offices from their homes. The success of your business will not depend upon the location of your Office. However, if at any time we notify you that, in its reasonable discretion, the location or condition of your office materially damages the goodwill associated with our marks, you must relocate the Office within 60 days. (Franchise Agreement § 7.2.5)

The length of time between your signing the Franchise Agreement and beginning operation will normally be about 60 days. Major factors affecting the length of time before opening will be whether you participate in the first available initial training session, how long you take to fulfill previous employment commitments, how long it takes you to hire and train personnel (if applicable) and how quickly you initiate your marketing campaign.

List of Products, Supplies, Services and Marketing Materials Included with Franchise

- **Tools:**

- Spades
- Rake
- Large and small dustpans
- Buckets
- 2 gallon sprayer
- Brush
- Metal Shovel
- Combo locks
- Lock boxes
- Large garbage bags
- Dog-friendly. pepper-type spray
- Measuring cup and spoon
- Homemade gate opening tool
- Hand cleaning wipes
- Cleaning rags
- Spray Bottle
- File Folder briefcase

- **Franchise Training and Supplies:**

- Operations Manual
- Marketing Manual
- Employee Training Manual
- Pre-Training Manual
- Four nights at Frisco, TX hotel during Franchisee training
- Unlimited ARF training and support
- One year of unlimited ARF tech support
- Letterhead
- Small Business Wall Street Customized Premium Business Software Program
- Small Business Wall Street Complete Advanced Program - Training and Support
- 72 hour per week access to billing center support
- 72 hour per week access to call center support
- Weekly one-on-one accountability and support calls
- Participation in weekly group conference calls and training calls

- **Marketing Materials:**

- Ongoing training and support for all marketing efforts
- Residential brochures
- Mini-residential brochures
- Residential brochure stands
- Residential postcards
- Commercial brochures
- Commercial postcards
- Yard signs
- You've Been Scooped Door Hangers
- Your Neighbor Uses Us Door Hangers
- FYI Door Hangers
- Sorry We Missed You Door Hangers
- Got Poop? Door Hangers
- Full truck wrap and installation for Nissan Frontier or \$2,800 towards another truck Wrap
- Pet Butler Got Poop? Pens
- Personalized Business Cards
- Fridge magnets
- Vehicle magnets

- Complete Welcome Packets
- Pet Waste Station marketing information

- **Uniforms and Supplies:**
 - Ball cap
 - Visor
 - Safari-style hat
 - Golf shirts
 - Long-sleeve shirts
 - Shorts
 - Pants
 - Bug Spray
 - First aid kit
 - Jacket

- **Products:**
 - Don't Go There
 - Odor Eliminator
 - Parvocidal Disinfectant
 - Urine Stain Eliminator
 - Stool Dissolver
 - Flea, Tick and Mosquito Eliminator
 - Vegetable Oil
 - Piddle Posts
 - Lawn Repaid for Yellow Dog Spots
 - Gee Whiz Treats
 - Gee Whiz Liquid
 - Deter

Training

We will train you and a manager in the methods and Systems of our operations. The training is mandatory for all new and transfer franchisees and will be conducted at the Corporate Headquarters in Frisco, Texas, a suburb of Dallas, Texas or another location designated by us. Franchisees will receive pre-training information for study and preparation prior to attending the initial training program. The training program lasts four and a half days and consists of an in-depth review of our Operations Manual in a classroom environment as well as on-the-job training through simulation at a predetermined location. Franchisees and/or their managers will receive no compensation for attending the mandatory training. All persons attending training must complete the training program to our satisfaction.

The mandatory initial training program given by us at our Corporate Headquarters in Frisco, Texas will cover the following subjects:

SUBJECT	INSTRUCTIONAL MATERIAL	HOURS OF CLASSROOM TRAINING	DESCRIPTION
Historical Background	Operations Manual	½	Familiarize you with the historical background of the Company
Corporate Philosophy	Operations Manual	½	Familiarize you with the Company's philosophy
Basic Management and Pre-Opening	Operations Manual	2	Familiarize you with the day to day operations, how to hire employees and hands on experience with the tools used.
Opening Procedures	Operations Manual	3	Plan the opening of your Territory, find a central office, and help you fill out local, state, and federal paperwork needed for your area
Working Management	Operations Manual	2	Hands on training
Daily Operation Procedures	Operations Manual	2	Hands on training
Insurance and Legal	Operations Manual	2	Assistance with insurance and legal documents necessary to maintain your franchise
Recruiting	Operations Manual	3	Assistance with recruiting employees
Hiring Procedures	Operations Manual, Employee Manual and Training Manual	7	Hiring procedures and employment law related issues
Payroll	Operations Manual	2	Assistance with payroll needs and requirements

