

Under the franchise agreement, we are required to defend you if any legal proceedings are brought against you challenging your use of our trademarks. We have the right to control any administrative proceedings or litigation arising out of an apparent infringement of or challenge to your use of our trademarks.

You must modify or discontinue the use of a trademark if we modify it or discontinue it, and you must use additional or substitute trademarks if we so require. If this happens, we will reimburse you for your tangible costs of compliance (for example, changing signs). However, we will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued trademark or for any expenditure you make to promote a modified or substitute trademark. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You do not receive the right to use an item covered by a registered patent or copyright, but you can use the proprietary information in our Operations Manual and supplemental business manuals. Those manuals are described in Item 11. Although we have not filed an application for copyright registration of the Operations Manual or any of the supplemental business manuals, we claim a copyright and the information is proprietary. You are required to exercise care to maintain the confidentiality of all proprietary information in our Operations Manual and supplemental business manuals, and to disclose the information in those manuals to your employees only to the extent they need it to do their jobs.

We claim a copyright in the marketing materials that we develop and distribute to our franchisees. We also claim a copyright in the articles in the "*Wild Bird News*", including those written by franchisees. We require that contributors of materials for the "*Wild Bird News*" execute an assignment of copyright for the material contributed.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require that you personally supervise the franchised business. However, if you do not personally supervise the business, the business must be directly supervised on-premises by a manager who has successfully completed our training program. The manager need not have an ownership interest in a corporate or partnership franchisee. The manager and all other employees of your store must sign a confidentiality and non-competition agreement (Exhibit C), whereby they agree to maintain the confidentiality of the proprietary information described in Item 14 and to conform with the covenants not to compete described in Item 17.

If the franchisee is a corporation, limited liability company or other entity, the individual or individuals who own the controlling interest in the franchisee entity must personally sign the franchise agreement.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only wild bird seed and other products of interest to wild bird enthusiasts, including bird feeders, houses and baths, pond supplies, baffles and accessories, optical equipment, pet supplies, products relating to backyard wildlife and wildlife habitat, nature books and DVDs, CDs and computer applications, and items with a wild bird, nature or garden motif. You may purchase those products only from approved suppliers (see Item 8).

You are required to offer and sell WBCA's private label products and our "core inventory", which is other products that all Wild Bird Centers and Wild Bird Crossings must carry. We do not require you to offer and sell any other specific products, nor do we reserve the right to require you to do so in the future. However, we may prohibit you from carrying specific products that we determine are dangerous to people, hazardous to the environment or may harm the reputation of Wild Bird Centers and Wild Bird Crossings as nature stores. All bird seed and pet food you sell must comply with our specifications (see Item 8).

You may offer and sell products only from the approved store location within the your exclusive territory, and, with our prior written approval, at kiosks or carts within your exclusive territory or at home shows, garden shows and similar temporary events.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The following table lists important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this offering circular.

Provision	Section in Franchise Agreement	Summary
a. Term of the franchise	Section 2B	Term is 20 years for California franchisees; term is 10 years for franchisees in all other states and in Canada
b. Renewal or extension of term	Section 2C	If you are in good standing, you can add additional terms of 10 years

