

FRANCHISE OFFERING CIRCULAR



Jumpbunch, Inc.
(A Maryland Corporation)
1160 Spa Rd, Suite 3B
Annapolis, Maryland 21403
410-703-2300

JUMPBUNCH® businesses specialize in providing sports, fitness, and physical education training and educational programs to children in preschool facilities, day care centers, other school facilities, and similar facilities.

The initial franchise fee is \$30,000 to \$50,000. The estimated initial investment required ranges from \$35,200 to \$77,200. not including real estate costs.

Risk Factors:

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

THE FRANCHISE AGREEMENT REQUIRES THAT ANY LEGAL ACTIONS BE BROUGHT IN MARYLAND. OUT OF STATE LEGAL ACTIONS MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE US IN MARYLAND THAN IN YOUR HOME STATE.

THE FRANCHISE AGREEMENT STATES THAT MARYLAND 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.

WE MAY TERMINATE YOUR FRANCHISE IF YOU PURCHASE GOODS OR SERVICES THAT ARE NOT ACCORDING TO OUR SPECIFICATIONS OR THAT ARE NOT FROM OUR APPROVED SUPPLIERS.

YOUR FAILURE TO MEET MINIMUM GROSS REVENUE REQUIREMENTS IS A DEFAULT UNDER THE FRANCHISE AGREEMENT AND GROUNDS FOR TERMINATION OF THE AGREEMENT.

WE OR OUR AFFILIATES MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION, AND MAY SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC IN COMPETITION WITH THE FRANCHISE.

THERE MAY BE OTHER RISKS ASSOCIATED WITH THIS FRANCHISE.

Information comparing franchisors is available. Call the state administrators listed in Exhibit "C" 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 California Corporations Commissioner, 320 West 4th Street, Suite 750, Los Angeles, California 90013-2344.

Effective Date:

JUMPBUNCH®
DISCLOSURE DOCUMENT

JUMPBUNCH®
DISCLOSURE DOCUMENT
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EXHIBITS

- A. FRANCHISE AGREEMENT
- B. FINANCIAL STATEMENTS
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INFORMATION FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE FEDERAL TRADE COMMISSION

regarding

JUMPBUNCH, INC.
(A Maryland Corporation)

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

ITEM 1

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this offering circular, Jumpbunch, Inc., the franchisor, is referred to in this disclosure document as “we,” “us,” or “our”. A franchisee is referred to in this disclosure document as “you” and “your”. If you are a legal entity, “you” includes your owners.

We are a corporation formed under Maryland law on June 7, 2001. Our principal business address is 1160 Spa Rd, Suite 3B, Annapolis, Maryland 21403. Our agent or agents to receive service of process, if any, are in attached Exhibit “C”.

From July, 1997, to October, 2006, Thomas Bunchman, our President, operated our affiliate, Jumpbunch (“JB”), a Maryland sole proprietorship. In October, 2006, the sole proprietorship ceased operation after its principal assets were sold to a franchise location. Your franchise is modeled after the sports, fitness, and physical education training business that was operated by JB.

We intend to do business under our corporate name and under the **JUMPBUNCH®** name. We sell franchises for the operation of **JUMPBUNCH®** businesses. **JUMPBUNCH®** businesses specialize in providing sports, fitness, and physical education training and educational programs to children in preschool facilities, day care centers, other school facilities, and similar facilities. These businesses operate under the **JUMPBUNCH®** name and under distinctive business formats, methods, procedures, designs, layouts, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time. We use, promote and license certain trademarks, service marks and other commercial symbols in the operation of **JUMPBUNCH®** businesses, including the **JUMPBUNCH®** trademarks and service marks and associated logo (collectively, the “Marks”. You will operate your franchise from a specific location in a defined territory. We manage the **JUMPBUNCH®** network of franchisees. We do not engage in any other business activity. We do not operate **JUMPBUNCH®** businesses. We have been offering **JUMPBUNCH®** franchises since October 12, 2001.

The services our franchises sell are well recognized by consumers and available from other sources. The market for our franchisee’s services is well developed. Our goods and services are sold to individuals and to businesses. Selling is not seasonal.

In addition to laws that apply to businesses generally, there may be regulations specific to the services offered by this type of business in the state or local area in which you will operate your **JUMPBUNCH®** franchise. It is your responsibility to investigate and to comply with any of these regulations in your state or local area.

There is competition for the services our franchisees will sell. Local independent businesses compete with our franchisees, as will regional, national or international chains.

ITEM 2

ITEM 2

BUSINESS EXPERIENCE

Thomas Bunchman, President

Thomas Bunchman is our President, a position he held since our inception. Mr. Bunchman also owned and operated our affiliate, JumpBunch®, a position he held from July, 1997 until its sale in October, 2006.

Kathleen Bunchman, Secretary

Kathleen Bunchman is our Secretary, a position she held since our inception, and works actively with day to day JumpBunch® operations. Ms. Bunchman was a substitute teacher at St. Mary's Elementary School from August, 1996 to June, 2003.

Timothy Lee Holadia, Franchise Sales Broker

Timothy Lee Holadia is our Franchise Sales Broker, a position he has held since April, 2007. Mr. Holadia also is President and Chief Executive Officer of FRANMOGUL, in Virginia Beach, Virginia, a position he has held since July, 2006. Mr. Holadia was Vice President and Director of Franchise Development for Geeks on Call America in Norfolk Virginia, from February, 2001, to July, 2006.

ITEM 3

LITIGATION

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 under the U.S. Bankruptcy Code required to be disclosed in this Item.