SUBJECT	INSTRUCTIONAL MATERIAL	HOURS OF CLASSROOM TRAINING	DESCRIPTION
Marketing/Networking Program	Operations Manual and various marketing material	9	Growth strategies, organizational skills, bidding and scheduling jobs
Advertising	Operations Manual	2	Reviewing package, successful strategies, timeline, etc.
Services	Operations Manual	3½	Discussion and explanation of each of the services offer by the Company
Scheduling	Operations Manual	2	Assistance with scheduling and managing customer accounts
Invoicing	Operations Manual	1½	Explanation of Company invoicing
Overview of Software	Operations Manual	2½	Overview of Company software and use
Reporting Requirements	Operations Manual	1½	Discussion of reporting requirements

Our staff will administer the initial training program. You and your Designated Manager must attend and complete the initial training program to our reasonable satisfaction within sixty (60) days after signing the Deposit Agreement. If you or your Designated Manager fail to satisfactorily complete the initial training program, this is a material default under the Franchise Agreement. Replacement managers must be trained by us.

There is a \$1,000 fee for each additional attendee. You must pay all incidental training expenses, such as travel, meals and lodging, for additional employees. We will not pay you or your employees for any work they perform as part of the initial training program.

For all mandatory training provided by us, you will be responsible for paying any incidental costs, such as travel, meals and lodging expenses that you or your employees incur during training.

We also provide for an optional three (3) days of additional “on-site” follow-up training. The follow-up training is provided free of charge but you must arrange and pay for mutually satisfactory travel and accommodation expenses for the trainer. It is recommended that this training take place within forty-five (45) days of the training at the Corporate Headquarters in Frisco, Texas. We may periodically offer additional training or refresher courses.

During the operation of the franchised business, we will:

1. Periodically, conduct meetings and seminars to increase your general and specific knowledge on matters pertaining to the business and operation of your Pet Butler franchise. Training attendance may be mandatory.
2. Provide you with a copy of our confidential Operations Manual.

Advertising and Promotional Fund

We will receive, hold and spend contributions in connection with producing and conduction advertising related franchise operations and system products and services. The central Advertising and Promotional Fund will be accounted for separately from other Pet Butler funds and will not be used to defray any of the general operating expenses, except for such reasonable salaries, administrative cost, travel expenses and overhead expense as we may incur in activities related to the administration of the Advertising and Promotional Fund and its programs including conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the Advertising and Promotional Fund. The maximum percentage of gross sales that we can require you contribute each week to the Advertising and Promotional Fund may not exceed two percent (2%) of gross sales. The media in which advertisements may be disseminated include, but is not limited to, print ads, radio and television spots and may be conducted on an area, regional, national or international basis. We may work with an advertising agency to create and place advertising. We may spend, on behalf of the Advertising and Promotional Fund, in any fiscal year an amount greater or less than the aggregate contribution of all franchisees to the Advertising and Promotional Fund in that year, and the Advertising and Promotional Fund may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Advertising and Promotional Fund will be used to pay advertising cost before other assets of the Advertising and Promotional Fund are expended. Advertising and Promotional Fund contributions will not be used to establish additional franchises. We will prepare an annual unaudited statement of monies collected and the cost incurred by the Advertising and Promotional Fund and will furnish it to you upon written request. The Advertising and Promotional Fund has not been established prior to the date of this Offering Circular.

Neither we nor the Advertising and Promotional Fund shall undertake an obligation to ensure that expenditures by the Advertising and Promotional Fund which are in or affecting any geographic area are proportionate or equivalent to contributions to the Advertising and Promotional Fund by franchisees operating in such geographical area or that your franchise will benefit directly or in proportion to your contribution to the Advertising and Promotional Fund. Neither we nor the Advertising and Promotional Fund shall be liable to you with respect to the maintenance, direction or administration of the Advertising and Promotional Fund, including without limitation, with respect to contributions, expenditures, investments or borrowings, except for acts constituting willful misconduct.