Provision	Section in Franchise Agreement	Summary
c. Requirements for you to renew or extend	Section 2C	Sign new agreement, remodel, reimburse WBCA for expenses. You are not required to pay a renewal fee or an additional franchise license fee
d. Termination by you	None	
e. Termination by WBCA without cause	None	
f. Termination by WBCA with cause	Section 21	We can terminate only if franchisee defaults
g. "Cause" defined - defaults which can be cured	Section 21	You have 5 days to cure non-payment of fees and charges; you have 10 days to cure non-compliance with laws; you have 30 days to cure: non-compliance with our standards, non-submission of reports and the other defaults listed in Section 22A
h. "Cause" defined - defaults which cannot be cured	Section 21B	Non-curable defaults: bankruptcy, use of trade secrets in another business, substantial underreporting of sales, misrepresentation in application to become franchisee, disreputable conduct, abandonment, conviction of felony, repeated defaults, even if cured
i. Your obligations on termination/ non-renewal	Section 23	Obligations include complete deidentification and payment of amounts due (see also r, below)
j. Assignment of contract by WBCA	Section 17G	No restriction of our right to assign
k. "Transfer" by you - definition	Section 17	Includes transfer of contract or ownership change
l. WBCA's approval of transfer by franchisee	Section 17	We have right to approve all transfers but will not unreasonably withhold approval
m. Conditions for WBCA approval of transfer	Section 17E	New franchisee qualifies and completes training, transfer fee and transferee training fee paid, any overdue royalties and other charges paid, vendors paid, current franchise agreement signed by new franchisee (see also r, below)
n. WBCA's right of first refusal to acquire your business	Section 17D	We can match any offer for the franchisee's business
o. WBCA's option to purchase your business	Section 18	On expiration or termination of the franchise agreement, or if you want to stop operating your business for any reason other than to sell it to a third party, we can purchase your business for its appraised fair market value, excluding good will attributable to us
p. Your death or disability	Section 17A	Your franchise may be transferred to your relative if he qualifies and completes training, signs current franchise agreement, and pays us a transfer fee and transferee training fee
q. Non-competition covenants during the term of the franchise	Section 13A	No involvement in competing business anywhere

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 13B	No competing business for 2 years in or within 20 miles of franchisee's exclusive territory or the exclusive territory of another WBCA franchisee or within 20 miles of any WBCA company store
s. Modification of the agreement	Sections 4, 32 and 35	Generally only by mutual agreement, but Operations Manual and supplemental business manuals subject to change and agreement is automatically modified to extent necessary to make it enforceable under applicable law
t. Integration/merger clause	Section 35	Only the terms of the franchise agreement are binding (subject to state law). Any other promises may not be enforceable
u. Dispute resolution by arbitration or mediation	Sections 29 and 30	Except for certain claims, and subject to mediation, all disputes must be settled by arbitration; either party can require non-binding mediation before arbitration proceeding begins
v. Choice of forum	Sections 29, 30 and 31	Arbitration, mediation and litigation must be in Montgomery County, Maryland (subject to state law)
w. Choice of law	Section 31	Maryland law applies (unless prohibited by laws of state where store is located)

These states have statutes which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, tit.], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/19 and 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], 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), SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON (Code Section 19.100.180), WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law [11 U.S.C. Section 101 et seq.].

Item 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

Item 19

EARNINGS CLAIMS

We compiled the information about gross sales and cost of goods sold reported below from the monthly sales reports we received in 2003, 2004 and 2005 from Wild Bird Center franchisees, operating in the United States, who were in business during the full reporting year. Substantiation of the data used in compiling the information reported below is available to prospective franchisees upon request.

In reviewing the information reported below, you should consider the following factors.

1. This information was compiled from our franchisees' monthly sales reports. This information is not audited and we are unable to verify its accuracy.
2. The stores included in this survey had been in operation for varying periods of time, ranging from 2 months to 17 years, at the time they made the reports upon which this information is based. Stores which ceased doing business during the reporting year are excluded.
3. The cost of goods sold survey excludes any stores which did not provide complete cost of goods sold information for the entire reporting year.
4. The stores included in this survey are in very diverse locations throughout the United States, including small and medium-sized cities and suburbs of large cities. Some stores are in areas with significant tourist traffic and/or seasonal population changes. Stores operating in Canada are excluded.
5. The stores included in this survey are generally located in neighborhood, community or regional strip shopping centers. We make no representations as to the relative level of sales which specific types of locations experience.
6. A few of the stores included in this survey operated temporary sales kiosks, the sales from which were included in their gross sales.
7. "Gross sales" is defined as the sales price of all merchandise and services sold at or from the store or any satellite sales operations.
8. Many factors affect the gross sales of any particular Wild Bird Center store, including general economic and market conditions, weather, demographics, competition, the franchisee's effectiveness in management and sales, and the amount of time and energy the franchisee devotes to his Wild Bird Center business.
9. "Cost of goods sold" is defined as the actual out-of-pocket expense to acquire merchandise held for resale, excluding shipping, and is expressed as a percentage of gross sales.

