

UNIFORM FRANCHISE OFFERING CIRCULAR

RECEIVED
DEPT OF CORPORATIONS
SAN FRANCISCO



'06 JUN 23 A10:14

Expetec Corporation
a South Dakota corporation
12 2nd Avenue SW
Aberdeen, South Dakota 57401
Tel. 605-225-4122

OUR franchisees offer and sell information technology products and services related to network security, business continuity, web services and design and administration of networks and systems. In addition, franchisees offer and sell information technology consulting services, and mobile repair, maintenance, upgrade, installation, and warranty services for computers, telecommunications and other office equipment. OUR franchisees can also sell computers and computer hardware, parts, and accessories. Those products and services are provided from office locations and on site.

The Initial Franchise Fee for a Mid Market Franchise is \$35,000. The estimated initial investment required for a Mid Market Franchise ranges from \$71,800 to \$111,500. The Initial Franchise Fee for a Large Market Franchise is \$45,000. The estimated initial investment required for a Large Market Franchise ranges from \$81,800 to \$121,500. The initial investment will vary substantially depending upon the size and location of YOUR business.

Risk Factors:

1. UNLESS OTHERWISE AGREED BY US AND YOU, THE FRANCHISE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN MINNESOTA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN MINNESOTA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT SOUTH DAKOTA 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. MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE

CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, PURSUANT TO MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J, THIS SECTION SHALL NOT IN ANY WAY ABROGATE OR REDUCE ANY RIGHTS OF THE FRANCHISEE 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. INDIANA CODE, TITLE 23, ARTICLE 2, CHAPTER 2.7, SECTION 1. (10) PROVIDES THAT WE CANNOT LIMIT, IN ANY MANNER WHATSOEVER, LITIGATION BROUGHT FOR BREACH OF THE FRANCHISE AGREEMENT.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information about comparisons of franchisors is available. Call the State Administrators listed in Exhibit A or your public library for sources of information.

Registration of this franchise with the state does not mean that the state recommends it or has verified the information in this offering circular. If you learn that anything in this offering circular is untrue, contact the Federal Trade Commission and the State Administrators listed in Exhibit A.

Effective Date: South Dakota
New York

May 18, 2006

**EXPETEC CORPORATION
UNIFORM FRANCHISE OFFERING CIRCULAR**

**12 2ND AVENUE SW
ABERDEEN, SOUTH DAKOTA 57401
(605) 225-4122**

**INFORMATION FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE FEDERAL TRADE COMMISSION**

*** * * * ***

TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ ALL OF YOUR CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE. IF POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW. THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

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

TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
1	The Franchisor, its Predecessors and Affiliates	1
2	Business Experience	2
3	Litigation	4
4	Bankruptcy	5
5	Initial Franchise Fee	5
6	Other Fees	6
7	Initial Investment	11
8	Restrictions on Sources of Products and Services	16
9	Franchisee's Obligations	17
10	Financing	19
11	Franchisor's Obligations	19
12	Territory	23
13	Trademarks	24
14	Patents, Copyrights and Proprietary Information	26
15	Obligation to Participate in the Actual Operation of the Franchise Business	26
16	Restrictions on What the Franchisee May Sell	26
17	Renewal, Termination, Transfer and Dispute Resolution	27
18	Public Figures	30
19	Earnings Claims	31
20	List of Franchises	32
21	Financial Statements	40
22	Contracts	40
23	Receipt	41

EXHIBITSPAGE

A.	Names and Addresses of State Administrators and Federal Trade Commission	41A
B.	List of Registered Agents	41B
C.	Financial Statements	41C
D.	Franchise Agreement	41D
E.	State Addenda	41E
F.	Personal Guaranty	41F
G.	Non-Disclosure, Confidentiality and Non-Competition Agreement	41G
H.	Acknowledgement of Receipt	41H
I.	Table of Contents for Manuals	41I

ITEM 1

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To make it easier to read this Offering Circular, "OUR", "US, and "WE", means Expetec Corporation, the franchisor. Any reference to "System" means the franchise system of Expetec Corporation. "YOU", "YOUR", or "YOURS" means the person or entity which buys the franchise. If the buyer of the franchise is a corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, or other business organization, the terms "YOU", "YOUR", or "YOURS" also include the individual owners of interests in those entities. If YOU hire a manager to supervise the day-to-day operations of YOUR business, the terms "YOU", "YOUR", or "YOURS" include, where appropriate, YOUR manager.

Expetec Corporation is a South Dakota corporation that was organized on November 3, 1995. On November 21, 2003, WE changed OUR name from Computer Doctor International, Inc., to Expetec Corporation. Expetec Corporation offers franchises under the mark Expetec. OUR principal business address is 12 2nd Avenue SW, Aberdeen, South Dakota 57401. OUR agents for service of process are disclosed in Exhibit B.

OUR franchisees offer and sell information technology products and services related to network security, business continuity, web services, and design and administration of networks and systems. In addition, franchisees offer and sell information technology consulting services, and mobile repair, maintenance, upgrade, installation, and warranty services for computers, telecommunications and other office equipment. OUR franchisees can also sell computers and computer hardware, parts, and accessories. These products and services are provided from office locations and on site. WE have offered franchises to the public since January, 1996. WE , will operate an Expetec business in Aberdeen, South Dakota which is similar to the franchise offered.

As an Expetec franchisee, YOU operate a business which offers and sells information technology products and services; those services are related to network security, business continuity, web services, and design and administration of networks and systems. In addition YOUR business will sell and provide information technology consulting services, and in-office and mobile repair, maintenance, upgrade, installation, and warranty services for computers, telecommunications, and other office equipment. YOUR business can also sell computers, computer hardware, parts, accessories, and equipment. These products and services are provided from an office location and on site. An office location, will typically consist of 300 to 700 square feet of space.

YOUR business must be operated in conformance with the specified standards of the System. Also, as a part of the System, YOU may be required to participate in promotional programs and other efforts to promote the overall success of the System. It is YOUR obligation to select the specific site for YOUR business subject to OUR right to disapprove YOUR site if the planned site is in proximity to any governmental or business activity which could detrimentally affect the System.

The general market for Expetec services consists of businesses, offices, schools, and other entities which use technology related equipment. To promote the growth of YOUR business, YOU will need to actively and continuously seek new customers. In most instances, YOU or a designated salesperson will make "cold calls" on potential accounts within YOUR Franchised Area. YOU will also need to foster continuing relationships with existing customers. YOUR predominant competition for retail product sales are local, independently owned businesses, selling the same types of products and services; competitors also include national chains of retail stores, some of which are franchised, which sell the same products and services, and national manufacturers who specialize in direct sales to consumers. YOUR business may also be in competition with national contract providers which provide similar services for large scale users; those large contract providers are not normally available to, or economical for, smaller businesses, offices, and schools. The products and services provided by Expetec franchisees are generally not provided through other independently owned and operated franchised businesses.

YOU are subject to the laws and regulations which apply to all businesses generally. YOU also need to investigate and determine the existence of local laws or regulations which may apply to YOUR business.

WE have no predecessors. As explained in Item 8, YOU are required to buy specific proprietary products for sale to customers; those products can be purchased from US or from any authorized vendor or manufacturer. YOU are not required to buy any services from US except those related to website hosting. YOU are not required to buy any other products, or services from US.

ITEM 2

BUSINESS EXPERIENCE

Chairman of the Board and Director: Tom Aman

In February, 2006, Tom Aman became Chairman of the Board, and a Director of Expetec Corporation. Since 1996, Mr. Aman has been involved in real estate development as the

President of Blackstone Developers, L.L.C., in Aberdeen, South Dakota. Mr. Aman is also a partner of JetCo., a licensed South Dakota financial company in Aberdeen, South Dakota, specializing in providing venture capital for emerging businesses. Tom Aman has approximately 50 years of business experience as a self-employed entrepreneur. Mr. Aman founded Aman Collection Service in Aberdeen, South Dakota, in 1957. That business merged with Wells Fargo Corporation, in Aberdeen, South Dakota, in 1996. Mr. Aman serves on the board of directors of various charitable and philanthropic organizations.

Vice Chairman of the Board and Director: Norg Sanderson

In February, 2006, Norg Sanderson became Vice Chairman of the Board, and a Director of Expetec Corporation. From 1979 to 2004, Mr. Sanderson served as President and Chief Executive Officer of Student Loan Finance Corporation in Aberdeen, South Dakota. Mr. Sanderson continues to serve as Vice Chairman of the Board of Student Loan Finance Corporation. Mr. Sanderson serves as Treasurer and Managing Member of Blackstone Developers, L.L.C., a real estate development company in Aberdeen, South Dakota. Mr. Sanderson is also a partner of JetCo., a licensed South Dakota financial company in Aberdeen, South Dakota, specializing in providing venture capital for emerging businesses. Mr. Sanderson serves on the board of directors of various charitable and philanthropic organizations.