The funds collected by the Advertising and Promotional Fund, and any earnings thereof, are not, and shall not, be an asset of Pet Butler or any of its franchisees.

Selection and Installation of Computer Equipment and Software

You must purchase computer hardware and software in accordance with our specifications. You must have high-speed Internet access through an independent Internet service provider (ISP) and a persistent Internet connection via cable, DSL or satellite access. We currently recommend as your web browser Microsoft Internet Explorer, version 6.1 or higher. All work stations and servers must have approved anti-virus protection. You should also obtain the most recent versions of Microsoft Office, Microsoft Publisher, and Quickbooks Enterprise Solutions. Substitutes are not acceptable. You must also have a Windows 2000 or newer operating system. To run this software, you must have an IBM-compatible personal computer with the latest Intel processor, Windows XP Pro or Home, at least 256 megabytes of RAM, and a minimum of one gigabyte of available hard-disk space. You will also need a mouse, VGA monitor, color laser printer (not an ink-jet) and color scanner.

When components of your computer system are upgraded by their manufactures, we may require you to purchase the upgraded components. Normally, you will not be asked to upgrade more than once a year.

You will use Administration Routing Franchise Collaboration and Communication ("ARF") which is our Custom Proprietary software for managing your franchise. You will also use our mobile version of ARF humorously referred to as PoopNet which integrates the power of ARF through the use of the Nextel Blackberry GPS Mobile Phone to get information into the hands of your service technicians in the field. ARF will be provided to you free of charge during the first year by us. You will be responsible for paying the vendor's monthly charge for ARF and PoopNet in the second and subsequent years. The current monthly charge is \$69.00 and may increase in the future. This price may increase in the future but is limited to a 20% increase in price per year.

You will also use QuickBooks Enterprise Solutions to perform bookkeeping functions and maintain the financial information for your franchise. We will provide this software for use in your franchise at no additional charge to you.

You may also use Microsoft Office for marketing and general word processing functions including Microsoft Publisher to produce employee manuals, training manuals, marketing materials and other documents. We will provide disks and/or online access to files containing ready-made templates but will not provide this software. To produce finished documents, you need only input your own business address and particulars.

We may require you to purchase or lease computer communications equipment and software that meet specifications set out in the Manual. This will facilitate the creation of standardized financial records and their electronic transmittal to or from us. You may also be required to install and maintain a separate telephone line by which your computer may be accessed by modem for periodic data polling. (Franchise Agreement § 7.4.2). Although we will have a contractual right to access your computer in this manner, it will be physically unable to do so without your active, continuing cooperation. You will be required to purchase and require your manager and require your manager and techs to carry a Nextel Blackberry GPS enabled, walkie-talkie phone. The current model being used is the Model 7520. Service may be obtained through your local cellular phone provider.

You must to keep books and business records according to our format and use our recommended accounting software.

Operations Manual

We will lend you one (1) copy of our Confidential Operations Manual (the "Manual") which contains mandatory and suggested specifications, standards and operation procedures as we prescribe and may also include information relative to your Franchise Agreement. The Manual may be amended or modified periodically by us to reflect changes in our System. You must keep the Manual confidential and current, and may not copy any part of the Manual (Franchise Agreement § 5.4). We will permit you to review the Manual, under the supervision of its employee or agent, at a mutually convenient time and place before you enter into a deposit or franchise agreement. Any disclosure of the content of the Manual will be a breach of this Agreement. Should any dispute arise about the latest edition of the Manual, the one kept by us at our Corporate Headquarters shall be controlling.

Post-Opening Services

Advertising Services

You agree to submit to us copies of all advertising materials that you propose to use at least two (2) weeks before the first time they are broadcast or published. We will review the materials within a reasonable time and will promptly notify you in writing as to whether it approves or rejects them. We may not withhold its approval unreasonably. Advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if we have approved specified materials, it may later withdraw its approval if it reasonably believes it necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentation in the advertising material. You must submit a tear sheet of each advertisement you run (Franchise Agreement § 7.1.3).

