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WEST SANITATION SERVICES, INC.

UNIFORM FRANCHISE OFFERING CIRCULAR

3882 Del Amo Boulevard
Torrance, California 90503
(310) 793-4242

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

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To protect you, we've required your franchisor to give you this information. We haven't checked it and don't know if it's correct.

It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor like a lawyer or an accountant. If you find anything you think may be wrong or anything important that's been left out, you should let us know about it. It may be against the law.

There may also be laws on franchising in your state. Ask your state agencies about them.

**Federal Trade Commission
Washington, D.C. 20580**

Date Issued: _____

The effective dates of this Offering Circular in the States of California, and New York are set forth in Exhibit 6.

For use in California and New York.

FRANCHISE OFFERING CIRCULAR

WEST SANITATION SERVICES, INC.
A Delaware Corporation

3882 Del Amo Boulevard
Torrance, California 90503
(310) 793-4242

The franchisee will operate a restroom odor control and sanitation service business which installs and services odor control systems that leave restroom fixtures sanitary in plants, hospitals, offices, government and municipal buildings, etc.

The initial franchise fee is $6,000.00. There is also an initial development fee based on billings to any existing customers that West may assign you. During the fiscal year ended December 31, ~~2005~~2006, West had no new franchisees and therefore charged no initial development fees ~~ranged from $0 to $8,000.00~~. You, as a new franchisee, must purchase an opening inventory of the AeroWest, Odo-San and Westair Dispensers and proprietary odor counteractants from West at a cost ranging from $800 to $1,000. See Item 5. The estimated first year's initial investment required is from $12,472 to $ 53,868. See Item 7.

RISK FACTORS:

1. WEST HAS NO OBLIGATION UNDER THE FRANCHISE AGREEMENT OR OTHERWISE TO PROTECT YOUR RIGHTS TO USE THE TRADEMARKS AND TRADENAMES. THIS MEANS THAT YOU MAY HAVE TO BRING LEGAL PROCEEDINGS AT YOUR OWN EXPENSE TO PROTECT YOUR INTERESTS IN THE TRADEMARKS AND TRADENAMES, OR YOU MAY HAVE TO DEFEND AT YOUR EXPENSE AGAINST ANY ACTION BROUGHT AGAINST YOU FOR INFRINGEMENT.

2. THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE ONLY IN NEW YORK. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE WEST IN NEW YORK THAN IN YOUR HOME STATE. YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND THIS PROVISION MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURE IN EXHIBIT 6.

3. THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS THE AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND THIS PROVISION MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURE IN EXHIBIT 6.

4. THE FRANCHISEE WILL NOT RECEIVE AN EXCLUSIVE TERRITORY.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT 5 OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.

REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS OFFERING CIRCULAR. IF YOU LEARN THAT ANYTHING IN THE OFFERING CIRCULAR IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE STATE ADMINISTRATOR LISTED IN EXHIBIT 5.

The effective dates of this Offering Circular in the States of California and ~~, Illinois, Maryland,~~ New York ~~and Virginia~~ are set forth in Exhibit 6.

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ITEM 1

THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this offering circular, "West" means West Sanitation Services, Inc., the franchisor. "You" means the person who buys the franchise. West's agents for service of process in the states whose franchise laws require West to name a state agency as agent for service are shown on Exhibit 5.

West is a Delaware corporation incorporated on December 23, 1983, which does business under the names "WEST", "WEST SANITATION", "AEROWEST SERVICES," "ODO-SAN SERVICES" and "WESTAIR SERVICES". West's principal business address is 3882 Del Amo Boulevard, Torrance, California 90503, and its telephone number is (310) 793-4242.

West franchises restroom odor control and sanitation service businesses which operate under the names "Westair Services," "Odo-San Services" and "AeroWest Services" (the "AEROWEST/ODO-SAN/WESTAIR businesses"). West offers one type of franchise which operates under all of these names. West sometimes refers to the franchised business as a "route", because you will provide service to customers at regular intervals.

Since December, 1983, West has operated a restroom sanitation and odor control business and has offered and sold franchises for businesses offering these services. In August, 1984, Graham H. Emery, West's current President, bought the company from West Chemical Products, Inc. West has not offered franchises for any other type of business. West has no affiliates.

You will offer AEROWEST/ODO-SAN/WESTAIR services to customers to remove unpleasant odors, improve hygiene and provide a pleasant environment in public restrooms. You will develop new accounts, perform demonstrations for prospective customers, install AeroWest and Westair odor counteractant systems in restrooms, and, if you wish, sanitize restroom fixtures. West franchisees normally operate out of their homes. Your customers will normally be in your local area or within easy driving distance. The market for your services will primarily be plants, hospitals, office buildings, government and municipal buildings. Your services will not be seasonal. There is a growing market of customers who prefer to use outside services rather than do this work themselves. You will compete with specialty cleaning companies offering similar services and with organizations that use their own employees to do the work.