President and Director: Joan Ganje- Fischer

Effective October, 2005, Joan Ganje-Fischer became President of Expetec Corporation; in February, 2006, Ms. Ganje-Fischer became a Director of Expetec Corporation. Ms. Ganje-Fischer has been a developer and operator of franchised hotels throughout the Midwestern United States for 26 years. Ms. Ganje-Fischer has been a principal in an Expetec franchise since 1998. From 1979 to 1993, Ms. Ganje-Fischer served as an officer of Super 8 Motels, Inc., in Aberdeen, South Dakota.

Vice President of Finance and Director: Steve Kohles

Effective September, 2005, Steve Kohles became affiliated with Expetec Corporation; in February, 2006, Mr. Kohles became a Director of Expetec Corporation. From 2005 to the present, Mr. Kohles has been self-employed as a business and financial consultant in Aberdeen, South Dakota. From 1989 to 2005, Mr. Kohles served as Chief Executive Officer, Chief Financial Officer, and a member of the Board of Directors of Student Loan Finance Corporation in Aberdeen, South Dakota. Mr. Kohles is a Certified Public Accountant. Mr. Kohles serves on the board of directors of various charitable and philanthropic organizations.

Vice President of Franchise Development and Director: Stephen Hogg

Effective September, 2005, Stephen Hogg became affiliated with Expetec Corporation; in February, 2006, Mr. Hogg became a Director of Expetec Corporation. From 2004_ to the present, Mr. Hogg has been self-employed as a business consultant specializing in coordinating funding from venture capital providers for emerging business in Aberdeen, South Dakota. From 1993 to 2004, Mr. Hogg served in various capacities with Hogg Restaurant Service, a \$50 million broad line food service distributor in Aberdeen, South Dakota; at the conclusion of his tenure with Hogg Restaurant Service, Mr. Hogg was President and a member of the board of directors.

Franchise Development: Lisa J. Hinz

Lisa J. Hinz as been associated with Expetec Corporation since October, 1999. From January, 1998, to August, 1999, Ms. Hinz was a sales associate and assistant manager with Computer Doctor of Aberdeen, South Dakota (a local store); in August, 1999, Ms. Hinz was promoted to store manager.

Operations Manager: Bryan German

Bryan German has been associated with Expetec Corporation since August, 2000. Mr. German was initially hired as a franchise sales representative. Mr. German has served in various capacities with Expetec Corporation and has a broad knowledge of the products and services sold by franchisees. From 1990 to 2000, Mr. German was employed by Delta Airlines in Atlanta, Georgia as an analyst in operations management.

ITEM 3

LITIGATION

On March 25, 2005, Expetec Corporation commenced arbitration before the American Arbitration Association, against Richard DeFazio and RLD Technologies, Inc., alleging Mr. DeFazio breached his Expetec Franchise Agreement by failing to operate his franchise, as required, and by failing to pay required fees and royalties. On April 4, 2005, Mr. DeFazio and RLD Technologies, Inc., filed a Complaint against Expetec Corporation in Rhode Island state court alleging breach of contract, fraud in connection with funds loaned by Expetec Corporation to Mr. DeFazio for the purchase of his franchise, fraud in connection with Mr. DeFazio's purchase of a service van, unjust enrichment/quantum meruit, and promissory estoppel. Expetec Corporation timely removed the Complaint to United States District Court for the District of Rhode Island, Richard DeFazio and RLD Technologies, Inc. v. Expetec

Corporation f/k/a Computer Doctor International, Inc., CA No. 2005-180-S, and moved to dismiss the Complaint on the basis that the claims asserted in the Complaint were subject to mandatory arbitration in accordance with the Franchise Agreement. On September 6, 2005, the Magistrate Judge recommended that the Complaint be dismissed in its entirety. Mr. DeFazio and RLD Technologies, Inc., appealed the Magistrate Judge's recommendation to the District Court, which issued an Order on January 20, 2006, adopting the Magistrate Judge's recommendation, and granting Expetec's motion to dismiss the case. In February 2006, the parties entered into a confidential settlement agreement, pursuant to which Mr. DeFazio and RLD Technologies, Inc. agreed to provide financial consideration to Expetec Corporation and to not compete for a specified period, with the pending arbitration proceeding being dismissed.

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

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FRANCHISE FEE

When YOU buy an Expetec franchise, YOU must pay an Initial Franchise Fee of \$45,000 or \$35,000. The amount of the fee that YOU pay depends upon the population of YOUR Franchised Area. If YOUR Franchised Area has a population of more than 40,000 people (a Large Market Franchise), YOU will pay an Initial Franchise Fee of \$45,000. If YOUR Franchised Area has a population between 15,000 and 40,000 people (a Mid Market Franchise), YOU will pay an initial franchise fee of \$35,000. Generally, WE will not sell franchises for areas which have populations of less than 15,000 people. YOUR Franchised Area will be defined by geographic boundaries. The geographic size of YOUR Franchised Area will depend on the population in the area.

As a part of the Initial Franchise Fee, YOU will receive a license to use the customer relationship management (CRM) software; YOU will also receive a computer server, and a QuickBooks® license. Additionally, YOU will receive 6 days of training at OUR headquarters in Aberdeen, South Dakota; WE will arrange for and pay for YOUR travel

expenses and lodging; WE do not pay for any food or miscellaneous expenses. WE also provide 4 days of on-site training prior to the time that YOU open YOUR business.

The Initial Franchise Fee is paid in a lump sum. No part of the fee is refundable.

ITEM 6

OTHER FEES

<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Royalty ²	12% of Gross Profit	Payable monthly on or before the 20 th day of each month; YOUR obligation begins the first calendar month after YOU open YOUR business	Gross Profit includes substantially all revenue generated by YOUR business for services and products provided to customers, less YOUR actual cost for acquiring the products for sale. Gross Profit do not include sales tax or use tax. Section 4(B) ¹
Marketing Fund ²	3% of Gross Profit	Payable monthly on or before the 20 th day of each month; YOUR obligation begins the first calendar month after YOU open YOUR business	This fee is paid monthly; this fee will be expended in OUR sole discretion. Sections 4(C) and 7(G)
Initial Training ³	WE will arrange for and pay for YOUR travel expenses and lodging expenses for training in Aberdeen, South Dakota ; YOU, however, will be liable for the payment of all of YOUR food and miscellaneous expenses and all employment related, travel, lodging, and food expenses for additional trainees	The expenses are due as required by providers of services	Sections 6(A)(8) and 7(C) require that YOU and any manager must successfully complete OUR standard training. See Item 11

<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Transfer ²	\$6,500	Before WE approve of the transfer	Payable when YOU sell, or otherwise transfer YOUR business, or a portion of YOUR business. No fee if YOUR business is transferred to an entity which YOU control. Sections 17(B) and 17(C)
Late Fees and Dishonored Check Fees ²	\$30 per occurrence, plus a \$5 per day charge	When YOU pay delinquent payments, and when "bad" checks are made good	YOU must pay fees if YOUR payments to US are late; there is also a fee if YOU give US a check which is not honored by YOUR bank. Section 4(D)
Audit ²	Cost of audit, plus sums underpaid, plus interest on underpayment, plus expenses	10 days after WE notify YOU	Payable only if audit shows a material underreporting of Gross Profit. Section 16(C)
Renewal Fee	\$0	N/A	WE do not charge a renewal fee
Indemnification ²	Unspecified	Unspecified	YOU are required to indemnify US against losses for certain occurrences and situations; Section 6(G)
Manuals ²	\$1,000.00	30 days after billing	Payable only if YOU do not return all manuals to US within 30 days after the termination or transfer of YOUR franchise; Section 6(Q)
Personal Guaranty ²	Unspecified	Immediately upon demand by US	YOU must personally guarantee all franchisee obligations in the Franchise Agreement