There is a central advertising fund which we will advertise and market in your territory. You must contribute to this fund. Contributions are currently 2% of your Gross Revenue. If requested by us, you must also spend additional funds on local advertising or marketing within your territory. (Franchise Agreement § 8.4). There is no franchisee advertising council to advise us on advertising policies at this time, but we will continually consider ongoing franchisee feedback regarding advertising policies. You will not be required to participate in a local advertising cooperative, but you will be encouraged to cooperate with other franchisees in local advertising.

ITEM 12

TERRITORY

Your designated territory will be identified in an exhibit to your Franchise Agreement. The boundaries of your territory will coincide with the boundaries of one (1) or more adjacent zip codes. You may establish your Pet Butler office at a site of your selection provided that the site is located within your territory. You may relocate your Pet Butler office at any time provided that the

new site is also located within your territory. You will be permitted to engage in direct solicitation of clients only within the boundaries of your territory. You may service a client that resides outside your territory if: (i) you solicit the client within your territory, (ii) the client is specifically referred to you by one of your other clients or a third person not associated with you, or (iii) an existing client of yours subsequently moves to a new home that is located outside your territory. You do not receive the right to acquire additional franchises.

You will not be granted an exclusive territory because other *Pet Butler* franchisees may, under the limited circumstances described below, service clients whose homes are located within your territory. However, we will permit no more than 1 *Pet Butler* franchise to be operated, whether by us or another franchisee, for every 200,000 residents in the county in which your territory is located. Accordingly, we may establish, or license another franchisee to establish, a *Pet Butler* business at any location within your territory, and such business may directly compete with you, provided that we comply with the formula described above. All population determinations will be based on the most recent United States Department of Commerce Census Bureau census data.

A third-party *Pet Butler* franchisee will be permitted to service a client whose home is located within your territory only under three circumstances. First, a third-party *Pet Butler* franchisee may service any client (regardless of location) that he or she directly solicits in person if the solicitation physically takes place in that franchisee's territory. Second, a third-party *Pet Butler* franchisee may service any client (regardless of location) if the client specifically requests the services of that franchisee in response to a referral from one of the franchisee's clients or a third person not associated with the franchisee. Third, a third-party *Pet Butler* franchisee may continue to service an existing client who subsequently moves to a new home, regardless of the location of the new home.

Although you will not have the exclusive right to service clients located within your territory, you will be granted exclusive direct solicitation marketing rights within your territory, meaning that only you will be permitted to engage in direct face to face solicitation of prospective clients while physically located within your territory, regardless of the location of those clients' homes.

We do not require that you meet certain minimum sales quotas as a condition to retaining the rights to your franchise.

ITEM 13

TRADEMARKS

Under the Franchise Agreement, we will grant you the non-exclusive right to operate your franchise business under the name Pet Butler. You may also use any future trademarks operate your business. By trademark or mark, we mean the trade names, trademarks, service marks, and logos used to identify your business. Trademark registration applications have been filed for the primary trademarks set forth below. By not having a Principal Register federal registration for the trademarks, Company does not have certain presumptive legal rights granted by a registration.

1. "Pet Butler"
2. "America's Pet Waste Cleanup Service"
3. "Picking Up where your dog left off..."
4. "Too pooped to scoop?"
5. "Entre-manure"
6. "Got poop?"
7. "#1 in the #2 Business!"
8. "Your pet's 'business' is our business!"
9. "Pooperscoopers"
10. "Leave the disgusting job to us!"

There are no effective determinations of the United States Patent and Trademark Office, Trademark Trial and Appeals Board, the trademark administrator of any state listed in the attached exhibits, or any court. There are not pending infringements, oppositions or cancellations concerning the principal trademarks. There is no pending material litigation involving the principal trademarks.

You must promptly notify us of any attempted infringement or unauthorized use of our trade names, trademarks, or its System. You must promptly advise us in writing of any claim, demand, or suite against you or against your principals based upon or arising in connection with your use of the trade names, trademarks, or its System. We are not required to prosecute or defend you in connection with any infringement action. If it elects to prosecute the infringement claim or defend you in connection with an infringement action, however, you must sign all documents and do such acts and things as may reasonably be necessary to assist it in the prosecution or defense of such claim. We have the right to control all administrative proceedings and litigation involving the trade names, trademarks, or its System. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the trade names, trademarks, or the System, or if the proceedings is resolved unfavorably to you.