ITEM 5

INITIAL FRANCHISE FEE

You and all other **JUMPBUNCH®** franchisees will pay a lump sum, nonrefundable, franchise fee upon completion of initial training. The franchise fee varies depending upon the population in your exclusive territory. The table below shows how the franchise fee is calculated.

Territory Population:	Franchise Fee
Less than 250,000	\$30,000
250,000-500,000	\$40,000
500,000-1,000,000	\$50,000

Presently, if our Franchise Sales Broker refers a franchise prospect to us that signs a franchise agreement with us, we pay the Franchise Sales Broker the greater of 40% of the initial franchise fee paid to us, or \$15,000.

ITEM 6

OTHER FEES

FA = Franchise Agreement

<u>Name of Fee</u>	<u>Due Date</u>	<u>Amount</u>	<u>Remarks</u>
Successor Franchise Fee	Concurrently with our granting a successor franchise to you	Twenty five (25%) percent of our then current franchise fee	Paid to us if you want to renew your franchise agreement with us and obtain a successor franchise. Non-refundable. See Article 1.8. of the Franchise Agreement

<u>Name of Fee</u>	<u>Due Date</u>	<u>Amount</u>	<u>Remarks</u>
Royalty	Monthly on or before the 3rd day following the close of each calendar month	The higher of 8% of Gross Revenue ¹ or the minimum royalty as identified in the table below.	Paid to us to provide ongoing assistance to you and to use our Marks and proprietary intellectual property. Non-refundable. See Article 2.3. of the Franchise Agreement
Start-Up Marketing	Expended according to our marketing programs	\$500	Paid to advertisers to promote the franchise at opening. Non-refundable. See Article 2.4. of the Franchise Agreement
Regional/National Ad Fee	When the Royalty is paid	1% of Gross Revenue ¹	Paid to us into the advertising fund to use for building regional and national recognition of the Marks. See Article 2.5. of the Franchise Agreement
Local Marketing Fee	According to Methods of Operation as per your advertising budget	1% of Gross Revenue ¹	Paid to advertisers to promote your franchise locally. Non-refundable. See Article 2.6. of the Franchise Agreement
Interest on Late Payments	When you pay us the overdue amount	Highest contract rate beginning from the due date	Paid to us if you are overdue on a payment due to us. See Article 2.7. of the Franchise Agreement
Refresher Training Fee	As we and you agree	\$400 per person per day	Paid to us if you need additional or refresher training. See Article 3.2. of the Franchise Agreement
Per Day Fee	As we and you agree	\$400 per person per day	Paid to us if you need us to assist you in operating your franchise. See Article 3.4.7. of the Franchise Agreement

<u>Name of Fee</u>	<u>Due Date</u>	<u>Amount</u>	<u>Remarks</u>
Ongoing Assistance	As we and you agree	\$400 per person per day	Paid to us if you need ongoing assistance in operating your franchise. See Article 3.4.8. of the Franchise Agreement
Operations Manual Replacement Charge	When replacement pages are delivered to you	\$1 per page	Paid to us if you lose the Operations Manual or if we update pages to the Operations Manual. See Article 3.5. of the Franchise Agreement
Capital Additions	You will expend these amounts over the time it takes to make Capital Additions	Reasonable expenditures from time to time during the term of the Franchise Agreement	Paid to approved suppliers. Non-refundable. See Article 6.3. of the Franchise Agreement
Auditing Costs	Within 7 days of your receipt of notice from us that you must reimburse us for our actual costs of the audit	Reimbursement of actual costs	You'll reimburse us for our auditing costs if we have to audit you because you fail to provide us with required reports on a timely basis. See Article 8.3. of the Franchise Agreement
Franchise Transfer Fee	Concurrently with the transfer	\$5,000	Paid to us if you want to transfer the franchise. See Article 9.2. of the Franchise Agreement.

Except as otherwise noted above, all fees are imposed by us, are payable to us and are nonrefundable.

¹As the term is used in the Franchise Agreement, "Gross Revenue" means all revenue you derive from operating the **JUMPBUNCH®** franchise in accordance with the **JUMPBUNCH®** system standards, and whether from cash, check, barter, trade-in, credit transactions or otherwise, but excluding all federal, state or municipal sales taxes, use taxes or service taxes collected from customers and paid to the appropriate taxing authority and excluding customer refunds, adjustments, credits and allowances actually made by the franchise in compliance with the **JUMPBUNCH®** system standards.

MINIMUM ROYALTY

Territory Population:	Year 1 of the Term of the Franchise Agreement	Year 2 of the Term of the Franchise Agreement	Year 3 and Thereafter During the Remaining Term of the Franchise Agreement
Less than 250,000	\$300 per calendar month, beginning fourth month	\$400 per calendar month	\$500 per calendar month
250,000-500,000	\$400 per calendar month, beginning fourth month	\$500 per calendar month	\$600 per calendar month
500,000-1,000,000	\$600 per calendar month, beginning fourth month	\$700 per calendar month	\$800 per calendar month

ITEM 7**INITIAL INVESTMENT**Your Estimated Initial Investment

INVESTMENT ITEM	AMOUNT (LOW)	ESTIMATED (HIGH)	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	\$30,000	\$50,000	Lump sum	When you sign the Franchise Agreement	Us. Non-refundable.
Leasehold Improvements ¹	\$0	\$5,000	Terms vary	Terms vary	Approved suppliers or per specifications. Non-refundable.
Signs	\$100	\$1,000	Terms vary	Terms vary	Approved suppliers or per specifications. Non-refundable.

