

Item 1
THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this offering circular The Lease Coach, "we," "us," or "our" means The Lease Coach International Inc., the franchisor. "You" means the person or persons, including legal entities and their owners, which buy the franchise.

Franchisor's Name, Business Form, Predecessors, and Affiliates. The Lease Coach is a Washington corporation formed on June 16, 2006. The Lease Coach Inc., an Alberta, Canada corporation ("Lease Coach Canada"), has operated using the franchise method of business in Canada since its inception under its prior name, Associate Resources Lease Consultants Inc., in 1999.

Business Name, Address, Agents for Service. We do business under the name of "The Lease Coach", and under our entity name. Our principal business address is:

6908 Roper Road, Suite 206
Edmonton, Alberta T6B 3H9

Our agents for service of process are listed in Exhibit E.

The principal business name and address of our affiliate is as follows:

The Lease Coach Inc.
6908 Roper Road, Suite 206
Edmonton, Alberta T6B 3H9

Franchisor's Business and Franchises to be Offered. We offer a franchise of a system of business providing lease consulting and educational services exclusively to tenants and prospective tenants for the leasing of retail, commercial, office and industrial space. You will operate your business under a license to use our business system, know-how, and trademarks. Our affiliate, Lease Coach Canada, operates businesses of the type being franchised at the locations described in Item 20 below, and has since 2001. Lease Coach Canada also has a licensee in Vancouver, British Columbia, Canada, that has been using the business system since 2002, and an agent in Orlando, Florida, that has been using the business system on a commission basis since 2004.

The market for your products or services is growing, but competitive. You will be competing with national and local businesses offering similar services. There are no guarantees of success, as there exist both typical and special business risk factors, including but not limited to, cost of advertising and supplies, health and continuity of your management, quality and availability of real estate and business financing and interest rate fluctuation, recession or depression locally or nationally, wars, strikes, national emergency, natural disasters, and liability and casualty losses. Your efforts and skills as a business owner are the primary determinants of your success.

You will be subject to and must comply with laws generally applicable to real estate brokers. Exhibit F to this Offering Circular summarizes certain special laws or regulations applicable to this franchise.

Prior Business Experience of Franchisor, Predecessors and Affiliates. Associate Resources Lease Consultants Inc., the predecessor of our affiliate, Lease Coach Canada, began operating in the lease consulting business in Alberta, Canada in 1999. Associate Resources Lease Consultants Inc., and its principal, Dale Willerton, developed a distinctive format, system and plan for the business providing lease consulting and educational services exclusively to tenants and prospective tenants for the leasing of retail, commercial, office and industrial space for the leasing by them. Lease Coach Canada has offered franchises in Canada since 2001. Lease Coach Canada is engaged in no other business activities. Our former affiliate, The Lease Coach International Inc., a Canadian corporation, had one franchise using the franchise method of business in Alberta, Canada, which was terminated by mutual agreement in 2005, and now has no business operations.

We have not offered franchises in other lines of business, and do not presently intend to do so.

Item 2 BUSINESS EXPERIENCE

President: Dale Willerton

Mr. Willerton is the founder of the Lease Coach system. He has been the President, sole director and shareholder of The Lease Coach since its incorporation in June 2006. He has been the General Manager of The Lease Coach Inc. since July 1999. From 1994 to 1999 he was the General Manager of Associate Resources Real Estate Services Limited, which was a corporation offering lease consulting services. He is a licensed broker in Alberta, Canada, as authorized by the Real Estate Council of Alberta.

Franchise Development: Jeff Grandfield

Mr. Grandfield has worked in Marketing/Franchise Development with The Lease Coach since June 2006. He also worked in Marketing/Franchise Development with The Lease Coach Inc. in Edmonton, Alberta, Canada since May 2005. Before joining The Lease Coach, Mr. Grandfield was a student at Wilfrid Laurier University in Ontario, Canada.

Publicity and Marketing: Rick Lauber
The Lease Coach Inc.

Mr. Lauber has worked in Publicity and Marketing with The Lease Coach Inc. since July 2005. Mr. Lauber has also been employed in Market Research with Norquest College in Edmonton, Alberta, Canada since 1999.

Office Manager:
The Lease Coach Inc.

Pamela Anne Meurs

Ms. Meurs has been Office Manager for The Lease Coach Inc. in Edmonton, Alberta, Canada since November 1995.

There are no franchise brokers. The employees of our affiliate, The Lease Coach Inc., listed above, may provide operational support as described in Item 11.

Item 3 **LITIGATION**

There has not been any litigation or other dispute resolution that must be disclosed in this offering circular.

Item 4 **BANKRUPTCY**

Dale Willerton, who is our President and director, voluntarily assigned himself into bankruptcy under the Bankruptcy and Insolvency Act of Canada in September 1999. The petition was filed in the Court of Queens Bench in Edmonton, Alberta Canada. He was discharged from that bankruptcy in June 2000.

Other than the actions listed above, no person previously identified in Items 1 or 2 of this offering circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code that must be disclosed in this Item.

Item 5 **INITIAL FRANCHISE FEE**

Initial Fee. You must pay an initial franchise fee of \$11,800, when you sign the Franchise Agreement.

Other Fees. You pay us also for your initial inventory of supplies and materials costing approximately \$300, as described in Item 7.

Refundability and Financing (See Item 10 Below). The initial franchise fee and other fees described in this section are not refundable and must be paid in full upon signing the Franchise Agreement.