West knows of no regulations or laws specific to the industry but the laws, rules and regulations which apply to businesses in general will affect you. Consult your lawyer about them.

ITEM 2

BUSINESS EXPERIENCE

President, Treasurer and Owner: Graham H. Emery

Mr. Emery has served as President of West since he purchased the company from West Chemical Products, Inc. in August, 1984. In addition, Mr. Emery has served as Treasurer of West since August, 2002.

General Manager: Kittie Calladonato

Ms. Calladonato has served as West's General Manager since March 2004, Company Secretary since January 1994 and Administrative Manager since December, 1983.

Midwest Production and Distribution Center Manager: Dan Centerbar

Mr. Centerbar has served as West's Midwest Production and Distribution Center Manager at Bensenville, Illinois since November, 2001. He served as West's Plant Manager at Bensenville, Illinois from August, 1999 to November, 2001. From November, 1995 to July 1999, Mr. Centerbar served as Facilities Manager and Blender of Orchid Laboratories, in St, Louis, Missouri and San Clemente, California.

ITEM 3

LITIGATION

In the Matter of the Claim of Glenroy M. Francis, Respondent, West Sanitation Services, Inc., Appellant, and John E. Sweeney as Commissioner of Labor, Respondent. New York Supreme Court, Appellate Division, Third Judicial Department, A.D. Docket No. 79632. Glenroy Francis, a former West franchisee whose franchise West had terminated due to his alleged fraud (forging customer signatures on "work completed" slips) applied for unemployment insurance benefits. West objected to that application on the basis that Mr. Francis was a franchisee and an independent contractor, and not an employee. The New York State Department of Labor determined that Mr. Francis was eligible for unemployment insurance benefits. West objected to this determination and asserted its objections at all stages of the administrative process, culminating in an appeal to the New York Unemployment Insurance Appeal Board (the AUIAB@). On August 27, 1996, the UIAB issued two companion decisions (Appeal Nos. 437962 and 437830) sustaining the determination of the Commissioner of Labor and holding that an employment relationship existed between West and Mr. Francis. West Sanitation appealed this determination to the Appellate Division of the New York Supreme Court. On January 15, 1998, the court issued a decision affirming the UIAB=s determination. On February 5, 1998, West moved for leave to appeal the decision to the New York Court of Appeals. On August 27, 1998, the Court of Appeals denied West=s motion for leave to appeal, holding that the Order of the Appellate Division was not appealable because it does not finally determine the proceeding. On January 11, 1999, West filed a renewed motion for leave to appeal to the Court of Appeals. The Court of Appeals denied the motion by an Order dated February 16, 1999. On March 29, 1999, West filed a motion to reargue its prior motions before the Court of Appeals. The Court of Appeals also denied this motion, by an Order dated April 29, 1999. There have been no further developments since then.

Except for the above action, there is no litigation that must be disclosed in this offering circular.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FRANCHISE FEE

You pay a $6,000.00 lump sum initial franchise fee when you sign the franchise agreement. The initial franchise fee is uniform to all franchisees and non-refundable. West may finance up to 80% of the initial franchise fee.

Name of Fee	Amount	Due Date	Remarks
Products You Purchase from West	See Note 3.	At end of Settlement Period when shipped	You must buy the AeroWest, Odo-San and Westair Dispensers and proprietary odor counteractants from West. After your business opens, you may either buy West's proprietary odor counteractant or other odor counteractants only after you have submitted samples, a material safety data sheet (MSDS) and technical data and West has approved their use. West will also offer to sell you non-proprietary fluids, cleaners, disinfectants and chemicals. See Note 3. and Item 8.
Insurance	Current annual premium if you buy through West ranges from $712 to $1248 (depending on annual billings) See Note 4.	If through West, see Note 4. Other-wise, as your insur-ance company requires.	Insurance company sets premiums. Companies may raise premiums by inflation in their industry and any cost increases above inflation due to causes beyond their control. See Note 4.
Brochures	West's cost -- see Remarks column	When West requires.	West will provide you at no charge with an initial supply of brochures and with a reasonable number of brochures on an on-going basis, but if you need a large number of bro-chures West can charge you its cost.
Temporary Management Fee	~~10~~15% of Gross Billings for the period of operation		If West chooses to operate the franchised business when you are ill or you are otherwise unable to operate it personally, West will charge a management fee, plus all expenses. See Item 15.
Transfer Fee	3% of gross service billings of your franchised business for the 12 months before the transfer.	At the time of transfer.	See Item 17.