10. Merchandise sold at Wild Bird Center stores falls into a variety of product categories. The cost of goods sold will vary among the product categories and from product to product within each category. Therefore the average cost of goods sold for any store is highly dependent upon the specific product mix sold by the franchisee. A store's cost of goods sold is also affected by the franchisee's pricing policies. We make no representations as to the cost of goods sold percentages applicable to any product category or to any specific location.

SUMMARY OF GROSS SALES AND COST OF GOODS SOLD

CALENDAR YEAR 2005

Gross Sales

Total number of franchised stores in operation as of January 1, 2005, and remaining in operation throughout 2005, and included in the survey: 81

System-wide range of annual gross sales: \$79,427 to \$865,495.

System-wide average annual gross sales: \$326,253.

Percentage of stores exceeding the average: 38.3%

Total number of franchised stores operating at least 12 full months as of January 1, 2005, and remaining in operation throughout calendar year 2005 ("Non-startup stores"): 72

Non-startup stores' range of annual gross sales: \$113,749 to \$865,495.

Non-startup stores' average annual gross sales: \$346,250.

Percentage of non-startup stores exceeding the average: 41.79%

Total number of franchised stores operating less than 12 full months as of January 1, 2005, and remaining in operation throughout calendar year 2005 ("Startup stores"): 5

Startup stores' range of annual gross sales: \$79,427 to \$238,979.

Startup stores' average annual gross sales: \$159,571.

Percentage of startup stores exceeding the average: 40%

Cost of Goods Sold

Total number of franchised stores included in survey: 75

Range of cost of goods sold: 39.8% to 61.7%.

Average cost of goods sold: 50.21%.

Percentage of stores exceeding the average: 49.3%.

CALENDAR YEAR 2004

Gross Sales

Total number of franchised stores in operation as of January 1, 2004, and remaining in operation throughout 2004, and included in the survey: 89

System-wide range of annual gross sales: \$82,071 to \$885,447.

System-wide average annual gross sales: \$336,327.

Percentage of stores exceeding the average: 45.7%

Total number of franchised stores operating at least 12 full months as of January 1, 2004, and remaining in operation throughout calendar year 2004 ("Non-startup stores"): 83

Non-startup stores' range of annual gross sales: \$82,305 to \$885,447.

Non-startup stores' average annual gross sales: \$341,285.

Percentage of non-startup stores exceeding the average: 43.9%

Total number of franchised stores operating less than 12 full months as of January 1, 2004, and remaining in operation throughout calendar year 2004 ("Startup stores"): 6

Startup stores' range of annual gross sales: \$142,889 to \$284,515.

Startup stores' average annual gross sales: \$221,486.

Percentage of startup stores exceeding the average: 66.7%

Cost of Goods Sold

Total number of franchised stores included in survey: 73

Range of cost of goods sold: 40.9% to 58.2%.

Average cost of goods sold: 50.02%.

Percentage of stores exceeding the average: 48.9%.

CALENDAR YEAR 2003

Gross Sales

Total number of franchised stores in operation as of January 1, 2003, and remaining in operation throughout 2003, and included in the survey: 82

System-wide range of annual gross sales: \$82,071 to \$937,248.

System-wide average annual gross sales: \$331,165.

Percentage of stores exceeding the average: 42.7%

Total number of franchised stores operating at least 12 full months as of January 1, 2003, and remaining in operation throughout calendar year 2003 ("Non-startup stores"): 78

Non-startup stores' range of annual gross sales: \$82,071 to \$937,248.

Non-startup stores' average annual gross sales: \$337,390.

Percentage of non-startup stores exceeding the average: 42.3%

Total number of franchised stores operating less than 12 full months as of January 1, 2003, and remaining in operation throughout calendar year 2003 ("Startup stores"): 4

Startup stores' range of annual gross sales: \$103,552 to \$332,954.