We have the right to modify or discontinue the use of any of the trade names, trademarks, or its System in its sole and absolute discretion, and you must make the appropriate changes as we direct. We are not required to reimburse you for the costs of complying with the change.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own certain copyrights in the Manual, and other copyrightable items which are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights and need not do so to protect them. You may use these items only as we specify while operating your Franchised Medical Spa and you must stop using them if we direct you to do so.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain Confidential Information, including trade secrets, methods of business management, marketing and advertising techniques, and know-how, knowledge of, and experience in, operating a Pet Butler business. We will disclose Confidential Information to you in the training program, the Manual and as a result of the assistance we furnish you during the term of the franchise. You will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Pet Butler business during the term of the Franchise Agreement, and you acknowledge that the use or duplication of the Confidential Information in any other business venture would constitute an unfair method of competition.

You may only divulge Confidential Information to employees who must have access to it in order to operate the Pet Butler business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals having access to Confidential Information, including your owners (and members of their immediate families and households), officers, directors, executives, managers, employees and members your staff may be required to sign nondisclosure and non-competition agreements the same as or similar to the Nondisclosure and Non-competition Agreement to the Franchise Agreement.

All ideas, concepts, techniques, formulas, methods and techniques concerning the Pet Butler business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property. We may or may not choose to incorporate such developments into our System and disclose them to other franchisees. We will disclose to you developments by other franchisees which we incorporate into our System. You must assist us in obtaining intellectual property rights in any concept or development if we request your assistance.

We consider much of the information contained in the Manual to be confidential and, accordingly, require your Related Parties to sign confidentiality agreements in regard to its contents. The confidentiality agreement also makes signers responsible for protecting trade secrets described in the Franchise Agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We require that you actively participate in the management, operation, and supervision of the franchise. We may, however, agree in writing to allow someone other than you to act as the on-premise manager. That person must complete our training program and cannot have any interest or business relationship with any of our competition and must sign a written agreement to maintain confidentiality of the proprietary information and trade secrets described in Item 14 and conform with the covenants not to compete as described in Item 17 and in the form of Attachment 4 to the Franchise Agreement. You must send a copy of this agreement to us within ten (10) days after it is signed.

There is no requirement that your Designated Manager have an equity interest in your Office.

All owners must personally guaranty all obligations under the Franchise Agreement pursuant to the form of the guaranty attached to the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT YOU MAY SELL

You must offer your customers professional pet waste cleanup and removal services and only the services that we have authorized you to provide. Requests to do additional pet related services will be reviewed and authorized based on your meeting state requirements and are in compliance with your franchise agreement. Periodically, we may change the types of services that you are authorized to offer. There is no contractual limit on our right to change the types of authorized services.

Please see Item 12 for geographic limitations on the customers whom you may serve.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The table below briefly summarized certain important provisions of the franchise agreement and related agreements. You should read the complete provisions in the documents attached to this offering circular.

PROVISION		SECTION IN THE FRANCHISE AGREEMENT	SUMMARY
a.	Term of the franchise	Section 4.5.1	The initial term is ten (10) years.
b.	Renewal or extension of the term	Section 4.5.2	If you meet conditions, you can renew for consecutive additional 5-year terms.
c.	Requirements for you to renew or extend	Sections 4.5.2	Sign new agreement (including guaranty), be in good standing give 120 days' notice, sign release, ad pay renewal fee of 20% of the then current franchise fee.
d.	Termination by you	Section 11.2	You may terminate this Agreement if we fail to take reasonable steps to attempt to cure a material breach of this Agreement upon sixty (60) days' written notice to cure the default. Termination will be valid only if the conditions of the section of this Agreement entitled "Rights and Obligations After Termination," are met in full within the specified time periods.
e.	Termination by us without cause	None	
f.	Termination by us	Section 11.1.1, 11.1.2	We may terminate the Franchise Agreement only if