<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Liquidated damages	\$0	N/A	WE do not assess liquidated damages
Interest ²	The highest rate allowed by applicable law, but not more than 2% per month	Immediately upon being billed by US	Section 6(S) requires YOU to pay interest on any delinquent sums owed to US
Taxes ²	Amount assessed by federal, state, and local tax authorities on Royalties or other sums paid to US	When WE invoice YOU	Includes sales, gross receipt, value added, use or similar taxes, but not income tax (or any optional alternative to income tax) assessed against US. Section 4 (E)
Additional Training ²	Actual employment related, travel, lodging, and meal expenses of the trainees and/or OUR staff	Before the actual training or immediately upon being billed by US	Section 7(C) provides that upon request by YOU, additional training can be provided at YOUR sole expense
Meeting Attendance ³	Unspecified	As required by entities providing travel, lodging, meals, and associated services to YOU	Section 6(K) requires YOU to attend certain meetings; except for registration fees, if any, none of these costs are paid to US
Books and Records ³	Unspecified	Unspecified	Sections 6(H), 16(A), and 16(C) require YOU to maintain and provide information, books, and records to US; complying with this requirement can result in an expense to YOU
Approved Supplier	See Item 8	See Item 8	See Item 8
Service CEO Maintenance Fee ³	\$300 for first license and \$200 for each additional license	Payable annually beginning on the 1st anniversary of the opening of YOUR business;	Ongoing maintenance fee for software license; these fees may increase during the term of YOUR franchise. Section 4(G)

<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Internet Web Site Hosting ²	\$12 each month	Twentieth day of every month	YOU must pay US for hosting YOUR site on the worldwide web; this fee may increase during the term of YOUR franchise. Section 4(H)
Periodic Refurbishing ³	Unspecified	Unspecified	
Insurance ³	Varies depending upon the location of YOUR franchise and certain factors under YOUR control	Within billing period established by YOUR insurance company	Section 6(G)(3) requires YOU to maintain certain types of insurance; the amounts of insurance will vary, over the course of the franchise term, as conditions change ⁴
Firewall License Fee ³	\$90	Annually when billed by vendor	Ongoing maintenance fee for firewall license; this fee may increase during the term of YOUR franchise. Section 4(I)
Public Offering Fee ²	\$15,000	Before a public offering of YOUR equity interests occurs	Fee payable when YOU make YOUR first registered public offering of YOUR equity securities, after which they are freely transferable. Section 17(E)
Dispute Resolution Costs	Costs, expenses, reasonable attorneys' fees	When dispute resolution concludes	Prevailing party is reimbursed by non-prevailing party for litigation expenses to interpret or enforce the franchise agreement or collect amounts owed. Section 8(B)
Electronic Fund Transfer ³	Any sums charged by YOUR bank	As required by YOUR Bank	YOU must pay US by electronic funds transfer. Section 4(F).

<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Late Reporting Fee ²	\$50 per record per incident	Immediately upon demand by US	If YOU are late in providing US with any report or financial record, YOU must pay a fee of \$50 per record per incident. Sections 6(H) and 16(A)

¹All section references regard sections in the Franchise Agreement.

²These fees are payable to US, and are non-refundable.

³These fees are payable to service provider in accordance with provider's requirements.

⁴WE currently require general liability insurance, and automobile liability insurance, insured on an occurrence basis, with a minimum of \$1,000,000 coverage per person or occurrence.

(The remainder of this page has been intentionally left blank)

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT (LARGE MARKET FRANCHISE)

<u>Investment</u>	<u>Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment is Made</u>
Initial Franchise Fee (Note 1)	\$45,000	Lump Sum	When YOU sign the Franchise Agreement	US
Travel and Lodging Expenses for Training (Note 2)	\$0			
Food While Training (Note 3)	\$100 – \$300	As Incurred	As Incurred	Food Service Providers
Vehicle (Note 4)	\$3,600 – \$7,200	As Incurred	As Incurred	Note 4
Office Space (Note 5)	\$500 – \$2,000	As Incurred	As Incurred	Note 5
Facility Improvements, Office Equipment and Supplies (Note 6)	\$1,000 – \$5,000	As Incurred	As Incurred	Suppliers
Operating Capital (3 – 6 months) (Note 7)	\$22,000 – \$45,000	As Incurred	As Incurred	Employees, Vendors, Utilities, Lessor, and US
Miscellaneous Opening Costs (Note 8)	\$1,000 – \$3,000	As Incurred	As Incurred	Suppliers, Utilities, etc.
Insurance (Note 9)	\$600 – \$2,000	Lump Sum	Before beginning business	Insurer
Pre-Opening Marketing (Note 10)	\$8,000 - \$12,000	As Incurred	Before opening Business	Media and service providers
TOTAL	\$81,800 – \$121,500			

NOTES:

- (1) YOU must pay the entire Initial Franchise Fee when YOU sign a Franchise Agreement. YOU will not receive any training or be permitted to operate as an Expetec business until the Initial Franchise Fee is paid. (See Item 5 for an explanation of the Initial Franchise Fee.)
- (2) YOUR travel and lodging expenses, as arranged by US, while YOU are training in Aberdeen, South Dakota, are paid by US. If YOU are not satisfied with the arrangements WE have made for travel and/or lodging, YOU will have to pay the difference between the cost of the travel and/or lodging arrangements WE have made, and the cost of YOUR actual travel and/or lodging expenses, if greater. Any alternate travel and/or lodging arrangements made by YOU are subject to OUR approval. WE estimate that YOU will spend from \$1,000 to \$2,000 for any additional person who attends OUR training program. The mode of transportation used to travel to Aberdeen, South Dakota, and the distance traveled, will have an effect on the total costs.
- (3) YOU are responsible for paying all expenses for YOUR food requirements, and the food requirements of any additional trainees, while traveling, and while attending OUR training program in Aberdeen, South Dakota
- (4) YOU must purchase, lease, or otherwise acquire a vehicle for operating YOUR business. The vehicle will be used by YOUR technician. The vehicle must be all white in color, and must have the approved Expetec marks affixed to both sides of the vehicle. The vehicle must be maintained in a neat, clean, and undamaged condition; if damage occurs, it must be repaired in a prompt and timely manner. The projected range of costs represent estimated annual costs for a leased or financed vehicle. YOU will also need a vehicle to make sales calls; this can be YOUR personal vehicle. WE have no requirements or specifications regarding the vehicle except that it must be maintained in a neat, clean, and undamaged condition.
- (5) Because of the myriad of potential locations that are available throughout the United States, it is impossible for US to project a range for rent payments, or loan repayments if YOU purchased a site. As with most businesses, location is important and it is necessary for YOU to determine the best location for YOUR business taking into consideration the cost for that location in relation to what YOU can afford.

- (6) YOU will need to make improvements to the premises utilized for YOUR business to comply with OUR specifications. Such improvements can include general furniture, fixtures, and equipment. The exact amount that YOU spend will depend on several factors, including the pre-existing condition of the premises and whether YOU elect to exceed the minimum requirements for renovations. The cost for these improvements is also related to the size of YOUR office.
- (7) Upon opening any new business, there is always a period between providing customers with products and services and the receipt of payment for those products and services. To pay YOUR operating expenses until YOU have established a stabilized cash flow, YOU will need operating capital. YOU must provide YOUR own operating capital in accordance with OUR requirements.
- (8) There are always unforeseen costs which arise during the opening of any business. Utility hookups, telephone installation, utility deposits, sign permits, and the purchase of miscellaneous items such as cleaning supplies and light bulbs are some examples of these unforeseen costs. The range is only an approximation of the expenses which YOU might experience.
- (9) Insurance rates are variable throughout the country. YOUR rates may be higher.
- (10) WE have a pre-opening marketing plan which YOU must follow. The pre-opening marketing plan is intended to help build awareness of YOUR business, and the products and services offered by YOUR business, before YOU open. YOUR participation in the pre-opening marketing plan is mandatory. WE will provide the promotional information YOU must use. Television, radio, internet, newspaper, direct mail, and telephone contacts are examples of the media YOU may use depending upon the market in YOUR Franchised Area.

None of the fees and costs payable to US are refundable. Fees and costs payable to suppliers and other third parties are generally not refundable unless YOU negotiate that right with them.

YOUR ESTIMATED INITIAL INVESTMENT (MID MARKET FRANCHISE)

<u>Investment</u>	<u>Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment is Made</u>
Initial Franchise Fee (Note 1)	\$35,000	Lump Sum	When YOU sign the Franchise Agreement	US
Travel and Lodging Expenses for Training (Note 2)	\$0			
Food While Training (Note 3)	\$100 – \$300	As Incurred	As Incurred	Food Service Providers
Vehicle (Note 4)	\$3,600 – \$7,200	As Incurred	As Incurred	Note 4
Office Space (Note 5)	\$500 – \$2,000	As Incurred	As Incurred	Note 5
Facility Improvements, Office Equipment and Supplies (Note 6)	\$1,000 – \$5,000	As Incurred	As Incurred	Suppliers
Operating Capital (3 – 6 months) (Note 7)	\$22,000 – \$45,000	As Incurred	As Incurred	Employees, Vendors, Utilities, Lessor, and US
Miscellaneous Opening Costs (Note 8)	\$1,000 – \$3,000	As Incurred	As Incurred	Suppliers, Utilities, etc.
Insurance (Note 9)	\$600 – \$2,000	Lump Sum	Before beginning business	Insurer
Pre-Opening Marketing (Note 10)	\$8,000 - \$12,000	As Incurred	Before opening Business	Media and service providers
TOTAL	\$71,800 – \$111,500			

NOTES:

- (1) YOU must pay the entire Initial Franchise Fee when YOU sign a Franchise Agreement. YOU will not receive any training or be permitted to operate as an Expetec business until the Initial Franchise Fee is paid. (See Item 5 for an explanation of the Initial Franchise Fee.)

