

## ITEM 1 THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

We are ProntoWash USA, LLC. We are a Florida limited liability company formed on February 22, 2002. To simplify this offering circular, we refer to ourselves as "ProntoWash," "we" or "us." We refer to the person or company that buys a franchise as "you." Sometimes in this offering circular "you" also means individuals who are stockholders of a corporation, members of a limited liability company, or partners of a partnership that buys a franchise. Our business address is 5481 NW 159 Street, Miami, Florida 33014. Our phone number is 305-623-7851. Our agent for service of process is Boris Rosen, 150 SE 2 Ave., Suite 1200, Miami, Florida 33131. Exhibit K identifies agents in some other states.

We are the exclusive U.S. licensee of ProntoWash S.A. ("PWI"), a corporation organized in Argentina. Our license agreement with them lets us grant franchises. Their business and legal address is Avenida Corrientes 1660 L.43 Capital Federal, Buenos Aires Argentina. We have no other predecessor or affiliate.

Our business is operating and granting franchises to let people, like you, operate a unique car wash and detailing service ("Point of Service") via Mobile Detailing Units (MDUs) and Detail Centers at designated locations. We offer two types of franchises— Mall Facility and Corporate/other franchises. We also develop Washing units for leasing to other companies, produce private labeled Karts for sales by other entities and are developing consumer direct cleaning products. We are not in any other business.

We enter agreements with malls, corporate facilities and other parking lots to operate or let others operate mobile car wash and Detail Centers. We expect most available corporate or mall locations for your franchise will be contracted by us via national or regional agreements. However, you may select your own location with our approval. You use our system to provide car wash/detailing services delivered in a mobile setting or via stationary Detail Centers that serve as a hub for your operations.

We also offer franchisees the ability to enter into a multi franchise agreement with us. As a multi franchisee, you obtain the right to develop and operate multiple ProntoWash Points of Service using the ProntoWash System within a designated area.

If you sign our Master Franchise Sales Agreement, we let you assist us sell, develop and service franchises within a designated territory. As a master sales franchisee, you need to prepare a Uniform Franchise Offering Circular based on our disclosure document. We will assist in this process by providing you the information you will need to include about us. If you are in the states of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin, you may also need to register as a subfranchisor with the appropriate state agency.

Our system allows you to provide car wash services to customers, using our proprietary Mobile Detailing Units ("MDUs") to provide wash, wax, and vacuum services for parked cars, vans and SUV's. You use a Detail Center as the main hub of operations. The Detail Center also allows you to offer

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higher end services such as shampoo and leather cleaning services. Customers can have their cars washed while shopping, at work or attending to other activities.

If you sign our High End Detail Addendum, you will also be able to offer scratch, touch-up, headlight restoration, buffing and dent repair services to customers.

We have operated similar businesses as those you will operate since November, 2002. We do not operate locations abroad nor do we sell franchises to persons located outside the United States.

We also have lease arrangements with some corporate clients that let them lease MDUs from us for a fee. These corporate clients use the MDUs only for their internal purposes (i.e. to wash their fleet of vehicles).

PWI, is the developer of the ProntoWash System. PWI has granted master franchises in 17 countries including Argentina, Brazil, Ecuador, Colombia, Peru, Venezuela, Honduras, Panamá, Guatemala, Costa Rica, Mexico, Portugal, Spain, Romania, Kazakhstan, Puerto Rico & Caribbean, and the United States. PWI is not in any other business.

You must comply with laws on operating a business including obtaining a business license. You must also comply with environmental regulations and laws on hazardous wastes. As an employer, you must also comply with laws on minimum wages, overtime, maximum working hours, working conditions, unlawful discrimination, and restricting employment of aliens and children. If used properly and pursuant to our guidelines, our MDUs and Detail Centers meet U.S. government regulations for services offered to the public.

You will compete with other car wash services. They use different technologies such as tunnel, conveyor, self-service, in-bay, etc. Most are stand alone operations. Many are linked with other services like gas stations and convenience stores. You may also compete with our company owned Points of Service (if any are located near you, see Item 20).

We have offered the franchises described in this offering circular since March, 2004. We haven't offered franchises in any other business.

## **ITEM 2 BUSINESS EXPERIENCE**

### **Chief Executive Officer/President: Larry Kruguer**

Mr. Kruguer, based in Miami, Florida has been our Chief Executive Officer and President since January, 2003. Since August, 2001, Mr. Kruguer has also served as Managing Director of Kruguer Consultants International in Miami, Florida, an independent international consultant assisting foreign private investors with new business development in the U.S as well as U.S. investors seeking opportunities in Latin America. He served as Vice President of Marketing for SportsLine.com in Ft. Lauderdale, FL from August, 1998 to August, 2001. SportsLine is an Internet sports related company selling branded, interactive information, programming and merchandise. Mr. Kruguer operates from our headquarters in Miami, Florida.

Chief Operating Officer: Alfredo de la Serna

Mr. de la Serna, based in Miami, Florida, has been our Chief Operating Officer since October, 2003. From January, 2003 to October, 2003 he served as Chief Executive Officer of Pronto Wash Mexico, Inc. where he was responsible for the launch and development of the Prontowash system in Mexico. From August, 2002 to December, 2002 he served as Chief Operating Officer of Iberoamerican Consulting Group S.A. de C.V. in Mexico. From November, 2001 to July, 2002 he was Vice President of Marketing and Sales for Mexico, Central and South America for GS, Inc., in Mexico. From July, 1999 to September, 2001 he served as Business Development and Implementation Director of Spectra Site, S.A. de C.V. in Mexico, Houston Texas and Brazil. Mr. De la Serna operates from our headquarters in Miami, Florida.

ProntoWash USA Chief Marketing Officer: Marcelo Villena

Mr. Villena, based in Miami, Florida has served as our Chief Marketing Officer since May 1, 2005. Since 2002, he has also served as President of Pronto Wash Caribe Inc. in Puerto Rico, a corporation that launched and developed the Pronto Wash system in Puerto Rico. Between 2000 and 2002, Mr. Villena was responsible for launching AMF Distributors, Inc., a food service distribution company specializing in Pizza ingredients located in San Juan, Puerto Rico. From 2000 to 2002 he also held interests in Pizza Factory and Ochoa Café both start up fast food businesses in San Juan, Puerto Rico.

ProntoWash USA Advisory Board and Director of PWI: Jorge Alan Packer

Mr. Packer, based in Argentina, has been a member of our advisory board since February, 2002. He is currently Chief Operation Officer of PWI, a position he has held since December, 2004 and is a director of PWI since November, 2001. From December, 2001 to December, 2004 he served as Chief Executive Officer for ProntoWash Brazil. From June, 2000 to September, 2001 he served as Consulting Director of e-volution in Argentina and Brazil.

ProntoWash USA Support Team – Chief Marketing Officer/Manager of Business Development for PWI: Andres Spilzinger

Mr. Spilzinger, based in Argentina, has provided operational support to us since September, 2002. He joined PWI in May, 2002 as Chief Marketing Officer/Manager of Business Development. In that role, he has been involved in business planning, financial plan projections and market research support. From February, 2001 to March, 2002 he was Digital Branding Manager of FutureBrand in Argentina. From January, 1999 to February, 2001 he held the position of Senior Consultant at Santa Fe Associates in Argentina. Mr. Spilzinger operates from PWI's headquarters in Argentina.

Franchise Broker: Franchise Growth Systems

We contracted with Franchise Growth Systems, based in Mesa, Arizona to act as our franchise brokers. The following are Franchise Growth System's principal officers:

Dan Olsen: Franchise Growth Systems President

Mr. Olsen has served as Franchise Growth System's President since it was formed in October, 2002. From January, 1998 to May, 2003, Mr. Olsen was Director of Regional Licensing for Fantastic Sams in Mesa Arizona.

Tamara Dawn Veater: Franchise Growth Systems VP and Regional Director

Ms. Veater has served as Franchise Growth System's Vice President and Regional Director since it was formed in October, 2002. From 1987 to 2002, she was a franchise owner of three Big-O-Tires locations in Mesa, Arizona.

Ren Waters: Franchise Growth Systems VP of Franchise Sales and Regional Director

Mr. Waters has served as Franchise Growth System's Vice President of Franchise Sales and Regional Director since 2003. From 1995 to 2003 he was a franchise salesperson for Fantastic Sams in Colorado.

Clark Beauchamp: President of Dreamquest, Inc.

Mr. Beauchamp became our franchise broker in March, 2006. He also serves as President of Dreamquest, Inc., a consulting and sales company in Mission Viejo, California since April, 2004 and is the principal of Dreamquest Consulting, a franchise development company in Mission Viejo, California since September, 2006. From March, 1996 to April, 2004, he served as Executive Vice President of Sales and Marketing for Money Mailer LLC, an advertising company in Garden Grove, California.

**ITEM 3 LITIGATION**

No litigation is required to be disclosed in this Offering Circular.

**ITEM 4 BANKRUPTCY**

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

**ITEM 5 INITIAL FRANCHISE FEE**

When you sign our franchise agreement, you pay an initial fee of \$35,000 for a Tier A mall location, \$25,000 for a Tier B mall location and \$15,000 for a Tier C mall location or Tier D corporate

location. Before opening, you also pay us for MDUs and related equipment needed to operate your Point of Service as well as opening inventory. We estimate these expenses will be as follows:

Name of Expense	Amount
MDU and related equipment	\$2,000 per MDU <sup>1</sup> (Total: \$6,000 to \$10,000)
Opening Inventory, Point of Purchase materials and training	\$15,000-\$30,000 per POS <sup>2</sup>
Total <sup>3</sup>	\$21,000-\$40,000 per POS

Notes:

1. This amount is based on the current price for an MDU and the related equipment that makes up the MDU. Actual costs may vary based on the type of additional equipment and accessories purchased for a particular POS. Initial MDUs at a POS will vary on Tier level but will usually be between 3 and 5 units.

2. This amount is an estimate of your start up kit costs and training excluding MDUs purchased and will vary on Tier Level. This fee does not include your travel and living expenses while training or any other costs or fees not payable directly to us or our affiliates. These costs will also vary depending on the number of personnel hired and number of persons to be trained. See Items 7 and 11.

3. The total is an estimate of the initial Start Up Kit costs you will incur for MDUs, opening inventory, training and point of purchase marketing materials. This amount may vary based on the number of personnel hired and number of persons to be trained and type of equipment and accessories purchased. See Items 7 and 11. See Item 7 for other estimated expenses and costs you will incur to establish your business.

We determine your Tier Level and the projected number of Detail Centers-Hubs to be established at your franchise based on the square footage of your POS. See grid below showing the parameters we use to determine your Tier Level.

**PROPERTY TIER - RATING MATRIX**

TIER TYPE		DESCRIPTION		IE. EXISTING PROPERTIES	PROJECTED # OF DC-HUBS	
<b>A</b>	<b>High Traffic Major Retail Mall</b>	<i>Key Metrics</i>	Size - Square Footage Some Covered Park (y/h):	1,000,000 + usually yes	Town Center - Boca Raton, FL or Dolphin Mall - Miami, FL	2-4
		<i>Secondary Metrics</i>	# of National Anchors/Big Box Stores: # of property employees: Is Valet present:	4 + 2000 + usually yes		
<b>B</b>	<b>Moderate Traffic Major Retail Mall</b>	<i>Key Metrics</i>	Size - Square Footage Some Covered Park (y/h):	500K - 1MM sometimes	Pembroke Lakes - Ft. Lauderdale, FL or Dadeland Mall - Miami, FL	1-3
		<i>Secondary Metrics</i>	# of National Anchors/Big Box Stores: # of property employees: Is Valet present:	2-4 1500 + sometimes		
<b>C</b>	<b>Moderate Traffic Strip - Lifestyle Retail Mall</b>	<i>Key Metrics</i>	Size - Square Footage Some Covered Park (y/h):	<500K usually no	Sunset Shops - Miami, FL or Fashion Square Mall - Charlottesville, VA	1
		<i>Secondary Metrics</i>	# of National Anchors/Big Box Stores: # of property employees: Is Valet present:	1-2 1000 + no		
<b>D</b>	<b>Corporate Facility - Office Building or Campus</b>	<i>Key Metrics</i>	Monthly Paying/Reserved Customers: # of Parking Spaces: Some Covered Park (y/h):	500 + 1,000 + usually yes	High-Rise or Multi Building complex i.e. Suntrust Tower - Tampa	1-2
		<i>Secondary Metrics</i>	Corporate Campus (y/h) # of tenants: Valet (y/h):	sometimes 50 + usually no		

We tell you the exact number of MDUs you will need for your franchise after we meet. For a Tier A or B mall Detail Center-Hub you will need a minimum of 5 MDUs. For a Tier C mall or Tier D corporate Detail Center-Hub, a minimum of 3 MDUs.

You pay the initial franchise fee in a lump sum on signing the Franchise Agreement. If you fail to complete our training program to our satisfaction, we may cancel the franchise agreement and keep all monies paid to us.

If you sign our High End Detail Addendum, entitling you to offer scratch, touch-up, buffing, headlight restoration and dent repair services to consumers, you pay an initial detail fee of \$2,000. You must also purchase additional equipment from us at a cost ranging from \$1,000 to \$7,000 depending on the detail services to be offered at your POS.

If you sign our Multi-Franchise Agreement, entitling you to open a minimum of 3 ProntoWash Franchise Points of Service in a geographic area you and we agree on, the initial fee is 75% of our standard initial franchise fees for each location anticipated to be opened in your territory, based on the Tier Levels selected in your agreement. We will credit applicable portions of this fee toward the franchise fees payable when you sign each franchise agreement. The fee does not include any MDUs. Should your actual locations differ from the target tiers stated in your agreement, we will debit or credit the appropriate amounts from/to you. If, after the agreement is signed, you elect to open a more expensive tier (for example, a Tier A location rather than a Tier C location), we have the right to charge you the difference between 75% of our then current fee for the newly selected tier and what you paid on signing the Multi Franchise agreement.

The Multi-Franchise agreement provides you the right of first refusal to open Points of Service in your territory. This right of first refusal ends when you reach the number of POS' to be opened in your agreement. We determine your geographic area based on population as determined by the U.S. Census Bureau (Metropolitan Statistical Areas). In urban areas, your minimum territory will contain a population of at least 100,000 persons. In rural areas, your minimum territory will generally contain a population of at least 50,000. However, if the population in your Metropolitan Statistical Area is less than 50,000, we can reduce the minimum to a lower number.