Startup stores' average annual gross sales: \$209,782.

Percentage of startup stores exceeding the average: 50%

Cost of Goods Sold

Total number of franchised stores included in survey: 75

Range of cost of goods sold: 39.8% to 61.7%.

Average cost of goods sold: 50.21%.

Percentage of stores exceeding the average: 49.3%.

THE GROSS SALES AND COST OF GOODS SOLD INFORMATION REPORTED ABOVE REFLECT THE OPERATION OF SPECIFIC FRANCHISES AND SHOULD NOT BE CONSIDERED AS THE ACTUAL, PROBABLE OR POTENTIAL GROSS SALES OR COST OF GOODS SOLD THAT WILL BE REALIZED BY YOU OR ANY FRANCHISEE. WE DO NOT REPRESENT THAT YOU OR ANY FRANCHISEE CAN EXPECT TO ATTAIN SUCH GROSS SALES OR COST OF GOODS SOLD. THE FINANCIAL RESULTS A FRANCHISEE OPERATING IN CANADA ARE LIKELY TO DIFFER FROM THE RESULTS STATED ABOVE. THERE IS NO ASSURANCE THAT YOU WILL EVER ACHIEVE THE GROSS SALES OR COST OF GOODS SOLD REPORTED IN THIS ITEM 19.

EXCEPT FOR THE INFORMATION REPORTED ABOVE, WE DO NOT FURNISH OR AUTHORIZE OUR SALESPERSONS OR ANYONE ELSE TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF A WILD BIRD CENTER STORE. ACTUAL RESULTS VARY FROM STORE TO STORE AND WE CANNOT ESTIMATE THE RESULTS OF ANY PARTICULAR FRANCHISE. SUBSTANTIATION OF THE DATA USED IN PREPARING THE INFORMATION REPORTED ABOVE WILL BE MADE AVAILABLE TO PROSPECTIVE FRANCHISEES UPON REQUEST.

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Item 20
LIST OF OUTLETS

WILD BIRD CENTER FRANCHISE

FRANCHISED STORE STATUS
SUMMARY FOR YEARS 2005/2004/2003

State	Transfers	Canceled or Terminated	Not Renewed	Reacquired by Franchisor	Left The System Other (2)	Total From Left Columns	Franchises Operating At Year End
Alabama							1/1/1
Arizona					0/1/0	0/1/0	0/0/1
Arkansas					1/0/0	1/0/0	2/3/3
California					2/0/0	2/0/0	7/8/8
Colorado	0/0/1				0/1/0	0/1/1	6/6/7
Connecticut							2/1/1
Delaware							0/0/0
Florida							2/2/1
Georgia	1/0/0					1/0/0	2/2/1
Idaho							0/0/0
Illinois					0/1/1	0/1/1	3/3/3
Indiana							0/0/0
Kansas					1/0/0	1/0/0	2/3/3
Kentucky							1/1/1
Louisiana							3/3/3
Maine							1/1/0
Maryland	0/1/2					0/1/2	9/9/7
Massachusetts							0/0/0
Michigan					0/1/0	0/1/0	3/2/3
Minnesota	0/1/0					0/1/0	1/1/1
Missouri	1/0/0					1/0/0	4/4/4
New Jersey					1/0/0	1/0/0	1/2/2
New Mexico		1/0/0				1/0/0	1/2/2
New York	1/0/0					1/0/0	2/2/2
North Carolina					1/0/0	1/0/0	4/5/4
Ohio							2/2/2
Oklahoma							1/1/1
Oregon					0/0/1	0/0/1	1/1/0
Pennsylvania					1/0/1	1/0/1	5/6/5
South Carolina							0/0/0
Tennessee							0/0/0
Texas					2/0/0	2/0/0	4/6/5
Utah							2/2/2
Vermont					0/0/1	0/0/1	0/0/0
Virginia							7/7/7
Washington							2/2/1
Wisconsin					1/0/0	1/0/0	0/1/1
British Columbia, Canada	0/0/1				2/0/0	2/0/0	0/2/2
TOTALS	3/2/4	1/0/0			12/3/4	16/5/8	81/91/83

1) Note: All numbers are as of December 31 for each year. Wild Bird Crossing franchises are shown on page 52.