- (2) YOUR travel and lodging expenses, as arranged by US, while YOU are training in Aberdeen, South Dakota, are paid by US. If YOU are not satisfied with the arrangements WE have made for travel and/or lodging, YOU will have to pay the difference between the cost of the travel and/or lodging arrangements WE have made, and the cost of YOUR actual travel and/or lodging expenses, if greater. Any alternate travel and/or lodging arrangements made by YOU are subject to OUR approval. WE estimate that YOU will spend from \$1,000 to \$2,000 for any additional person who attends OUR training program. The mode of transportation used to travel to Aberdeen, South Dakota, and the distance traveled, will have an effect on the total costs.
- (3) YOU are responsible for paying all expenses for YOUR food requirements, and the food requirements of any additional trainees, while traveling, and while attending OUR training program in Aberdeen, South Dakota
- (4) YOU must purchase, lease, or otherwise acquire a vehicle for operating YOUR business. The vehicle will be used by YOUR technician. The vehicle must be all white in color, and must have the approved Expetec marks affixed to both sides of the vehicle. The vehicle must be maintained in a neat, clean, and undamaged condition; if damage occurs, it must be repaired in a prompt and timely manner. The projected range of costs represent estimated annual costs for a leased or financed vehicle. YOU will also need a vehicle with which YOU will make sales calls; this can be YOUR personal vehicle. WE have no requirements or specifications regarding the vehicle except that it must be maintained in a neat, clean, and undamaged condition.
- (5) Because of the myriad of potential locations that are available throughout the United States, it is impossible for US to project a range for rent payments, or loan repayments if YOU purchased a site. As with most businesses, location is important and it is necessary for YOU to determine the best location for YOUR business taking into consideration the cost for that location in relation to what YOU can afford.
- (6) YOU will need to make improvements to the premises utilized for YOUR business to comply with OUR specifications. Such improvements can include general furniture, fixtures, and equipment. The exact amount that YOU spend will depend on several factors, including the pre-existing condition of the premises and whether YOU elect to exceed the minimum requirements for renovations. The cost for these improvements is also related to the size of YOUR office.

- (7) Upon opening any new business, there is always a period between providing customers with products and services and the receipt of payment for those products and services. To pay YOUR operating expenses until YOU have established a stabilized cash flow, YOU will need operating capital. YOU must provide YOUR own operating capital in accordance with OUR requirements.
- (8) There are always unforeseen costs which arise during the opening of any business. Utility hookups, telephone installation, utility deposits, sign permits, and the purchase of miscellaneous items such as cleaning supplies and light bulbs are some examples of these unforeseen costs. The range is only an approximation of the expenses which YOU might experience.
- (9) Insurance rates are variable throughout the country. YOUR rates may be higher.
- (10) WE have a pre-opening marketing plan which YOU must follow. The pre-opening marketing plan is intended to help build awareness of YOUR business, and the products and services offered by YOUR business, before YOU open. YOUR participation in the pre-opening marketing plan is mandatory. WE will provide the promotional information YOU must use. Television, radio, internet, newspaper, direct mail, and telephone contacts are examples of the media YOU may use depending upon the market in YOUR Franchised Area.

None of the fees and costs payable to US are refundable. Fees and costs payable to suppliers and other third parties are generally not refundable unless YOU negotiate that right with them.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The uniqueness and success of the System are dependent, in large part, on the uniformity, quality, and pricing of YOUR products and services. To accomplish this, YOU must buy fixtures, equipment, vehicles, supplies, signage, products, and printed materials which reflect OUR high quality image. WE expect YOU to comply with customary business office standards when YOU purchase fixtures, equipment, vehicles, supplies, signage, products, and printed materials.

WE do have certain proprietary products which YOU must offer and sell. Because of the proprietary nature of the products, those products can only be purchased from US or from the authorized vendors or manufacturers of the products. There will be no other sources for proprietary products. YOU are not required to purchase fixtures, equipment, vehicles, supplies, signage, products, or printed material from US. WE will give YOU a list of recommended suppliers which can provide YOU with most of the items that YOU will need. YOU are not required to purchase anything from recommended suppliers.

YOU and YOUR staff may be required to sign a Non-Disclosure, Confidentiality, and Non-Competition Agreement which prohibits YOU from divulging proprietary and confidential information to compete with US, or OUR franchisees.

WE plan to negotiate purchase arrangements with suppliers if the arrangements will be of a general benefit to franchisees. If possible, and if appropriate, the purchase arrangements will include price terms. WE do not provide material benefits to YOU based on YOUR use of designated or approved sources. There are no purchasing or distribution cooperatives.

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 THIS OFFERING CIRCULAR.

<u>Obligation</u>	<u>Section in Franchise Agreement</u>	<u>Item in Offering Circular</u>
a. Site selection and acquisition/lease	Sections 18(F), 18(G), and 18(H)	Items 1 and 11
b. Pre-opening purchases/ leases	Sections 6(A)(15), 6(C)(1), and 6(J)	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 6(A)(generally), 6(C)(1), 6(E), 6(F), 6(J), 7(B), and 7(C)	Items 6, 7, and 11
d. Initial and ongoing training	Sections 6(A)(8) and 7(C)	Item 11
e. Opening	Not applicable	Not applicable
f. Fees	Section 4	Items 5 and 6

<u>Obligation</u>	<u>Section in Franchise Agreement</u>	<u>Item in Offering Circular</u>
g. Compliance with standards and policies/Operating Manual	Sections 6(A)(1) and 6(Q)	Item 11
h. Trademarks and proprietary information	Sections 5, 6(A)(7), 6(B), 6(C), 6(D), 6(I), 6(L)(3), 7(F), and 9(C)	Items 8, 13, and 14
i. Restrictions on products/services offered	Sections 6(A)(3), 6(A)(12), 6(A)(15), and 6(J)	Items 8 and 16
j. Warranty and customer service requirements	Sections 6(A)(5), 6(A)(14), and 6(A)(17)	Items 1, 6, and 7
k. Territorial development and sales quotas	Not applicable	Items 7, 12, 17, and 22
l. Ongoing product/service purchases	Section 6(A)(15)	Items 8 and 16
m. Maintenance, appearance, and remodeling requirements	Sections 6(O)	Not applicable
n. Insurance	Section 6(G)(3)	Items 6 and 7
o. Marketing	Sections 6(A)(4), 6(A)(6), 6(A)(18), 6(C), 6(I), 6(N), and 6(T)	Items 6 and 7
p. Indemnification	Sections 6(G)(1), 6(G)(2), and 6(G)(4)	Item 6
q. Owner's participation/management/staffing	Sections 6(A)(13), 6(A)(17), and 17(A)	Item 15
r. Records/reports	Sections 6(A)(9), 6(H), and 16	Item 6
s. Inspections/audits	Sections 6(F), 16(A), and 16(C)	Item 6
t. Transfer	Sections 6(M) and 17	Item 17
u. Renewal	Section 3(B)	Item 17

<u>Obligation</u>	<u>Section in Franchise Agreement</u>	<u>Item in Offering Circular</u>
v. Post-termination obligations	Sections 8(B), 9(B), 9(C) and 9(D)	Item 17
w. Non-competition covenants	Sections 9(A) and 9(B)	Item 17
x. Dispute resolution	Sections 11 and 12	Item 17
y. Registered user requirement	Section 14	Not applicable
z. Compliance with laws	Section 6(A)(2)	Item 1
aa. Vehicle acquisition	Section 6(A)(23)	Item 7
bb. Response Time for Service Calls	Section 6(P)	Item 6
cc. Electronic Fund Transfer	Section 4(F),6(H)(4), and 16(A)	Item 6

ITEM 10

FINANCING

WE do not offer any direct or indirect financing. WE do not guarantee any loans or notes for the operation of YOUR business.

ITEM 11

FRANCHISOR'S OBLIGATIONS

Except as listed below, WE need not provide any assistance to YOU.