If you sign our Master Franchise Sales Agreement, entitling you to help us sell and develop franchises in a designated territory, the initial fee is as follows:

<b>Region Description</b>	<b>Approximate Population</b>	<b>Total Price</b>
<b>Massachusetts, NH, VT, ME - ADI's (Average Developer Index) in States</b>	8,900,000	\$ 297,465
<b>Connecticut, Rhode Island - ADI's in States</b>	4,100,000	\$ 134,285
<b>New York City, NY 1 - Sullivan to Westchester + Fairfield ADI.</b>	3,100,000	\$ 125,000
<b>New York City, NY 2 – Manhattan, Staten Island, Bronx &amp; Brooklyn</b>	5,800,000	\$ 196,346
<b>New York City, NY 3 – Suffolk, Nassau, Queens ADIs</b>	5,000,000	\$ 165,514
<b>Albany, NY + Syracuse, Watertown, Utica, Binghamton ADI's</b>	3,200,000	\$ 125,000
<b>Buffalo, NY + Rochester, Elmira ADI's</b>	2,900,000	\$ 125,000
<b>Newark, NJ - N. New Jersey, Wilkes-Barre ADI's</b>	8,000,000	\$ 266,376
<b>Philadelphia, PA - So. New Jersey, Harrisburg</b>	9,500,000	\$ 270,144
<b>Pittsburg, PA - Western PA ADI's</b>	4,000,000	\$ 125,000
<b>Maryland + Washington DC, Sussex Co. ADI's</b>	5,300,000	\$ 159,488
<b>Virginia - ADI's in state</b>	8,000,000	\$ 232,973 (Not Available)
<b>Raleigh-Durham + Greensboro, Winston-Salem, NC</b>	5,200,000	\$ 165,284
<b>Charlotte, NC - Charlotte, Asheville, Greenville ADI's</b>	4,900,000	\$ 164,749
<b>Columbia, SC + Charleston, Florence, M. Beach ADI's</b>	3,800,000	\$ 125,000
<b>Atlanta, GA - Atlanta ADI</b>	5,600,000	\$ 164,940
<b>Jacksonville, FL - Jacksonville ADI</b>	2,400,000	\$ 125,000
<b>Orlando, FL + Daytona Beach, Gainesville ADI's</b>	3,500,000	\$ 125,000
<b>Tampa Bay, FL + St. Pete, Sarasota, Ft. Myers ADI's</b>	5,000,000	\$ 155,222 (Not Available)
<b>Miami, FL + Ft. Lauderdale, W. Palm ADI's</b>	5,900,000	\$ 201,836
<b>Birmingham, AL + Jackson, MS - Most ADI's in State</b>	7,900,000	\$ 160,368
<b>Nashville, TN - Eastern TN ADI's</b>	4,500,000	\$ 125,000

<b>Memphis, TN - Western TN, + AR ADI's</b>	4,300,000	\$ 125,000
<b>Cincinnati, OH - Cincinnati, Louisville, Lexington ADI's</b>	5,000,000	\$ 125,000
<b>Columbus, OH - Columbus, Dayton ADI's</b>	3,500,000	\$ 125,000
<b>Cleveland, OH - Cleveland, Youngstown ADI's</b>	4,600,000	\$ 125,000
<b>Indianapolis, IN + Ft. Wayne, South Bend ADI's</b>	4,200,000	\$ 125,000
<b>Detroit, MI - Detroit, Flint, Lansing, Toledo ADI's</b>	8,000,000	\$ 205,934
<b>Minneapolis, MN - ADI's in State + W. Wisconsin</b>	5,500,000	\$ 152,977
<b>Milwaukee, WI - ADI's in State less: W. Wisconsin</b>	5,200,000	\$ 129,947
<b>Chicago, IL - Chicago ADI</b>	10,600,000	\$ 344,806
<b>Iowa + Omaha, NE - Most ADI's in state</b>	4,600,000	\$ 125,000
<b>Oklahoma - State less 3 counties</b>	3,400,000	\$ 125,000
<b>St. Louis, MO - St. Louis, Columbia ADI's</b>	3,500,000	\$ 125,000
<b>Kansas City, MO - + Topeka, Springfield ADI's</b>	4,200,000	\$ 125,000
<b>New Orleans, LA - ADI's in State</b>	4,900,000	\$ 125,000
<b>Houston, TX - Houston ADI</b>	5,900,000	\$ 188,610
<b>Dallas, TX - Dallas-Ft. Worth, Tyler and Long View ADI</b>	7,100,000	\$ 260,041 (Not Available)
<b>San Antonio, TX - San Antonio, Austin, S. Texas ADI's</b>	5,600,000	\$ 193,940
<b>Albuquerque, NM - ADI's in state, El Paso ADI</b>	2,600,000	\$ 125,000
<b>Phoenix, AZ - ADI's in State</b>	5,700,000	\$ 222,935 (Not Available)
<b>Las Vegas, NV - Clark, Lincoln, Nye Counties (ADI)</b>	1,700,000	\$ 125,000 (Not Available)
<b>Denver, CO - ADI's in State</b>	4,600,000	\$ 155,111
<b>Salt Lake City, UT - ADI's in State, No. East Nevada</b>	2,500,000	\$ 125,000
<b>Seattle, WA - ADI's in state less SW Wash</b>	5,600,000	\$ 172,938
<b>Portland, OR - ADI's in State+ SW Wash. ADI</b>	4,100,000	\$ 130,000
<b>San Francisco, CA - Bay area, Eureka ADI's</b>	6,700,000	\$ 251,479 (Not Available)
<b>Sacramento, CA - Sacramento, Reno, Chico ADI's</b>	5,100,000	\$ 168,601 (Not Available)
<b>North West Los Angeles - Ventura to San Luis Obispo + Kern</b>	2,100,000	\$ 125,000
<b>Los Angeles, CA - LA County</b>	9,900,000	\$ 341,742 (Not Available)
<b>Riverside + San Bernadino Counties</b>	3,800,000	\$ 125,000
<b>Orange, CA - Orange County ADI</b>	3,000,000	\$ 125,000 (Not Available)
<b>San Diego, CA - San Diego, Imperial ADI</b>	3,100,000	\$ 125,000 (Not Available)
<b>Hawaii - ADI's in State</b>	1,200,000	\$ 125,000



The Master Franchise Sales fees above are based on the Average Developer Index which measures population density in metropolitan areas. The fees are effective as of the date of this offering circular and may be revised from time to time to adjust to changing market conditions.

None of the fees payable to us is refundable. We do not currently offer any financing.

**ITEM 6 OTHER FEES (1)**

Name of Fee	Amount	Due Date	Remarks
Royalty(1)	The greater of 8% of Gross Sales or the following amounts per Detail Center-Hub per month: Tiers A and B: First Hub \$1,000 Second Hub: \$500 Third+ Hubs: \$250  Tiers C and D: Each Hub: \$500	On the 5 <sup>th</sup> day of each month.	Royalties are due on a monthly basis. Gross Sales means all sales made from your Point of Service, whether for car washing or other services, but excluding sales tax collected and provided to the taxing agency and refunds, chargebacks, credits and allowances given in good faith to customers.
Advertising Fee(1)	The greater of ½% of Gross Sales or \$150 per POS per month.	On the 5 <sup>th</sup> day of each month.	Ad fees are on a monthly basis.
Advertising Cooperative Fee	\$200 per POS location per month.	As determined by the cooperative.	If we start an advertising cooperative for your region, you contribute to it. This fee is in addition to the advertising fee. See Item 11.
Additional Training Fee (2)	\$50 per hour per Franchisor staff member sent to train you or your staff	30 days after billing	If you ask us to provide additional training to your team.
PDA based POS Software monthly fee	\$36 per month for primary HUB and \$18 per month for each additional Hub at your POS.	On the 5 <sup>th</sup> day of each month	Supports POS system technical issues and upgrades
Rent	Actual rent amount	As required by lease	If you sublease your location from us, you pay us rent unless we make arrangements for you to pay the landlord directly.
Transfer Fee	The amount that you paid us in royalties (or should have paid us in royalties) in the 3 month period immediately preceding the date the proposed transfer is to take effect.	Before completing transaction.	If you sell your business, you pay us this fee.

Name of Fee	Amount	Due Date	Remarks
Payments for equipment, supplies or inventory	Varies. See Exhibit M.	Usually pre-paid at time of order. May vary depending on supplier.	You pay for equipment, products and other items you purchase from us, our affiliate or our approved supplier. You also pay freight, and other ancillary charges.
Additional MDUs	\$2,000 per MDU.	When placing order.	You pay this fee to acquire additional MDUs after your initial start up kit purchase (see item 11).
Renewal Fee	Average royalty paid to us in the 12 calendar months immediately preceding the anticipated renewal date with a minimum of \$1,000.	On renewal	To renew your business after your initial 5 year term, you pay us this fee.
Management Fee	\$200 per day plus our travel, lodging, personnel compensation	As incurred	If we operate your Point of Service after your death or incapacity, we receive this management fee until a qualified manager assumes full time operations of the Point of Service.
Fee for Use of Non-Approved Suppliers or Products and/or Non-Compliance with Standards	\$100	Per violation	If we discover that you purchased products or supplies from non-approved suppliers or that you failed to comply with our standards in our Franchisee Book after receiving notice, we can charge you this fee for each subsequent violation regardless of whether the violation is for the same or other conduct. This fee is not a waiver of your default and does not waive any of our rights and remedies against you.
Cure of Breach	Our actual expenses.	As incurred	If we cure any breach of the franchise agreement on your behalf, you reimburse our expenses.

Name of Fee	Amount	Due Date	Remarks
Audit Fee	Costs and expense of audit plus interest.	Promptly after audit reveals underpayment	Audit fee is only payable if you underpay us by more than 2% of the correct amount.
Costs of Enforcement	Our actual expenses and costs.	As incurred	If we prevail in a lawsuit against you, you pay our attorney's fees, experts' fees, court costs and all other expenses of litigation.
Interest	1.5% per month (18% annually)	As incurred	You pay this if you do not pay us amounts owed to us on time
Insurance	Varies	When we request.	If you don't get insurance we require, then we can get it for you (though we don't have to) and you pay for the insurance or reimburse us.
Indemnification	Our actual costs and expenses.	On demand.	You indemnify us concerning your Point of Service
Expenses Caused by Breach	Our actual expenses	On demand	You pay us all expenses we incur due to your breach or default.
Reimbursement for Rent	Actual rent paid	On demand	You reimburse us for any rent we pay on your behalf
Failure to Satisfy Minimum Development Quota Fee	Initial Fee for the unopened Point of Service and monthly royalty equal to \$1,500 per month as long as your Point of Service remains unopened.	Initial fee is due by the 5th day after the due date to open the Point of Service.  Royalty payments are due by the 5th day of each month.	If you sign our multi franchise agreement and you fail to satisfy your development quota, then you pay us the initial fee that would have been due had you opened your Point of Service by the due date. You also pay us a monthly royalty of \$1,500 as long as the Point of Service remains unopened.

Name of Fee	Amount	Due Date	Remarks
High End Detail Monthly Royalty Fee (optional)	The higher of: \$250/month or 8% of Gross Sales derived from detailing services in levels 1 or 2. \$500/month or 8% of Gross Sales derived from detailing services in level 3.	On the 5 <sup>th</sup> day of each month.	If you sign our High End Detail Addendum, you pay this ongoing monthly fee. Level 1 services include scratch removal, headlight restoration, paint touch up and buffing. Level 2 services include paintless dent repair. Level 3 services include both levels 1 and 2.

Footnotes:

- (1) Other than the advertising co-operative fee, all fees are imposed by and are payable to us. All fees are non-refundable. We can increase the royalty and advertising fees annually for inflation.
- (2) If you request and we agree to provide training or assistance at your Point of Service additional to the Initial Training, then you pay us our then standard rates for each day of additional training or assistance. Currently, our standard rates are \$50 per hour per staff member we send. For training performed away from our offices, you also reimburse our travel and lodging expenses.

The following are our other fees/commission payments under the Master Franchise Sales Agreement:

Name of Fee	Amount	Due Date	Remarks
Initial Franchise Fee Commission	50% of Net Franchise Fees paid by each franchisee in your territory.	Within 20 days following the month in which we receive the revenue from the franchisee.	You receive this commission after we receive initial franchise fees from franchisees in your territory. "Net Franchise Fees" means the franchise fees paid by a franchisee in your territory less our marketing expenses, including any referral bonuses and other related expenses we pay.
Royalty Commission	50% of any royalty collected in your territory.	Within 20 days following the month in which we receive the revenue from the franchisee.	You receive this commission on a monthly basis for royalties paid by franchisees in your territory in the prior month.
Equipment Sales Commission	10% of the revenue collected on equipment sales to franchisees in your territory.	Within 20 days following the month in which we receive the revenue from the franchisee.	We pay you a 10% commission on all equipment sales purchased by franchisees in your territory in the prior month.

Name of Fee	Amount	Due Date	Remarks
Ongoing Cleaning Materials Commission	10% of revenue we collect on cleaning material sales to franchisees in your territory.	Within 20 days following the month in which we receive the revenue from the franchisee.	We pay you a 10% commission on revenue collected from cleaning material sales to franchisees in your territory in the prior month.
Renewal Fee Commission	50% of renewal fee paid by a franchisee in your territory.	Within 20 days following the month in which we receive the revenue from the franchisee.	You receive this commission if a franchisee in your territory renews their agreement with us for another term.
Transfer Fee Commission	50% of transfer fee paid by a franchisee in your territory.	Within 20 days following the month in which we receive the revenue from the franchisee.	You receive this commission after a franchisee in your territory pays us our standard transfer fee to sell their franchise to an approved buyer.
Other Fees Commission	25% of all other fees received from franchises or other businesses in your territory	Within 20 days following the month in which we receive the fee from the franchisee.	We pay you a 25% commission on other fees not listed elsewhere in this table which we collect from franchisees or other businesses in your territory in the prior month.
Promotional Costs	50% of our promotional costs.	As incurred	You reimburse us 50% of the cost of promotional programs we establish in your territory.
Profit/Loss Sharing	50% of the profits or losses	As incurred	If a franchise operating in your territory closes or stops operating, we split the profit or loss received when the franchise is sold. If the location is sold, we split the cost we incur to settle lease issues and legal expenses in defending any action brought by the landlord of the location.
Expense Sharing	50% of expenses	As incurred	We split any expenses we incur to defend a franchise agreement, store lease or sublease, or to start an eviction action against a franchisee in your territory.
Interest	1% per month or the highest rate allowed by law, whichever is higher	As incurred	You pay this if you do not pay us amounts owed to us on time

All fees payable under the Master Franchise Sales Agreement are to us and are not-refundable.