Variability. We charge an identical initial franchise fee to all franchisees. We did not sell franchises in the U.S. in our latest fiscal year, but in future years we will disclose the formula or range of initial franchise fees paid in our latest fiscal year.

Item 6
OTHER FEES OR PAYMENTS

Name of Fee or Payment	Amount	Due Date	Remarks
Continuing Monthly Fee	\$2,200 to \$3,200, plus gross revenue over \$500,000 in any calendar year	Monthly by the first day of each month	See Note 1
Interest and Late Charges	18% per annum	Upon due date of fees	See Note 2
Transfer fees	\$2,400, plus legal and other expenses incurred by us in connection with the transfer	Before approval of transfer	Payable when you sell your franchise or offer securities
Renewal Fee	\$2,400, plus legal and other expenses incurred by us in connection with the renewal	upon delivery of renewal notice	A condition of renewal
Fees on Default and Indemnity	varies	Upon demand	As incurred. See Note 3.
Insurance	varies	Before commencing franchise	Payable to third parties or Franchisor. See Note 4
Payments for Goods or Services	See Items 7,8,11	Upon purchase or billing	See Items 7,8,11, and Note 5
Recommended Monthly Marketing	Franchisor currently recommends a minimum of \$3,000 be spent on marketing and promotion each month	Monthly, as marketing is incurred	Payable to a variety of third party recommended media
Computer, Sign, Vehicle and Equipment Maintenance, Upgrades, Updates	Approximately \$500 to \$2000 per year	At time of purchase or billing	Payable to Third parties. See Items 8 and 11 and Note 6

Name of Fee or Payment	Amount	Due Date	Remarks
Additional or Advanced Training	\$0 to \$1, 200 per session	Before training	See Item 11
Attendance at Up to Two Mandatory Meeting Per Year (Travel, Lodging and Meals)	Approximately \$1000 to \$2000 per year	Before meeting	See Franchise Agreement Section 9.7 and Note 7
Referral fee	20% of all fees earned for services provided pursuant to such referral	Upon your receipt of payment for fees performed pursuant to the referral	See Franchise Agreement Section 9.3 and Note 8

Except as stated above, you pay all fees to us. All fees are nonrefundable.

Note 1: The continuing monthly fee is between \$2,200 and \$3,200 (plus applicable taxes) and is payable to us on the first day of each month. This amount is determined by the population of your Territory, in accordance with the latest available U.S. Census. If the population of the Territory is one million or less the continuing fee will be \$2,200 per month; between one million and two million people, the continuing fee will be \$2,500 per month; if the population is between two million and three million people, the continuing fee will be \$2,800 per month; if the population is more than three million, the continuing fee will be \$3,200 per month. If the population changes, the fee will change in accordance with this section. In addition, you must pay 8% of all gross revenue over \$500,000 in any calendar year. Continuing monthly fees are non-refundable. You are required to provide post-dated checks annually, to authorize your bank to automatically debit your account for payment to us, or authorize us to automatically charge your credit card. The continuing monthly fee begins the first month that you begin business and continues throughout the duration of the franchise. We can change the time and the manner of payment, including to electronic payment.

Note 2: Interest begins to accrue from the due date of payment. We will not charge beyond the maximum permitted by law.

Note 3: You must protect, indemnify and hold us harmless against any claims or losses arising out of the operation of the franchise business. If you default under the Agreement and we engage an attorney for collection or enforcement, you must pay all our damages and costs to the extent permitted by law.

Note 4: You must procure and maintain comprehensive general liability insurance with a policy limit of \$1,000,000 per occurrence or such amount as we may reasonably specify; and include all risk property damage coverage of \$1,000,000; business interruption insurance including rent, additional rent and continuing royalties and other charges under the franchise agreement for at least twelve (12) months after casualty; legally required coverage as required by applicable

legislation (such as workers' compensation insurance); separate, non-owned automobile coverage insurance; and insurance as may be required under the lease for your premises. We may change these insurance requirements, upon reasonable notice to you, to conform to prudent business practices. If we establish a group or blanket insurance policy, you may be required to participate and may have to pay premiums to us. If you fail to maintain insurance as required by us, and if we choose to cover payment for such insurance, you must reimburse us for the cost of premiums.

Note 5: You must purchase your initial and ongoing inventory of supplies from us or our affiliate, such as displays, booth set-ups, promotional literature, books, articles, videos and other items. If you want to purchase items from a supplier that has not been approved or designated by us, you will be responsible for paying our costs of inspection and testing of the items and the proposed alternative supplier.

Note 6: You must purchase and maintain such information gathering and reporting equipment as we may require. This includes but is not limited to a computer, software, fax machine, cell phone, and telephone, Internet service and video conferencing equipment. You will also need to have and maintain a motor vehicle of an age, model and condition acceptable to us.

Note 7: You must attend, at your expense, up to two convention per year at a time and place designated by us.

Note 8: If we receive any inquiries for the provision of products or services within your territory, except as expressly reserved pursuant to the franchise agreement and, provided you are not in default under the franchise agreement or any other agreement with us or our affiliates, we will refer such inquiries to you and you shall pay us a referral fee of 20% of all fees earned for services provided pursuant to such referral, if the referral results from our direct marketing, or from referrals from other franchisees.