Before YOU begin YOUR business, WE will:

- (1) Designate YOUR Franchised Area (Franchise Agreement - sections 2 and 25).
- (2) Train YOU, YOUR manager, or any additional people designated by YOU. WE require a minimum of 41 hours of classroom and practical training at OUR headquarters in Aberdeen, South Dakota (Franchise Agreement - section 7(C)).

The classroom and practical training program must be successfully completed before YOU can open YOUR Expetec business. The training program is scheduled depending upon when YOU plan to open YOUR Expetec business. YOUR attendance at the training program must be scheduled, and completed, within 60 days after YOU sign the Franchise Agreement.

WE conduct training sessions 7 to 10 times per year depending on whether at least 2 prospective franchisees wish to attend. Every person who purchases a franchise, must successfully complete OUR training program. If YOU do not plan to actively manage YOUR Expetec business, YOU must still successfully complete OUR training program and YOU must have YOUR manager successfully complete OUR training program. WE will schedule YOU for OUR training program within 30 days after YOU sign the Franchise Agreement. The assigned training program can include any manager, or other employee, in addition to YOU.

The class room and practical training program covers the following subject matters:

Subject	Instructional Material	Hours Required for Training	Instructor
Introductions	None	1.5	Lisa Hinz/Staff
Intranet	Handout/Lecture	2.5	Bryan German/Staff
Network Security	Manual/Lecture	4	Bryan German/Staff
Business Continuity	Manual/Lecture	6	Bryan German/Staff
Web Services	Manual/Lecture	3	Bryan German/Staff
Marketing	Manual/Lecture	8	Joan Ganje-Fischer/Staff
Sales	Manual/Lecture	8	Steve Hogg/Staff
Accounting/Quick Books	Manual/Lecture	5	Steve Kohles/Staff
CRM Billing	Manual/Lecture	3	Steve Kohles/Staff

Training instructors include Joan Ganje-Fischer, Steve Kohles, Steve Hogg, Lisa Hinz, and Bryan German, all of whom are noted in Item 2. All of the staff have extensive practical experience regarding the topics of their respective presentations. All expenses for YOUR travel and lodging (1 person), as arranged by US, are paid for by US. All expenses for YOUR food and the employment related expenses, travel, food, and lodging for YOUR manager, and/or YOUR employees are YOUR sole responsibility.

All trainees must complete the training program to OUR satisfaction before YOU can operate YOUR Expetec business. WE will also provide 4 days of on-site training prior to the opening of YOUR Expetec business. There are no regularly scheduled additional training

programs required, however, YOU may be required to attend additional training as new services and methods of operation are developed. See Item 2 for information regarding the experience of the instructors.

- (5) Provide YOU with general consultation and advice regarding the operation of YOUR business (Franchise Agreement - section 7(A)).
- (6) Provide YOU with specifications for the use of all trademarks, service marks, and other distinguishing characteristics of the System (Franchise Agreement - section 7(F)).

During the operation of YOUR franchise, WE will:

- (1) Train YOU and YOUR staff as new services and methods of operation are developed (Franchise Agreement - sections 6(A)(8) and 7(C)).
- (2) Make the officers and employees at OUR headquarters offices available to YOU for consultation concerning the operation of YOUR business (Franchise Agreement - section 7(A)).
- (3) Provide YOU with specifications for the use of all trademarks, service marks and other distinguishing characteristics of the System (Franchise Agreement - section 7(F)).
- (4) Loan YOU a copy of all manuals which contain mandatory and suggested specifications, standards, and procedures. The manuals are confidential and remain OUR property. WE may amend and modify the manuals at any time; any amendment or modification will only alter YOUR status and rights as permitted by the Franchise Agreement and applicable law (Franchise Agreement - sections 5(C), 6(A)(1), 6(Q), 7(K), and 9(D)). (See Exhibit I for a list of the Table of Contents for all manuals.)
- (5) Hold annual meetings to discuss trends in products, services, sales techniques, personnel training, bookkeeping, accounting, performance standards, marketing programs, and new technology. Registration fees may or may not be charged to YOU, in OUR sole discretion; however, YOU must pay all of the travel, lodging, food, and employment related expenses for YOU and/or YOUR staff attending these meetings. These meetings will be held at OUR Aberdeen, South Dakota, headquarters or at any other site chosen by US (Franchise Agreement - section 6(K)).

- (6) Protect, in OUR discretion, the trademarks, service marks, and distinguishing characteristics of the System (Franchise Agreement - sections 5, 6(A)(7), 6(B), 6(C), 6(D), and 7(F)).
- (7) Maintain a referral system for providing YOU with information regarding prospective customers (Franchise Agreement - section 7(H)).
- (8) Inspect YOUR business to insure compliance with System requirements and standards (Franchise Agreement - section 7(E)).
- (9) Administer and expend the sums received from YOU for the Marketing Fund (Franchise Agreement - sections 4(C) and 7(G)).
- (10) Encourage the use of the Expetec System by the public (Franchise Agreement - section 7(D)).
- (11) Provide YOU with ongoing assistance during the operation of YOUR business (Franchise Agreement - section 7(I)).

Currently, there is no franchisee advertising council, nor are there any local or regional advertising cooperatives. WE do have an appointed Expetec Franchisee Advisory Council (EFAC) which meets periodically to provide US with information from the perspective of OUR operating franchises. WE give appropriate consideration to their recommendations, but are not bound to implement those recommendations.

YOU must select the site for YOUR business within YOUR Franchised Area. WE do not select YOUR site, nor do WE approve YOUR site. WE reserve the right to disapprove a site if it is in proximity to another business activity, or governmental activity, which would be detrimental to the System by creating a negative public impression. As an example, if a potential site is located in an area close to industries which emit offensive odors or dust, WE have the right to disapprove the site, in OUR sole discretion.

WE expect that YOU will begin business within 45 to 60 days after successfully completing the training program. Some of the factors that can affect this timing are YOUR ability to acquire a location for YOUR business, YOUR ability to secure any necessary financing, YOUR ability to obtain necessary certifications, licenses or permits, YOUR ability to secure operating capital, YOUR initiative in getting the business started, and YOUR implementation of the pre-opening marketing plan.

OUR training program is mandatory (Franchise Agreement - sections 6(A)(8) and 7(C)); except for OUR payment of YOUR travel and lodging expenses, for training, it is YOUR obligation to pay YOUR food and miscellaneous expenses and all travel, living, and employment related expenses for YOUR manager or any other person YOU designate for training.

See Item 6 for YOUR monthly costs for the hosting of YOUR website. YOU must use OUR template to design YOUR website; YOU must use US, or a designated vendor, to host YOUR website.

You must use Service CEO, OUR web based customer contact, technician dispatch and scheduling, service request and billing software.

During 2004, OUR franchisees paid US a total of \$92,713 in marketing fund fees. Of that sum, \$21,711 was spent for the preparation of printed materials and material costs; \$4,820 was spent in postage for mailing the printed materials to franchisees; \$42,998 was spent for design and media production; \$9,307 was spent on marketing support; \$7,751 was spent on intranet maintenance and operation; \$600 was spent on the National Conference; \$7,253 was spent on travel and promotional items; a carry over of \$2,128 from the previous year left a balance of \$400 in the marketing fund as of December 31, 2004. No sums were spent for media placement or administrative expenses. WE have not implemented any other advertising programs.

ITEM 12

TERRITORY

Sections 2 and 25 of the Franchise Agreement grant YOU a specific Franchised Area. The boundaries of YOUR Franchised Area will depend upon the population in YOUR Franchised Area. WE have two types of franchises; OUR Large Market Franchise consists of areas with populations with more than 40,000 people. OUR Mid Market Franchise consists of areas with populations with between 15,000 to 40,000 people. WE will designate a Franchised Area which fits the population guidelines specified in this section.

YOU have no vested option or automatic right of first refusal to acquire additional Expetec franchises within any area contiguous to YOUR Franchised Area. Generally, WE will not sell a franchise in a community with a population of less than 15,000 people.

WE will not establish any company-owned outlet, or other channels of distribution, using OUR trademarks in YOUR Franchised Area. WE have reserved the right to franchise other systems within the Franchised Area, subject to YOUR right of first refusal. Neither WE, nor any affiliate, has established other franchises or company-owned outlets, or another channel of distribution selling or leasing similar products and services under a different trademark.

Subject to the conditions provided in section 2 of the Franchise Agreement, YOUR ability to sell products and services outside of YOUR Franchised Area is non-exclusive and YOU may be competing with other franchisees. WE can sell franchises, and create exclusive Franchised Areas, in the area outside of YOUR Franchised Area. When WE sell a franchise, and establish a Franchised Area, YOU will no longer be able to sell products, or provide services, in the Franchised Area of the new franchisee.