### ITEM 7 INITIAL INVESTMENT

#### ESTIMATED INITIAL INVESTMENT FOR A MOBILE CAR WASH POINT OF SERVICE AT A TIER A AND B LOCATION (1)

Item	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee (2)	\$25,000 - \$35,000	Cash	On signing franchise agreement	Pronto Wash
Equipment (MDUs and accessories) (3)(4)	\$10,000 - \$20,000	Cash	On signing franchise agreement	Pronto Wash
Operations Set Up (5)	\$0 - \$5,000	Cash	Before opening business	Government Agencies/ Third Parties
Shipping, Handling and Transportation Costs(6)	\$125 - \$2,500	Cash	Before shipping	Pronto Wash/ Suppliers
Retail Build Out (7)	\$5,000 - \$25,000	Cash	Before opening business	Prontowash/ Suppliers
Uniforms and accessories (3)(8)	\$570 - \$1,070	Cash	Before opening business	Pronto Wash
Opening Inventory (3)(9)	\$3,000 - \$4,500	Cash	Before opening business	Pronto Wash
Training and Materials Fees (3)(10)	\$500 - \$1,500	Cash	Before training	Pronto Wash
Travel and Living Expenses while Training (11)	\$1,275 - \$4,425	Cash	As incurred during training	Airline, hotel, restaurant
Rent (for 3 months) including utility deposit and fees (12)	\$0 - \$13,500	Cash	When signing lease	Landlord

Item	Amount	Method of Payment	When Due	To Whom Paid
Lease Brokerage/Administrative Fees (13)	\$1,500 - \$3,000	Cash	When signing lease	ProntoWash and/or Broker
Grand Opening staff Support & Promotion (3)(14)	\$1,000 - \$10,000	Cash	As incurred	Various vendors and ProntoWash
Licenses and Permits (15)	\$250 - \$1,275	Cash	Before opening	Government agencies
Detail Center Signage (16)	\$2,000 - \$6,000	Cash	Before opening business.	Vendors
Building improvements (17)	\$0 - \$10,000	Cash	Before opening	Landlord
Fixtures (18)	\$250 - \$1,000	Cash	Before opening	Landlord or suppliers
Recruiting (19)	\$0- \$2,000	Cash	Before opening	Vendors
Employee wages (20)	\$24,000 - \$36,000	Cash	As incurred	Employees
Travel and Living Expense Reimbursement for Pre-Launch Consultation (21)	\$0- \$1,250	Cash	As incurred	ProntoWash
High End Detail Addendum Fee and Initial Costs (optional) (22)	\$0- \$10,000	Cash	On signing addendum and monthly.	ProntoWash and Vendors
Golf Carts (optional) (23)	\$0 - \$3,000	Cash on purchase; suppliers will require cash or may provide you limited credit.	As needed.	Us or suppliers
Optional Inventory (24)	\$0 - \$3,000	Cash	If purchased	Vendors
Insurance (25)	\$3,000 - \$6,000	Cash	Before opening	Insurance company

Item	Amount	Method of Payment	When Due	To Whom Paid
Financing Fees (26)	\$0 - \$6,000	Cash	Before opening	Lenders
Working Capital (27)	\$10,500 - \$21,000	Cash	As incurred	Suppliers
Professional Advisor (28)	\$1,000 - \$6,000	Cash	when incurred before opening	Your Professional Advisors
PDA based POS system Software and Hardware (29)	\$2,000 - \$3,900	Cash	Incurred before opening	ProntoWash and Vendors
Total (30) (31)	\$90,970- \$241,920			

Footnotes:

(1) This table provides estimates for a mobile car wash Point of Service located at a Tier A or B mall facility. This table estimates your initial investment from the period before your Point of Service opens for business, until about 3 months of operations. We used our and PWI's experience to make these estimates. These are only estimates. Except as indicated, none of the fees are refundable.

(2) We charge an initial fee of \$35,000 for a Tier A location and \$25,000 for a Tier B location. You pay the initial fee in a lump sum on signing the Franchise Agreement. We do not currently offer financing, but can refer you to third party financing companies on request (See Item 10).

(3) The Items in these columns (equipment, uniforms, opening inventory, training materials grand opening advertising materials and promotional supplies) are part of the start up kit you purchase from us. The low estimate assumes you operate only 5 MDUs. The high estimate assumes you operate 10 MDUs.

(4) This estimate assumes you purchase approximately 5 to 10 MDUs and accessories. If you choose to purchase additional MDUs, your expenses in this category will be more. On termination or expiration of the Franchise Agreement, we can buy back all or some of the MDUs and other equipment. You may return the MDUs for a refund before termination or expiration of your franchise. The amount refunded will be at a depreciated value. See depreciation schedule attached to the Franchise Agreement.

(5) The operations set up estimate is for creation of a legal entity to operate and includes government fees and related professional advice. The low estimate assumes you elect not to establish a legal entity or you already have one established.



(6) Estimated shipping and handling costs to send MDUs and other initial equipment and supplies to you. The low cost assumes shipping 5 Washing Karts to a location in Florida. The high cost assumes shipping up to 10 MDUs to northern California. We may ship large orders in one or more shipments. MDUs are generally stored at the facility where you operate. We do not require you to transport MDUs to other locations. Accordingly, we do not expect you to incur costs for transporting MDUs from one location to another.

(7) Estimated cost for your retail layout set up at your POS. The low estimate assumes you operate in an interior covered parking lot. The high estimate assumes you operate in a parking lot located outdoors and requires significant structural signage and canopies.

(8) Estimated cost for uniforms, including training shirts, polos, caps, and pants. These estimates assume that you buy two sets of trainee uniforms per MDU at a cost of \$50 per set; two sets of supervisor/manager uniforms at a cost of \$35 per set and that you use our contracted third party uniform providers for on-going servicing.

(9) Estimated cost for opening inventory, including 6 month supply of cleaning liquids and related materials for 500-750 car washes per month. This is an inventory/cost estimate and must not be used to project sales, revenue or income.

(10) The training fee charge is to train you and your manager at our headquarters or other location we designate. This fee includes written materials and manuals. The range depends on the number of people trained (\$500 per person up to 3 individuals).

(11) Expenses to travel to and from training location and for hotel and meals for 5 days. This estimate assumes \$400 to \$600 for round trip airfare, 5 nights in a hotel at \$125 per night, and \$50 for meals per day for 5 days. The high estimate assumes you bring two other people to the training.

(12) Estimated 3 months rent at \$150 per designated parking space per month at 10 spaces. The low estimate assumes you have arrangements where you do not need to pay rent.

(13) You pay this to cover related administrative costs for preparing and reviewing lease documentation. The higher estimate assumes a broker is used to find a location for your franchise – approximately 1 month rent. The low estimate assumes a broker is not used.

(14) You must conduct grand opening advertising and have ProntoWash personnel present to assist. The low estimate assumes only promotional flyers and collateral materials at an approximate cost of \$1,000 with no travel and living expenses for ProntoWash personnel. The high estimate assumes more extensive public relations and advertising with free car washes at an approximate cost of \$6,500 plus related travel and living expenses for two staff members for 7 days and 7 nights including airfare, rental car at \$500 and \$175 a day for hotel and staff member meals.

(15) Estimated costs for reviewing and processing a business license and permits which typically you must obtain from the city, county and/or state. The high estimate assumes you must pay for travel and living expenses for up to 3 days and 3 nights including airfare, rental car at \$500 and \$175 a day for hotel and meals to help assess needs at location as well as confirm business requirements.

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(16) Estimated cost for signage at your location. The low estimate assumes only a booth and frame signs, parking space poles, and posters at an approximate cost of \$2,000 per Detail Center Hub. The high estimate assumes more extensive signage that will vary based on interior or exterior retail layout, the property management's preferences as well as the placement of a second hub at a cost of up to \$6,000.

(17) Estimated cost for making improvements to the facility where you are located, for office space, storage and electrical/water access. The low estimate assumes no improvements are needed.

(18) Estimated cost for fixtures, including storage, lockers, desk, shelves, etc.

(19) Estimated cost to recruit employees. The high estimate assumes you obtain assistance from an employment placement agency and place advertisements for employment at your location at an approximate cost of \$200 per MDU. The low estimate assumes you have washers already available.

(20) Estimated costs of employee salaries for 3 months at \$400 to \$500 a week. The low estimate assumes salary payments to 5 employees of which one serves as a washer and manager. The high estimate assumes a separate sales supervisor in addition to the washers. All washers are paid a base compensation and/or a percentage of sales.

(21) You must reimburse our employees' travel and living expenses while providing initial consultation services to you at your Point of Service (See Item 11). The low estimate assumes we do not send a staff and the high estimate assumes we send one person to your location prior to launch. This estimate includes travel and living expenses for up to 3 days and 3 nights including airfare, rental car at \$500 and \$175 per day for hotel and meals.

(22) If you sign the High End Detail Addendum, enabling you to offer scratch, touch-up, headlight restoration, buffing and dent repair services to customers, you pay us an initial detailing fee of \$2,000, plus a continuing fee of \$250 per month or 8% of gross sales, whichever is higher for level 1 (scratch removal, headlight restoration, paint touch up and buffing services) or 2 (paintless dent repair) services; and \$500 per month or 8% of Gross Sales for level 3 services (services in both levels 1 and 2). You must also purchase additional equipment and/or tools based on services you select. We will provide you a list of items and prices for you to select. The high estimate includes your initial detailing fee, start up materials, anticipated continuing royalty payments for the first 3 months of operations, training fees and your estimated travel and lodging expenses during the 5 days of training. The low estimate assumes you choose not to offer High End Detailing at your POS. This is an inventory/cost estimate and must not be used to project sales, revenue or income.

(23) This estimate is if you elect to lease and upgrade (with appropriate ProntoWash logos) golf carts to provide transportation to your customers. The high estimate assumes you elect to lease 2 golf carts for your POS. The low estimate assumes you do not lease any golf carts.

(24) Estimate for maintaining on-going inventory. The low estimate assumes you maintain 50% of low estimate of inventory; the high estimate assumes 100% of low estimate of inventory.

(25) Estimated one year premium for required insurance. Insurance premiums may vary based on sales and other factors. You must obtain general liability coverage including contractual liability and advertising injury coverage of at least \$2,000,000 naming us and the indemnitees identified in the franchise agreement as additional insureds; garage keeper; fire and casualty insurance; business interruption insurance; and worker's compensation, employer's liability, unemployment and state disability insurance. We can revise required coverages and amounts. Low estimate assumes five MDUs. High estimate assumes 10 MDUs based on approximate premiums of \$50 per MDU per month.

(26) Estimated finance fees you may incur and need to repay in the first three months of operation if you obtain financing from a lender to operate your business. The high estimate assumes you purchase the franchise, equipment, assets and fixtures through loan(s) from a lender. You will exceed the high estimate if interest rates increase. The low estimate assumes you do not obtain financing.

(27) We recommend that you have some additional funds available to pay for royalty and advertising fees for the first three months of operation as well as other expenses. The low estimate assumes royalty and advertising fees for one Detail Center Hub plus approximately \$6,000 in miscellaneous expenses and the high estimate assumes royalty and advertising fees for one Detail Center Hub plus approximately \$9,000 in miscellaneous expenses. The estimate assumes you will not achieve sufficient Gross Sales in the first 3 months of operations to be required to pay more than \$500 in royalties per Detail Center Hub per month. We used our experience in operating and managing company owned locations to provide you this estimate. This is an inventory/cost estimate and must not be used to project sales, revenue or income.

(28) Estimated charges for you to consult with independent professional advisors like a lawyer and CPA. This estimate also takes into account your hiring of a land use attorney to process permits and other government approval to open your location.

(29) PDA based POS software and hardware costs include initial software at \$800 for initial version and up to \$1,500 for upgraded version with CRM components and corresponding PDA and card processing hardware, which will be approximately \$1,200 depending on the hardware selected. A monthly maintenance fee of \$36 for Primary HUB and \$18 for each secondary HUB per POS also applies. (See Item 11).

(30) You may not achieve the low estimate of zero in any category where zero is indicated.

(31) There may be other factors not listed that may affect your initial investment. If your expenses exceed the high amounts in one or more categories your total investment could exceed the high estimate.

ESTIMATED INITIAL INVESTMENT FOR A MOBILE CAR WASH POINT OF SERVICE AT A  
TIER C AND D FACILITY (1)

Item	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee (2)	\$15,000	Cash	On signing franchise agreement	ProntoWash
Equipment (MDUs and accessories) (3)(4)	\$6,000 - \$10,000	Cash	On signing franchise agreement	ProntoWash
Operations Set Up (5)	\$0 - \$5,000	Cash	Before opening business	Government Agencies/ Third Parties
Shipping, Handling and Transportation Costs (6)	\$125 - \$1,250	Cash	Before shipping	ProntoWash/ Suppliers
Retail Build Out (7)	\$1,500 - 12,000	Cash	Before opening business	ProntoWash/ Suppliers
Uniforms and accessories (3)(8)	\$270- \$570	Cash	Before opening business	ProntoWash
Opening Inventory (3)(9)	\$1,200 - \$1,800	Cash	Before opening business	ProntoWash
Training and Materials Fee (3)(10)	\$500- \$1,500	Cash	Before training	ProntoWash
Travel and Living Expenses while Training (11)	\$1,275 - \$4,425	Cash	As incurred during training	Airline, hotel, restaurant
Rent (for 3 months) including utility deposit and fees (12)	\$0 - \$3,000	Cash	When signing lease	Landlord
Lease Brokerage/Administrative Fees (13)	\$1,500 - \$2,500	Cash	When signing lease	ProntoWash and/or Broker

Item	Amount	Method of Payment	When Due	To Whom Paid
Grand Opening staff, support and Promotion(3)(14)	\$1,000 - \$10,000	Cash	As incurred	Various vendors and ProntoWash
Licenses and Permits (15)	\$250 - \$1,275	Cash	Before opening	Government agencies
Detail Center Signage (16)	\$2,000 - \$4,000	Cash	Before opening business.	Vendors
Building improvements (17)	\$0 - \$5,000	Cash	Before opening	Landlord
Fixtures (18)	\$250 - \$1,000	Cash	Before opening	Landlord or suppliers
Recruiting (19)	\$0 - \$1,000	Cash	Before opening	Vendors
Employee wages (20)	\$9,600- \$18,000	Cash	As incurred	Employees
Travel and Living Expense Reimbursement for Pre-Launch Consultation (21)	\$0 - \$1,025	Cash	As incurred	ProntoWash
High End Detail Addendum Fee and Initial Costs (optional) (22)	\$0- \$10,000	Cash	On signing addendum and monthly.	ProntoWash and Vendors
Golf Carts (optional) (23)	\$0 - \$1,500	Cash	As needed.	Us or approved suppliers
Optional Inventory (24)	\$0- \$1,200	Cash	If purchased	Vendors
Insurance (25)	\$1,450- \$3,000	Cash	Before opening	Insurance company
Financing Fees (26)	\$0 - \$3,000	Cash	Before opening	Lenders
Working Capital (27)	\$7,500- \$10,500	Cash	As incurred	Employees, supplies & utilities
Professional Advisor (28)	\$1,000 - \$4,000	Cash	Before opening	Your Professional Advisors

Item	Amount	Method of Payment	When Due	To Whom Paid
PDA based POS system Software and Hardware (29)	\$2,000 - \$2,700	Cash	Before opening	Pronto Wash/ Vendors
Total (30) (31)	\$52,420- \$134,245			

Footnotes:

(1) This table provides estimates for a mobile car wash Point of Service located at a parking lot of a Tier C or D facility. This table estimates your initial investment from the period before your Point of Service opens for business, until about 3 months of operations. We used our and PWI's experience to make these estimates. These are only estimates. Except as indicated, none of the fees are refundable.