PROVISION	SECTION IN THE FRANCHISE AGREEMENT	SUMMARY
		you default.
g.	“Cause” defined- defaults which can be cured	Section 11.1.2 You have 5 days to cure non-payment defaults; you have 30 days to cure other defaults that can be cured.
h.	“Cause” defined- defaults which cannot be cured	Section 11.1.2 Noncurable defaults include conviction of felony, misrepresentation in securing franchise, abandonment, repeated defaults, misuse of marks, unapproved transfer, insolvency, competition with us.
i.	Your obligations on termination/nonrenewal	Section 11.3 Obligations include complete identification and payment of amounts due, discontinuing use of the Marks and client lists, return of all of our Manuals and other property, assigning phone numbers, and more.
j	Assignment of contract by us	Section 10.7 We have the right to sell or assign the agreement in whole or in part.
k.	“Transfer” by you- definition	Section 3.52 Includes transfer of contract or assets or ownership change.
l.	Our approval of transfer by you	Section 10.1 We have the right to approve all transfers but will not unreasonably withhold approval, if conditions are satisfied.
m.	Conditions for our approval of transfer	Sections 10.1 – 10.4 New franchisee must qualify, pay a transfer fee, complete any training required, and sign the then current agreement

PROVISION	SECTION IN THE FRANCHISE AGREEMENT	SUMMARY
		and you must sign a release.
n.	Our right of first refusal to acquire your business	Section 10.3 We have the right to match any offer to buy your business. We have thirty days to agree to purchase your franchise under the same terms.
o.	Our option to purchase your business	None We have the option to buy your business upon Termination of the Franchise Agreement.
p.	Your death or disability	Section 10.6 Your shareholders, heirs or legacies must meet our approval and must qualify or have 120 days to sell.
q.	Non-competition covenants during the term of the franchise	Section 7.10 and Attachment 6 You may have no involvement in any competing business in any our Territory or engage in marketing or selling services anywhere outside your Territory.
r.	Non-competition covenants after the franchise is terminated or expires	Section 7.10 and Attachment 6 You may have no involvement in any competing business for two (2) years following the termination or expiration of your franchise agreement within your previous territory or within seventy-five (75) miles of your Territory.
s.	Modification of the agreement	Sections 12.4 and 12.6 The Franchise Agreement shall only be modified by written agreement between you and us; we may change

PROVISION	SECTION IN THE FRANCHISE AGREEMENT	SUMMARY
		the Manual at our discretion.
t.	Integration/merger clause	Only the terms of the Franchise Agreement are binding (including its attachments) subject to state law. Any other promises or agreements are not enforceable.
u.	Dispute resolution by arbitration or mediation	Except for certain claims, all disputes must be mediated and/or arbitrated in Dallas, Texas, unless your state law prohibits.
v.	Choice of forum	Any litigation must be pursued in courts located in Dallas County, Texas unless your state law prohibits (see State Specific Disclosures).
w.	Choice of law	Texas law applies, subject to your state law, except that disputes regarding the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

The following states have statutes that may supersede the Franchise Agreement and other related agreements in your relationship with us. The statutes may affect the enforceability of provisions in the agreement relating to termination; transfer; renewal; covenants not to compete; choice of law and jurisdiction; venue selection; waiver and releases of claims; injunctive relief; waiver of rights to jury trial; punitive and liquidated damages and other remedies; arbitration; and discrimination between franchisees: Arkansas Code Ann. § 4-72-201 (Mich. 1993); California Corp. Code §§ 31000-31516 (West 1994); Cal. Bus. & Prof. Code §§ 20000-20043 (West 1994); Connecticut Gen. Stat. § 42-133e (1994); Delaware Code Ann. Tit. 6 § 2552 (1993); Hawaii Rev. Stat. § 482E-1 — 482E-12 (1993); Illinois Rev. Stat. Ch. 815 par. 705/1 — 705/44 (1994); Indiana Code §§ 1 — 51 (1994); Ind. Code Ann. §§ 23-2-2.7 (West. 1994); Iowa Code 523H.1 — 523H.17 (1994); Maryland Code Ann., Bus. Reg. §§ 14-201 — 14-233 (1994); Michigan Comp. Laws §§ 445.1501 — 445.1545 (1994); Minnesota Stat. §§ 80C.01 — 80C.22 (1994); Minn. Stat. §§ 80C.01