2) In 2003, 4 franchisees, 1 in Illinois, 1 in Oregon, 1 in Pennsylvania and 1 in Vermont, elected not to renew their franchise agreements. In 2004, 2 franchisees, 1 in Colorado and 1 in Illinois, voluntarily ceased doing business, and 2 franchisees, 1 in Arizona and 1 in Michigan, elected not to renew their franchise agreements. In 2005, we terminated 1 franchise in New Mexico, 5 franchisees, 1 in Arkansas, 1 in Pennsylvania, 1 in Texas and 2 in British Columbia, Canada, voluntarily ceased doing business, and 6 franchisees, 2 in California, 1 in Kansas, 1 in New Jersey, 1 in Texas and 1 in Wisconsin, elected not to renew their franchise agreements.

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
Alabama			
Arizona			
Arkansas			
California			
Colorado			
Connecticut			
Delaware			
Florida			
Georgia			
Idaho			
Illinois			
Indiana			
Kansas			
Kentucky			
Louisiana			
Maine			
Maryland			1/1/2
Massachusetts			
Michigan			
Minnesota			
Missouri			
New Jersey			
New Mexico			
New York			
North Carolina			
Ohio			
Oklahoma			
Oregon			
Pennsylvania			
South Carolina			
Tennessee			
Texas			
Utah			
Vermont			
Virginia			
Washington			
Wisconsin			
British Columbia, Canada			
TOTALS			1/1/2

Note: The store shown as operating at the end of 2005, 2004 and 2003 is owned by WBCA's affiliate, Quack-Quack-Quack Enterprises, Inc. The other store shown as operating at the end of 2003 was owned by WBCA's affiliate, Chick-A-DDD Enterprises, Inc.

**PROJECTED OPENINGS
AS OF DECEMBER 31, 2005**

STATE	FRANCHISE AGREEMENTS SIGNED BUT STORE NOT OPEN (1)	PROJECTED FRANCHISED NEW STORES IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED OPENINGS IN THE NEXT FISCAL YEAR
Alabama			
Arizona			
Arkansas		1	
California		1	
Colorado			
Connecticut			
Delaware			
Florida		1	
Georgia		2	
Idaho			
Illinois		1	
Indiana		1	
Kansas			
Kentucky			
Louisiana			
Maine			
Maryland		1	
Massachusetts			
Michigan		1	
Minnesota			
Missouri		1	
New Jersey		1	
New Mexico			
New York			
North Carolina			
Ohio		1	
Oklahoma			
Oregon			
Pennsylvania		1	
South Carolina			
Tennessee			
Texas		1	
Utah			
Vermont			
Virginia		1	
Washington			
Wisconsin			
British Columbia, Canada			
TOTALS	0	15	0

Note (1): As of December 31, 2005

The following is a list of the names, addresses and telephone numbers of all operational Wild Bird Center franchises under franchise agreements with us as of January 1, 2006.

ALABAMA

Wild Bird Center
400 Cahaba Park Circle
Birmingham, Alabama 35242
Tel.: (205) 995-2473
Owner/Operator: Eric and Mary Swanson

ARKANSAS

Wild Bird Center
637 E. Joyce Boulevard, #116
Fayetteville, Arkansas 72703
Tel.: (479) 521-1110
Owner/Operator: John and Jill Humphries

Wild Bird Center
252 Cornerstone Boulevard
Hot Springs, Arkansas 71913
Tel.: (501) 525-3581
Owner/Operator: Phyllis and Bruce Phillips

CALIFORNIA

Wild Bird Center
926 El Camino Real
San Carlos, California 94070
Tel.: (650) 595-0300
Owner/Operator: Bonnie Regalia

Wild Bird Center
5339 Sunrise Boulevard
Fair Oaks, California 95628
Tel.: (916) 966-5958
Owner/Operator: David and Tracy Finsterbusch