(2) We charge an initial fee of \$15,000. You pay the initial fee in a lump sum on signing the Franchise Agreement. We do not currently offer financing, but can refer you to third party financing companies on request (See Item 10).

(3) The Items in these columns (equipment, uniforms, opening inventory, training materials grand opening advertising materials and promotional supplies) are part of the start up kit you purchase from us. The low estimate assumes you operate only 3 MDUs. The high estimate assumes you operate 5 MDUs.

(4) This estimate assumes you purchase 3 to 5 MDUs and accessories. If you choose to purchase additional MDUs, your expenses will be more. On termination or expiration of the Franchise Agreement, we can buy back all or some of the MDUs and other equipment. You may return the MDUs for a refund before termination or expiration of your franchise. The amount refunded will be at a depreciated value. See depreciation schedule attached to the Franchise Agreement.

(5) The operations set up estimate is for creation of a legal entity to operate and includes government fees and related professional advice. The low estimate assumes you elect not to establish a legal entity or you already have one established.

(6) Estimated cost for shipping and handling to send MDUs and other initial equipment and supplies to you. The low cost assumes shipping three MDUs to a location in Florida. The high cost assumes shipping 5 MDUs to northern California. MDUs are generally stored at the facility where you operate. We do not require you to transport MDUs to other locations. Accordingly, we do not expect you to incur costs for transporting MDUs from one location to another.

(7) Estimated cost for your retail layout set up at your POS. The low estimate assumes you operate in an interior covered parking lot. The high estimate assumes you operate in a parking lot located outdoors and requires significant structural signage and canopies.

(8) Estimated cost for uniforms including training shirts, polos, caps, and pants. These estimates assume that you buy two sets of trainee uniforms per MDU at a cost of \$50 per set; two sets of supervisor/manager uniforms at a cost of \$35 per set and that you utilize our contracted third party uniform providers for on-going servicing.

(9) Estimated cost for opening inventory, including 6 month supply of cleaning liquids and related materials for 200-300 car washes per month. This is an inventory/cost estimate and must not be used to project sales, revenue or income.

(10) The training fee charge is to train you and up to two other persons at our headquarters or other location we designate. This fee includes written materials and manuals. The range depends on the number of people trained. (\$500 per person up to 3 individuals).

(11) Expenses to travel to and from training location and for hotel and meals for 5 days. This estimate assumes \$400 to \$600 for round trip airfare, 5 nights in a hotel at \$125 per night, and \$50 for meals per day for 5 days. The high estimate assumes you bring two other people to the training.

(12) Estimated 3 months rent at \$100 per designated parking space per month at 10 spaces. The low estimate assumes you have arrangements where you do not need to pay rent.

(13) You pay this to cover related administrative costs for preparing and reviewing lease documentation. The higher estimate assumes a broker is used to find a location for your franchise – approximately 1 month rent. The low estimate assumes a broker is not used.

(14) You must conduct grand opening advertising and have ProntoWash personnel present to assist. The low estimate assumes only promotional flyers and collateral materials at an approximate cost of \$1,000 with no travel and living expenses for ProntoWash personnel. The high estimate assumes more extensive public relations and advertising with free car washes at an approximate cost of \$6,500 plus related travel and living expenses for two staff members for 7 days and 7 nights including airfare, rental car at \$500 and \$175 per day for hotel and staff member meals.

(15) Estimated costs for reviewing and processing a business license and permits which typically you must obtain from the city, county and/or state. The high estimate assumes you must pay for travel and living expenses for up to 3 days and 3 nights including airfare, rental car at \$500 and \$175 a day for hotel and meals to help assess needs at location as well as confirm business requirements.

(16) Estimated cost for signage at your location. The low estimate assumes only a booth and frame signs, parking space poles, and posters at an approximate cost of \$2,000 per Detail Center Hub. The high estimate assumes more extensive signage that will vary based on interior or exterior retail layout, the property management's preferences as well as the placement of a second hub at a cost of up to \$4,000.

(17) Estimated cost for making improvements to the facility where you are located, for office space, storage and electrical/water access. The low estimate assumes no improvements are needed.

(18) Estimated cost for fixtures, including storage, lockers, desk, shelves, etc.

(19) Estimated cost to recruit employees. The high estimate assumes you obtain assistance from an employment placement agency and place advertisements for employment at your location at an approximate cost of \$200 per MDU. The low estimate assumes you have washers already available.

(20) Estimated cost of employee salaries for 3 months at \$400 to \$500 a week. The low estimate assumes salary payments to 2 employees of which one serves as a washer and manager. The high estimate assumes a separate sales supervisor in addition to the washers. All washers are paid a base compensation and/or a percentage of sales.

(21) You must reimburse our employees' travel and living expenses while providing initial consultation services to you at your Point of Service (See Item 11). The low estimate assumes we do not send a staff and the high estimate assumes we send one person to your location prior to launch. This estimate includes travel and living expenses for up to 3 days and 3 nights including airfare, rental car at \$500 and \$175 a day for hotel and meals.

(22) If you sign the High End Detail Addendum, enabling you to offer scratch, touch-up, buffing, headlight restoration and dent repair services to customers, you pay us an initial detailing fee of \$2,000, plus a continuing fee of \$250 per month or 8% of gross sales, whichever is higher for level 1 (scratch removal, headlight restoration, paint touch up and buffing services) or 2 (paintless dent repair) services; and \$500 per month or 8% of Gross Sales for level 3 services (services in both levels 1 and 2). You must also purchase additional equipment and/or tools based on services you select. We will provide you a list of items and prices for you to select. The high estimate includes your initial detailing fee, start up materials, anticipated continuing royalty payments for the first 3 months of operations, training fees and your estimated travel and lodging expenses during the 5 days of training. The low estimate assumes you choose not to offer High End Detailing at your POS. This is an inventory/cost estimate and must not be used to project sales, revenue or income.

(23) This estimate is if you elect to lease and upgrade (with appropriate ProntoWash logos) golf carts to provide transportation to your customers. The high estimate assumes you elect to lease 1 golf cart for your POS. The low estimate assumes you do not lease any golf carts.

(24) Estimate for maintaining on-going inventory. The low estimate assumes you maintain 50% of low estimate of inventory; the high estimate assumes 100% of low estimate of inventory.

(25) Estimated one year premium for required insurance. Insurance premiums may vary based on sales and other factors. You must obtain general liability coverage including contractual liability and advertising injury coverage of at least \$2,000,000 naming us and the indemnitees identified in the Franchise Agreement as additional insureds; garage keeper; fire and casualty insurance; business interruption insurance; and worker's compensation, employer's liability, unemployment and state disability insurance. We can revise required coverages and amounts. The low estimate assumes 3 MDUs. High estimate assumes 5 MDUs based on approximately \$50 per MDU per month.

(26) Estimated finance fees you may incur and need to repay in the first three months of operation if you obtain financing from a lender to operate your business. The high estimate assumes you



purchase the franchise, equipment, assets and fixtures through loan(s) from a lender. You will exceed the high estimate if interest rates increase. The low estimate assumes you do not obtain financing.

(27) We recommend that you have some additional funds available to pay for royalty and advertising fees for the first three months of operation as well as other expenses. The low estimate assumes royalty and advertising fees for one Detail Center Hub plus approximately \$6,000 in miscellaneous expenses and the high estimate assumes royalty and advertising fees for one Detail Center Hub plus approximately \$9,000 in miscellaneous expenses. The estimate assumes you will not achieve sufficient Gross Sales in the first 3 months of operations to be required to pay more than \$500 in royalties per Detail Center Hub per month. We used our experience in operating and managing company owned locations to provide you this estimate. This is an inventory/cost estimate and must not be used to project sales, revenue or income.

(28) Estimated charges for you to consult with independent professional advisors like a lawyer and CPA. This estimate also takes into account your hiring of a land use attorney to process permits and other government approval to open your location.

(29) PDA based POS software and hardware costs include initial software at \$800 for initial version and up to \$1,500 for upgraded version with CRM components and corresponding PDA and card processing hardware will be approximately \$1,200 depending on the hardware selected. A monthly maintenance fee of \$36 for Primary HUB and \$18 for each secondary HUB per POS also applies. (See Item 11).

(30) You may not achieve the low estimate of zero in any category where zero is indicated.

(31) There may be other factors not listed that may affect your initial investment. If your expenses exceed the high amounts in one or more categories your total investment could exceed the high estimate.

**ESTIMATED INITIAL INVESTMENT FOR ENTERING INTO A MULTI FRANCHISE AGREEMENT(1)**

<b>Item</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Paid</b>
Initial Fee (2)	\$33,750 - \$78,750	Cash	On signing Multi Franchise agreement	ProntoWash

Item	Amount	Method of Payment	When Due	To Whom Paid
Estimated Investment to open one mobile car wash Point of Service in the first 3 months (3)	\$37,420- \$206,920	Cash	Before opening business	ProntoWash, third party vendors
Total (4) (5)	\$71,170 - \$285,670			

Footnotes:

(1) This table estimates your initial investment to enter into a Multi Franchise Agreement for 3 Franchise Points of Sale. This estimate is for the period before you open for business, until about 3 months of operations of the first location. We used our and PWI's experience to make these estimates. These are only estimates. Except as indicated, none of the fees is refundable.

(2) If you sign our Multi-Franchise Agreement, entitling you to open a minimum of 3 ProntoWash Franchise Points of Service in a geographic area you and we agree on, the initial fee is 75% of our standard initial franchise fees for each location anticipated to be opened in your territory, based on the Tier Levels selected in your agreement. The low estimate assumes you elect to open 3 tier C or D locations. The high estimate assumes you elect to open 3 Tier A locations. We will credit applicable portions of this fee toward the franchise fees payable when you sign each franchise agreement. The fee does not include any MDUs. The Multi-Franchise agreement provides you the right of first refusal to open Points of Service in your territory. This right of first refusal ends when you reach the number of POS' to be opened under your agreement. You pay the initial fee in a lump sum prior to signing the first Franchise Agreement. We do not currently offer financing of the initial fee, but can refer you to other parties on request (see Item 10).

(3) This item estimates your initial investment costs to open one Point of Service in the first three months after signing the Multi-Franchise agreement. The low estimate assumes you achieve the low estimate of the cost to open a Point of Service at a Tier C or D facility. The high estimate assumes you achieve the high estimate of the cost to open a Point of Service at a Tier A or B facility. These estimates are taken from the two earlier tables presented in this Item minus the initial franchise fee figures which you prepay at the time of signing the Multi Franchise Agreement.

(4) You may not achieve the low estimate of zero in any category where zero is indicated.

(5) There could be other factors not listed that may affect your initial investment. If your expenses exceed the high amounts in one or more categories your total investment could exceed the high estimate.

ESTIMATED INITIAL INVESTMENT FOR A MASTER FRANCHISE SALES  
AGREEMENT (1)

Item	Amount	Method of Payment	When Due	To Whom Paid
Initial Master Franchise Sales Fee (2)	\$125,000 - \$344,806	Cash	On signing Master Franchise Sales Agreement	ProntoWash
Advertising/Promotion (3)	\$5,000 - \$10,000	Cash	As incurred	Third Parties
Training and Materials Fees (4)	\$500 - \$1,000	Cash	Before starting	ProntoWash or Third Parties
Travel and Living Expenses While Training (5)	\$1,375 - \$2,750			
Rent (for 3 months) including utility deposit and fees (6)	\$0 - \$2,000	Cash	When signing lease	Landlord
Office Materials Expenses (7)	\$300 - \$600	Cash	As incurred	Suppliers
Travel (8)	\$1,500 - \$3,000	Cash	As incurred.	Vendors
Utilities (9)	\$600 - \$900	Cash	As incurred	Landlord or suppliers
Employee wages (10)	\$0 - \$6,000	Cash	As incurred	Employees
Insurance (11)	\$1,200 - \$2,400	Cash	Before opening	Insurance company
Working Capital (12)	\$5,000 - \$15,000	Cash	As incurred	Bank Account
Professional Advisors (13)	\$5,000- \$20,000	Cash	As incurred	Your Professional Advisors
Total (14) (15)	\$145,475- \$408,456			

Footnotes:

(1) This table provides estimates for a Master Franchise Sales Agreement, entitling you to generate interest in and assist us sell and develop franchises in a designated territory. This table

estimates your initial investment from the period before you launch and open the business, until about 3 months of operation. We used our and PWI's experience to make these estimates. These are only estimates. Except as indicated, none of these fees are refundable.

(2) Your initial fee will be based on the region you select. Each region is priced based on population size. See Item 5 for the list of regions. The low estimate assumes you acquire a less populated area. The high estimate assumes you acquire a highly populated area. You pay the initial fee in a lump sum on signing the Master Franchise Sales Agreement. We do not currently offer financing.

(3) This is an estimate of the amount of advertising and promotional costs you will incur to generate qualified franchise leads as well as seek property developers to locate operations. The low estimate assumes focusing efforts only on public relations and local print advertising. The high estimate assumes you actively launch public relations efforts, print or radio advertising to generate franchisee leads as well as contacts for properties.

(4) The training fee charge is to train you and one additional person at our headquarters or other location we designate. This fee includes written materials and manuals. The range depends on the number of people trained. (\$500 per person).

(5) Expenses to travel to and from training location and for hotel and meals for 5 days. This estimate assumes you spend \$500 for round trip airfare, 5 nights in a hotel at \$125 per night, and \$50 for meals per day for 5 days. The high estimate assumes you bring one other person to the training.

(6) This estimate is for you to rent office space for your operations and to support franchisees in your territory. The low estimate assumes using existing office space from another business or a home office. The high estimate assumes a monthly rent of \$500 plus a one month deposit for a 500 sq ft office space.

(7) This estimate is for expenses related to office supplies, stationary and materials to maintain communication with potential franchisee candidates and existing franchised locations. The low estimate assumes an expense of \$100 a month. The high estimate assumes a monthly expense of \$200.

(8) Estimated travel expenses you will incur to meet with franchise candidates in your territory as well as site visits to existing operations. The low estimate assumes an expense of \$500 a month. The high estimate assumes a monthly expense of \$1,000.

(9) Estimated utilities and expenses related to office phone, fax, electricity and internet connections. The low estimate assumes an expense of \$200 per month. The high estimate assumes a monthly expense of \$300.

(10) Estimated cost for support staff to manage your territory. This estimate includes administrative as well as field sales and support. The low estimate assumes no additional staff at start of operations. The high estimate assumes a monthly expense of \$2,000 for an administrative support or field representative.

(11) Estimated annual premiums for you to purchase general liability insurance of at least \$2,000,000 naming us as additional insured. The low estimate assumes premiums of \$100 a month. The high estimate assumes premiums of \$200 per month.

(12) We recommend that you have some additional funds available to pay for operations and other expenses in the first 3 months of operations.