Item 7 **INITIAL INVESTMENT**

<u>Category</u>	<u>Estimated Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment is to be made</u>
Initial Franchise Fee	\$11,800(Note 1)	All cash	On signing Franchise Agreement	Us
Real Estate, Leasehold Improvements, Fixtures	(Note 2) \$200 to \$1,000 first and last month's rent	As requested landlord	As requested by landlord	Landlord

<u>Category</u>	<u>Estimated Amount</u>	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment is to be made</u>
Furniture, Equipment and Signs	Approx. \$1000 to \$1350 (Note 3)	Cash or in accordance with financing	Before opening	Suppliers
Inventory and Supplies – First Month	Approx. \$300 (Note 4)	Cash or financing	Before opening	Us and approved Suppliers
Additional Funds and Miscellaneous	\$15,000 to \$20,000 (Note 5)	As incurred	Expended over approximately the first three months of operation	Employees, utilities, suppliers, etc.
TOTAL Does not include real estate costs or lease commitments	\$26,000 to \$45,250			

- (1) The initial franchise fee is \$11,800. See Item 5 for refundability and financing if applicable. See Item 6 for transfer fees paid by transferees of an existing franchise.
- (2) We advise you to find a location with no leasehold improvement or fixture costs, if possible. Therefore we have not included real estate costs. Your location must be in an executive business center, unless you have our written approval otherwise. Rent is estimated to be between \$100 to \$500 per month (first and last months rent are usually required). We have not included amounts for ongoing lease commitments except these amounts.
- (3) This category includes the computers, communications and other information gathering and reporting equipment described in Item 11 and a leased or approved used vehicle of \$0 - \$350. The total depends upon the size and configuration of the store and the product selection desired.
- (4) The inventory category includes displays, booth set-ups, promotional literature, books, articles, videos and other items, which you must purchase from us, our affiliates or approved suppliers. Supplies are for one month.
- (5) This estimates your initial three-month start-up expenses, less income earned, not including salary for you or personal expenses for you. These figures are just estimates and we cannot guarantee that you will not have higher costs, or that you will ever achieve profitability. Competitive conditions described in Item 1 above affect these costs. This also includes:

prepaid expenses and deposits (e.g. utilities and rent); insurance premiums; licenses and permits; advertising and marketing; and other variable costs (e.g. electricity, telephone, heat, etc.).

These amounts are estimates only, and specific amounts will vary depending upon local market conditions, which are outside our control. We relied on our experience and our affiliate's experience in the lease consulting business to compile these estimates. You should review the figures carefully with a business advisor before making any decision to purchase the franchise.

We may, in our discretion, offer financing to you, directly or indirectly. See Item 10. The availability and terms of third-party financing depend on a number of factors including availability of financing generally, your creditworthiness and available collateral, lending institutions' policies concerning the type of business you operate, and other comparable elements. We are not able to estimate your loan repayments to third parties.

None of these payments are refundable by us.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchase or Lease of Goods, Services, Supplies, Fixtures, Equipment, Inventory, Computer Software or Hardware and Real Property and Other Items. To maintain uniform standards of quality, appearance, and marketing, it is essential that you conform to our standards and specifications. Therefore, you must conform all leases, goods, services, inventory, equipment, software, advertising, marketing, trademark usage, trade dress, and materials required for the operation of the franchised business, to our standards and specifications. You will manage your own operations and employees.

You must purchase from us displays, booth set-ups, promotional literature, books, articles, videos and other items.

You must also purchase from us any software, Internet, and multi-area marketing programs, Internet, show and events, yellow pages, directory, affinity, and co-branding programs that we develop in the future. Such programs may require your cooperation (including refraining from certain channels of marketing and distribution), participation (including payment of commissions or referral fees), and adherence to maximum pricing to the extent permitted by law.

We do not require you to do business with us or purchase supplies from us or from any designated source other than as we describe above. There are no purchasing or distribution cooperatives.

You must follow our trademark and copyright usage directions.

You must acquire from sources of your choice and at your expense such information gathering and reporting equipment as we may specify. Including but not limited to a computer, software, fax machine, cell phone, telephone, video conferencing equipment and Internet access, if you do not already have these items. (See Item 11.)

How We Issue Specifications or Supplier Approvals. We base our specifications and product and supplier approvals on our discretionary determination of quality, value and appearance. There are no written criteria for supplier approval. We must approve all of your supply sources in writing before their use. We may require suppliers to provide certain information, sign a nondisclosure agreement, agree to guarantee our level of quality, and produce sufficient samples to allow us to test the sample at your expense. There is no fee for supplier approval unless we require third party testing, in which case you will pay the actual cost of the tests. We may issue specifications in manuals or directives, in writing or electronically, and we may modify them at any time. We will respond to a written request to approve a supplier within a reasonable time, normally seven days of its receipt.

Franchisor or Affiliate as an Approved Supplier. We may offer or designate others to offer certain supplies or services, and our affiliates or we may become approved suppliers or the only approved supplier(s) for other goods and services. These supplies or services may include displays, booth set-ups, promotional literature, books, articles, videos and other items. We are currently the only approved supplier of: all marketing materials, including books and promotional educational items. We may become an approved supplier or the only approved supplier for other goods and services.

Franchisor or Affiliates May Derive Revenue Based on Purchases or Leases. Our affiliates or we may derive revenue through markups of the prices charged to you for goods or services we supply. We may derive revenue through license fees, commissions, promotional fees, advertising allowances, rebates or other monies paid by approved suppliers although we do not know the precise basis of these payments since we have not collected them on account of franchisees in the past.