INVESTMENT ITEM	AMOUNT (LOW)	ESTIMATED (HIGH)	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Office Equipment and Supplies ²	\$500	\$1,500	Terms vary	Terms vary	Approved suppliers or per specifications. Non-refundable.
Fitness Equipment ³	\$1,000	\$1,500	Terms vary	Terms vary	Approved suppliers or per specifications. Non-refundable.
Start-Up Marketing	\$500	\$1,000	Terms vary	Shortly before and around the time you begin operations	Advertisers. Non-refundable.
Insurance	\$1,000	\$4,500	Lump sum payment of first year premium	Before beginning operations	Insurance companies. Non-refundable.
Professional Fees	\$1,000	\$2,500	Terms vary	Terms vary	Accountants, lawyers, etc. Non-refundable.
Initial Training Expenses	\$400	\$1,700	Terms vary	Terms vary	Airfare, ground transportation, meals, lodging, etc. Non-refundable.
Lease Deposits	\$0	\$2,000	Terms vary	Terms vary	Landlord. May be refundable although terms will vary.

INVESTMENT ITEM	AMOUNT (LOW)	ESTIMATED (HIGH)	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Other Deposits	\$0	\$500	Lump sum	When you hire the service	Utilities, banks/credit card companies, leased equipment vendors, alarm company, telephone company. May be refundable although terms will vary.
Licenses and/or Bonds	\$300	\$1,000	Lump sum payment on application	Prior to beginning operations	Government agencies and bonding companies. Non-refundable.
Additional Funds	\$400	\$5,000	Terms vary	Amount varies over the next 3 months	Payroll, debt service, and miscellaneous day-to-day expenses
Total	\$35,200	\$77,200	Does not include real estate costs		

The expenses in this Item 7 are estimates of your initial investment in one franchise prior to beginning operations and for the first three months after that time. We cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on how closely you follow the **JUMPBUNCH®** system standards, your management skill, experience and business acumen, local economic conditions, the acceptance by local consumers of our approved services, prevailing wage rates, competition, etc. We've made no estimate regarding real estate acquisition costs. We do not require you to acquire real estate. We make no representation as to whether any of the estimated investment amounts are refundable. The estimates in this Item 7 were developed based upon the experience of our former affiliate in starting a business similar to the franchise business and upon our analysis of the present market cost of obtaining the necessary goods and services to begin operating the franchise business. We do not provide any financing of your initial investment.

¹ Typically, the franchise will be operated out of your home. We have included in our high end estimate your costs for any leasehold improvements in a rented space in the event you elect to operate the franchise outside your home. Our primary concern as to the type of property in which

you operate the franchise is that the franchise business not be located in any area which clearly may reflect negatively upon the image of the franchise business, such as in an area with a historically high crime rate. The property type may be residential, office or commercial. There are no requirements as to building size.

² Our estimated cost of office equipment and supplies includes the cost of a computer, printer/fax/copy machine, phone/voice mail system, filing cabinets, forms, and stationery.

³ Our estimated cost of fitness equipment includes sports equipment, toys and miscellaneous items you will need to conduct the classes. We made no estimate for a vehicle as we assume you will use a vehicle you already own.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The leasehold improvements, signs, office equipment and supplies, and fitness equipment listed in Item 7 must be purchased by you from our approved suppliers or according to our specifications. You must use an approved accounting software program in the operation of your JUMPBUNCH® franchise. You will use the accounting software program to generate invoices and receipts for customers, track your sales at the franchise, and maintain information required for accounting records. Also, you must use a standard Windows 2000® compatible computer. You must purchase and use Microsoft Publisher 2002 or a more recent version of this software. You also will need a printer, a facsimile machine, and a copy machine, in order to operate the franchise. You will use the personal computer to communicate with us through the Internet, as well as to create correspondence and records related to the franchise. It will be your responsibility to find an Internet Service Provider and to set up an e-mail account through which you can communicate with us. The software and hardware are not proprietary.

Approved suppliers and specifications are set forth in our Operations Manual. Approved suppliers and specifications are determined based on the current needs for operating the franchised business. We evaluate approved suppliers based on price, service, quality, and other commercially reasonable benchmarks. The identity of approved suppliers and these specifications are updated periodically in writing by modifying the appropriate pages of the Operations Manual. We will send you modified pages through the United States Mail or by any other commercially reasonable means. We have procedures for approving vendors and suppliers you recommend. It takes up to 90 days to evaluate new vendors or suppliers.

Attached Exhibit "D" sets forth the goods and services we require you to purchase or lease from our approved suppliers and any arrangements we've negotiated with the suppliers. These goods and services include leasehold improvements, signs, office equipment and supplies, fitness equipment, and insurance. We are not currently approved suppliers. We do not derive revenue or other material consideration as a result of your required purchases or leases. Our reason for these requirements is to ensure uniformity and consistent quality in all

JUMPBUNCH® locations. During our last fiscal year ending December 31, 2006, we did not derive gross revenue from franchisees' required purchases.

The following table sets forth our estimates regarding the items we require you to purchase or lease from our approved vendors and suppliers relative to your total initial investment and annual operating expenses (not as a percentage of gross revenue).

<u>Goods/Services</u>	<u>Percentage of Total Initial Investment</u>	<u>Percentage of Total Annual Operating Expenses</u>
Leasehold improvements	0% to 13%	Less than 1%
Signs	1% to 3%	Less than 1%
Office equipment and Supplies	4% to 5%	Less than 3%
Production equipment	4% to 10%	Less than 3%
Insurance	4% to 5%	Less than 2%

We do not provide other material benefits to you, i.e., special renewal privilege or additional franchises, based on your use of our designated or approved sources. We have no information to report on revenue at this time. There are no purchasing or distribution cooperatives at this time.