(13) Estimated charges for you to consult with independent professional advisors like a lawyer and CPA to launch your business, prepare required disclosure documents and if required by your state, register with the appropriate state agency. The high estimate assumes you also retain a land use attorney to review regional permit issues, government regulations and procedures prior to opening franchises. Although you are responsible to pay these costs, you may collect these costs from future franchisees.

(14) You may not achieve the low estimate of zero in any category where zero is indicated.

(15) There could be other factors not listed that may affect your initial investment. If your expenses exceed the high amounts in one or more categories your total investment could exceed the high estimate.

#### **ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must purchase certain equipment and supplies (such as MDUs, uniforms, promotional Point of Service signs, soft sponges, wash brushes, vacuums and cleaning detergents) only from us and products and tools (such as uniforms, micro-fiber cloths, buckets, battery and charger, bags, wrench, mops and other materials) from our approved suppliers or from inventory we may have. See Equipment and Supplier List attached as Exhibit M. To protect our trade secrets and maintain quality control, we can require you to buy these items only from us or from suppliers we designate. Financial penalties may apply if purchases are done via unauthorized parties. See Item 6.

We will provide you a list of approved suppliers for products and other items you need to operate your Point of Service. The list will identify manufacturers, brands, suppliers, and items and services we approve. We can revise the list from time to time. We will be one of your approved suppliers.

If you want to offer something we haven't approved, or buy from a supplier we haven't approved, you must tell us in writing and provide us samples and other information we need to check out the product or supplier. The proposed supplier must be able to supply the goods or services according to our standards; be in good standing in the business community and have a good reputation and be financially solvent. The arrangement must also not benefit a competitor. Our criteria for supplier approval will be provided to you on written request. We do not charge you a fee for proposing a supplier. We will notify you within 60 days of our decision. We can revoke approval of a supplier at our discretion on 30 days written notice to you.

We can arrange for testing, analysis, inspection and sampling of goods or services of any supplier proposed or being used.

We are entitled to the benefit of all discounts, volume rebates, administration fees, commissions, advertising allowances or other advantages which we may obtain from suppliers. We do not currently have arrangements to derive revenue from your purchases or leases from third parties. We could make such arrangements in the future.

You must use only goods and services that satisfy our standards. We don't have any other required specifications, designated suppliers or approved supplies.

We derive revenue from your purchases from us. The revenue equals the amount we charge you plus any revenue we get from suppliers. Your purchases from us will be 90% or more of the purchases you will make to start the business; and nearly 90% or more of the purchases you will make on an ongoing basis to operate the business. The main items we expect you will buy from others are newly identified cleaning products, storage/office related furniture and other printed stationary and collateral materials. In the year ending December, 2005 we derived \$26,677 from franchisee required purchases or 2.8% of our total revenues of \$954,657. We also can derive revenue from advertising placed at your POS. We can use such revenue for any purpose we deem appropriate. We expect to receive rebates from our approved suppliers. Any revenue we derive may be placed in the advertising fund.

There aren't any purchasing or distribution cooperatives. However, we may negotiate purchase arrangements with suppliers for the benefit of franchisees. We do not provide material benefits to you based on your use of our designated or approved sources.

We warrant that for a period of 60 days after delivery, a MDU and related equipment bought from us will meet the product specifications we provide to you, if used and maintained according to our instructions. Specifically, we warrant the following:

- MDU chasis: 12 month against manufacture defects;
- MDU moving parts (i.e. tires, wheels, etc.): 6 month against manufacture defects;
- MDU electrical parts (i.e. pump, vacuum, battery): none.

You are responsible for all shipping and handling costs for the replacement parts, cleaning materials or equipment from the moment of Start-Up kit to on-going purchases.

We do not warrant any product for any use or purpose outside the normal activities of the ProntoWash System. There is no other express or implied warranty of merchantability or fitness for any particular use or purpose and we will not be liable for any cost, expense, lost profit, loss of business or any other damage you may incur other than what is specified here.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Sections In Agreement	Items In Offering Circular
a. Site selection and acquisition/lease	Fran. Agmt. Sec. 4 Multi Franchise Agmt. Sec. 5	7, 11
b. Pre-opening purchases/ leases	Fran. Agmt. Sec. 4, 5	7, 8
c. Site development and other pre-opening requirements	Fran. Agmt. Secs. 4-5 Multi Franchise Agmt. Sec. 5	7, 8, 11, 12
d. Initial and ongoing training	Fran. Agmt. Secs. 7.3-7.8 Master Fran. Sales Agmt. Sec. 4.9, 5.3, 8.10	11
e. Opening	Fran. Agmt. Sec. 8.1 Multi Franchise Agmt. Secs. 5-6	11
f. Fees	Fran. Agmt. Secs. 3, 7.5, 12, 13.5, 15.2, 16.5, 16.7, 20.16 Multi Franchise Agmt. Secs. 4, 6B, 10L Master Fran. Sales Agmt. Secs. 3, 4.7, 5.4, 6.2, 8, 21 High End Detail Addendum Sec. 23 Software License Agmt. Sec. 3.1	5, 6
g. Compliance with standards and policies/Franchisee Book	Fran. Agmt. Secs. 6, 8.2, 8.3 Multi Franchise Agmt. Sec. 6 Master Fran. Sales Agmt. Sec. 4.1-4.3, 5, 9	11
h. Trademarks and proprietary information	Fran. Agmt. Sec. 17 Confidentiality Agmt. Secs. 1-12 Master Fran. Sales Agmt. Secs. 5.5, 7, 9.1, 12.3 Software License Agmt. Sec. 6	13, 14

Obligation	Sections In Agreement	Items In Offering Circular
i. Restrictions on products/services offered	Fran. Agmt. Secs. 8.2, 8.7, 8.17, 8.18, 8.21 Master Fran. Sales Agmt. Sec. 4, 5, 7 Software License Agmt. Sec. 4	16
j. Warranty and customer service requirements	Fran. Agmt. Secs. 8.2, 8.7, 19 Software License Agmt. Sec. 7	11
k. Territorial development and sales quotas	Fran. Agmt. Sec. 1.1 Multi Franchise Agmt. Sec. 6 Master Fran. Sales Agmt. Sec. 4.6	12
l. Ongoing product/service purchases	Fran. Agmt. Secs. 8.17 Software License Agmt. Sec. 3.1	8, 10
m. Maintenance, appearance, and remodeling requirements	Fran. Agmt. Secs. 6.2, 8.2, 8.7	8, 17
n. Insurance	Fran. Agmt. Sec. 9 Master Fran. Sales Agmt. Sec. 5.7	7, 8
o. Advertising	Fran. Agmt. Sec. 10 Master Fran. Sales Agmt. Sec. 4.2	11, 12
p. Indemnification	Fran. Agmt. Secs. 8.14, 16.6, 17.10 Master Fran. Sales Agmt. Sec. 5.7, 17	6
q. Owner's participation/management/staffing	Fran. Agmt. Secs. 8.5, 8.10 Master Fran. Sales Agmt. Sec. 4, 5, 6.4	15
r. Records/reports	Fran. Agmt. Secs. 8.12, 8.16 Master Fran. Sales Agmt. Sec. 6.4	6
s. Inspections/audits	Fran. Agmt. Secs. 8.4, 13, 6.4 Master Fran. Sales Agmt. Sec. 4.4, 4.9, 6.4.	6



Obligation	Sections In Agreement	Items In Offering Circular
t. Transfer	Fran. Agmt. Secs. 16 Multi Franchise Agmt. Sec. 9 Master Fran. Sales Agmt. Sec. 13 Software License Agmt. Sec. 4	6,17
u. Renewal	Fran. Agmt. Sec. 2.3, 15	17
v. Post-termination obligations	Fran. Agmt. Secs. 18.5 Multi Franchise Agmt. Sec. 8 Master Fran. Sales Agmt. Sec. 12 Software License Agmt. Sec. 9	17
w. Non-competition covenants	Fran. Agmt. Sec. 14 Confidentiality Agmt. Sec. 3 Master Fran. Sales Agmt. Sec. 7.3-7.5	17
x. Dispute resolution	Fran. Agmt. Sec. 20.4, 20.12 Multi Franchise Agmt. Sec. 10K Confidentiality Agmt. Sec. 6 General Release Sec. 8 Master Fran. Sales Agmt. Sec. 25	17

## ITEM 10 FINANCING

On a case by case basis, we may permit you to pay us for equipment and other products you purchase from us over time (i.e. over 90 days). We do not charge interest and you do not sign a note or a security agreement to secure payment. You do not sign a promissory note, so there is no waiver of defenses.

We do not offer any other direct or indirect financing. However, if you request, we can refer you to third party lenders to provide financing to you. We do not currently have agreements with any lenders to provide such financing to you. We will not derive any benefits from these transactions. We do not finance any debt to a third party nor do we do guarantee your note, lease or obligation.

## ITEM 11 FRANCHISOR'S OBLIGATIONS

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

### Pre-Opening Services.

#### **A. If you purchase a single franchise, we will provide you the following services:**

##### 1: Start Up Kit and other Support Equipment/Materials

We provide you at our published rates an operational start up kit comprised of the number of MDUs you and we agree to with opening inventory of micro-fiber cloths, Miracle Washing Lotions and Waxes, brushes, bottles and start-up uniforms. We also provide a detailed list of additional washing products, support materials, spare parts, point of sale marketing signage and promotional brochures and flyers needed for your operation. (Fran. Agmt. § 7.1). You will also receive hardware and software for operating the ProntoWash Point of Sale System which allows for report management and daily operations oversight.

To induce us to provide you the MDUs, and to assure you abide by the franchise agreement's repurchase option, and all other obligations to us, you must: (a) not remove or change the location of the MDUs; (b) keep the MDUs in good repair; (c) let us visit and inspect the MDUs; (d) not modify the MDUs in any manner without our prior written approval; (e) not create or permit any lien, encumbrance or security interest on the MDUs; (f) not sell the MDUs to any person or entity without our express written consent; and (g) maintain insurance for the MDUs in amounts and on terms satisfactory to us. (Fran. Agmt. § 5.3).

##### 2. Site Selection Counseling.

Either before or after you sign the franchise agreement, we help you identify possible locations for your franchise. (Fran. Agmt. § 4.1). If it's a contracted location we help find for you, we will tell you the term of the agreement with the facility. For non-contracted locations, you must get our prior written consent before signing a lease. (Fran. Agmt. § 4.1). We will review your proposed location and lease and approve or decline your proposed Service Zone within 30 days of receiving your written request. You must not sign a lease or other agreement with any landlord until after receiving our written consent for both the proposed Service Zone and proposed lease. (Fran. Agmt. § 4.1). If you ask and we agree, we may help you negotiate a lease. As a condition to approving your proposed Service Zone and lease, we may require you to submit information that we deem necessary to evaluate the proposed Service Zone and lease including the proposed lease terms, demographics, parking size at the proposed Service Zone, accessibility and other factors; and may specify terms, such as terms enabling us to control the location before termination due to breach, which we require to appear in the lease. (Fran. Agmt. § 4.2).

You must obtain our written approval, and then sign the lease all within 45 days after you sign the franchise agreement. (Fran. Agmt. § 4.3). We may choose to lease and sublease to you a Service Zone whether selected by you or us. (Fran. Agmt. § 4.4).

Any assistance or lease/sublease involving us, and any approval or disapproval by us is not a warranty about viability, profitability or suitability of the Point of Service. (Fran. Agmt. § 4.5).

You must perform all obligations under the lease for the Service Zone. You must not assign the lease or sublet any premises of the Service Zone or any portion of premises containing the Service Zone without our prior written consent. If we make any rent payments on your behalf, you must reimburse us for such payments. (Fran. Agmt. § 4.6).

### 3. Initial Training and Consultation

We provide you, your manager and initial staff, the training described in the table below. The training will be at our headquarters in Florida or other location we designate. We may exempt you from some or all training if we determine you are already experienced in these subjects. You and your initial staff must complete training to our satisfaction. (Fran. Agmt. § 7.3). If you or your staff fails to complete training to our satisfaction we may cancel the franchise agreement and keep all amounts paid to us.

Subject	Time Begun	Instructional Materials	Hours of Classroom Training	Hours of on the Job Training	Instructor
Business Overview	Day 1	Operating Manual	2	0	PW Staff / certified trainer
Equipment and materials description and Maintenance	Day 1	Operating Manual	2	0	PW Staff / certified trainer
Customer service/Standards	Day 1	Operating Manual	4	0	PW Staff / certified trainer
Reporting forms and administration	Day 2	Operating Manual	3	0	PW Staff / certified trainer
Selling a Car Wash and the ProntoWash Process	Day 2	Operating Manual	8	4	PW Staff / certified trainer

Subject	Time Begun	Instructional Materials	Hours of Classroom Training	Hours of on the Job Training	Instructor
New Products and Services development – POS Marketing and Promotion	Day 3	Operating Manual & Marketing Tool Kit	8	0	PW Staff / certified trainer
Washing a vehicle	Day 4	Operating Manual	1	2	PW Staff / certified trainer
Safety	Day 4	Operating Manual	1	0	PW Staff / certified trainer
On-Site Training at Company owned operation or designated franchise location	Day 4	n/a	0	9	PW Staff / certified trainer
On-Site Training at Company owned operation or designated franchise location	Day 5	n/a	0	4	PW Staff / certified trainer
<b>TOTALS</b>			29 hours	19 hours	

We expect the initial training to take 5 days. The fees for additional training to you or your staff beyond this initial training will range from \$50 to \$500 a day according to your unit size and complexity. You are responsible to pay for all training costs and expenses you and your staff incur during training, including airfare, accommodation, meals and transportation.

If you sign our optional High End Detail Addendum, we will provide you the following training:

Subject	Time Begun	Instructional Materials	Hours of Classroom Training	Hours of on the Job Training	Instructor
Intro & Scratch Removal Services	Day 1 & 2	Operating Manual	9	9	PW Staff / certified trainer
Headlight Restoration Services	Day 3	Operating Manual	4	5	PW Staff / certified trainer

Subject	Time Begun	Instructional Materials	Hours of Classroom Training	Hours of on the Job Training	Instructor
Touch Up Paint Services	Day 4	Operating Manual	4	5	PW Staff / certified trainer
Sales Process & Quoting PDR work	Day 5	Operating Manual	4	5	PW Staff / certified trainer
TOTALS			21 hours	24 hours	

As of the effective date of this offering circular, our instructors include internal management staff, designated Master and individual Franchisees as well as third party contracted consultants.

#### 4. Pre-Opening and Grand Opening Support and Promotion

Prior to your launch, we will consult with you on pre-opening matters including layout and set up of office facilities, placement of a detail center and hubs in your Service Zone, preparation for operations and grand opening planning. Our designated personnel or designee will also provide you on-site assistance with the launch of the POS, staffing and grand opening promotional efforts. These personnel will remain on site for up to one week. We may also assist you with permit applications and/or permit processing. Such assistance may require our staff or other designees to take several trips to your location. You must pay for all travel and living expenses incurred by our staff or our designees in providing the above services to you. (Fran. Agmt. § 7.2).