NOTES

[1] The additional development fee for any customer West offers to assign you in your area after you sign the Franchise Agreement will be 40% of the customer's "annualized billing value" (defined in Item 5). West has no obligation to assign any customers to you and you have no obligation to accept any assignment except for any customers West assigns to you when you sign the franchise agreement (see Item 5). The additional development fees are non-refundable. You will owe West no development fee for customers you sign up yourself.

[2] West currently allocates the 42% fee according to the following approximate percentages: royalty, 8%; administrative support, 28%; and trade shows, and regional and telemarketing support, 6%. West can change these percentage allocations to reflect changes in its costs or its decision to increase or decrease the funds allocated to one or more of these areas, but the total Administration, Trade Shows, Regional Support and Royalty Fee you pay will remain 42%. If you submit service receipts and

ITEM 7
INITIAL INVESTMENT

CATEGORY OF INVESTMENT	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAID
	Example: Franchise with no initial customers	**Example: Franchise with initial customers**			
INITIAL FRANCHISE FEE	$6,000.00 See Item 5 and Note 1.	$6,000.00 See Item 5 and Note 1.	Lump sum Or financed	When signing franchise agreement	West
INITIAL DEVELOPMENT FEE FOR EXISTING CUSTOMERS (fee is 40% of each customer's annualized gross billing value)	0 See Items 5 and 19 and Note 2.	$9,200 (assuming customers with annual billings of $23,000 as an example) See Items 5 and 19 and Note 2.	Lump sum or financed	When signing franchise agreement	West
REAL PROPERTY; CONSTRUCTION, REMODELING AND LEASEHOLD IMPROVEMENT; DECOR, FIXTURES & FURNISHINGS; SECURITY DEPOSITS	0 - $4,080 See Note 3.	0 - $4,080 See Note 3.	As landlord or sellers require	As landlord or sellers require	Landlord and/or sellers
OFFICE EQUIPMENT & SUPPLIES	0 - $600 See Note 4.	0 - $600 See Note 4.	As seller requires	Before you start operations	Seller
OPENING INVENTORY	$800 See Note 5.	$800 - $1,000 See Note 5.	Lump sum	At end of Settlement Period when shipped	West
VEHICLE/ TRANSPORTATION	0 - $ 10,000 See Note 6.	0 - $ 10,000 See Note 6.	As seller or lessor requires	As seller or lessor requires	Seller or lessor
UNIFORMS	Optional -- see Note 7.				
PERMITS AND LICENSES	0 - $500 See Note 8.	0 - $500 See Note 8.	As agency requires	As agency requires	Agency
INSURANCE	$712 See Note 9.	$712 - $1248 See Note 9.	If through West see Note 9. Or as agent requires	Before opening	Insurance company (through agent or West)
ADDITIONAL FUNDS (1 year)	$4,960 - $18,640 See Note 10.	$7,560 - $21,240 See Note 10.	As expenses occur	See Note 11.	West and other sellers
TOTALS	**$12,472- $ 41,332 See Note 11.**	**$24,434-$53,868 See Note 11.**			

[6] West anticipates that most franchisees will use their family car for transportation. If you have no car but live in a large metropolitan area, you can use public transportation at nominal cost. If you buy a small used car or small used pickup truck with about 50,000 miles on it to use in the franchised business, West estimates that the used car or small pickup truck would cost approximately $10,000.

[7] You may, if you wish, provide uniforms for yourself and your employees. Uniform shirts currently cost approximately $20.00 each.

[8] As states and localities require.

[9] One year's premium for required insurance coverage. Amount shown is the current premium for one year for a new franchisee for insurance purchased through West. See Item 6.

[10] The estimate of additional funds for the initial phase of your business is based on your operating expenses for the first year of operation. Your main expenditure -- apart from your living, travel and automobile expenses -- will be for additional dispensers and the products you need to service these dispensers during the first year, since West provides you with administrative support (see Item 6, Note 2). West does not intend the estimates on the table above as a representation of your actual, average or projected customers or billings during the first year.

[11] West may offer financing for initial development fees. As stated above, while West will not finance your initial inventory of dispensers, it may offer financing for your future dispenser purchases for new customers after your business opens. West does not otherwise finance your initial investment.

In compiling these estimates West's management relies on its over 30 years of experience in operating restroom odor control and sanitation service businesses. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase the proprietary AeroWest, Odo-San and Westair Dispensers and proprietary odor counteractants from West. See Item 6. West is the only approved supplier for these items. West owns the dies for the molding of the AeroWest, Odo-San and Westair Dispensers used in the odor control services, and uses outside molders to mold the Dispensers. You may purchase non-West odor counteractants only after you have submitted samples, MSDS and technical data and West has approved their use.