Extent of Required Purchases. We estimate that your initial expenditures from us or our affiliates, or that we specify or approve, will be 50 - 90% of your total initial purchases. During the operation of the franchised business, required purchases from us or our affiliates, or that we specify or approve are estimated to total 50 - 90% of your annual operating expenses. The majority of these required purchases will be from third parties that we specify or approve.

We do not provide material benefits (for example renewal or additional franchises) to you based solely on your use of designated or approved sources.

Item 9
FRANCHISEE'S OBLIGATIONS

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

	<u>Obligation</u>	<u>Section in Franchise or Other Agreement</u>	<u>Item in Offering Circular</u>
a.	Site selection and acquisition/lease	Section 7.1	Items 6, 7, 8, 11 & 12
b.	Pre-opening purchases/leases	Section 7.2	Item 7, 8
c.	Site development and other pre-opening requirements	Sections 7.1 and 7.2	Items 6, 7 and 11
d.	Initial and ongoing training	Section 9.7	Item 11
e.	Opening	Section 7.2	Item 11
f.	Fees	Sections 4.2(d), 8.1, 8.2, 9.3, 14.3(ix)	Items 5, 6 and 11
g.	Compliance with standards and policies/ Manual	Section 9	Item 8, 11, 16
h.	Trademarks and proprietary information	Section 11	Items 13 and 14
i.	Restrictions on products/services offered	Sections 6.2, 9.1, 9.6	Item 8 and 16
j.	Warranty and customer service requirements	Sections 9.4, 19	Item 11 and 16
k.	Territorial development and sales quotas	n/a	Item 12
l.	Ongoing product/service purchases	Section 9	Item 8
m.	Maintenance, appearance and remodeling requirements	Sections 1.3, 7.1	Item 11
n.	Insurance	Section 9.10	Item 6
o.	Advertising	Sections 9.12, 9.14	Items 6 and 11
p.	Indemnification	Section 19	Item 6

	<u>Obligation</u>	<u>Section in Franchise or Other Agreement</u>	<u>Item in Offering Circular</u>
q.	Owner's participation/management/staffing	Sections 9.4 and 9.7	Items 11 and 15
r.	Records/reports	Section 9.8	Item 6
s.	Inspections/audits	Section 10.1	Items 6 and 11
t.	Transfer	Section 14	Item 17
u.	Renewal	Section 4.2	Item 17
v.	Post-termination obligations	Sections 12, 13.3	Item 17
w.	Non-competition covenants	Sections 12.1, 12.2 and 12.3	Item 17
x.	Dispute resolution	Section 23	Item 17

Item 10 **FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

Item 11 **FRANCHISOR'S OBLIGATIONS**

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

Our Obligations Before You Open. Before you open your business, we will:

- 1) Approve your designated territory (Section 7.1 and Schedule C, Franchise Agreement).
- 2) Within 30 days after you sign the Franchise Agreement approve or disapprove the location of your business to determine if it meets our specifications (Section 7.1, Franchise Agreement).
- 3) Specify or approve the initial inventory and equipment to be utilized in the franchised business (Section 7.2, Franchise Agreement).
- 4) Train you in the training program (Section 5.1, Franchise Agreement). Also, see Item 11 below for information on the training program.
- 5) Lend you a Manual, in one or more volumes, or in electronic media, or on an Intranet or password protected portion of the Internet, and which may be amended, supplemented,

or replaced at any time (Section 5.2, Franchise Agreement). This Manual is confidential and remains our property, and we may modify it at any time. The Table of Contents of the Manual with the number of pages for each section as of our latest fiscal year-end (unless another date is stated) is attached as Exhibit H.

Our Obligations During Your Operation of the Franchised Business. After you open your business, we will, at no additional charge, except as described in Item 6 or below:

- 1) Continue to offer advice, guidance and experience to you, answer your questions and provide ongoing consultation (Section 6.1, Franchise Agreement).
- 2) Lend you any amendments, supplements or replacements to the confidential Manual (as described in this Item 11 above), and any amendments. (Section 6.1, Franchise Agreement).
- 3) Review and approve advertising submitted to us by you (Section 9.12 Franchise Agreement).
- 4) Provide supplemental training of you and your employees, at your cost (Section 9.7 of Franchise Agreement).

Advertising. You must obtain our prior review and written approval before you use any marketing or use our trademarks in any media (including Internet or electronic media), except when using materials approved by us. You must make reasonable efforts to participate in and cooperate with all advertising and marketing programs selected by us, (including Internet or electronic media), except that you are not required to follow or maintain any sales price or suggested pricing, to the extent prohibited by law. You must use reasonable efforts to promote the franchised business. You must comply with the marketing and promotion strategies prescribed by us, which currently recommend a minimum of \$3,000 be spent on marketing and promotion each month on a variety of designated media. All expenses of this independent advertising will be yours. You must follow our trademark and copyright usage directions.

Computer and Communications Systems. You must acquire, maintain, and upgrade the systems for recording, monitoring, communicating and transmitting data and information including, without limitation, point of sale case and other forms of payment recording and accounting, data processing, video, electronic and other forms of visual and voice transmission and communication and all computer and other equipment, hardware and software designated by us from time to time, at your expense. The cost for these purchases is described in Item 7, above. The computer or communications system will be used to report to and communicate with us, for your accounting, and for other tasks that we may designate. You must participate in video conferences as we specify and you must transmit information to us at intervals and in the form and manner that we specify.

