FURNITURE MEDIC LIMITED PARTNERSHIP

ADDENDUM TO UNIFORM FRANCHISE OFFERING CIRCULAR

WHICH CONTAINS ADDITIONAL CHANGES

REQUIRED BY THE STATE OF CALIFORNIA

THIS ADDENDUM TO THE FURNITURE MEDIC LIMITED PARTNERSHIP

UNIFORM FRANCHISE OFFERING CIRCULAR

IS REQUIRED BY THE STATE OF CALIFORNIA AND IS

BEING PROVIDED TO YOU

AT THE SAME TIME AS THE

UNIFORM FRANCHISE OFFERING CIRCULAR ("UFOC")

WHICH CONTAINS THE INFORMATION

REQUIRED BY THE FEDERAL TRADE COMMISSION

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YOU SHOULD REVIEW THIS ADDENDUM

IN CONJUNCTION WITH THE UFOC

FURNITURE MEDIC LIMITED PARTNERSHIP

ADDENDUM TO UNIFORM FRANCHISE OFFERING CIRCULAR

REQUIRED BY THE STATE OF CALIFORNIA

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

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ADDENDUM TO FURNITURE MEDIC LIMITED PARTNERSHIP
UNIFORM FRANCHISE OFFERING CIRCULAR
INFORMATION REQUIRED BY THE
STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Relations Act the Uniform Franchise Offering Circular for Furniture Medic Limited Partnership for use in the State of California shall be amended as follows:

Item 2, "Business Experience," is amended by the addition of the following language to the original language that appears therein:

Neither Furniture Medic, nor anyone listed in Item 2 of the Offering Circular is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. In addition, no one has been suspended or expelled from membership in such association or exchange.

Item 17, "Renewal, Termination, Transfer and Dispute Resolution" of the Offering Circular is amended by the addition of the following language to the language that appears therein:

California Business and Professions Code Sections 20000 and 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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

Furniture Medic has a web site, at www.furnituremedicfranchise.com used as a sales promotion tool.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF OUR WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.corp.ca.gov

ADDENDUM TO THE FURNITURE MEDIC LIMITED PARTNERSHIP
FRANCHISE AGREEMENT

In recognition of the requirements of the California Franchise Relations Act the franchise agreement for Furniture Medic Limited Partnership for use in the State of California shall be amended as follows:

Article VIII: VIOLATION AND TERMINATION shall be supplemented by the following paragraphs:

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

Article IX: RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION, TERMINATION OR NON-RENEWAL is amended by the addition of the following language that appears therein:

Sections 20000 through 20043 of the California Business and Professions Code provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law still controls.

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

Article XII: ALTERNATE DISPUTE RESOLUTION is amended by the addition of the following language that appears therein:

The franchise agreement requires binding arbitration. The arbitration will occur at Memphis, Tennessee with the costs being borne by the non prevailing party to the arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

Article XIII: MISCELLANEOUS, is amended by the addition of the following language to the original language that appears therein:

The franchise agreement requires application of the laws of the State of Tennessee. This provision may not be enforceable under California law.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same day and year that the Franchise Agreement has been executed.

Attest:

FURNITURE MEDIC LIMITED PARTNERSHIP
By: FM Medic L.L.C., Its General Partner

_____
Secretary

By: _____

Title: _____

Attest:

FRANCHISEE:

_____

_____

By: _____

Title: _____

~~Item 23~~ITEM 23

ACKNOWLEDGMENT OF RECEIPT

THIS OFFERING CIRCULAR SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS OFFERING CIRCULAR AND ALL AGREEMENTS CAREFULLY.

IF FURNITURE MEDIC OFFERS YOU A FRANCHISE, FURNITURE MEDIC MUST PROVIDE THIS OFFERING CIRCULAR TO YOU BY THE EARLIEST OF:

(1) THE FIRST PERSONAL MEETING TO DISCUSS OUR FRANCHISE; OR

(2) TEN BUSINESS DAYS BEFORE THE SIGNING OF A BINDING AGREEMENT; OR

(3) TEN BUSINESS DAYS BEFORE A PAYMENT TO FURNITURE MEDIC;

YOU MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FIVE BUSINESS DAYS BEFORE YOU SIGN A FRANCHISE AGREEMENT.

IF FURNITURE MEDIC DOES NOT DELIVER THIS OFFERING CIRCULAR ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE APPROPRIATE STATE AGENCY IDENTIFIED ON EXHIBIT A.

Furniture Medic authorizes the respective state agencies identified on Exhibit A to receive service of process for us in their state.

I have received a Uniform Franchise Offering Circular dated ~~January 17~~March 31, 2006, and effective in the State of California as of_____, 2006. This Offering Circular included the following exhibits:

A. —List of- State Agencies
B—. Agents for Service of Process
C. —_Inventory and Equipment Opening Package
~~C-1 Kits Package~~
D. ServiceMaster Acceptance Company Business Note and Security Agreement
E. — Operations Manual Table of Contents
F. — The ServiceMaster Company and Subsidiaries Consolidated Financial Statements
G. — Franchise Agreement
H. — Franchisee Listing
I. — Former Franchisee Listing
J. — Training Schedule
K-. -Furniture Medic Trademarks
L. Lead Broker Referral Information
M. QFR Application
N. QFR RESPOND Agreement
Also, State Addendum

~~Franchisee Signature~~ ~~Print Name~~ ~~Date~~

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Franchise Signature Print Name Date

Franchise Signature Print Name Date

(PLEASE SIGN AND RETURN THIS ACKNOWLEDGMENT. THANK YOU)

FURNITURE MEDIC LIMITED PARTNERSHIP

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By: FM Medic L.L.C., Its General Partner

_____
Secretary

By: _____

Title: _____

Attest:

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Furniture Medic authorizes the respective state agencies identified on Exhibit A to receive service of process for us in their state.

I have received a Uniform Franchise Offering Circular dated March 31, 2006, and effective in the State of California as of_____, 2006. This Offering Circular included the following exhibits:

A. List of State Agencies
B. Agents for Service of Process
C. Inventory and Equipment Opening Package
D. ServiceMaster Acceptance Company Business Note and Security Agreement
E. Operations Manual Table of Contents
F. The ServiceMaster Company and Subsidiaries Consolidated Financial Statements
G. Franchise Agreement
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I. Former Franchisee Listing
J. Training Schedule
K. Furniture Medic Trademarks
L. Lead Broker Referral Information
M. QFR Application
N. QFR RESPOND Agreement

| Franchisee Signature | Print Name | Date |
|---|---|---|
| Franchisee Signature | Print Name | Date |

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_____

| Franchise Signature | Print Name | Date |
|---|---|---|
| Franchise Signature | Print Name | Date |

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