YOUR franchise is granted for the specific location described in section 25 of the Franchise Agreement. YOU do not have the right to move the location of YOUR business without OUR written permission.

ITEM 13

TRADEMARKS

WE grant YOU the right to conduct business under the name "Expetec". YOU may use any future marks WE develop for the System. By "mark", WE mean tradenames, trademarks, service marks, logos and other distinguishing characteristics used to identify franchises and the System. WE have registered the mark "Expetec" with the United States Patent and Trademark office.

<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>	<u>Register</u>
Expetec (logo) (words, letters, design)	2,595,965	July 16, 2002	Principal
Expetec (Stylized)	2,865,048	July 20, 2004	Principal
A Trusted Name in Technology Services (words, letters)	2,934,889	March 22, 2005	Principal
ITSAM (words, letters)	78,358,553	January 27, 2004	Pending
The Smart Connection (words, letters)	1,397,956	June 17, 1986	Principal

YOU must follow OUR rules when YOU use OUR marks. YOU cannot use OUR marks as a part of YOUR corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, or business name, or with modifying words, designs, or symbols, except those which WE license to YOU; and, YOU may not use OUR marks, in connection with the sale of any unauthorized product or service or in a manner not authorized, in writing, by US (Franchise Agreement - sections 5(A), 5(B), 6(A)(7), 6(B), 6(C), 6(D), 7(F), and 9(C)).

There are no agreements which limit OUR right to use, or license YOU to use, OUR marks.

YOU must immediately notify US when YOU learn about an infringement of or challenge to YOUR use of any of OUR marks (Franchise Agreement - section 6(B)). WE will take the action WE deem appropriate. If WE believe, in OUR sole discretion, that WE can successfully defend YOU against a claim challenging YOUR use of OUR marks, WE will so defend YOU. If a successful defense cannot be undertaken, YOU may be required to operate YOUR franchise under some other tradename approved by US (Franchise Agreement - section 6(B)).

YOU must modify or discontinue the use of a mark if WE modify or discontinue it (Franchise Agreement - sections 5, 6(B), and 7(F)). Any modification, discontinuance, or change shall be at YOUR sole expense. YOU must not, directly or indirectly, contest OUR right to use OUR marks (Franchise Agreement - sections 5 and 6).

There are no currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, involving OUR principal mark. Also, there is no pending infringement, opposition, cancellation, or pending material litigation involving OUR principal mark.

WE do not know of any party which has superior prior rights, or of any infringing uses, that could materially affect YOUR use of OUR principal marks in YOUR state.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or copyrights are material to the franchise. WE consider OUR manuals, training materials, methods of operation, information concerning other franchisees of the System, and any other information received by YOU, or provided to YOU by US, which is not a part of any public records filed by US, as proprietary information which cannot be disclosed by YOU to any other party (Franchise Agreement - section 6(R)).

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

YOU are obligated to retain and exercise, at all times, management control over YOUR franchise (Franchise Agreement - sections 6(A)(13) and (17)). While YOU are not required to have prior knowledge or experience regarding technology related products and services, YOU and YOUR manager (if YOU have one), must successfully complete OUR training program and be approved by US. Neither YOU, nor any manager, can have any interest in, or business relationship with, any business competitor of the System (Franchise Agreement - section 9).

Each individual, who, directly or indirectly, owns a 10% or greater equity interest in any business organization which owns a franchise, must sign an agreement (Guaranty, Exhibit F), assuming, and agreeing to discharge, all obligations of the franchisee under the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

WE require YOU to offer and sell only those products and services that WE have approved (see Item 9). YOU must offer all products and services that WE designate as required for all franchisees. The required products and services include the offer and sale of information technology products and services related to network security, business continuity, web services, and design and administration of networks and systems. In addition, the required services include the offer and sale of information technology consulting services and in-office, or mobile, maintenance, repair, installation and upgrade services for computers and

office equipment; in addition, YOU must provide services for all business WE refer to YOU through “The Smart Connection” OUR National Call Center.

WE have the right to add products and services that YOU must offer; WE may also require YOU to provide different products and services as new products and services are developed, and as competitive conditions change in the technology and computer service industries. There are no limits on OUR right to make changes.

YOU may only market products and services outside of YOUR Franchised Area subject to the requirements in section 2 of YOUR Franchise Agreement (see Item 12).

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. YOU should read these provisions in the agreements attached to this offering circular.

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
a. Length of the term of the franchise	Section 3(A)	The term is 10 years
b. Renewal or extension of the term	Sections 3(A) and 3(B)	YOU can renew YOUR franchise for an additional 5 year term subject to the requirements in YOUR Franchise Agreement

(The remainder of this
page has been
intentionally left blank)

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
c. Requirements for YOU to renew or extend	Sections 3(A) and 3(B)	YOU do not have to pay a fee, but YOU must give US at least 180 days prior notice; YOU must be in compliance with YOUR current Franchise Agreement including the satisfaction of all monetary obligations; YOU must successfully complete current training requirements; YOU must remodel and refurbish YOUR office to current standards; YOU must replace and modernize YOUR vehicles, signage, equipment, and promotional items in compliance with current standards; YOU must sign a new Franchise Agreement and YOU will be subject to OUR then current requirements
d. Termination by YOU	Section 3(A)	There is no right to terminate the Franchise Agreement prior to the end of the 10 year term
e. Termination by US without cause	Section 3(A)	WE do not have the right to terminate YOUR franchise without cause or refuse to renew YOUR franchise if YOU comply with the requirements in section 3(B) of the Franchise Agreement
f. Termination by US with cause	Section 8(A)	WE may terminate YOUR franchise if YOU fail to fulfill YOUR obligations in the Franchise Agreement
g. "Cause" defined - defaults which can be cured	Section 8	YOU have 30 days, or any longer time required by applicable law, to cure any failure to fulfill YOUR obligations under the Franchise Agreement; only defaults not designated under section 8(A) of the Franchise Agreement are curable
h. "Cause" defined - defaults which cannot be cured	Section 8(A), subsections (2), (3), (4), (5), (6), (7), (8), (9), and (10)	Non-curable defaults: loss of possession of the premises; unapproved transfers; an uncured default in YOUR underlying mortgage, lease, or other indenture; failure to pay debts, generally; conviction of a crime; public endangerment; abandonment; trademark misuse; and repeated defaults even if cured
i. YOUR obligations on termination/non-renewal	Sections 9(B), 9(C) and 9(D)	YOUR obligations include complete de-identification of YOUR business and payment of amounts due to US (also see r., below)

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
j. Assignment of Franchise Agreement by US	Section 19(D)	There is no restriction on OUR right to assign the Franchise Agreement
k. "Transfer" by YOU- definition	Sections 6(M) and 17	Includes transfer of Franchise Agreement, or assets, or ownership change
l. OUR approval of transfer by YOU	Section 17	WE have the right to approve all transfers, but will not unreasonably withhold approval
m. Conditions for OUR approval of transfer	Section 17(B)(1)	Applications completed; new franchisee qualifies; transfer fee paid; sums YOU owe US are paid; training arranged; release or statement of claims signed by YOU; refurbishment requirement satisfied; and current agreement signed by new franchisee (also see r., below)
n. OUR right of first refusal to acquire YOUR business	None	None
o. OUR option to purchase YOUR business	None	None
p. YOUR death or disability	Section 17(C)	Franchise may be assigned to estate or legal guardian upon fulfillment of conditions satisfactory to US
q. Non-competition covenants during the term of the franchise	Section 9(A)	No involvement in competing business anywhere
r. Non-competition covenants after the franchise is terminated or expired	Sections 9(B), 9(C), and 9(D)	If the Franchise Agreement is terminated because of a default by YOU, YOU cannot be involved in a competing business within YOUR Franchised Area (including after an assignment by YOU)
s. Modification of the Agreement	Sections 5(C), 6(G), and 6(Q)	The material provisions in the Franchise Agreement are not subject to change; manuals, insurance, operating methods, and other requirements determined by US to be in the best interests of the System are subject to change
t. Integration merger clause	Section 19(E)	Only the terms of the Franchise Agreement are binding (subject to applicable law); any other promises may not be enforceable

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
u. Dispute resolution by arbitration or mediation	Section 11	Except for certain claims, all disputes must be arbitrated in Minneapolis, MN
v. Choice of Forum*	Sections 11(E) and 11(F)	Litigation must be in Brown County, SD, or United States District Court, Northern Division, in South Dakota
w. Choice of Law*	Section 10(A)	South Dakota law applies

These states have statutes which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, tit.], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/19 and 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

*YOU should review Exhibit E, the State Addenda, to determine if the information in the Franchise Agreement and this offering circular are modified by applicable state laws.