Computer systems are vulnerable in varying degrees to computer viruses, bugs, worms, spyware, power disruptions, communication line disruptions, Internet access failures, Internet content failures, hardware and software failures, and attacks by hackers and other unauthorized intruders and other disruptions. It is your responsibility to protect yourself from these problems. This may

include taking reasonable steps to secure your systems (including continually updating firewalls, password protection, and anti-virus systems), and to use backup systems.

Table of Contents of the Manual. The table of contents of the version of the manual, in one or more volumes, or in electronic media, or on an Intranet or password protected portion or the Internet, and which may be amended, supplemented, or replaced at any time, current as of our last fiscal year-end, or other specified date, is in Exhibit H. The current number of pages devoted to each subject and the total number of pages are stated.

Methods Used to Select the Location. We do not select the location of the franchised business, which is your responsibility. However, your location must be in an executive business center and you must obtain our approval of the location. We will base our approval on factors such as cost, quality of facilities, demographics of the surrounding area, accessibility, and similar factors which we analyze based on our experience and our own subjective judgment. We cannot predict, represent, or warrant success, suitability, or income levels for any location. Our approval will normally take seven days.

Length of Time between Signing of Franchise Agreement and Opening. The typical length of time between the signing of the Franchise Agreement or the first payment of any consideration for the franchise, and the opening of the franchised business is approximately six weeks to two months.

Training Program.

(1) Initial Training. The initial mandatory training program will take place at Edmonton, Alberta, or at another location that we choose. The duration is normally four days. This initial training will be without charge to your individual majority owner. The tuition for the initial training and the course written materials will be borne by us. The tuition for the initial training and the course written materials for any additional persons or any training subsequent to the initial training course and requisite materials and convention fees will be paid by you. The training program is conducted after the signing of the Franchise Agreement and payment of the initial franchise fee, and before the franchised business is opened. Satisfactory completion of the initial training program is mandatory. In addition to the initial training, you are required to complete a prescribed list of reading materials within a schedule set by us. This will require approximately 100 hours to complete. In addition, you must become a licensed real estate agent, salesperson, or broker and must complete all required courses as required by the governing real estate authority, or other authority in the jurisdiction in which the franchise business is to be located. The initial training is described in the chart below.

SUBJECT	NO. OF HOURS CLASSROOM	NO. OF HOURS ON THE JOB	WHEN STARTS	WHEN COMPLETED	INSTRUCTIONAL MATERIAL
Introduction	1	0	Day 1	Day 1	Manuals
Time Management	1		Day 1	Day 1	Manuals
What a Lease Consultant Does	1½	0	Day 1	Day 1	Manuals

SUBJECT	NO. OF HOURS CLASSROOM	NO. OF HOURS ON THE JOB	WHEN STARTS	WHEN COMPLETED	INSTRUCTIONAL MATERIAL
What Are you Worth	2¼	0	Day 1	Day 1	Manuals
Common Consulting Mistakes	1	0	Day 2	Day 2	Manuals
The Importance of Testimonials and References and How to Get them	1	0	Day 2	Day 2	Manuals
Tips for Getting Hired	1¼	0	Day 2	Day 2	Manuals
Understanding the Marketplace	1¼	0	Day 2	Day 2	Manuals
Commercial Real Estate Background	1½	0	Day 2	Day 2	Manuals
Case Studies	1	0	Day 3	Day 3	Manuals
The Business Plan	1	0	Day 3	Day 3	Manuals
Setting Up Your Office	1¼	0	Day 3	Day 3	Manuals
General Operations	1¼	0	Day 3	Day 3	Manuals
The Consulting Process	1½	0	Day 3	Day 3	Manuals
Marketing	6½	0	Day 4	Day 4	Manuals

The training director will be Dale Willerton, whose experience is set forth in Item 2 of this Offering Circular. Other instructors with knowledge in particular areas may assist and their identities are unknown at the present.

(2) Subsequent Training. We may require you to receive or attend the additional or advanced training we reasonably require at a reasonable charge by us, or whatever charge is made by third party trainers, plus travel, food, and accommodations, and all other necessary expenses, subject to increase, but will not do so more than once per year. See Item 6.

Item 12

TERRITORY

Exclusive Territory. You will normally receive an exclusive area. This exclusive area protection will be described in the Franchise Agreement or in an addendum or map attached to it. Your territory will contain a minimum of 500,000 in population as determined by U.S. census data available at www.census.gov, and will be defined by postal zip codes as published by the United States Postal Service.

Within the exclusive area, neither any affiliate nor we may own, operate, or franchise another fixed location using the trademarks and system. We and our affiliates may own, franchise, and operate units in other territories.

The exceptions to this exclusivity, and rights we reserve, are as follows. We may use, and franchise and license others to use, the System and the Trademarks at other locations. We may use, and franchise and license others to use, the System and methods competitive with the System under trademarks different than the Trademarks. We may purchase, or be purchased by, or merge or combine with, competing businesses, wherever located. We may sell and distribute directly or indirectly products and services under The Lease Coach trademark or other trademarks both within and outside of your territory through the use of other channels of distribution including retail outlets, direct mail, mail order, internet or other network, or method of distribution. We may provide lease coaching, training, consulting and document review services and speak for hire both within and outside of your territory but, unless you otherwise agree, we will not provide lease negotiation or site selection services with your territory. We may provide the services to multi-area accounts. You must give us the right of first refusal to fulfill any speaking engagements for hire within your territory, and you may not service customers located outside your territory without permission.