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.

<i>OBLIGATION</i>	<i>ARTICLE NUMBER IN FRANCHISE AGREEMENT</i>	<i>ITEM NUMBER IN DISCLOSURE DOCUMENT</i>
a. Site selection and acquisition/ lease	Not applicable	11
b. Pre-opening purchases/leases	6.	8
c. Initial and ongoing training	3.	7 and 11
d. Opening	2.4.	11
f. Fees	1.8., 2.1., 2.3., 2.4., 2.5., 2.6., 2.7., 3.2., 3.4., 3.5., 6.3., 8.3., 9.2.,	5 and 6
g. Compliance with standards and Policies / Operations Manual	1.1., 3., 6.	11
h. Trademarks and proprietary Information	4., 6.	13 and 14
i. Restrictions on products/services Offered	6.	16
j. Warranty and customer service Requirements	N/A	11
k. Territorial development and sales Quotas	2.9.	12
l. Ongoing products/service Purchases	3.4.2., 3.5., 6.	8
m. Maintenance, appearance and Remodeling requirements	6.	6 and 8
n. Insurance	6.1.13.	7 and 8
o. Advertising	2.4., 2.5., 2.6.	6 and 11
p. Indemnification	12.4.	9
q. Owner's participation/ Management/staffing	1.4., 1.7.	11 and 15
r. Records/reports	7.	6
s. Inspections/audits	8.	6 and 11
t. Transfer	9.	17
u. Renewal	1.8.	17

<i>OBLIGATION</i>	<i>ARTICLE NUMBER IN FRANCHISE AGREEMENT</i>	<i>ITEM NUMBER IN DISCLOSURE DOCUMENT</i>
v. Post-termination obligations	11.	17
w. Non-competition covenants	5., 11.	17
x. Dispute resolution	13.12.	17
y. [other]		

ITEM 10

FINANCING

We do not offer direct financing. We do not guarantee any note, lease or other of your obligations.

ITEM 11

FRANCHISOR OBLIGATIONS

Except as listed below, we need not provide any assistance to you (Article refers to the relevant Franchise Agreement Article):

Our obligations prior to your beginning operation of your **JUMPBUNCH®** franchise (with cites to the Franchise Agreement) include:

1. Granting you a franchise when you sign the Franchise Agreement to operate a **JUMPBUNCH®** business within a designated territory (Article 1.3.);
2. Allowing you to use our Operations Manual and instructing you in “Methods of Operation” within 60 days of your signing the Franchise Agreement (Article 3.5.). You will be permitted to view our Operations Manual at our main office prior to purchasing the franchise. A copy of the Table of Contents to our Operations Manual is contained in Exhibit “E” to the Franchise Offering Circular;
3. Providing you with an initial training program within 60 days of your signing the Franchise Agreement (Article 3.1.);
4. Providing you with general guidance, within 60 days of your signing the Franchise Agreement, concerning (Article 3.3. and sub-articles);

Standards, specifications and operating procedures and methods utilized by the business;

Purchasing required ancillary goods, equipment, materials, supplies and services;

Advertising and marketing programs;

Employee training; and

Administrative, bookkeeping and accounting procedures and services.

Since we allow you to operate from your home, we have no requirement that we must approve a location for your **JUMPBUNCH®** business. However, if you decide to operate your business from outside your home, we have the right to approve your choice of location. The primary factor we consider in approving your choice of location is that the location not adversely impact the image of the franchise, such as being located in an area with a historically high crime rate. We will not unreasonably withhold our consent to your choice of a location but if you and we can't agree on a choice of a location, we may terminate the Franchise Agreement and retain your initial franchise fee.

Our obligations to you during the operation of your **JUMPBUNCH®** franchise may include:

1. Providing you with telephone and e-mail consultation during the times as are outlined in the Operations Manual (Article 3.4.1.);
2. Providing you with buying advisory services where we provide you with lists of sources and approved suppliers for our ancillary goods, services, equipment, etc. (Article 3.4.2.);
3. Providing you with ongoing marketing programs (Article 3.4.3.);
4. Providing you with newsletter services where we may inform you periodically about current events in the **JUMPBUNCH®** franchise program (FA 3.4.4.);
5. Providing you with meetings, seminars or conventions where we may get together with you and other **JUMPBUNCH®** franchisees for business or social purposes (Article 3.4.5.);
6. Providing you with research and development regarding our Methods of Operation (Article 3.4.6.);
7. At your request, we may furnish additional guidance and assistance and, in this situation, may charge the per day fees and charges we periodically

establish. If you request, or if we require, additional or special training for your employees, all of the expenses that we incur in connection with this training, including per day charges and travel and living expenses for our personnel, will be paid by you (Article 3.4.7.);

8. As we may mutually agree, we may provide ongoing assistance to you at the hourly fee and charge we periodically establish. (FA 3.4.8.);

We control an Advertising Fund to which all **JUMPBUNCH®** franchisees contribute. We may, but are not obligated to, contribute to the Advertising Fund. We are not limited to any specific media in which ads may be disseminated. We are not limited to local, regional or national programs, but may use a combination of these programs. We will generate ads and may solicit outside ad agencies for ad creation. You can only use advertising that you generate after first receiving our approval. We are not required under the terms of the Franchise Agreement to provide advertising in the area or territory where your **JUMPBUNCH®** franchise is located in the same proportion as your contributions to the Advertising Fund. The Advertising Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for the reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Advertising Fund and its programs. We will prepare an annual unaudited statement of monies collected and costs incurred by the Advertising Fund and furnish the statement to you upon written request. Any money in the Advertising Fund which is not depleted within the calendar or fiscal year will remain in the Advertising Fund for use during the following calendar or fiscal year. Our franchisor-owned company units have no obligation to contribute to the Advertising Fund. (Article 9). There are no advertising cooperatives or franchisee councils involved in the advertising process, although we have the right to require these cooperatives to be formed, changed, dissolved or merged. The Advertising Fund will use 0% of Ad Fees collected to solicit the sale of **JUMPBUNCH®** franchises. During our last fiscal year ending December 31, 2003, we collected no Advertising Fund fees.