West will also offer to sell you non-proprietary fluids, cleaners, disinfectants, chemicals which you may purchase from other suppliers if they meet the requirements described below. West charges you its standard cost for non-proprietary items and for the proprietary AeroWest, Odo-San and Westair Dispensers, odor counteractant and other proprietary products. West is an approved supplier, but not the only approved supplier, for these items. This standard cost is the actual cost to West plus a charge to help support West's distribution and inventory expenses. This charge will not be greater than 20% of the cost of the item in question. West does not make a profit on these items. West will deduct and pay itself the cost of these items from charges it collects from your customers for services you perform. West can change the prices for these items. West does not expect to increase these prices

Acts of God, and other causes beyond its control. West does not expect the prices you pay for purchases from third party suppliers to increase beyond inflation in the applicable industry segment unless the supplier's costs increase due to shortages, catastrophes, strikes, Acts of God, and other causes beyond its control.

Except for the insurance which you may buy through West, West currently negotiates no purchase arrangements with suppliers for the benefit of franchisees. There are no purchasing or distribution cooperatives. West provides you with no material benefits (such as renewal or granting additional franchises) based on your use of designated or approved sources. West receives no payments from any supplier, nor does West receive any special discount on purchases from any supplier for itself.

West estimates that the required purchases described above are 58% to 89% of the cost to establish a franchised AEROWEST/ODO-SAN/WESTAIR business (including the initial phase of one year and excluding purchase of a vehicle, initial franchise and development fees) and approximately 88% of your operating expenses after the first year.

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.

	Obligation	Section in Agreement	Item in Offering Circular
a.	Site selection and acquisition/lease	None	Items 7 and 11
b.	Pre-opening purchases/leases	Section 6.06	Items 6, 8 and 11
c.	Site development and other pre-opening requirements	None	None
d.	Initial and ongoing training	Section 5.05	Item 11
e.	Opening	6.01	Item 11
f.	Fees	Article IV	Items 5 and 6
g.	Compliance with standards and policies/Operating Manual	Sections 5.04, 6.02	Items 8, 11, 15 and 16
h.	Trademarks and proprietary information	Articles VII and X	Items 13 and 14
i.	Restrictions on products/services offered	Section 6.06	Item 16
j.	Warranty and customer service requirements	Section 6.09	None
k.	Territorial sales development	Section 6.11	Item 12
l.	Ongoing product/service purchases	Section 6.06	Items 6 and 8

NOTES

[1] The initial franchise fee is $6,000. If West finances 80% of that fee for 5 years, or $4,800, your weekly payment will be $23.48 (assuming you choose to pay over 5 years -- if you choose a shorter term your weekly payment will be more). If, for example, you owe West a $10,000 initial development fee, West will finance 80% of that fee for 5 years, or $8,000, and your weekly payment will be $39.13 (assuming you choose to pay over 5 years -- if you choose a shorter term your weekly payment will be more). West will deduct these payments from charges it collects from your customers for services you perform.

[2] If, for example, you owe West $2,000 for dispensers, West will finance 100% of that amount for 2 years, or $2,000, and your weekly payment will be $21.24 (assuming you choose to pay over 2 years -- if you choose a shorter term your weekly payment will be more). West will deduct these payments from charges it collects from your customers for services you perform.

The promissory note you must sign is attached to this Offering Circular as Exhibit 3.

West does not currently intend to guarantee any franchisee's note, lease or obligation. West has not in the past sold or assigned these financing arrangements or discounted them to a third party and West does not intend to do so. West receives no direct or indirect payments from any third person for the placement of financing.

ITEM 11

FRANCHISOR'S OBLIGATIONS

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

Before you open your business, West will:

(1) Designate your non-exclusive area in Section 2.01 of your franchise agreement. See Item 12. (Franchise Agreement, Section 2.01)

West does not require you to maintain a base of operations or office, although it expects that most franchisees will maintain one in their homes. West neither selects nor approves the site of your base of operations or office.

(2) Identify any existing customers which it will assign to you at the time you sign the franchise agreement in Exhibit A to the franchise agreement. West will also give you information about the services it has been providing to any existing customers assigned to you, and copies of contracts, correspondence, payment records and any other information about these customers. West has no obligation to assign you any specific number of existing customers, or any existing customers at all. See Items 5 and 12. (Franchise Agreement, Sections 2.01, 4.02, 5.01 and 5.03)

(3) Lend you copies of West's Operations Manual (the "Manual") before the initial training program (described below). The Manual is confidential and remains