#### 5. Confidential Franchisee Book.

During or before training we lend you a copy of our Confidential Operating Manuals ("Franchisee Book"). (Fran. Agmt. § 6).

See Exhibit I for the table of contents of our Franchisee Book. Our Franchisee Book currently contains 97 pages

You must operate your Point of Service in compliance with our standards, procedures, policies, and methods. (Fran. Agmt. § 6.2). The Franchisee Book may include standards, procedures, policies and specifications pertaining to the ProntoWash System and to operation of a franchised ProntoWash Service Point of Service; procedures for washing vehicles; advertising and public relations methods; bookkeeping and accounting procedures; personnel qualifications; rules for trademark usage; authorized or required equipment; operating hours; insurance requirements; dress, grooming and uniform requirements; sales techniques; equipment maintenance standards; training specifications; document forms, safety and other elements of the ProntoWash System.

We can change the contents of the Franchisee Book. You must abide by the changes and keep the Franchisee Book up to date. You must keep the Franchisee Book and its contents confidential. On expiration or termination of your franchise, you must return the Franchisee Book to us. (Fran. Agmt. §§ 6.2-6.5).

**B. If you sign our Master Franchise Sales Agreement, we will provide you the following pre-opening services:**

1. Designate your territory. We will designate your territory. (Master Fran. Sales Agmt., Recital E).

2. Initial Training. Train you and your representatives in our field training course as follows (Master Fran. Sales Agmt. §§ 4.10, 8.9):

Subject	Time Begun	Instructional Materials	Hours of Classroom Training	Hours of on the Job Training	Instructor
Business Overview	Day 1	Master Fran. Sales Manual (when available)	4	0	PW Staff / certified trainer
Equipment and materials description and Maintenance	Day 1	Master Fran. Sales Manual (when available)	2	0	PW Staff / certified trainer
Reporting forms and administration	Day 1	Master Fran. Sales Manual (when available)	3	0	PW Staff / certified trainer
Selling a Car Wash and the Pronto Wash Process	Day 2	Operating Manual	4	4	PW Staff / certified trainer
New Products and Services development – POS Marketing and Promotion	Day 2	Operating Manual & Marketing Tool Kit	4	0	PW Staff / certified trainer
Selling a Franchise	Day 3	Master Fran. Sales Manual (when available)	4	0	PW Staff / certified trainer

Subject	Time Begun	Instructional Materials	Hours of Classroom Training	Hours of on the Job Training	Instructor
Regional Marketing and Sales Plan Development	Day 3	n/a	5	0	PW Staff / certified trainer
Franchise Support	Day 4	Master Fran. Sales Manual (when available)	4	0	PW Staff / certified trainer
Site Audits and Coaching	Day 4	Master Fran. Sales Manual (when available)	4	0	PW Staff / certified trainer
On-Site Operations overview at Company owned location or designated franchise locations	Day 5	n/a	0	9	PW Staff / certified trainer
<b>TOTALS</b>			34 hours	13 hours	

We expect the initial training to take 5 days. You and each of your representatives must attend and pass our training course within 6 months of their appointment by you (Master Fran. Sales Agmt. § 4.10). You are responsible to pay for all training costs and expenses you and your staff incur during training, including airfare, accommodation, meals and transportation.

3. Master Sales Franchise Manual. If and when developed, lend you a copy of our Master Sales Franchise Manual. (Master Fran. Sales Agmt. § 7.2, 9.1).

4. UFOC Preparation Assistance. As a master sales franchisee, you will need to prepare a Uniform Franchise Offering Circular which may be based on our disclosure document. We will assist in this process by providing you the information you will need to include about us. If you are in the states of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin, you may also need to register as a subfranchisor with the appropriate state agency. (Master Fran. Sales Agmt. § 8.10).

5. Materials. Provide you brochures, manuals and related materials at reasonable prices to enable you to solicit and sell franchises in your territory as well as provide training to franchisees. (Master Fran. Sales Agmt. § 8.11).

### Post-Opening Services.

A. **For a single franchise, after your mobile car wash opens, we provide you the following services:**

1. Additional Training. If you ask and we agree, we may provide additional training or assistance at your Point of Service. You pay us our standard rates for each day of additional training or assistance. For training away from our offices, you must reimburse our travel and lodging expenses. (Fran. Agmt. § 7.5).

2. Ongoing Training. We may conduct conferences, conventions or additional training programs. You and the personnel we designate, must attend and participate. You pay all travel and living expenses for you and your personnel. (Fran. Agmt. §§ 7.6, 7.7).

3. Operating Methods. We may provide you information, materials and forms on developments in services and goods offered under the Pronto Wash System and may provide you assistance with sales, marketing and other matters as we deem appropriate. (Fran. Agmt. § 7.8).

4. Promotion and Advertising. We may offer and sell to you, or arrange for others to offer and sell to you promotional materials, videos and forms. You must pay these by the due date. (Fran. Agmt. § 7.9;).

5. Reviews. When we deem appropriate, we may conduct business reviews at your location, certify new personnel, inspect your facility for quality assurance, review mystery shopper feedback and provide updating on washing techniques. (Fran. Agmt. § 7.8).

6. Accounting. We may specify procedures systems and formats for you to use. (Fran. Agmt. § 7.10).

7. Suggested Pricing. We may suggest prices for your services. If allowed by law, we may also set maximum and/or minimum pricing guidelines. (Fran. Agmt. § 7.11). If we establish a national or regional accounts program, you must participate according to our pricing policies and other terms. (Fran. Agmt. § 7.11).

8. Other Assistance. We will provide ongoing research and development seeking to identify new products and services that you may sell. (Fran. Agmt. §§ 8.3, 8.8). We will tell you about any new products and services that you must offer or sell.

We will suggest and approve suppliers for products you will use. For some items we may be the only approved supplier. We will identify any approved supplier in writing. (Fran. Agmt. § 8.17;).

We may periodically inspect your Point of Service and tell you of operations we think you need to address or improve. (Fran. Agmt. §8.4;)



If you ask, we will give you a list of our franchises in an area to help you comply with restrictions on competition that continue after you are no longer our franchisee.

9. Advertising.

a. National Advertising

Each month you must contribute to the ProntoWash Advertising Fund ½% of your Gross Sales in the prior month or one hundred fifty dollars (\$150) for each Point of Service, whichever is higher. (Fran. Agmt. § 12.2).

We may use the Advertising Fund to pay for various costs associated with advertising, public relations or promotion programs to promote and enhance the image, identity and patronage of the ProntoWash system. These may include print, broadcast and electronic ads, promotional materials, newsletters, public relations, coupons and payment to us, our affiliates or advertising agencies for administrative expenses. We may use in-house advertising or a national or regional advertising and public relations agencies. (Fran. Agmt. § 10.5(A)).

We direct the Advertising Fund, choose the advertising programs and decide the concepts, materials and media placement. We need not make expenditures which are equivalent or proportionate to your contributions, or ensure that you benefit directly or pro rata from the Advertising Fund. (Fran. Agmt. § 10.5(B)).

We keep contributions to the Advertising Fund separate from other funds. We will not use the Advertising Fund to defray our general operating expenses, except for reasonable administrative costs and overhead not to exceed 15% of overall advertising fund expenditures, that we incur to administer or direct the Advertising Fund or its programs. If we hire personnel, establish a department, or establish a separate entity for advertising and promotion, then we can use the Advertising Fund to pay for that. We do not need to spend all contributions in the same year when the contributions were made. We may terminate the Advertising Fund at any time but not until all its money has been spent. (Fran. Agmt. §§ 10.5(C) and (D)).

We or our designee will prepare an accounting of Advertising Fund expenditures annually and make it available to you on written request. We can arrange an audit of Advertising Fund expenditures, by an independent accountant we choose, and prepare it at the expense of the Advertising Fund. (Fran. Agmt. § 10.5(E)).

Each ProntoWash corporate owned location we operate will contribute to the Advertising Fund on a basis substantially equivalent to contributions you must make. (Fran. Agmt. § 10.5(F)).

We can sell advertising space at your POS to advertisers. You must abide by our requirements and place such advertising materials as we ask. We can use revenue we obtain from this advertising as we deem appropriate. (Fran. Agmt. § 10.6).

#### b. Local/ Web Advertising

We encourage you to advertise your Point of Service. You must submit proposed advertising to us and use the materials only after you get our consent. We can restrict where you advertise. Your advertising must include trademark, copyright and independent ownership notices we request. You must spend at least \$250 per month for local advertising and/or promotion programs for your Point of Service. We can require you to provide us reports showing these expenditures. (Fran. Agmt. § 10.4).

You must not establish a website or promote or advertise your Point of Service on the web or internet without first obtaining our prior written consent. You must submit all proposed website content to us for approval before use. You must make all requested changes to the content we request. (Fran. Agmt. § 10.1).

#### c. Advertising Cooperatives

If you operate a corporate or mall facility franchise, we can designate a geographic area as an advertising cooperative that you must participate in. The area will be based on demographic marketing areas (DMA's) and typically parallel the area of a Master Franchisee. You'll participate and contribute to the cooperative according to its procedures. The cooperative will operate according to governing documents that we prepare or consent to. Each franchisee will have one vote per operating ProntoWash Point of Service owned by such member and located in the region. Master Franchisee owned POS will also participate. Franchisor controlled or affiliated outlets do not participate as such in franchisee advertising cooperatives, do not contribute to cooperatives and will have no voting power. However, we have the right, but no obligation, to cast a vote to break a tie, and/or to veto or modify any decision of the cooperative advertising region.

Your contributions to any cooperative advertising are in addition to your contributions to the Advertising Fund. (Fran. Agmt. § 10.7). Your contributions will be based on no more than \$200 a month per point of Service Location you operate. However, you will not be required to contribute for more than three consecutive calendar months. We will administer the cooperative in conjunction with Master Franchisees in your territory, if applicable. We will prepare annual financial statements at the cooperative's expense and will make them available to you on request. We can change, dissolve or merge cooperatives at our discretion. (Fran. Agmt. § 10.7)

#### 10. Software/Computer Requirements and Maintenance Contract.

You must buy and install the ProntoWash PDA based POS software as well as purchase computer hardware and software, dedicated phone and internet lines, modems, printers, and other utility services, accessories and peripheral equipment as we specify. You must also purchase a monthly subscription service for the software. See Item 6. We can require you to upgrade the software, accessories and equipment from time to time. There is no limit on our right to do so. You must comply with our requirements when requested. (Fran. Agmt. § 8.6).

### Starting Operation.

You must start operating your Point of Service within 90 days after signing your agreement and obtaining all necessary government permits. (Fran. Agmt. § 8.1). The typical time to prepare and ship materials needed to start operations is usually 45 days from the date you and we sign the agreement and you pay the equipments costs.

### **B. If you sign our Master Franchise Sales Agreement, we will provide you the following Ongoing Services:**

1. Payment. We will send you your share of initial franchise fees, royalty payments, transfer and renewal fees, MDU sales and cleaning material sales from your territory. (Master Fran. Sales Agmt. § 8.1- 8.7).

2. Phone Support. We will provide you at no charge access by phone/Voice over IP to our representative for consultations. (Master Fran. Sales Agmt. § 8.12).

3. Website and Trade Shows. Maintain a Prontowash website and exhibit in agreed upon trade shows every year, unless and until we determine that these efforts are no longer justified. (Master Fran. Sales Agmt. § 8.13).

4. Site Location audits and support. We will provide you support and guidance on how to conduct site visits to your territory Franchisees. (Master Fran. Sales Agmt. § 8.16).

5. Promotional Support. We will provide you marketing programs and proposed promotional plans to help generate franchise leads and exposure to the ProntoWash concept in your territory. (Master Fran. Sales Agmt. § 8.17).

6. Ongoing Training. Provide your staff ongoing training. (Master Fran. Sales Agmt. § 4.10).

7. National Meeting. We will provide and you must attend at your expense at least one national meeting in a year. We select the location of the meetings. (Master Fran. Sales Agmt. § 5.3).

8. Lease Negotiations. We will conduct, when we deem appropriate, lease negotiations with major mall companies in your territory. (Master Fran. Sales Agmt. § 8.14).

### **ITEM 12 TERRITORY**

We grant you a franchise for a specific location or geographic area we designate. (Your "Service Zone"). You can operate only at your Service Zone. If operating at a corporate facility, mall or other non-public area, you must comply with the facility's rules. Your franchise will be at a location you and we choose. We may, but are not required to secure or propose to you a possible Service Zone.

We grant you a limited exclusive territory. While in full compliance with your agreements with

us, we will not establish or let anyone else operate a ProntoWash Point of Service in your location or defined geographic area comprising your Service Zone. The territory can range from a particular parking lot address to a defined geographic boundary. However, we can lease MDUs to corporate clients, even within your exclusive territory, so long as they do not offer car washing services to the general public and only use the MDUs for internal customer purposes (i.e. to wash their fleet of vehicles or internal customers). We do not give you any marketing exclusivity and you do not receive any exclusivity to portions of the parking lot or other areas not encompassed by your Service Zone.

We can operate or grant franchises or licenses to others to operate ProntoWash Points of Service anywhere outside your Service Zone. Other ProntoWash Points of Service may solicit and service customers and advertise regardless of geographic location, even in your Service Zone. We can also arrange for the manufacture of products whether or not identified by the ProntoWash Marks, and cause them to be sold through any distribution channels, all without geographic restriction.

You may not relocate your Service Zone without our consent. If the location where you operate closes or objects to you operating there or otherwise becomes unavailable, without your fault, we will try to identify a new location for your franchise. The relocation will be at your expense. Any relocation may not be possible before expiration of the agreement or at all. Any relocation may interrupt your operations until a new location is obtained and your operations resume.

Unless you sign our Multi Franchise agreement, you do not get any right to acquire additional ProntoWash Points of Service. If we are satisfied with how you operate your Point of Service, we can agree to grant you additional franchises, but we aren't required to.

If you sign our Multi Franchise agreement, we will grant you the right to open an agreed number of locations in a certain geographic area which you and we agree on. We determine your geographic area based on population as determined by the U.S. Census Bureau (Metropolitan Statistical Areas). In urban areas, your minimum territory will contain a population of at least 100,000 persons. In rural areas, your minimum territory will generally contain a population of at least 50,000. However, if the population in your Metropolitan Statistical Area is less than 50,000, we can reduce the minimum to a lower number.