We approve suppliers for hardware and software (see Item 8 above). You must use an approved accounting software program in the operation of your **JUMPBUNCH®** franchise. You will use the accounting software program to generate invoices and receipts for customers, track your sales at the franchise, and maintain information required for accounting records. We also require you to use a standard Windows 2000® compatible computer. Also, you must purchase and use Microsoft Publisher 2002 or a more recent version of this software. You also will need a printer, a facsimile machine, and a copy machine, in order to operate the franchise. You will use the personal computer to communicate with us through the Internet, as well as to create correspondence and records related to the franchise. It will be your responsibility to find an Internet Service Provider and to set up an e-mail account through which you can communicate with us. The software and hardware are not proprietary. You will contact our approved suppliers for service and maintenance of your computer hardware and software and peripheral equipment. Our approved suppliers have their own policies for service and maintenance as well as hardware and software upgrades. You agree to maintain at your own expense a computer system that conforms to the requirements and formats we periodically, including updating all computer

software and hardware as we require. We may, as often as we deem appropriate, including on a daily basis, access the computer systems that you must maintain in connection with the operation of the **JUMPBUNCH®** franchise and may retrieve all information relating to the **JUMPBUNCH®** franchise's operations. (Article 7.2.)

We estimate the length of time between the signing of the Franchise Agreement or the first payment of consideration for the **JUMPBUNCH®** franchise and your first marketing effort to sell the franchise services is 30 days. Things that may affect the time period include your ability to purchase equipment, obtain clients, and/or purchase materials and supplies. You must begin operation of your **JUMPBUNCH®** franchise within 90 days after execution of the Franchise Agreement or within 10 days after you have completed initial training to our satisfaction. The pre-opening training program will be conducted at our mutual convenience during this time period.

Our training program is conducted at our main office at 1160 Spa Rd, Suite 3B, Annapolis, Maryland 21403. Our current initial training program consists of 2 working days of training for you (or your Managing Owner), and 1 additional employee you elect to enroll in the training program. Also, you must participate in all other activities required to operate the **JUMPBUNCH®** franchise. Although we will furnish initial training to you (or your Managing Owner), and 1 additional employee at no additional fee or other charge, you will be responsible for all travel and living expenses which you (or your Managing Owner) and your employee incur in connection with training. If we determine that you (or your Managing Owner) are unable to complete initial training to our satisfaction, we may terminate the Franchise Agreement under the terms of Article 10 of the Franchise Agreement. (Article 10.2.)

We may reasonably require you (or your Managing Owner) and/or previously trained and experienced employees to attend refresher training courses at the times and locations that we designate, and we may charge reasonable fees for these courses. There are no limits on the frequency of these required refresher training courses.

Pre-opening training will be provided substantially as follows:

SUBJECT	TIME BEGUN	INSTRUCT- IONAL MATERIAL	HOURS OF CLASS- ROOM TRAINING	HOURS OF ON THE JOB TRAINING	INSTRUCTOR
Personnel	See Note 1	Operations Manual	1	0	See Note 2
Administration	See Note 1	Operations Manual	3	0	See Note 2
Operations	See Note 1	Operations Manual	3	0	See Note 2

SUBJECT	TIME BEGUN	INSTRUCTIONAL MATERIAL	HOURS OF CLASS-ROOM TRAINING	HOURS OF ON THE JOB TRAINING	INSTRUCTOR
Marketing, Advertising and Public Relations	See Note 1	Operations Manual	3	0	See Note 2
Client Service and Selling	See Note 1	Operations Manual	3	0	See Note 2

Note 1: It is the nature of the **JUMPBUNCH®** business that all subjects are integrated into the training program, and that there are no clear delineations between the subjects being learned.

Note 2: Thomas Bunchman, our President, currently leads our training program and has experience in training all of the subject matters as the former owner of JB and has trained franchisees as our President.

ITEM 12

TERRITORY

You will be granted a specific Territory (the "Territory") in which to operate your franchise. Your Territory will be defined as a specific geographic area identified using commonly understood state, county, municipal or postal area definitions, in which we will not locate another franchise or company-owned location.

There is no minimum area granted to a franchisee but our typical franchise territory will contain between 250,000 people and 500,000 people, usually in metropolitan markets. The basis for determining the approximate size of a typical territory is the experience of our former affiliate JB in operating in the Annapolis, Maryland area.

We may sell our services and related goods, whether or not using the Marks, through distribution channels other than **JUMPBUNCH®** businesses. Also, we may establish, and grant to franchisees the right to establish, **JUMPBUNCH®** businesses anywhere outside the Territory on terms and conditions that we deem appropriate.

We presently do not sell the same or similar services and goods through other distribution channels and have no plans to sell franchises under a different trademark within the current and next fiscal year. We are not restricted from establishing other franchises or company-owned outlets selling or leasing similar products or services under a different trademark.