SUBJECT	TIME BEGUN	INSTRUCTIONAL MATERIAL	HOURS OF CLASSROOM TRAINING
DAY 1			
Product & Services Training	8:00 a.m.	Operations manual, CD-Roms & A/V Tapes	5
Consultative Selling System	2.00 p.m.	Operations manual	3
DAY 2			
Telemarketing & Lead Program	8:00 a.m.	Operations manual	1
Franchise Operations, Forms & Reports	9:00 a.m.	Operations manual	2
Pricing recommendations [see (10) below]	11:00 a.m.	Operations manual	1
Competition	12:30 p.m.	Operations manual	1
Local Franchise Growth Opportunities	1:30 p.m.	(Identification of local opportunities for new business for franchise growth)	3
Review and Discussion	4:30 p.m.	Operations manual	1 or more (to close)

The field training covers sales and servicing, visits to existing customers (if any) in your area, cold calling techniques, dispenser trials and installations, servicing techniques and special service requirements for hospitals and health care customers. There is no fixed schedule of subjects in the field training, and the order of subjects taught and the time spent on each subject will depend on your experience and aptitudes. West requires you to attend and successfully complete the training.

West conducts the initial training program whenever necessary for a new franchisee. West's managers provide the training and have 7-15 years of experience in the subjects taught and West's operations.

The initial franchise fee includes the cost of the initial training program for one person. You must attend the training. If West will train you in your area, you will have no hotel, lodging or travel costs in connection with training (except for meals and local transportation). If you come to Torrance, California for training, West will pay for all travel, hotel, and meals.

There are no additional formal training programs.

Before you open your business, West will also:

(5) Visit any existing customers which West is assigning to you when you sign the franchise agreement and inspect their service locations. West will replace or repair any broken or damaged dispensers at these service locations at no cost to you, or, if West chooses, West will supply equipment to you at no charge for

(3) Furnish you with any new or modified specifications for equipment, chemicals, uniforms, products and services. (Franchise Agreement, Section 6.06)

(4) Continue to sell you West's AeroWest, Odo-San and Westair Dispensers, proprietary odor counteractant and any other proprietary products, and, if you wish, non-proprietary fluids, cleaners, disinfectants, chemicals which you may purchase from other suppliers if they meet the requirements described in Item 8. See Items 6, 7 and 8. West may finance your purchases of dispensers (except for the opening inventory of dispensers). See Item 10. (Franchise Agreement, Section 6.06)

(5) Continue to give you, free of charge, order forms, account and remittance report forms, brochures and other forms and printed materials you need to operate the franchise. (Franchise Agreement, Section 5.09) West will provide you at no charge with a reasonable number of brochures on an on-going basis, but if you need a large number of brochures West can charge you its cost.

(6) Provide any sales leads that may be in your area that West develops from advertising and trade shows. (Franchise Agreement, Section 5.08)

(7) Provide you with field management assistance as West considers necessary. The field management assistance will include help in improving your sales and servicing techniques, telephone marketing, general operating procedures, and any other assistance reasonably necessary to conduct your business. (Franchise Agreement, Section 5.05)

(8) Grant you the right to use new restroom odor control and sanitation services, products and technology for your AEROWEST/ODO-SAN/WESTAIR business which West determines to incorporate in the System if and when these become available, and the opportunity to purchase from West for use in the franchised Business any System products, equipment, chemicals and materials incorporating such new technology, products, services, systems, techniques, procedures or methods. (Franchise Agreement, Section 5.10) You must offer and sell all services which are a part of the System, and all other services which West in the future incorporates into the System. You must use all mandatory products, chemicals, equipment and services which are a part of the System, and all other proprietary products, chemicals, equipment and services which West in the future incorporates into the System. (Franchise Agreement, Section 6.06 (C))

(9) Continue to suggest prices for your services. You set your own prices and you need not accept any of West's advice about prices. (Franchise Agreement, Section 5.11)

Advertising

There is no requirement for West to maintain any specific advertising program, but (as stated above) West will provide you with any sales leads in your area that West develops from advertising and trade shows as it considers necessary. West currently advertises solely through trade shows and press releases to the trade press. West currently uses its in-house advertising department for this advertising and promotion. There is no national or regional advertising fund, and there are no advertising cooperatives.

"National/Regional Accounts" are customers such as large corporations, hospital chains, federal, state and local governmental agencies and any other customer not confined to your area. West will give you the opportunity to service any outlets or locations of National/Regional Accounts present in your area at the contractual price that West and the Account agree on. If you do not wish to service (or are incapable of servicing) the Account for any reason, then West (or any other franchisee of West) can service the account in your area.

If West has existing customers in your area when you sign the franchise agreement, West will assign these customers to you, and after you sign the franchise agreement, West will offer to assign you any new customers it signs up in your area when West believes you can properly perform its contractual obligations to the customer. See Items 5, 6 and 11. Under the terms of the Franchise Agreement, you waive any claim, including any claimed breach of the implied covenant of good faith and fair dealing, arising from the following facts:

1 The fact that West may initially or subsequently assign you substantially more or fewer existing customers than West initially or subsequently assigns to another franchisee (or no customers at all).