As long as you are current and in full compliance with your agreements with us, we grant you a right of first refusal to open new ProntoWash Points of Service in your development area that become available until such time as you reach the number of POS' to be opened under your agreement. We reserve the right to develop, own, operate and/or grant franchises anywhere outside your development area; to make and sell, products under our or other trademarks, service marks, logos or commercial symbols, through retail stores and other distribution channels as we deem appropriate; and to develop, own, operate and/or grant franchises for ProntoWash Points of Service inside your development area after you established the minimum number of Points of Service provided for in the agreement or if you do not exercise your right of first refusal to launch a new location by not providing a written acceptance to us within 15 days of notifying you of the location's availability. We may also develop, operate and/or grant franchises for ProntoWash Points of Service inside your development area if you fail to adequately pursue opportunities to establish Points of Service or if you fail to make progress in establishing Points of Service in your development area pursuant to the launch schedule in your agreement.

If you sign our Master Franchise Sales Agreement, we will designate your territory based on population size and concentration. Your territory can range from as little as one city to as large as a state. See Item 5. As a master sales franchisee, you will have the right to sell franchises in your territory pursuant to the terms of the agreement as well as the right to own and operate locations within your territory.

Neither we nor our affiliates have established or plan to establish other franchises or company owned outlets selling goods or services similar to those offered by you under a different trademark.

### **ITEM 13 TRADEMARKS**

We let you use the ProntoWash marks and our logo. This logo is on the cover of this Offering Circular. PWI obtained a registration for another version of the logo on the Principal Register of the U.S. Trademark Office on January 6, 2004 (Registration No. 2,803,147).

We have a license from PWI (entered into on February 25, 2002 and later modified on January 2, 2005) that lets us use and franchise you to use the marks in the United States. The agreement has a 25 year term which can be renewed. However, PWI can terminate that license at any time. Termination forces us to stop granting new franchises but does not effect franchises granted before termination. We do not expect the agreement to be terminated at any time that would be disruptive to us. Other than the above, there are no agreements currently in effect which significantly limit our rights to use or license the use of our trademarks in a manner material to the franchise. We are not aware of any superior prior rights or infringing uses that could materially affect your use of our marks.

No decision of any court or government agency limits our right to use or license the use of the ProntoWash service mark. There are no currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board trademark administrator of any state or any other government agency or court concerning our marks nor are there any pending infringement, opposition or cancellation proceedings or pending material litigation involving our marks.

You must tell us in writing if someone claims you are infringing a trademark, or if you find out anyone else may be infringing our trademark. (Fran. Agmt. §§ 17.8, 17.9).

If you used our trademark according to the Franchise Agreement, then we'll do what we think is appropriate to defend and indemnify you against someone else's claim that you infringed. We can defend or settle the claim using counsel we choose. You must cooperate with us. If someone else is infringing, then we will decide what we want to do about it. You can't make any claim on them. (Fran. Agmt. § 17.8)

If we say so, you must change or stop using our marks, or switch to or use different marks. You must use the marks in the way we say to. We don't have to pay your expenses and you can't make any claim against us for changing or stopping your use of the marks, except we will reimburse you for your documented reasonable expenses of changing signs and stationary to comply with our instructions. (Fran. Agmt. § 17.10).

You may not use the words "Pronto," "ProntoWash," or any variant, in any entity name without our written permission. (Fran. Agmt. § 17.7). You may not apply for, attempt to obtain or accept any form of trademark, trade name or other similar registration in any of the ProntoWash marks. (Fran. Agmt. § 17.2).

#### **ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We claim copyrights in our confidential Franchisee Book and in other written materials we provide to you as well as the software licensed to you. You will also learn information that we consider trade secrets. This includes operating procedures and contents of training, and information on how we operate. The Franchise Agreement requires you to keep all of this confidential.

You must return the Franchisee Book, software and other confidential information to us when your franchise agreement ends. (Fran. Agmt. § 6.5, 11.3; Master Fran. Sales Agmt. § 12.1, Software License Agmt. § 9).

You must keep our secrets confidential while you are a franchisee and afterward. You cannot use our secrets in any activity other than operating your franchise. You must use reasonable procedures that we request to help protect our secrets. (Fran. Agmt. §§ 11.1-11.4; Master Fran. Sales Agmt. § 7).

PWI has a design patent registration for the MDUs we provide to you and which you must use in your business, Patent No. D492,458 S, registered on June 29, 2004 and titled "Wheeled Carrier". The patent will remain in effect for 14 years from the date of issuance.

We have a license from PWI, signed on February 25, 2002 and later modified on January 2, 2005 that lets us use and franchise you to use their MDUs. The agreement has a 25 year term; however, PWI can terminate that license at any time. Termination forces us to stop granting new franchises and may also effect your right to continue using the MDUs technology. We do not expect the agreement to be terminated at any time that would be disruptive to us.

There is no current determination of the Patent and Trademark Office, Copyright Office or court regarding our claimed patents and copyrights. We are not aware of any infringement in the U.S. that could materially affect the franchise in the U.S. However, we are aware of infringements by companies in Uruguay and Spain. PWI is investigating these companies and plans to take action against them. We are also investigating and assessing a potential infringement by a company based in Puerto Rico.

You must tell us in writing if someone claims you are infringing their technology, or if you find out anyone else may be infringing our technology. (Fran. Agmt. §§ 17.8, 17.9). Technology refers to our patents, trade secrets or other intellectual property.

If you use our system according to the Franchise Agreement, then we'll do what we think is appropriate to defend and indemnify you against someone else's claim that you infringed their technology. We can defend or settle the claim using counsel we choose. You must cooperate with us. If

someone else is infringing, then we will decide what we want to do about it. You can't make any claim on them. (Fran. Agmt. § 17.8(A)).

If we say so, you must change or stop using the MDUs. We don't have to pay your expenses and you can't make any claim against us for modifying or changing the technology licensed for use by you. (Fran. Agmt. § 17.10).

#### **ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

We do not require you to personally supervise the franchised business. If you decide not to manage your Point of Service on a full time basis, you must designate a manager to perform the day-to-day on-premises management. (Fran. Agmt. § 8.10). Your manager must devote full time to managing the Point of Service, including being physically present during the days and hours we specify. The manager must attend and successfully complete all training we require before starting. Other than this, there is no limitation on whom you may hire as a manager. Your manager need not have any equity interest in the franchise. We can require the manager to sign a written agreement to maintain the confidentiality of our trade secrets and to comply with the covenants not to compete described in Item 17.

If you are a corporation, limited liability company, partnership or other form of entity, you must take all action we require to cause each of the owners, directors, managers, officers and employees to comply with the non-compete restrictions. (Fran. Agmt. § 14.6). You must not interfere with any relationship we may have with the facility where you are located.

If you sign our Master Franchise Sales Agreement, you must devote best efforts to develop and provide support and assistance to franchisees in your territory. (Master Fran. Sales Agmt. § 7.1).

#### **ITEM 16 RESTRICTIONS ON WHAT YOU MAY SELL**

You must offer and sell only items we approve for sale at your Point of Service. If you want to offer other items, you must first get our written consent.

You must offer the full range of services we designate on our service menu. If you wish to stop offering any service, you must first get our approval in writing. We can add additional items, delete or modify the services you must offer from your Point of Service from time to time.

You are not restricted with regard to customers you may sell to. However, you must conduct your business only from your Service Zone. We can restrict where you advertise. (This does not require us to restrict where other franchisees advertise).

If you sign our Master Franchise Sales Agreement, you may only generate interest in and assist us sell, and develop franchises and provide support to franchisees in your territory. You must follow our applicable franchisee selection guidelines. You cannot sign any agreement on our behalf and must arrange for each franchise agreement which we are willing to enter into, to be signed by us. We retain

ultimate discretion and judgment whether or not to enter into a franchise agreement with any particular prospective franchisee. Neither the franchisee selection guidelines, nor anything else obligates us to enter into any particular franchise agreement or to agree to permit any particular prospective franchisee to become a franchisee. We may act in our own self-interest in determining whether or not to enter into any potential franchise agreement and you waive and any claim as a result of any such determination.

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

The following table list certain important provisions of the Franchise Agreement. You should read these complete provisions in the agreement attached to this Offering Circular as Exhibit B.

Provision	Sections In Franchise Agreement	Summary
a. Term of the franchise	Sections 2.1, 2.2	Term of your agreement with us is five years. It could end earlier if your landlord ends their agreement that permits you to be there or if we terminate you earlier pursuant to sections (e) and (f) below.
b. Renewal or extension of the term	Sections 2.3, 15.1	If you meet all conditions, you can renew for an additional 5 years.
c. Requirements for you to renew or extend	Sections 15.1, 15.3	To renew for an additional 5 years you must: (a) comply with all agreements with us and our Franchisee Book; (b) be able to keep your location; (c) provide at least 120 days written notice of renewal; (d) request a current UFOC; (e) sign then current Agreement; (f) comply with our qualifications and training; (g) bring Point of Service into full compliance; (h) pay renewal fee.
d. Termination by you	N/A	You cannot terminate the Franchise Agreement early unless we agree in writing.
e. Termination by us without cause	N/A	We cannot terminate without cause.
f. Termination by us with cause	Sections 18.1-18.4	We may terminate if you default on any of your obligations.
g. "Cause" defined – defaults which can be cured	Section 18.3	You have 30 days to cure any curable defaults except where law requires longer. If you fail to cure in 30 days, we may terminate your franchise. Defaults not listed below in box h are probably curable.



Provision	Sections In Franchise Agreement	Summary
h. "Cause" defined – defaults which cannot be cured:	Sections 18.1, 18.2	Non-curable defaults include: bankruptcy or insolvency; assignment of assets for benefit of creditors; appointment of receiver; voluntary or involuntary dissolution; levy against assets; abandonment; loss of location; objection by facility owner to the continued operation of your Point of Service; conviction of felony or criminal misconduct; threat to public health or safety; unapproved transfer; breach of confidentiality, non-compete or transfer restriction provisions of the franchise agreement; maintaining false books or records; knowingly submitting a false report; making any false statement; failing to withhold taxes, FICA, insurance and other benefits from employees' wages; appropriating our property; not attending or completing training; not starting operations within 90 days from signing agreement and obtaining permits; repeated failure to comply with Franchise Agreement; failure to cure misuse of Marks or Technology within 72 hours of notice.
i. Your obligations on termination/ non-renewal	Section 18.5	Pay all amounts due to us and third parties including any expenses we incur because of your default; de-identify and stop using our marks, technology, trade secrets and system; cancel all assumed names containing our or similar marks, return manuals, all items containing our trade secrets, software, data storage discs, items showing our marks and any other property of ours; pay expenses we incur; assist us conduct an inventory of your Point of Service; stop use of phone numbers; cooperate with us; and sign all documents we request to terminate your franchise.
j. Assignment of contract by Us	Section 16.1	There is no restriction on our right to assign.
k. "Transfer" by you – definition	Section 16.2	Includes transfer, assignment, sale or sublicense of the agreement or your rights in agreement.
l. Our approval of your transfer	Sections 16.2, 16.5	We have the right to approve all transfers.

Provision	Sections In Franchise Agreement	Summary
m. Conditions for our approval of transfer	Section 16.5	You offer us right of first refusal; the proposed assignee applies to become a franchisee, completes training, demonstrates necessary skills and qualifications, signs our then current agreement with some modifications and agrees to upgrade the Service Zone; proposed terms of sale including sales price must not be excessive; you pay transfer fee, sign general release and provide us copies of all proposed and signed agreements with the assignee.
n. Our right of first refusal to buy your business	Section 16.8	We can match any offer for your business.
o. Our option to buy your business	Section 18.6	On expiration or termination, we have an option to purchase all or a portion of your MDUs and/or other equipment.
p. Your death or disability	Sections 16.7	Surviving heirs may operate the business if they qualify within 180 days, or they may assign to approved buyer. If we operate the business, we get reimbursed our expenses and we get a management fee of \$200 per day.
q. Non-competition covenants during term of franchise	Sections 14.1	You must deal exclusively with us. No involvement with competing business.
r. Non-competition covenants after franchise is terminated or expires	Sections 14.2	No competing business for 2 years within your or any other franchisee's territory. You may not employ any person who is employed by us, our affiliates or any of our franchisees.
s. Modification of the agreement	Section 20.6	No modification except in writing signed by you and us. Manuals may change, including our Franchisee Book.
t. Integration/merger clause	Section 20.5	Only the terms of the Franchise Agreement or other applicable agreement are binding (subject to state law). Other promises are not enforceable.
u. Dispute resolution by arbitration or mediation	None	All disputes are litigated in Miami, Florida, subject to state law.
v. Choice of forum	Section 20.14	All disputes are litigated in Miami, Florida, subject to state law.

<b>Provision</b>	<b>Sections In Franchise Agreement</b>	<b>Summary</b>
w. Choice of law	Section 20.10	Florida law applies, subject to state law.
x. Operation of your business by us	Section 16.7	If you die or are incapacitated in addition to our other rights we may operate your business for as long as we believe necessary at your expense.

Footnote:

(1) The provision in the Franchise Agreement which provides for termination on bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

The table below lists certain important provisions of the High End Detail Addendum. You should read the complete provisions of the agreement attached to this Offering Circular as Exhibit E.

<b>Provision</b>	<b>Section In High End Detail Addendum</b>	<b>Summary</b>
a. Term	Section 22	Same as Franchise Agreement
b. Termination by you	N/A	None
c. Termination by us with or without cause	24.1	We can terminate the addendum for any reason on 30 days written notice.

The table below lists certain important provisions of the Master Franchise Sales Agreement. You should read these complete provisions in the agreement attached to this Offering Circular as Exhibit C.

Provision	Sections In Master Franchise Sales Agreement	Summary
a. Term of the franchise	Section 2	Term of your agreement is 10 years, unless sooner terminated by you and us or as otherwise provided pursuant to sections (d), (e) and (f) below.
b. Renewal or extension of the term	Sections 14	If you meet all conditions, the agreement may be renewed for an additional term of 10 years.
c. Requirements for you to renew or extend	Sections 14	To renew for an additional 10 years you must: (a) comply with all agreements with us and our Master Sales Franchise Manual Book (if and when developed); (b) provide at least 120 days written notice of renewal; (c) request a current UFOC; (d) sign then current Agreement; and (e) pay renewal fee.
d. Termination by you	Sections 9.2 and 11.1-11.2	You may terminate the agreement early if any change to the system we require you to undertake has a material negative impact on your ability to perform the agreement. In that event, you may terminate on 90 days notice to us. You may also terminate if we breach the agreement and we fail to cure within 90 days after receiving notice from you.
e. Termination by us without cause	Section 10	We cannot terminate without cause.
f. Termination by us with cause	Section 10	We may terminate if you default on any of your obligations.
g. "Cause" defined – defaults which can be cured	Section 10.1	You generally have 30 days to cure any curable defaults except where law requires longer, unless the breach in our belief materially impacts our intellectual property, goodwill, finances or public safety, in which case the notice to cure period may be shorter. If you fail to cure within the time allotted, we may terminate your franchise. Defaults not listed below in box h are probably curable.