Customer Restrictions.

Your business will be limited to providing the lease consulting services on the tenant side only in a buyer's (tenant) agency capacity only. You are prohibited from doing work for or receiving payments or other benefits from any owner or landlord, or from a representative of an owner or landlord. You are not permitted to charge for your services on a percentage, contingency or commission basis. All charges for your services must be based on a stated fee or an hourly rate. You are not required to follow any particular sales price, except that we may recommend prices, set maximum prices, and determine pricing strategy each to the extent permitted by law.

You may not offer or provide products or services to any persons or entities outside of your territory, unless you have the prior written consent of us and any franchisee for the territory in which the products or services are to be provided. If you receive inquiries for the provision of products or services outside the territory, you must refer them to us. If we receive inquiries for the provision of products or services within the territory, except as expressly reserved in the Franchise Agreement, we will refer them to you and you shall pay us a referral fee of 20% of all fees earned for services provided pursuant to such referral.

You do not normally receive the right to acquire additional franchises within your area or contiguous territories. You may be granted the right to acquire additional franchises in certain markets at our discretion.

Continuation of the Franchise Area. Continuation of the territory for the franchised business is not dependent on achievement of a certain sales volume, market penetration or other contingency. You may operate the franchised business only as such location or locations as we approve.

Item 13 **TRADEMARKS**

Our President, Dale Willerton, owns and licenses us the right to license to you the trademark THE LEASE COACH, as shown on page ii of this Offering Circular. By trademark we mean trade

names, trademarks, service marks, logos, trade dress, and other commercial symbols used to identify the business. Mr. Willerton filed an application for registration of the trademark THE LEASE COACH with the U.S. Patent and Trademark Office ("PTO") on April 12, 2005. The application has been assigned serial number 78607037, and the trademark is currently pending registration.

We also claim common law rights in our trademarks based on our prior usage. You may not use any of our trademarks as part of your business entity name or Internet domain name or online address. We control all Internet access, marketing, and usage.

By not having a Principal Register federal registration for any trademark, we do not have certain presumptive legal rights granted by a registration.

There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state where this Offering Circular is required, or any court, or any pending infringements, opposition, or cancellation proceeding or any pending material litigation involving our principal trademarks.

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

You must notify us immediately of any infringement of, or challenge to, your use of our trademarks. We are not obligated by the Franchise Agreement to protect your rights to use these trademarks or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving our trademark or if the proceeding is resolved unfavorably to you, but may defend, prosecute or settle these claims or litigation. You must modify or discontinue the use of any trademarks or use one or more substitute trademarks if we request you to do so. You may not contest our ownership, title, right or interest in our trademarks that are part of the business. Upon termination of the Franchise Agreement for any reason, you must cease using these trademarks in any manner.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the principal trademarks in the state where the franchised business is to be located.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a patent.

You may use the information contained in our Manual, in one or more volumes, or in electronic media, or on an Intranet or password protected portion or the Internet, and which may be amended, supplemented, or replaced at any time. While we have not filed an application for registration of our copyright, we claim copyright right protection for our Manual, any software, Web pages, marketing materials, designs, creative works, and other works of authorship in any media.

We also claim trade secret protection with respect to our knowledge, trade secrets, methods, products, systems, information, Manual, proprietary software (if any), confidential electronic and other communications, methods of Internet and trademark usage, marketing programs, and research and development.

You acknowledge in the Franchise Agreement that all of these are proprietary and are our trade secrets and that you will maintain their confidentiality. You must follow our security procedures, including you and any agent or employee who is allowed access signing any nondisclosure, and Intranet, Extranet, and Internet usage agreements that we require.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

You must participate personally in the franchised business, which must be your full-time occupation. If you are a legal entity, such as a corporation or a limited liability company, then one designated 50% or majority owner who is a natural person must participate personally, full-time in the direct operations of the franchised business. You may not hire employees or agents without our prior written consent, and that each such employee or agent will be subject to our approval. The franchised business is a personal services business and that it is not anticipated that there will be any employees or agents approved except for one administrative assistant. Each equity or voting owner who owns 5% or more of the franchised business must personally guarantee the Franchise Agreement including confidentiality and non-competition covenants. A copy of the Guarantee is attached to the Franchise Agreement.

You, or your designated majority owner must satisfactorily complete training. See Item 17 regarding the effect of death or disability of an individual on the franchise and the requirement of designating and training a successor franchisee.

If reasonably necessary to prevent interruption of the franchised business and loss of goodwill of the trademarks, we may take over operation of your business for your account. In that event all revenue derived from our operation will be for your account, less expenses, debts, liabilities of the business, and less reasonable compensation to us.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

To maintain uniform quality standards, you must follow our directions concerning the services and products you provide. You may not offer or provide products or services to any persons or entities outside of your territory, unless you have the prior written consent of us and any franchisee for the territory in which the products or services are to be provided, or provide products or services to landlords. (See Item 12). You may sell only those approved services and products consistent with the image and product line as have been expressly approved by us. (See Item 8).