2 The fact that after any initial assignment of existing customers, West has no obligation to assign you any specific number of customers, or any customers at all, if West has not entered into standard orders or contracts with customers in your area, or if West determines (in its sole and exclusive discretion) that you cannot properly perform orders or contracts; and,

3 The fact that West has no obligation to replace any assigned existing customers that may cease operations within your area or that may cease to use your services.

The above facts are due to the inevitable and significant economic, social and demographic variability of markets; the need to achieve economies of scale; the relative effectiveness of yourself and of other franchisees; and, the number of franchises which West anticipates granting in any region.

West will resolve any disputes between you and any other franchisee (or West itself) concerning the assignment of customers; solicitation and contract procurement activities; and, any other customer assignment dispute.

There is no minimum sales quota.

ITEM 13

TRADEMARKS

The principal commercial symbol which West will license to you appears on the cover of this offering circular.

By the "trademarks", West means the symbols, trademarks, service marks, logotypes and trade names which you will use to identify and operate your franchise. The following is a description of the principal trademarks which West will license to you. West has registered these trademarks on the Principal Register of the U.S. Patent and Trademark Office (directly or through its predecessor, West Chemical Products, Inc., which assigned the trademarks to West in 1984):

TITLE OF WORK	REGISTRATION NUMBER	REGISTRATION DATE
West Sales Training Manual on Odor Counteractant System	TX 1,766,493	3/3/86
Audio and Video Training Tapes for the Installation and Service of the AeroWest Odor Counteractant System	Pau 1-816-993	1/7/94

In addition, West claims copyrights on certain forms, advertisements, promotional materials and other written materials. West also claims copyrights and other proprietary rights in the Manual (see Item 11).

There are no agreements currently in effect which significantly limit your right to use any of West's patents or copyrights. Also, there are no currently effective determinations of the U.S. Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of West's patents or copyrights discussed above. Finally, as of the date of this offering circular, West is unaware of any infringing uses of or superior prior rights to any of its patents or copyrights which could materially affect your use of them in this state or in the state in which the franchised business will be located.

You must notify West immediately if you learn about any infringement of or challenge to West's use of these patents or copyrights. West will take the action it considers appropriate.

West's Manual is confidential and remains West's property. You must protect the confidentiality of the Manual and any other confidential information you learn from West.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must directly operate the franchised business. You may not employ a supervisor or manager to directly operate your business in your place unless you are ill or otherwise unable to operate the business personally, in which case you must appoint a substitute manager who is satisfactory to West. If you do not have a satisfactory substitute manager, you must immediately advise West so that it can help find some way or person to provide services until you can directly operate the franchise again. Your substitute manager need not have any equity interest in your business or attend West's Initial Training Program.

From the date of your incapacity until a satisfactory substitute manager assumes control (or, if no satisfactory manager can be found, until you resume control), West can -- but need not -- operate the franchised business. If it does so, West will deduct its operating costs for labor and materials and its expenses for travel, lodging, meals, and all other expenses and fees from the business's Gross Billings and pay itself a management fee of ~~10~~15% of the business's Gross Billings for the period of operation. This fee will be in addition to the Administration, Trade Shows, Regional Support and Royalty Fee. West will then send you remaining funds (if any) according to the usual procedures (minus any other West deductions). You must pay West any deficiency within 10 days of West's notifying you of the deficiency. West need not operate your franchise and, if it does, West will not be responsible for any operational losses of the franchise, nor need it continue operation of the business.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Provisions	Section in Franchise Agreement	Summary
a. Term of the franchise	Section 3.01	Term is 5 years.
b. Renewal or extension of the term	Section 3.02	Automatic 1 year renewals unless you or West choose to terminate -- see below.
c. Requirements for you to renew or extend	None	
d. Termination by you	Section 12.01	You may terminate with or without cause after giving West 30 days written notice.
e. Termination by West without cause	None	None, but West can terminate on 90 days' notice if it withdraws from the business or discontinues franchising~~.~~ see below.
f. Termination by West with cause	Sections 12.02-12.05	West can terminate if you default or if it withdraws from the business or discontinues franchising in your area.
g. "Cause" defined – defaults which can be cured	Section 12.04	You have 15 days to cure any default except for those listed below under (h.).
h. "Cause" defined – defaults which cannot be cured	Section 12.03 and 12.05	- Automatic, without notice to you: Your bankruptcy, reorganization, insolvency, receivership, or assignment for benefit of creditors. Immediate termination after notice to you if: - You fail to: pay amounts due; submit required material information, records, or customer orders; obtain West's written approval where required; disclose any customer to West; directly and personally conduct and operate the franchised business; open within the number of days after West signs the franchise agreement specified in the agreement; or, comply with the covenant not to compete. - You submit fraudulent service receipts, repeatedly submit inaccurate reports or financial statements, defraud or make false representations. - You solicit business from the active customers of any other AEROWEST/ODO-SAN/WESTAIR Business. - You repeatedly fail to comply with one or more requirements; "repeated" failure consists of at least 3 breaches of the same or of different terms. - You cease operating, abandon the franchise relationship or the franchised business. - You are convicted of a felony, fraud or crime involving moral turpitude. - A threat or danger to public health or safety results from your continued operation of the franchised business. - You violate restrictions on use of confidential information.