Wild Bird Center
792 Blossom Hill Road
Los Gatos, California 95032
Tel.: (408) 358-9453
Owner/Operator: Freddy and John Howell

CALIFORNIA (CONTINUED)

Wild Bird Center
1283 Encinitas Boulevard
Encinitas, California 92024
Tel.: (760) 334-6001
Owner/Operator: Scott Todd and Ginny Szabo

Wild Bird Center
27995 Greenfield Drive, #A
Laguna Niguel, California 92677
Tel.: (949) 360-7114
Owner/Operator: Vic and Brigitte Cutter

Wild Bird Center
910 Del Monte Center
Monterey, California 93940
Tel.: (831) 373-1000
Owner/Operator: Jill Himonas

Wild Bird Center
1075 E. Bullard Avenue, #107
Fresno, California 93710
Tel.: (559) 432-9453
Owner/Operator: Michael and Kathy Ruffino

COLORADO

Wild Bird Center
1641 28th Street
Boulder, Colorado 80301
Tel.: (303) 442-1322
Owner/Operator: Steve Frye and Julie Graf

Wild Bird Center
5270 East Arapahoe Road
Littleton, Colorado 80122
Tel.: (303) 694-4616
Owner/Operator: Mark and Kim Hasson

Wild Bird Center
3486 Youngfield Street
Wheat Ridge, Colorado 80033
Tel.: (303) 231-9252
Owner/Operator: Jay and Carol Reed

COLORADO (CONTINUED)

Wild Bird Center
1685 S. Colorado Boulevard, #P
Denver, Colorado 80222
Tel.: (303) 758-7575
Owner/Operator: Candace Stuart

Wild Bird Center
1722 East Woodman Road
Colorado Springs, Colorado 80920
Tel.: (719) 548-9863
Owner/Operator: Frank and Dixie Dodge

Wild Bird Center
13019 South Parker Road
Parker, Colorado 80134
Tel.: (303) 805-5982
Owner/Operator: Howard and Kathy Dressel and Brad Brown

CONNECTICUT

Wild Bird Center
209 Cherry Street
Milford, Connecticut 06460
Tel.: (203) 874-3892
Owner/Operator: Oden and Linda Seaholm

Wild Bird Center
335 Westport Avenue
Norwalk, Connecticut
Tel.: (203) 846-2473
Owner/Operator: Richard Montesanto

FLORIDA

Wild Bird Center
1650-3 San Pablo Road, South
Jacksonville, Florida 32224
Tel.: (904) 220-7518
Owner/Operator: Mark Hill

FLORIDA (CONTINUED)

Wild Bird Center
1111 Canal Street
The Villages, Florida 32162
Tel.: (352) 751-6262
Owner/Operator: Floyd and Dana Gaunt

GEORGIA

Wild Bird Center
3630 Peachtree Parkway, #306
Suwanee, Georgia 30024
Tel.: (770) 813-9476
Owner/Operator: Alex and Linda Valadez

Wild Bird Center
2472 Jett Ferry Road, #400
Dunwoody, Georgia 30338
Tel.: (770) 396-3353
Owner/Operator: David and Kim Boyd

ILLINOIS

Wild Bird Center
934 Route 22
Fox River Grove, Illinois 60021
Tel.: (847) 639-6594
Owner/Operator: David and Suzanne Johnson

Wild Bird Center
39 Danada Square East
Naperville and Butterfield Roads
Wheaton, Illinois 60187
Tel.: (630) 871-0800
Owner/Operator: Cathy and Paul Matovich

Wild Bird Center
1322 South Milwaukee Avenue
Libertyville, Illinois 60048
Tel.: (847) 573-1450
Owner/Operator: Mike and Pam Schudrowitz

KANSAS

Wild Bird Center
8336 East 21st Street, #500
Wichita, Kansas 67206
Tel.: (316) 683-2121
Owner/Operator: Nick and Cathy Clausen