Your business will be limited to providing the lease consulting services on the tenant side only in a buyer's (tenant) agency capacity. You are prohibited from doing work for or receiving payments or other benefits from any owner or landlord, or from a representative of an owner or

landlord. You are not permitted to charge for your services on a percentage, contingency or commission basis. All charges for your services must be based on a stated fee or an hourly rate. You are not required to follow any particular sales price, except that we may recommend prices, set maximum prices, and determine pricing strategy each to the extent permitted by law.

There are no restrictions on the prices at which you may sell your products or services, except that we may recommend prices, set maximum prices, and determine pricing strategy (described in Item 8), to the extent permitted by law.

We may change the types of goods or services we authorize. There are no limits on our right to do so.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Offering Circular. All references are to the franchise agreement, unless otherwise specified.

Provision	Section in Franchise or Other Agreements	Summary
a. Term of the franchise	Section 4.1	Ten years.
b. Renewal or extension of the term	Section 4.2	One renewal for five years.
c. Requirements for you to renew or extend	Section 4.2	Give notice, sign new contract with different terms, pay fee, be free from default, fully comply.
d. Termination by you	Section 4.1	If you are not in default, you may terminate upon 90 days written notice to us. You must comply with post-termination covenants and continue to pay fees during this 90 day period.
e. Termination by us without cause	N/A	None.
f. Termination by us with cause	Section 13.1	You can be terminated if you breach, failure to complete training, become insolvent, etc.

Provision	Section in Franchise or Other Agreements	Summary
g. "Cause" defined - Curable defaults	Section 13.2	five days to cure a financial default, 14 days to cure reporting defaults and for failure to comply with the manual or breach of lease.
h. "Cause" defined - defaults which cannot be cured	Section 13.1	Material misrepresentation, failure to complete initial training, insolvency, loss of occupancy of premises, committing a crime, repeated defaults, making an unauthorized transfer, etc.
i. Your obligations on termination/ nonrenewal	Section 13.3	De-identification, payment, nondisclosure, noncompetition, return manuals and proprietary materials, assignment of phone, Internet and other directory numbers and listing, etc.
j. Assignment of contract by us	Section 14.1	No restriction.
k. "Transfer" by you - definition	Section 14.2	Includes transfer of contract, assets, or ownership change.
l. Our approval of transfer by you	Section 14.2	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Section 14.3	New franchisee qualifies and successfully completes training, payment of transfer fee (see Item 6), signs our then-current form of agreement with then-current terms, and you sign release (see also below).
n. Our right of first refusal to acquire your business	Section 14.6	We can match any offer for your business, for 30 days.

Provision	Section in Franchise or Other Agreements	Summary
o. Our option to purchase your business	Section 12.3	If the franchised business is located in a jurisdiction in which any portion Section 12.3 (non-competition) is unenforceable, we have the option to purchase any or all of the assets of the franchised business for a price not to exceed \$1,200.
p. Your death or disability	Section 14.4	Within three months Franchisee's heirs or legal representative may apply to us to be accepted as a transferee. Other conditions of transfer apply.
q. Noncompetition covenants during the term of the franchise	Sections 12.1, 12.2, 12.3 and 12.4	No involvement in competing business, non-disclosure of confidential information, non-solicitation of customers and employees.
r. Noncompetition covenants after the franchise is sold, terminated or expires	Section 12.3	No competing business for three years within 50 miles of us, of our affiliates, of a franchisee, or of your territory, and on the Internet, non-solicitation, of customers and of employees.
s. Modification of the agreement	Section 21	Only by mutual agreement in writing.
t. Integration/merger clause	Sections 21	Only the terms of the Franchise Agreement, are binding or enforceable (subject to state law). Any other promises are not.
u. Dispute resolution by arbitration or mediation	Section 23.1	Except for certain claims for immediate relief, all disputes must be mediated and arbitrated in King County, Washington, or other site specified by us.

Provision	Section in Franchise or Other Agreements	Summary
v. Choice of forum	Section 23.1	Dispute resolution must be in King County, Washington, except as stated in State Addenda to this offering circular, and except for certain claims for extraordinary relief.
w. Choice of law	Section 23.2	Washington law, U.S. Federal Arbitration Act, and U.S. Federal Trademark Act (Lanham Act)] all apply, except as stated in State Addenda to this offering circular.

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. Section 70-807), CALIFORNIA (Bus. & Prof. Code Sections 20000-20043) CONNECTICUT (Gen. Stat. Section 42-133e et seq.), DELAWARE (Code tit. 6, Ch. 25, Sections 2551-2556), HAWAII (Rev.Stat. Section 482E-1), ILLINOIS (815 ILCS 705/1-44), INDIANA (Stat. Section 23-2-2.7 and 23-2-2.5), IOWA (Code Sections 523H.1-523H.17), MARYLAND (Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. Sections 14-201 to 14-233 (2004 Repl. Vol.)), MICHIGAN (Stat. Section 19.854 (27)), MINNESOTA (stat. Section 80C.14), MISSISSIPPI (Code Section 75-24-51), MISSOURI (stat. Section 407.400), NEBRASKA (Rev. Stat. Section 87-401), NEW JERSEY Stat. Section 56.10-1), NORTH DAKOTA (N.D.C.C. Franchise Investment Law Section 51-19), SOUTH DAKOTA (Codified Laws Section 37-5A-51), VIRGINIA (Code 13.1-517-574), WASHINGTON (Code Section 19.100.180), WISCONSIN (Stat. Section 135.03). These and other states may have court decisions that may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

The State Addenda in Exhibit G, if applicable, may also describe certain state laws that may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of the franchise.