Provisions	Section in Franchise Agreement	Summary
m. Conditions for West's approval of transfer	Section 9.02	- You must comply with West's right of first refusal (see below). - Transferee must demonstrate necessary skills, qualifications, ethics and economic resources necessary, in West's reasonable judgment. - You must have fully complied with all obligations. - You must pay West a transfer fee of 3% of the gross service charges of your franchised business for the 12 months before the transfer. - You must remain liable for all obligations to West arising before the effective date of the transfer. If West approves the transfer, it will permit you to assign your Franchise Agreement to the transferee.
n. West's right of first refusal to purchase your business	Section 9.02	West can match any offer for your business.
o. West's option to purchase your business	Section 9.02	None, except that West can match any offer for your business.
p. Your death or disability	Section 9.03	Your estate may continue operating the business if it provides an acceptable manager within 1 month of your death or disability. Or your estate can sell the business within 1 month if it meets all transfer requirements. From the date of your death or disability until a manager assumes control, West can operate your business, but need not do so.
q. Non-competition covenants during the term of the franchise	Section 8.01	No involvement in competing business anywhere in U.S.
r. Non-competition covenants after the franchise is terminated or expires	Section 8.01	No involvement in competing business for 1 year which solicits or services any customer you serviced during the 2 years before termination or expiration.
s. Modification of the agreement	Article XVI, Section 5.04	No oral modifications generally, but West can change the Manual. Any Manual change will not will not alter your rights and obligations under the franchise agreement
t. Integration/merger clause	Article XVI	Only the terms of the Franchise Agreement and all agreements signed with it are enforceable (subject to state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	No provision for arbitration.
v. Choice of forum	Section 19.02	Litigation only in New York, New York. Your state law may supersede this provision and this provision may not be enforceable in your state. See state addenda to Franchise Agreement and Exhibit 6 for special state disclosures.
w. Choice of law	Section 19.02	New York law applies. Your state law may supersede this provision and this provision may not be enforceable in your state. See state addenda to Franchise Agreement and Exhibit 6 for special state disclosures.

In the fiscal year ended December 31, ~~2005~~2006, ~~53~~58% of the franchises in operation exceeded $50,000 in gross billings for that period. The franchise with the highest gross billings of all the franchises in operation during the fiscal year ended December 31, ~~2005~~2006 had $~~155,416~~160,821 in gross billings, while the franchise with the lowest gross billings that was in operation throughout the same period had $~~6,470~~2,264 in gross billings. In the fiscal year ended December 31, ~~2005~~2006, one franchisee, or approximately 2% of the ~~47~~45 franchises in operation, achieved $~~155,416~~160,821, the highest gross billings for that period. The average for all franchises during the same period was $~~57,281~~58,857, with the median being $~~74,473~~79,278.

"Gross billings" means all customer charges, including charges for labor and materials, which West bills for franchisees, after deducting sales tax receipts. West offers the same services and products to all AEROWEST/ODO-SAN/WESTAIR franchises, and all AEROWEST/ODO-SAN/WESTAIR franchises offer substantially the same services and products to the public. All the franchises use the same method of billings-related accounting since West performs all billings-related accounting for them.

West will make substantiation of the data it used in preparing the earnings claim available to prospective franchisees on reasonable request.

THE ABOVE ACTUAL SALES, INCOME OR GROSS OR NET PROFITS ARE OF THE SPECIFIC FRANCHISES IN QUESTION AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR PROBABLE SALES, INCOME OR GROSS OR NET PROFITS THAT ANY FRANCHISEE WILL REALIZE. WEST DOES NOT REPRESENT THAT ANY FRANCHISEE CAN EXPECT TO ATTAIN THESE SALES, INCOME OR GROSS OR NET PROFITS. A NEW FRANCHISEE'S RESULTS ARE LIKELY TO DIFFER FROM THE RESULTS STATED IN THE EARNINGS CLAIM.