Provision	Sections In Master Franchise Sales Agreement	Summary
h. "Cause" defined – defaults which cannot be cured:	Section 10.1	Non-curable defaults include: bankruptcy or insolvency; assignment of assets for benefit of creditors; appointment of receiver; voluntary or involuntary dissolution; conviction of felony or misdemeanor involving moral turpitude or formal charging with such a crime where there is good cause to believe the charge is credible; you become subject to negative publicity; reasonable belief that you violated any law, rule or regulation governing the offer and sale of franchises or securities; or you are the subject of an investigation or restriction or stop order by any government agency with regard to franchise or securities law compliance, regardless of whether any charge is filed or whether any violation actually occurred.
i. Your obligations on termination/ non-renewal	Section 12	Stop developing, servicing or selling franchises, deliver to us all manuals and other proprietary information; stop use of our system, marks, trade names, slogans, signs or symbols, advertising materials, displays, stationary, forms and other items which display any of our marks; you must not use or copy any of these.
j. Assignment of contract by Us	Section 13.3	There is no restriction on our right to assign.
k. "Transfer" by you – definition	Section 13.1	Includes transfer, assignment or sale of the agreement or your rights in agreement.
l. Our approval of your transfer	Sections 13.1	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Section 13.1	You notify us in writing of your desire to sell, transfer or assign your franchise. We approve your request.
n. Our right of first refusal to buy your business	None	N/A
o. Our option to buy your business	None	N/A
p. Your death or disability	None	N/A

Provision	Sections In Master Franchise Sales Agreement	Summary
q. Non-competition covenants during term of franchise	Section 7.3	You must deal exclusively with us. No involvement with competing business.
r. Non-competition covenants after franchise is terminated or expires	Section 7.3	No competing business for 3 years after termination of agreement.
s. Modification of the agreement	Section 24	No modification except in writing signed by you and us. Manuals may change, including our Master Sales Franchise Manual.
t. Integration/merger clause	Section 24	Only the terms of the Master Franchise Sales Agreement or other applicable agreement are binding (subject to state law). Other promises are not enforceable.
u. Dispute resolution by arbitration or mediation	Section 25	All disputes must first be mediated in Miami, Florida or the state where you are headquartered. If not resolved, adjudication then will take place in Miami, Florida or the state where you are headquartered, subject to state law.
v. Choice of forum	Section 25	All disputes are to be mediated/ litigated in Miami, Florida, or the state where you are headquartered, subject to state law.
w. Choice of law	Section 22	Florida law applies, subject to state law.
x. Operation of your business by us	N/A	None
y. Limitation on damages	Section 25.2	No punitive or consequential damages. Damages limited to \$100,000.
z. Period of Limitations	Section 25.5	All claims must be brought within 1 year of the occurrence of facts giving rise to the claim.

Footnote:

(1) The provision in the Master Franchise Sales Agreement which provides for termination on bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

The table below lists certain important provisions of the Multi Franchise agreement. You should read the complete provisions of the agreement attached to this Offering Circular as Exhibit D.

Provision	Sections In Multi Franchise Agreement	Summary
a. Term of the franchise	Section 3	Term of the Multi Franchise Agreement is the earlier of 5 years or the date you satisfy your minimum development quota.
b. Renewal or extension of the term	N/A	None
c. Requirements for you to renew or extend	N/A	None
d. Termination by you	N/A	None
e. Termination by us without cause	N/A	We cannot terminate without cause.
f. Termination by us with cause	Section 7	We may terminate if you default on any of your obligations.
g. "Cause" defined – defaults which can be cured	Sections 6, 7	Except for breach for non-timely payment of fees, there are no defaults which may be cured. However, if you fail to satisfy your minimum development quota, you can prevent termination of the agreement by paying us the initial fee which would have been due. You must also pay us a preset monthly royalty, for each location you fail to open by the due date.
h. "Cause" defined – defaults which cannot be cured:	Section 7	Non-curable defaults include: crime, unauthorized transfer, breach including failure to pay fees and failure to correct within 30 days after notice; failure to satisfy minimum development quota or pay required initial fees and royalties instead; repeated failure to comply; termination of other agreements.
i. Your obligations on termination/ non-renewal	Section 8	You will no longer have a right to develop additional Pronto Wash Points of Service in your development area.
j. Assignment of contract by us	Section 9A	There is no restriction on our right to assign.

Provision	Sections In Multi Franchise Agreement	Summary
k. "Transfer" by you – definition	Section 9B	Includes transfer, assignment, sale or sublicense of the agreement or your rights in the agreement.
l. Our approval of your transfer	Section 9B	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Section 9J	You offer us right of first refusal; the proposed assignee provides us all information we require, successfully completes training, signs our current form of agreement with modifications; and you provide us a copy of all proposed contracts and signed agreements relating to the assignment and sign a general release.
n. Our right of first refusal to buy your business	Sections 9D- I	We can match any offer for your business or offer of any sale.
o. Our option to buy your business	Sections 9D-I	Only under our right of first refusal.
p. Your death or disability	Sections 9K	Surviving heirs may operate the business if they can qualify within 180 days, or they may assign to approved buyer.
q. Non-competition covenants during term of franchise	N/A	None.
r. Non-competition covenants after franchise is terminated or expires	N/A	None
s. Modification of the agreement	Section 10C	No modification except in writing signed by you and us.
t. Integration/merger clause	Section 10B	Only the terms of the agreement are binding (subject to state law). Other promises are not enforceable.
u. Dispute resolution by arbitration or mediation	N/A	None
v. Choice of forum	N/A	None specified.
w. Choice of law	10I	Florida law applies, subject to state law.



The table below lists certain important provisions of the Confidentiality Agreement. You should read the complete provisions of the agreement attached to this Offering Circular as Exhibit F.

Provision	Section In Confidentiality Agreement	Summary
a. Term	Section 3	Four years from date of disclosure to you of our confidential information.
b. Termination by you	NA	None
c. Non Competition Covenants	Section 2	You may not use any of the information we provide to you and you may not be involved in any competing business for 4 years after we disclosure the confidential information to you.
d. Assignment of contract	Section 8	You cannot assign.
e. Integration/merger clause	Section 7	Only the terms of the agreement are binding. Any other promises are not enforceable.
v. Choice of forum	Section 6	Florida, subject to state law.
w. Choice of law	Section 6	Florida law applies, subject to state law.

The table below lists important provisions of the General Release. You should read these provisions in the Release attached to this Offering Circular as Exhibit G.

<b>Provision</b>	<b>Section in General Release</b>	<b>Summary</b>
a. Term	Unspecified	Perpetual.
b. Termination by you	Unspecified	You can't terminate the Release
c. Integration/merger clause	Section 2	Only the terms of the agreement are binding (subject to state law). Any other promises may not be enforceable.
d. Choice of forum	Section 8	Florida, subject to state law.
e. Choice of law	Section 3	Florida law applies, subject to state law.

The table below lists certain important provisions of the Software License Agreement. You should read these complete provisions in the agreement attached to this Offering Circular as Exhibit H.

<b>Provision</b>	<b>Sections In Software License Agreement</b>	<b>Summary</b>
a. Term	Section 2	Term of your license is the same as the term of your franchise agreement, unless sooner terminated pursuant to Section 9.
b. Termination by you	Section 9	You may terminate the agreement early on notice to us.
b. Renewal or extension of the term	N/A	None
c. Requirements for you to renew or extend	N/A	None
e. Termination by us without cause	Section 9	We cannot terminate without cause.

Provision	Sections In Software License Agreement	Summary
f. Termination by us with cause	Section 9	We may terminate if you default on any of your obligations under the agreement or if you are no longer a ProntoWash franchisee.
g. "Cause" defined – defaults which can be cured	N/A	None
h. "Cause" defined – defaults which cannot be cured:	N/A	None
i. Your obligations on termination/ non-renewal	Section 9	Uninstall and destroy all copies of the software.
j. Assignment of contract by Us	N/A	None
k. "Transfer" by you – definition	Section 4	Includes distribute, resell, lease, rent, transfer, or sublicense the software or your rights in the software.
l. Our approval of your transfer	N/A	None
m. Conditions for our approval of transfer	N/A	None
n. Our right of first refusal to buy your business	N/A	None
o. Our option to buy your business	N/A	None
p. Your death or disability	N/A	None
q. Non-competition covenants during term of franchise	N/A	None
r. Non-competition covenants after franchise is terminated or expires	N/A	None
s. Modification of the agreement	Section 10.2	No modification except in writing signed by you and us.
t. Integration/merger clause	Section 10.2	Only the terms of the Software License Agreement are binding. Other promises are not enforceable.

Provision	Sections In Software License Agreement	Summary
u. Dispute resolution by arbitration or mediation	N/A	None
v. Choice of forum	N/A	None
w. Choice of law	Section 10.1	Florida law applies.
x. Operation of your business by us	N/A	None
y. Limitation on damages	Section 8	No punitive or consequential damages. Damages limited to amounts received by us under the License Agreement.

See also state specific addenda attached to this offering circular as Exhibit L.

These states have statutes which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise: ARKANSAS (Stat. § 70-807), CALIFORNIA (Bus. & Prof. Code §§ 20000-20043) (These provisions provide rights to you concerning termination or non-renewal of a franchise. If the Franchise Agreement is inconsistent with the law, the law will control.), CONNECTICUT (Gen. Stat. § 42-133e, et seq.), DELAWARE (Code tit. 6 Ch. 25 Sections 2551-2556), HAWAII (Rev. Stat. § 482E-1), ILLINOIS (815 ILCS 705/1 - 44), INDIANA (Stat. §§ 23-2-2.7), IOWA (Code §§ 523H.1-523H.17), MICHIGAN (Stat. § 19.854(27)), MINNESOTA (Stat. § 80C.14), MISSISSIPPI (Code § 75-24-51), MISSOURI (Stat. § 407.400), NEBRASKA (Rev. Stat. § 87401), NEW JERSEY (Stat. § 56:10-1), SOUTH DAKOTA (Codified Laws § 37-5A-51) VIRGINIA (Code 13.1-557-574-13.1-564), WASHINGTON (Code § 19.100.180), WISCONSIN (Stat. § 135.03). These and other states may have court decisions which supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise.

#### ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote the 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 ProntoWash Point of Service. Actual results will vary from unit to unit and we cannot estimate the results of any particular franchise.

**ITEM 20 LIST OF OUTLETS**

**Franchise Store Summary Status as of December 31 (2005/2004/2003)\***

State	Transfers	Cancelled or Terminated	Not Renewed	Acquired by Us	Left the System/Other	Total from Columns to the Left	Stores Operating at Year End
Florida	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	12/7/0
California	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/0/0
Texas	0/0/0	1/0/0	0/0/0	0/0/0	0/0/0	1/0/0	0/1/0
Virginia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/0/0
All other States	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Total	0/0/0	1/0/0	0/0/0	0/0/0	0/0/0	1/0/0	15/8/0

\* We started selling franchises in March, 2004. Our fiscal year end is December 31.

**Master Sales Franchise Summary Status as of December 31 (2005/2004/2003)**

State	Transfers	Cancelled or Terminated	Not Renewed	Acquired by Us	Left the System/Other	Total from Columns to the Left	Stores Operating at Year End
California	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	3/0/0
Florida	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/0/0
Virginia*	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/0/0
Total	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	5/0/0

\* This Master Franchisee is headquartered in and operates in and from Virginia. This master franchise was granted for a territory comprised of Washington D.C. and the states of North Carolina, South Carolina, Maryland, West Virginia and Virginia. At December 31, 2005, one franchise had been established in Virginia and no franchises had been established in the District of Columbia or any of the other states comprising this Master Franchisee's territory.

**Status of Company Owned Locations as of December 31 (2005/2004/2003)**

State	Stores Closed During the Year	Stores Opened During the Year	Total Stores Operating at Year End
Florida	1**/7*/0	0/1/6	0/1/7
Texas	0/1/0	0/0/1	0/0/1
Total	1/8/0	0/1/7	0/1/8

\* 4 of these locations were sold to franchisees in 2004. \*\* Sold to a franchisee in 2005.

Projected Openings as of December, 2005

State	Franchise Agreements Signed But Point of Service Not Open	Projected New ProntoWash Points of Service in the Next Fiscal Year	Projected New Master Franchises in the Next Fiscal Year	Projected Company-Owned ProntoWash Points of Service Openings in Next Fiscal Year
Alaska	0	0		0
Alabama	0	0		0
Arizona	0	1	1	0
Arkansas	0	0		0
California	3	13	3	0
Colorado	0	0		0
Connecticut	0	0		0
Delaware	0	0		0
Washington DC	0	1		0
Florida	3	7	1	0
Georgia	0	2		0
Hawaii	0	0		0
Idaho	0	0		0
Illinois	0	0		0
Indiana	0	0		0
Iowa	0	0		0
Kansas	0	0		0
Kentucky	0	0		0
Louisiana	0	0		0
Maine	0	0		0
Maryland	0	1		0
Massachusetts	0	0		0
Michigan	0	0		0
Minnesota	0	0		0
Mississippi	0	0		0
Missouri	0	0		0
Nebraska	0	0		0
Nevada	0	1	1	0
New Hampshire	0	0		0
New Jersey	0	1	1	0
New Mexico	0	0		0
New York	0	1	1	0
N. Carolina	0	2		0
Ohio	0	0		0

State	Franchise Agreements Signed But Point of Service Not Open	Projected New ProntoWash Points of Service in the Next Fiscal Year	Projected New Master Franchises in the Next Fiscal Year	Projected Company-Owned ProntoWash Points of Service Openings in Next Fiscal Year
Oklahoma	0	0		0
Oregon	0	0		0
Pennsylvania	0	0		0
Rhode Island	0	0		0
S. Carolina	0	0		0
Tennessee	0	0		0
Texas	0	3	2	0
Utah	0	0		0
Virginia	0	2		0
Vermont	0	0		0
Washington	0	0		0
Wisconsin	0	0		0
West Virginia	0	0		0
Total	6	35	10	0

Attached to this offering circular as Exhibit J is a list of the names, addresses and phone numbers of existing franchisees, master franchisees and company owned locations as of December 31, 2005 and a list of franchisees and master franchisees who were terminated, cancelled or not renewed or who otherwise voluntarily or involuntarily ceased to do business in the year ending December, 2005 or who have not communicated with us in the 10 weeks preceding the application date.

#### ITEM 21 FINANCIAL STATEMENTS

Attached to this offering circular as Exhibit A are audited financial statements consisting of a balance sheet and statement of operations, stockholder's equity and cash flows as of December 31, 2005, 2004 and 2003. Our fiscal year end is December 31.

#### ITEM 22 CONTRACTS

Attached as Exhibits B through H is a copy of our Franchise Agreement, Master Franchise Sales Agreement, Multi Franchise Agreement, High End Detail Addendum, Confidentiality Agreement, General Release and Software License Agreement. Attached as Exhibit L are the State Specific Addenda which you may need to sign.

#### ITEM 23 RECEIPT

The Receipt to this Offering Circular is attached as the last pages under Exhibit N, as separate and detachable pages (one to be signed by you and returned to us and the other to be kept by you).