Item 18 **PUBLIC FIGURES**

We do not use any public figure or personality to promote the franchise in any way.

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

Item 20
LIST OF OUTLETS

The name of each of our franchisees and the address and telephone number of each of their outlets as of the end of our last fiscal year (unless another date is stated on the list) is set forth in Exhibit D.

The Lease Coach International, Inc.
Franchise Store Status Summary
For Years 2006/2005/2004⁽²⁾

<u>State</u>	<u>Transfers</u>	<u>Canceled or Terminated</u>	<u>Not Renewed</u>	<u>Reacquired by Us</u>	<u>Otherwise Left System</u>	<u>Total of Columns (1)</u>	<u>Operating at year end</u>
Alabama	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Alaska	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Arizona	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Arkansas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
California	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Colorado	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Connecticut	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Delaware	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Florida ⁽³⁾	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Georgia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Hawaii	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Idaho	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Illinois	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Indiana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Iowa	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Kansas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Kentucky	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Louisiana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Maine	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Maryland	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0

<u>State</u>	<u>Transfers</u>	<u>Canceled or Terminated</u>	<u>Not Renewed</u>	<u>Reacquired by Us</u>	<u>Otherwise Left System</u>	<u>Total of Columns (1)</u>	<u>Operating at year end</u>
Massachusetts	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Michigan	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Minnesota	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Mississippi	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Missouri	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Montana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Nebraska	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Nevada	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New Hampshire	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New Jersey	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New Mexico	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
New York	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
North Carolina	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
North Dakota	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Ohio	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Oklahoma	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Oregon	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Pennsylvania	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Puerto Rico	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Rhode Island	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
South Carolina	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
South Dakota	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Tennessee	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Texas	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Utah	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Vermont	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Virgin Island	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Virginia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Washington	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Washington, D.C.	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
West Virginia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Wisconsin	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Wyoming	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0
Totals	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0

- (1) **Note:** The numbers in the "total" column may exceed the number of stores affected because several events may have affected the same franchised business. For example, the same franchised business may have had multiple owners.
- (2) **Note:** Fiscal year ends on March 31 of each year.
- (3) As disclosed in Item 1, our affiliate, Lease Coach Canada also has a licensee in Vancouver, British Columbia, Canada, that has been using the business system since 2002, and an agent in Orlando, Florida, that has been using the business system on a commission basis since 2004.

**The Lease Coach International, Inc.
Status of Company Owned Stores
For Years 2005/2004/2003**

State	Stores Closed During Year	Stores Opened During Year	Total Stores Operating At Year End
All States	0/0/0	0/0/0	0/0/0
Canada ⁽¹⁾	0/0/0	0/0/0	1/1/1
Totals	0/0/0	0/0/0	1/1/1

- (1) **Note:** Our President, Dale Willerton, and his wife own and operate a business similar to that being franchised in Edmonton, Alberta, Canada.

The Lease Coach International, Inc. Projected Openings As of Our Most Recent Fiscal Year End			
STATE	FRANCHISE AGREEMENTS SIGNED BUT FRANCHISE NOT OPEN	PROJECTED FRANCHISED NEW AGREEMENTS FOR OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED OPENINGS IN NEXT FISCAL YEAR
California	0	0 - 6	0
Hawaii	0	0 - 1	0
Illinois	0	0 - 2	0
Indiana	0	0 - 1	0
Maryland	0	0 - 1	0
Minnesota	0	0 - 2	0

<p style="text-align: center;">The Lease Coach International, Inc. Projected Openings As of Our Most Recent Fiscal Year End</p>			
STATE	FRANCHISE AGREEMENTS SIGNED BUT FRANCHISE NOT OPEN	PROJECTED FRANCHISED NEW AGREEMENTS FOR OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED OPENINGS IN NEXT FISCAL YEAR
New York	0	0 - 2	0
North Dakota	0	0 - 1	0
Rhode Island	0	0 - 1	0
South Dakota	0	0 - 1	0
Virginia	0	0 - 1	0
Washington	0	0 - 1	0
Wisconsin	0	0 - 1	0
Other	0	0 - 6	0
Totals:	0	0 - 27	0

The name and last known home address and telephone number of every franchisee within the most recently completed fiscal year who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or who has not communicated with us within 10 weeks of the date of this Offering Circular, are in Exhibit D.

Item 21 FINANCIAL STATEMENTS

Our fiscal year end is March 31. Exhibit A contains our opening audited balance sheet as of July 24, 2006

Item 22 CONTRACTS

You will be asked to sign the following:

Exhibit B Franchise Agreement, with the following attached schedules:

Schedule A – Description of Premises

Schedule B – Trademarks

Schedule C – Territory

Schedule D – Individual Guaranty

Exhibit C Contingent Assignment of Listings
Exhibit G State and Provincial Addenda
Exhibit J Acknowledgment of Receipt of Completed Agreements

Item 23
RECEIPT

Included as the last document of this Offering Circular is a detachable Receipt to be signed by you. This Receipt must be signed and dated and delivered to us at least 10 business days before signing of the Franchise Agreement or payment of any fee by you.