ITEM 18

PUBLIC FIGURES

WE do not use any public figure to promote OUR franchise, although WE reserve the right to engage a public figure for endorsements in the future. No public figure is involved in the actual management or control of Expetec Corporation.

ITEM 19

EARNINGS CLAIMS

CAUTION:

The revenue information provided in this Item is based upon certain assumptions explained below. The revenue information provided in this Item should not be relied upon as the actual or potential revenue that will be realized by YOU. There is no assurance that YOU will do as well. WE do not represent that YOU, or any franchisee, can expect to attain these revenue results. If YOU rely upon this information, YOU must accept the risk of not doing as well.

YOUR decision to buy a franchise must be based upon YOUR independent analysis of the business concept. This information is provided for YOUR individual and independent evaluation. The financial performance of any Expetec business, including any future Expetec business that YOU may operate, are directly affected by many significant variables including the general market for Expetec products and services, the economic strength of each market, the strength of the United States economy, generally, the length of affiliation with OUR System, the time needed to “ramp-up”, competition from other product and service providers, and YOUR operational and marketing effectiveness. As a result, it is likely that the performance of YOUR Expetec business, at any future time, may differ substantially from the information provided in this section. WE recommend that the information in this section be evaluated carefully with the assistance of individuals who have experience in the operational and financial aspects of owning and managing a business similar to an Expetec business .

Assumptions:

- (A) The franchise has been operating for at least 12 months.
- (B) One owner/salesperson working 160 to 190 hours per month
- (C) One administrative staff person.
- (D) Over a 12 month period, the franchisee has 1,085 separate sales transactions for an average amount of \$313.62 per transaction; the individual transactions involve sales of products, services, and combinations of products and services; the categories of products involve firewalls, monitoring, backup packages, disaster prevention and recovery, web services, and network administration.
- (E) One technician working 160 hours per month.

50 hours per month dedicated to supporting sales of products
70 hours per month available for break/fix services
40 hours per month dedicated to travel and paperwork

(F)	Total annual sales of products	\$ 191,943.00
	Total annual sales of services	76,800.00
	Total annual residual income	71,543.00
	Gross annual sales	340,000.00
	Cost of products sold	160,000.00
	Gross Profit	180,000.00

Substantiation of the data used in preparing in this earnings claim will be made available to YOU upon reasonable request.

WE only make earnings claims consistent with the information in OUR Uniform Franchise Offering Circular. Any questions or requests for further information must be presented, in writing, addressed to the President of Expetec Corporation, 12 2nd Avenue SW, Aberdeen, South Dakota 57401.

ITEM 20

LIST OF FRANCHISES FRANCHISE STATUS SUMMARY FOR YEARS 2005/2004/2003

State	Transfers	Cancelled or Terminated	Not Renewed	Reacquired by Franchisor	Left the System Other	Total from Left Columns	Franchises Operating at Year End
Arizona		0/0/0				0/0/0	1/1/0
California		1/2/1				1/2/1	4/2/3
Colorado		1/2/0				1/2/0	2/3/3
Connecticut		0/0/0				0/0/0	2/2/1
Florida		0/4/1				0/4/1	5/4/3
Georgia		0/0/0				0/0/0	0/1/1
Hawaii		0/0/0				0/0/0	1/1/2
Illinois		1/0/1				1/0/1	2/1/1
Indiana		0/0/2				0/0/2	0/0/2
Iowa		0/0/0				0/0/0	0/0/0
Kansas		0/1/0				0/1/0	1/2/0
Kentucky		1/1/0				1/1/0	0/1/2
Louisiana		0/0/0				0/0/0	0/0/0
Maryland		1/1/0				1/1/0	1/1/2
Massachusetts		0/1/0				0/1/0	2/2/1

State	Transfers	Cancelled or Terminated	Not Renewed	Reacquired by Franchisor	Left the System Other	Total from Left Columns	Franchises Operating at Year End
Michigan		0/1/0				0/1/0	1/1/1
Minnesota		0/1/1				0/1/1	1/2/2
Nevada		0/0/1				0/0/1	0/0/1
New Jersey		0/0/0				0/0/0	2/1/1
New York		2/0/0				2/0/0	6/1/0
North Dakota		0/0/0				0/0/0	0/0/0
Ohio		2/0/0				2/0/0	2/2/1
Oklahoma		0/0/0				0/0/0	0/0/0
Pennsylvania		1/0/0				1/0/0	2/3/1
Puerto Rico		1/0/0				1/0/0	0/1/1
Rhode Island		0/1/0				0/1/0	0/1/0
South Carolina		1/0/0				1/0/0	0/1/1
South Dakota		1/0/0				1/0/0	3/4/2
Tennessee		1/1/0				1/1/0	1/2/2
Texas		0/2/1				0/2/1	3/2/1
Virginia		1/0/0				1/0/0	1/2/2
Washington		0/2/0				0/2/0	0/0/2
Wisconsin		0/0/0				0/0/0	3/3/2
All Other States							
Mexico		0/0/0				0/0/0	0/0/1
TOTAL		15/20/8				15/20/8	46/47/41

The following list contains the names of all franchisees through December 31, 2005, their addresses, and the telephone numbers of their businesses:

Franchisees

FRANCHISED AREA	ADDRESS	CITY, STATE AND ZIP	PHONE NUMBER	OWNER
ARIZONA				
	1036 Longwood Loop	Mesa, AZ 85208	480-924-9700	Eric Smith
CALIFORNIA				
	206 Central Ave.	Mountain View, CA 94043	650-254-1678	Peter Ardren
	24856 Rollingwood Rd.	Lake Forest, CA 92630	949-916-8281	Steve Havert
	1909 Sunrise Ave.	Modesto, CA 95350	209-521-7799	Yousef Amiri
	6740 Lonicera St.	San Diego, CA 92009	760-602-0441	Shahriar Jamasb

FRANCHISED AREA	ADDRESS	CITY, STATE AND ZIP	PHONE NUMBER	OWNER
COLORADO				
	3285 Westerdoll Ave.	Loveland, CO 80538	970-613-0771	Richard Moore
	8134 Ferncliff Drive	Colorado Spring, CO 80920	719-282-2897	Steve Schmalz
CONNECTICUT				
	105 Town Farm Rd	Farmington Valley, CT 06032	860-751-6824	Layosh Toth
	690 Wolcott Rd.	Wolcott, CT 06716	203-879-1698	Nick Barnes
FLORIDA				
	244 Maureen Drive, Lake Sylvan Estates	Sanford, FL 32771	407-330-2828	Ray Pfeifler
	7203 Rex Hill Tr	Orlando, FL 32818	407-290-8467	Raj Sukhram
	16877 East Colonial Dr. #320	Orlando, FL 32820	407-484-7052	Christian Markham
	5717 NW Zenith	Port St. Lucie, FL 34986	772-633-9793	Dennis Mulder
	9920 Woodworth Ct.	Wellington, FL 33414	561-228-8599	Goeffrey LaRocque
HAWAII				
	826 – 10 th Ave.	Honolulu, HI 96816	808-737-8555	Steve Sellner
IDAHO				
	4414 Lincoln Rd.	Caldwell, ID 83605	207-454-0295	Steve & Leslie Eyton
ILLINOIS				
	887 Teasel Lane	Aurora, IL 60504	630-291-9772	Arthur Flowers
	1016 W. Madison St	Chicago, IL 60607	773-353-2991	Gary Buchanan
INDIANA				
	PO Box 203	Swayzee, IN 46986	765-922-7044	Gary Hendricks
KANSAS				
	8309 W. 127 th Terrace	Overland Park, KS 66213	913-481-4665	Ravindra Sheshappa
KENTUCKY				
	PO Box 841	Prospect, KY 40059	502-423-9198	Hugh Mitchell
MARYLAND				