—8OC.14 (1994); Mississippi Code Ann. § 75-24-51 (1993); Missouri Ann. Stat. § 407.400 (Vernon 1994); Nebraska Rev. Stat. § 87-401 (1993); N.J. Stat. Ann. § 56:10-1 (West 1994); N.Y. Gen. Bus. Law §§ 680-695 (1994); ND. Cent. Code 51.19-01 (1993); Oregon Rev. Stat. §§ 650.005- 650.085; Rhode Island Gen. Laws §§ 19-28.1-1 — 19-28.1-34 (1993); South Dakota Codified Laws Ann. §§ 37.5A.1 — 31-5A-87 (1994); Texas Rev. Civ. Stat. Ann. Art. § 16.01 (1994); Virginia Code Ann. §§ 13.1-557 — 13.1-574; Washington Rev. Code §§ 19.100.010 - 19.100.940 (1994); Wisconsin Stat. §§ 553.01 — 553.78 (1996); Wis. Stat. §§ 135.01 — 135.07 (1984). These and other states may have fair practice laws and other civil statutes affecting contracts. There may also be state and federal court decisions that affect the enforcement of provisions in the Franchise Agreement and other related agreements. Federal law may preempt these laws and regulations with respect to arbitration.

We reserve the right to challenge the enforceability of any state law listed above that declares void or unenforceable any provision in the Franchise Agreement by bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you initiate.

A provision in the Franchise Agreement that terminates the agreement on your bankruptcy may not be enforceable under Title 11, United States Code Section 101.

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote its franchise at this time.

ITEM 19

EARNINGS CLAIMS

We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Pet Butler franchise. Actual results vary from Office to Office and we cannot estimate the results of any particular franchise.

ITEM 20

LIST OF OFFICES

**FRANCHISED BUSINESS STATUS SUMMARY
FOR THE YEAR ENDING DECEMBER 31, 2003**

State	Transfers	Cancelled Or Terminated	Not Renewed	Reacquired By Company	Left The System Other	Total From Left Columns	Franchises Operating At Year End
Total	0	0	0	0	0	0	0

Exhibit F contains a list of franchisees who have had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the application date.

**STATUS OF COMPANY AND AFFILIATE-OWNED BUSINESSES
FOR THE YEARS ENDING DECEMBER 31, 2003/2002/2001**

STATE	BUSINESSES CLOSED DURING YEAR	BUSINESSES OPENED DURING YEAR	TOTAL BUSINESSES OPERATING AT YEAR END
Texas*	0/0/0	0/0/0	0/0/0
Total	0/0/0	1/0/0	1/0/0

* The Pet Butler business referred to in this table is owned and operated by our Affiliate.

**PROJECTED OPENINGS DURING THE UPCOMING
YEAR ENDING DECEMBER 31, 2005**

STATE	FRANCHISE AGREEMENTS SIGNED BUT BUSINESS NOT OPEN	PROJECTED NEW FRANCHISED BUSINESSES IN 2005	PROJECTED COMPANY-OWNED OPENINGS IN 2005
Arizona	0	1	0
California	0	2	0
Florida	0	1	0
Georgia	0	1	0
Kansas	0	1	0
Louisiana	0	1	0
Illinois	0	1	0
Nevada	0	1	0
New Jersey	0	1	0
New York	0	1	0
North Carolina	0	1	0
Ohio	0	1	0
Oklahoma	0	2	0
Pennsylvania	0	1	0
Texas	0	4	0
All*	0	36	0

*We intend to offer and sell franchises throughout the United States including those states which require registration (once we obtain approval from the appropriate state authorities).

ITEM 21

FINANCIAL STATEMENTS

The pro forma financial statements of Pet Butler Franchise Services Corp., Inc. appears in Exhibit B to this Offering Circular as projected by Francorp Inc., the world's leading franchise development and consulting.

ITEM 22

CONTRACTS

The following agreements are proposed for use in this state: Deposit Agreement, Franchise Agreement, Authorization Agreement for Pre-arranged Payment, Conditional Assignment of Telephone Numbers, Non-disclosure and Non-competition Agreement and Personal Guaranty.

ITEM 23

RECEIPT

Attached, as the last page of this Offering Circular is a Receipt. Please sign it and return it to us. A duplicate of the Receipt is also attached for your records.

[THIS SPACE INTENTIONALLY LEFT BLANK]