Your rights in and to your **JUMPBUNCH®** franchise depend on your meeting a minimum gross revenue quota. At the end of each 52 week period of your Franchise Agreement, starting on the date you sign the Franchise Agreement, we will calculate your Gross Revenue (as defined in Article 2.2. of the Franchise Agreement) for the previous 52 week period. We may terminate the Franchise Agreement if at the end of a 52 week period, you fail to derive Gross Revenue for the franchise business during the previous 52 week period in the amounts identified in the table below:

MINIMUM 52 WEEK GROSS REVENUE QUOTA

Territory Population:	Year 1	Year 2	Year 3 and Thereafter During the Remaining Term of the Franchise Agreement
Less than 250,000	\$45,000	\$60,000	\$75,000
250,000-500,000	\$60,000	\$75,000	\$90,000
500,000-1,000,000	\$90,000	\$105,000	\$120,000

The configuration of your territory may not be altered except by written mutual agreement signed by both you and us. You do not receive the right to open additional locations under the Franchise Agreement.

ITEM 13

TRADEMARKS

The **JUMPBUNCH®** trademark is the principal trademark you'll use under license from us through the Franchise Agreement. The **JUMPBUNCH®** trademark listed below is registered with the United States Patent and Trademark Office ("PTO"). Since we have a Principal Register federal registration for the **JUMPBUNCH®** trademark, we have certain presumptive legal rights granted by a registration.

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION	REGISTER
JUMPBUNCH®	2586608	June 25, 2002	Principal
jumpbunch.com	Registered Internet Domain Name		

You must use our current and future trademarks, service marks and trade names only in the ways we have approved in advance in writing. Also, you must stop using any trademarks, service marks or trade names that we determine to be no longer part of the **JUMPBUNCH®** system standards, including the **JUMPBUNCH®** trademark.

There are no currently effective material determinations of the PTO, Trademark Trial and Appeal Board, the trademark administrator of any state, or any court. There are no pending infringements, oppositions or cancellations concerning the principal trademarks. There is no pending material litigation involving the principal trademarks.

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

We are not obligated, by the terms of the Franchise Agreement or otherwise, to protect your right to use the principal trademarks. Nor are we obligated to protect you against claims of infringement or unfair competition arising out of your use of the principal trademarks.

We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks in the state where your franchise may be located. If it becomes advisable at any time for us and/or you to modify or discontinue the use of any Marks and/or use one or more additional or substitute trademarks or service marks, you are must comply with our directions within a reasonable time after receiving notice from us. We don't have to reimburse you for any loss of revenue attributed to any modified or discontinued Marks or for any expenditures you make to promote a modified or substitute trademark or service mark.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You must operate your **JUMPBUNCH®** franchise in accordance with our Operations Manual and our Methods of Operation. Our Operations Manual and our Methods of Operation contain mandatory and suggested specifications, standards, operating procedures and rules that we periodically prescribe for the operation of a **JUMPBUNCH®** business and information relating to your other obligations under the Franchise Agreement and related agreements. The Operations Manual may be periodically modified by us to reflect changes in our Methods of Operation. You do not receive the right to use an item covered by a federally registered patent or copyright, but you must use the proprietary information contained in our Operations Manual. The Operations Manual and the specifics on your use of the Operations Manual are described in the Franchise Agreement. Although we haven't filed an application for copyright registration, we claim copyright protection for the Operations Manual, software, advertising materials, and other materials we give you for your use or for public dissemination, other proprietary information and publications we own or have acquired under license from a third party, and everything concerning Methods of Operation. All of this is our proprietary intellectual property.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You or your Managing Owner must, at all times, exert your best efforts in performing your obligations under the Franchise Agreement. Each of your owners must jointly and severally be bound by the terms of the Franchise Agreement and personally guarantee your performance. We expect that you or your Managing Owner will run the business on a day-to-day basis.

If the franchisee is a business entity, you must designate and we must approve a Managing Owner to operate the franchise. There is no required amount of equity interest that the Managing Owner must have in the franchise. If you elect to hire a manager or supervisor to operate the franchise and we consent to this election, the employee must successfully complete our initial training program and must be bound to the confidentiality and non-competition provisions of the Franchise Agreement. We have the unrestricted right to approve or disapprove of your choice of who you can hire as an on-premises supervisor.

Your owners, their spouses and children are bound by the non-competition covenants and confidentiality provisions of the Franchise Agreement during and after the term of the Franchise Agreement. Your owners must sign a personal guaranty which may place each owner's and his/her spouse's personal assets at risk.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer and sell those services and related goods that we have authorized and approved. You must offer all services and related goods that we designate as required for all franchisees. We may add additional authorized services or goods that you must offer. There are no limits on our right to do so.

You must operate your **JUMPBUNCH®** franchise in accordance with our Operations Manual and our Methods of Operation. Our Operations Manual and our Methods of Operation contain mandatory and suggested specifications, standards, operating procedures and rules that we prescribe from time to time for the operation of a **JUMPBUNCH®** business and information relating to your other obligations under the Franchise Agreement and related agreements. The Operations Manual may be periodically modified by us to reflect changes in our Methods of Operation.

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

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS OFFERING CIRCULAR.