FRANCHISED AREA	ADDRESS	CITY, STATE AND ZIP	PHONE NUMBER	OWNER
	2106 Cottage Hill Ct.	Eldersburg, MD 21784	410-552-1993	Douglas Schmidt
MASSACHUSETTS				
	Fiske Hill Plaza	Sturbridge, MA 01566	508-347-0864	Jim Tower
	6 Donald Rd.	Burlington, MA 01803	781-750-8161	Tom Kelley
MICHIGAN				
	3128 Walton Blvd. #280	Rochester Hills, MI 48309	248-709-2218	Mike Fitz-Gerald & Vicki Shepard
MINNESOTA				
	4794 Beacon Hill Road	Eagan, MN 55122	651-452-8880	Jonathan Tkach
NEBRASKA				
	13110 Birch Drive # 351	Omaha, NE 68164	402-408-5832	Ray Krause
NEW JERSEY				
	50 Hannah Lee Road	Barnegat, NJ 08005	609-607-9617	Mark Santorelli
	522 Hwy 9 N. #300	Freehold, NJ 07726	732-851-5960	Nancy Stango
NEW YORK				
	3908 Harlem Rd. #342	Amherst, NY 14226	716-836-6865	William Kiraly
	457 Main St. #172	Farmingdale, NY 14226	516-797-6920	Stuart Zura
	155 Windmill Trail	Rochester, NY 14624	585-764-5105	Steven Trubia
	111 Roosevelt Ave. Suite A	Mineola, NY 11501	516-877-2500	William Castoro
OHIO				
	223 E. Highland Road Suite A	Macedonia, OH 44056	330-467-1440	Tiffany Smith
PENNSYLVANIA				
	1136 Cornwallis Way	Collegeville, PA 19426	610-489-2660	David Sobczak
	1530 N. 18th St.	Philadelphia, PA 19121	484-325-1206	Mohammed Mekuns

FRANCHISED AREA	ADDRESS	CITY, STATE AND ZIP	PHONE NUMBER	OWNER
	1136 Cornwallis Way	Collegeville, PA 19426	610-489-2660	David Sobczak
	1530 N. 18th St.	Philadelphia, PA 19121	484-325-1206	Mohammed Mekuns
SOUTH DAKOTA				
	117 4 th Ave. NW	Watertown, SD 57201	605-886-8388	Joe Giovannettone
	108 NW 4 th	Madison, SD 57042	605-690-8949	Wade Larson
	1136 Cornwallis Way	Sioux Falls, SD 57106	605-941-7553	Craig Hansen
TENNESSEE				
	7495 Hwy 64	Oakland, TN 38060	901-465-0276	Michael Dawoud
TEXAS				
	1529 Summerfield Dr.	Allen, TX 75002	972-333-8919	Scott Crawford
	497 Kingwood	El Paso, TX 79932	915-328-1393	Robert Barraza
	6917 Brookglen Lane	Fort Worth, TX 76179	817-992-8795	Shane Luther
	4224 W. Roundbunch Rd	Orange, TX 77630	409-792-9181	Ed Hanusch
VIRGINIA	14001 C St, Germain Dr #663	Centreville, VA 20121	703-988-8826	John Hayes
WISCONSIN				
	1524 3 rd Ct.	Chetek, WI 54728	715-925-2022	Paul Huntwork
	S63W13292 Windsor Rd	Muskego, WI 53150	414-529-5450	Russ Koerner
WEST VIRGINIA				
	PO Box 4952	Charleston, WV 25364	304-984-1919	Tim Wilson

WE reserve the right to open and operate a company owned business at any time; however, WE cannot open a company owned business in YOUR Franchised Area if YOU are fulfilling YOUR obligations pursuant to the Franchise Agreement. WE use the calendar year as OUR fiscal year and the projections stated in this item are presented on a calendar year basis.

THE FOLLOWING LIST SETS FORTH THE NAME, LAST KNOWN HOME ADDRESS, AND TELEPHONE NUMBER OF EVERY FRANCHISEE WHO HAS HAD A

FRANCHISE TERMINATED, CANCELLED, OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT DURING THE MOST RECENTLY COMPLETED FISCAL YEAR (December 31, 2005):

Peter Chin	800 South Brea Blvd.	Brea	CA	92821	714-784-2037
Gary Randall	645 N. LaGrange Rd.	Frankfort	IL	60423	815-464-8340
Robert Lienhart	2902 Cornerstone Lane	Fort Collins	CO	80528	970-226-3646
Chris Phillips	236 Skywatch Drive	Danville	KY	40422	859-936-9400
Rehanna Khan	19313 Cypress Hill Way	Gaithersburg	MD	20879	301-367-0927
Lester Rogers	PMB 166, 425 Carr, 693	Dorado	PR	00646	888-390-0694
Jacob Cross	26 Pine Knoll Drive	Greenville	SC	29609	864-244-7870
Steve Ballinger	218 N. 3 rd St.	Aberdeen	SD	57401	605-229-7325
Ron Bernard	4315 Dayton Blvd. Suite C	Chattanooga	TN	37415	423-876-1002
Kamil Ince	12253 Streamvale Circle	Vienna	VA	20170	703-478-0402
Henry & Lynn Lipsey	35003 Vine St.	East Lake	OH	44095	440-954-6900
Michael & Cindy Marino	2950 West 12 th , Suite 40	Erie	PA	16505	814-838-6654
Henry Shilling	2208 Shoreham	Columbus	OH	43220	614-538-9231
Winston Alleyne	1722 Dean St.	Brooklyn	NY	11213	718-363-1291
Andrew Salvatore	2039 Seaford Ave.	Seaford	NY	11783	516-679-1824

THERE ARE NO FRANCHISEES WITH WHICH WE HAVE NOT COMMUNICATED IN THE LAST TEN WEEKS.

PROJECTED OPENINGS FOR THE CURRENT
YEAR AND AS OF DECEMBER 31, 2006

STATE	PROJECTED FRANCHISED OUTLETS OPEN IN THE CURRENT CALENDAR YEAR	FRANCHISE AGREEMENTS CURRENTLY SIGNED, BUT OUTLET NOT OPEN	PROJECTED FRANCHISED NEW OUTLETS IN THE NEXT CALENDAR YEAR
Alabama	1	0	1
Alaska	0	0	0
Arizona	2	0	2
Arkansas	2	0	2
California	4	0	4
Colorado	4	0	4
Connecticut	1	0	1
Delaware	1	0	1
District of Columbia	0	0	0
Florida	4	0	4
Georgia	2	0	2
Hawaii	0	0	0
Idaho	1	0	1
Indiana	2	0	2
Iowa	2	0	2
Illinois	2	0	2
Kansas	1	0	1
Kentucky	1	0	1
Louisiana	2	0	2
Maine	1	0	1
Maryland	1	0	1
Massachusetts	1	0	1
Michigan	0	0	0

STATE	PROJECTED FRANCHISED OUTLETS OPEN IN THE CURRENT CALENDAR YEAR	FRANCHISE AGREEMENTS CURRENTLY SIGNED, BUT OUTLET NOT OPEN	PROJECTED FRANCHISED NEW OUTLETS IN THE NEXT CALENDAR YEAR
Minnesota	5	0	5
Mississippi	0	0	0
Missouri	0	0	0
Montana	1	0	1
Nebraska	2	0	2
Nevada	0	0	0
New Hampshire	1	0	1
New Jersey	1	0	1
New Mexico	1	0	1
North Carolina	1	0	1
North Dakota	4	0	4
Ohio	0	0	0
Oklahoma	1	0	1
Oregon	2	0	2
Pennsylvania	1	0	1
South Carolina	1	0	1
South Dakota	5	0	5
Tennessee	2	0	2
Texas	0	0	0
Utah	1	0	1
Vermont	0	0	0
Virginia	0	0	0
Washington	0	0	0
West Virginia	1	0	1
Wisconsin	3	0	3
Wyoming	2	0	2

STATE	PROJECTED FRANCHISED OUTLETS OPEN IN THE CURRENT CALENDAR YEAR	FRANCHISE AGREEMENTS CURRENTLY SIGNED, BUT OUTLET NOT OPEN	PROJECTED FRANCHISED NEW OUTLETS IN THE NEXT CALENDAR YEAR
TOTAL	70	0	70

**STATUS OF COMPANY OWNED OUTLETS
FOR YEARS 2005/2004/2003**

There were no company owned outlets during the years 2005, 2004, and 2003.

ITEM 21

FINANCIAL STATEMENTS

OUR audited financial statements for 2003, 2004 and 2005 are contained in Exhibit C and were prepared in accordance with generally accepted accounting principles (GAAP). AS TO ANY UNAUDITED FINANCIAL STATEMENTS, PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THOSE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM

ITEM 22

CONTRACTS

Attached to this offering circular is a copy of OUR Franchise Agreement (Exhibit D). YOU should review the Franchise Agreement carefully since it is the binding document which controls YOUR business relationship with US. While it is important and helpful to crosscheck the information in the Franchise Agreement with the various Items in this offering circular, that is no substitute for a careful review of the Franchise Agreement by YOURSELF and an attorney, an accountant, or other competent business advisor.

YOU should also review the Non-Disclosure, Confidentiality and Non-Competition Agreement (Exhibit G), and the Personal Guaranty (Exhibit F) which must be signed if YOU are a business organization rather than an individual.

The contract exhibits are samples only and are not for execution.