ITEM 20

LIST OF OUTLETS

FRANCHISED BUSINESS STATUS SUMMARY FOR YEARS 2003/2004/2005/2006*

STATE	TRANSFERS	CANCELED OR TERMINATED	NOT RENEWED	REACQUIRED BY FRANCHISOR	LEFT THE SYSTEM (OTHER)	TOTAL FROM LEFT COLUMNS*	FRANCHISES OPERATING AT YEAR END
ALABAMA	0/00	0/0/0	0/0/0	0/0/0	0/0/10/1/0	0/0/10/1/0	3/3/23/2/2
CALIFORNIA	0/0/0	1/0/00/0/0	0/0/0	0/0/0	0/0/0	1/0/00/0/0	5/5/5
COLORADO	0/0/0	0/0/0	0/0/0	0/0/0	0/0/10/1/0	0/0/10/1/0	1/1/01/0/0
FLORIDA	0/0/0	1/0/00/0/0	0/0/0	0/0/0	0/0/0	1/0/00/0/0	3/4/44/4/4
GEORGIA	0/0/00/0/1	0/0/0	0/0/0	0/0/0	0/0/0	0/0/00/0/1	3/3/3
ILLINOIS	0/0/0	0/0/00/0/2	0/0/0	0/0/0	0/1/0 1/0/0	0/1/0 1/0/2	8/7/77/7/5
KENTUCKY	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0

* The numbers in the "Total" column may exceed the number of businesses affected because several events may have affected the same business. For example, the same business may have had multiple owners.

STATE	ROUTES CLOSED DURING YEAR	ROUTES OPENED DURING YEAR	TOTAL ROUTES OPERATING AT YEAR END
NEW YORK	~~1~~/0/~~0~~0/0	0/0/~~2~~0/2/1	~~4~~/0/~~2~~0/2/3
OHIO	0/0/0	0/0/0	0/0/0
OREGON	0/0/0	0/0/0	~~1~~/0/~~0~~0/0/0
PENNSYLVANIA	0/~~1~~/0~~1~~/0/0	~~1~~/0/~~0~~0/0/0	~~2~~/~~1~~/0~~1~~/0/0
TENNESSEE	0/0/0	0/0/0	0/0/0
TEXAS	0/~~3~~/0~~3~~/0/0	0/0/0	~~4~~/~~1~~/~~1~~1/1/1
VIRGINIA	0/0/0	~~1~~/~~1~~/~~1~~1/1/0	~~1~~/~~2~~/~~3~~ 2/3/3
WISCONSIN	0/~~1~~/0~~1~~/0/0	0/0/0	~~1~~/0/~~0~~0/0/0
TOTALS:	~~6~~/~~8~~/~~1~~9/1/5	~~5~~/~~1~~/6~~1~~/7/4	~~26~~/~~15~~/~~19~~16/20/19

PROJECTED OPENINGS AS OF DECEMBER 31, ~~2005~~2006

STATE	FRANCHISE AGREEMENT SIGNED BUT BUSINESS NOT OPENED AS OF 12/31/2005	PROJECTED NEW FRANCHISED BUSINESSES IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED ROUTES IN THE NEXT FISCAL YEAR
CALIFORNIA	0	1	~~3~~1
FLORIDA	0	1	20
SOUTH CAROLINA	0	0	20
TEXAS	0	1	21
VIRGINIA	0	~~1~~0	~~1~~1
ALL OTHER STATES	0	1	~~6~~4
TOTALS:	0	54	~~16~~7

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WISCONSIN:

Mr. Jay Behnke
N. 4608 Hickory Street
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. There are ~~eight~~ three franchisees who, during the fiscal year ended December 31, ~~2005~~2006, had their franchise terminated, canceled or not renewed, transferred their franchise or who otherwise voluntarily or involuntarily ceased to do business under an AEROWEST/ODO-SAN/WESTAIR franchise agreement, including transfers. There is no franchisee in any state who has not communicated with West within 10 weeks of the application date of this offering circular.

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~~Plainfield, NJ 07060~~
~~(908) 226-1612 Phone~~

~~William Love~~
~~14 Bertha Lane~~
~~Massapequa Park, NY 11762~~
~~(516) 798-0531~~

~~Les Kittrell~~
~~6408 Hastings St.~~
~~Metairie, LA 70003~~
~~504-838-9130~~

ITEM 21

FINANCIAL STATEMENTS

West's audited financial statements for fiscal years ended December 31, 2006, December 31, 2005, and December 31, 2004 ~~and December 31, 2003~~ are in Exhibit 1.

ITEM 22

CONTRACTS

West's franchise agreement and all exhibits to it (insurance addendum and list of any customer accounts West is assigning to you) are included in Exhibit 2. The promissory note which you must sign if West finances your initial franchise fee, initial development fee or your dispenser purchases is Exhibit 3.

ITEM 23

RECEIPT

Exhibit 7 is a detachable receipt.