<i>PROVISION</i>	<i>ARTICLE IN FRANCHISE AGREEMENT</i>	<i>SUMMARY</i>
a. Term of the Franchise	1.3.	Term is 10 years.
b. Renewal or extension of the term	1.8.	Additional 10 year periods.
c. Requirements for you to renew or extend.	1.8.	Sign our then-current franchise agreement and pay us a successor franchise fee in an amount equal to 25% of the franchise fee we are then customarily charging for new franchises
d. Termination by you	10.1.	You may not terminate the Franchise Agreement except in cases where a court of competent jurisdiction has determined that termination is appropriate. For example if we have materially breached a law regulating the sale of franchises or a law governing the relationship of a franchisor and its franchisee.
e. Termination by us without cause	10.2.	Material, incurable breaches of the Franchise Agreement
f. Termination by us with cause	10.2.	Material, uncured breaches of the Franchise Agreement. Article 10.2.16. of the Franchise Agreement which provides for termination upon bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).
g. "Cause" defined – defaults which can be cured	10.2.	You may cure certain deficiencies in the operation of the franchise (such as payment to us of overdue amounts, submission of required reports, violation of health, sanitation or safety laws, etc.) before we will terminate the Franchise Agreement.

PROVISION	ARTICLE IN FRANCHISE AGREEMENT	SUMMARY
h. "Cause" defined – defaults which cannot be cured	10.2.	Certain deficiencies in the operation of the franchise (such as you or your owners conviction of a felony, your disclosure of Confidential Information, your making a material misrepresentation or omission in connection with your purchase of the franchise, etc.) are inherently incurable and will result in termination of the Franchise Agreement.
i. Your obligations on termination/non-renewal	4, 11	Pay us what you owe us, cease using the Marks, and follow our termination procedures
j. Assignment of Contract by us	9.1.	Fully transferable by us. However, no assignment will be made except to an assignee who in the good faith judgment of the franchisor is willing and able to assume the franchisor's obligations.
k. "Transfer" by you - definition	9.2.	All transfers require our approval. The term "transfer" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift, or other disposition of any interest in the Franchise Agreement, you or the franchise.
l. Our approval of transfer by you	9.2.	Required by us before you may transfer the franchise.
m. Conditions for our approval of transfer	9.2.	The proposed transferee must be have acceptable character and financial resources and you must pay our transfer fees.
n. Our right of first refusal to acquire your business	9.3.	For all third party <i>bona fide</i> offers, we have the right of first refusal to purchase your business.
o. Our option to purchase your business	No specific provision	No specific provision
p. Your death or disability	15.1.	If your Managing Owner dies or is incapacitated, you must immediately notify us and appoint a new Managing Owner within 60 days after the death or incapacity and give us 10 days prior notice of the appointment.

<i>PROVISION</i>	<i>ARTICLE IN FRANCHISE AGREEMENT</i>	<i>SUMMARY</i>
q. Non-competition covenants during the term of the franchise	5.1.	You may not have an interest in a competitive business while you are a franchisee.
r. Non-competition covenants after the franchise is terminated or expires	11.	24 months within 100 miles of your franchise location and 50 miles of any other JUMPBUNCH® business
s. Modification of the agreement	13.16.	Must be in writing
t. Integration / merger clause	13.18.	Oral statements not binding. The Franchise Agreement and the system standards are the entire agreement
u. Dispute resolution by arbitration or mediation	13.12.	All non-money issues except post-term use of the Marks
v. Choice of forum	13.14.	Maryland. You may bring lawsuit in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise
w. Choice of law	13.13.	Maryland, except for arbitration which is covered by the Federal Arbitration Act. You may bring lawsuit in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
x. Waiver of jury trial	13.15.	By all parties with specific exceptions
y. Responsibility for taxes	12.3.	Your are responsible for all taxes arising from your business
z. Copyrights	4.7.	We own any materials submitted to us for approval

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 70807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42133e et seq.], DELAWARE [Code Sections 25512556], HAWAII Rev. Stat. Section 482E1], ILLINOIS [815 ILCS 705/19 and 20], INDIANA [Stat. Section 2322.7], IOWA [Code Sections 523H.1 523H.17], MICHIGAN [Stat. Section 2322.7], MINNESOTA [Stat. Sec. 80C.14], MISSISSIPPI [Code Section 752451], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87401], NEW JERSEY [Stat. Section 56:101], SOUTH DAKOTA [Codified Laws Section 375A51], VIRGINIA [Code Section 13.1-557 through 13.1-574 of the Code of Virginia], 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.

California Business and Professions Code Sections 20000 through 20043 provide additional rights to you that are disclosed in Exhibit "F", "California Addendum", to this offering circular.

ITEM 18

PUBLIC FIGURES

There are no public figures involved in the sale of this franchise.

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 franchise. Actual results vary from franchise to franchise and we cannot estimate the results of any particular franchise.

ITEM 20**LIST OF OUTLETS**

FRANCHISED UNIT STATUS SUMMARY FOR YEAR ENDED DECEMBER 31,
2006, 2005, AND 2004:

<i>STATE</i>	<i>TRANSFERS</i>	<i>CANCELED OR TERMINATED</i>	<i>NOT RENEWED</i>	<i>REACQUIRED BY FRANCHISOR</i>	<i>LEFT THE SYSTEM OTHER</i>	<i>TOTAL FROM LEFT COLUMNS</i>	<i>FRANCHISES OPERATING AT YEAR END</i>
Louisiana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
Maryland	0/0/0	0/0/1	0/0/0	0/0/0	0/0/0	0/0/1	6/2/1
Missouri	0/0/0	0/0/0	0/0/0	1/0/0	0/0/0	1/0/0	0/1/1
Texas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/1/1
Connect- icut	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/1/1
California	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	5/5/4
Georgia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/2/1
Pennsyl- vania	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/1/1
Indiana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
Kansas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/0
Colorado	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/0/0
Nebraska	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/0/0
Totals	0/0/0	0/0/1	0/0/0	1/0/0	0/0/0	1/0/1	24/16/4

We have communicated with all our franchisees within the last 10 weeks. Below is a list of all current franchisees, as of March 27, 2007:

1. BETTR Enterprises, Inc., 22505 Old Rolling Rd, California, MD 20619 301-737-4700
2. Sportivo LLC, 125 Leah Dr, Mandeville, LA 70448 985-624-9740
3. CSCRM, Inc. 4202 Villanova, Houston, TX 77005 713-661-2000
4. B&D Sports, Inc. 11506 E. 75th St, Indianapolis, IN 46236 317-440-7095
5. KinderKid Fitness and Fun LLC, 12695 Doral, Tustin, CA 92782 714-606-2423
6. Just For Kids Fitness LLC, 18492 Swarthmore Dr, Saratoga, CA 95070 408-866-1951
7. The Kid Coaches LLC, 6936 Glenview Dr, San Jose, CA 95120 408-891-9964
8. SoCal KidSports, P.O. Box 1737, Temple City, CA 91780 626-285-5575
9. 3-2-1-Fun, Inc., 8 Carolyn Circle, Naugatuck, CT 06770 203-720-0321
10. Lisa Kelly, 605 Audubon Ave, Pittsburgh, PA 15228 412-531-6650

11. Bullhorn LLC, 9555 Rod Rd, Alpharetta, GA 30022 770-619-4315
12. ALS Lifelong Fitness, Inc., 14788 Mountain High Dr., Fontana, CA 92337
909-268-2358
13. Jeff Hauge, 5342 W. 44th Ct. S., Wichita, KS 67215 316-665-4777
14. Grasshopper Sports LLC, 58 Shiver Lane, Box Springs, GA 31801 706-332-5148
15. HMKS, Inc., 6126 Downs Ridge Ct., Elkridge, MD 21075 443-472-5434
- 16 Hop, Skip & Jump LLC, 76 Hartwell Rd, West Hartford, CT 06117 860-212-1111
- 17 North Texas Kid Fit LLC, 10904 Paisano Dr, Frisco, TX 75035 214-718-1843
- 18 Kenny-Dent, Inc., 2309-D Bel Air Rd, Fallston, MD 21047 410-887-7676
- 19 Chesapeake Kids Sports & Fitness LLC, 315 Lynwood Dr, Severna Park, MD 21146
410-279-8745
- 20 Anset Bethesda LLC, 9500 Singleton Dr, Bethesda, MD 20817 301-760-3948
- 21 Lance Graves & Mark Cooley, 1407 N. 134th Circle, Omaha, NE 68154 402-210-1935
- 22 Rocky Mountain Kids Sports, Inc., 13268 Lost Lake Way, Broomfield, CO 80020
720-979-9828
- 23 Tim's Personal Training, Inc., 1812 Blue Heron Ln, Palmyra, PA 17078 717-574-4528
- 24 Margarete Rougier-Roane & James Roane, 3112 Aventine Pl, Bowie, MD 20716
240-643-1145
- 25 Entemoch LLC, 2516 Walden Woods Dr, Apex, NC 27523 919-372-7266.

On May 22, 2006 we reacquired the franchise from Jennifer Fortel. Home address: 9418 Tilles Dr, St. Louis, MO. Home phone: 314-323-4974.

**STATUS OF COMPANY-OWNED UNITS FOR YEAR ENDED
DECEMBER 31, 2006, 2005, AND 2004:**

<i>STATE</i>	<i>UNITS CLOSED DURING YEAR</i>	<i>UNITS OPENED DURING YEAR</i>	<i>TOTAL UNITS OPERATING AT YEAR END</i>
Maryland	1/0/0	0/0/0	0/1/1

PROJECTED STARTUPS AS OF DECEMBER 31, 2007:

<i>STATE</i>	<i>FRANCHISE AGREEMENTS SIGNED BUT NOT OPERATIONAL</i>	<i>PROJECTED FRANCHISES IN CURRENT FISCAL YEAR</i>	<i>PROJECTED COMPANY OWNED UNITS IN CURRENT FISCAL YEAR</i>
California	0	4	0
Maryland	0	2	0
New York	0	3	0
Colorado	0	1	0
Pennsylvania	0	2	0
North Carolina	0	1	0
Texas	0	1	0
New Jersey	0	2	0
Ohio	0	2	0
Hawaii	0	1	0
Massachusetts	0	1	0
Illinois	0	2	0
Florida	0	2	0
Totals	0	24	0

Our Fiscal Year Ends on December 31.

ITEM 21

FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit “B” are our audited financial statements, as of December 31, 2006, December 31, 2005, and December 31, 2004.

ITEM 22

CONTRACTS

Attached to this disclosure document as Exhibit “A” is our Franchise Agreement. Each of your owners, at any time during the term of this Agreement, will execute an agreement in the form that we prescribe (see Appendix "B" to the Franchise Agreement) undertaking to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. “Owner” is defined as any individual who has a legal ownership interest in the franchise business. Each of your owners are required to sign the personal guaranty.

ITEM 23

RECEIPTS

The Receipt is the last page of this document (identified as Exhibit “G”). There are 2 copies. The copy that we keep as our record of presentation of this offering circular to you shall have been clipped to the cover and signed and dated by you upon presentation. We keep the copy you sign and date.

[THE DISCLOSURE DOCUMENT ENDS HERE]