Wild Bird Center
4046 W. 83rd Street
Prairie Village, Kansas 66208
Tel.: (913) 381-5633
Owner/Operator: Bill and Mary Jo Bahorich

KENTUCKY

Wild Bird Center
4600 Shelbyville Road Plaza, #220
Louisville, Kentucky 40207
Tel.: (502) 894-8282
Owner/Operator: Walt Christensen

LOUISIANA

Wild Bird Center
1836 Forsythe Avenue
Monroe, Louisiana 71201
Tel.: (318) 410-9464
Owner/Operator: Gary and Sarah Miller

Wild Bird Center
808 North Highway 190, #F
Covington, Louisiana 70933
Tel.: (985) 892-0585
Owner/Operator: Jerry and Karol Leonard

Wild Bird Center
7034 Youree Drive
Shreveport, Louisiana 71105
Tel.: (318) 797-2473
Owner/Operator: Dennis and Janice Forshee

MAINE

Wild Bird Center
500 Route 1, #9
Yarmouth, Maine 04096
Tel.: (207) 846-8002
Owner/Operator: Jeannette and Derek Lovitch

MARYLAND

Wild Bird Center
6955-F Oakland Mills Road
Columbia, Maryland 21045
Tel.: (301) 596-2990
Owner/Operator: David and Claire Horvath

Wild Bird Center
11145B Viers Mill Road
Wheaton, Maryland 20902
Tel.: (301) 949-4648
Owner/Operator: David and Claire Horvath

Wild Bird Center
8700A Chestnut Avenue
Bowie, Maryland 20720
Tel.: (301) 805-4858
Owner/Operator: Malcolm Doying and Pat Shema

Wild Bird Center
3320 Crain Highway
Waldorf, Maryland 20603
Tel.: (301) 843-2994
Owner/Operator: Lee and Dee Duer

Wild Bird Center
12234 Tullamore Road
Timonium, Maryland 21093
Tel.: (410) 666-4550
Owner/Operator: John and Sue Sala

Wild Bird Center
1776 East Jefferson Street, #116
Rockville, Maryland 20852
Tel.: (301) 468-7333
Owner/Operator: Pete Givan

MARYLAND (CONTINUED)

Wild Bird Center
568 G Governor Ritchie Highway
Severna Park, Maryland 21146
Tel.: (410) 647-2453
Owner/Operator: David and Claire Horvath

Wild Bird Center
12181 Darnestown Road
Gaithersburg, Maryland 20878
Tel.: (301) 330-9453
Owner/Operator: Steve Maier

Wild Bird Center
14-A Annapolis Street
Annapolis, Maryland 21401
Tel.: (410) 280-1545
Owner/Operator: Bill and Gail Herald

MICHIGAN

Wild Bird Center
2625 Plymouth Road, #13
Ann Arbor, Michigan 48105
Tel.: (734) 213-2473
Owner/Operator: Wayne and Gloria Baker

Wild Bird Center
1972 Mall Place
Benton Harbor, Michigan 49022
Tel.: (269) 925-2219
Owner/Operator: Therese and Norm Krieger

Wild Bird Center
650 Baldwin Street
Jenison, Michigan 49428
Tel.: (616) 726-2918
Owner/Operator: Will and Lori Vander Linden

MINNESOTA

Wild Bird Center
103 Division Street
Waite Park, Minnesota 56387
Tel.: (320) 253-5677
Owner/Operator: Janice Bergstrom

MISSOURI

Wild Bird Center
12792 Olive Road
Creve Coeur, Missouri 63141
Tel.: (314) 439-9453
Owner/Operator: Judy and Tom Rowe

Wild Bird Center
4480 S. Noland Road
Independence, Missouri 64055
Tel.: (816) 478-9399
Owner/Operator: Dennis and Dorothy Friedrich

Wild Bird Center
5438 Southfield Center
St. Louis, Missouri 63123
Tel.: (314) 842-1496
Owner/Operator: Denise Kirkpatrick

Wild Bird Center
3030 Winghaven Boulevard
O'Fallon, Missouri 63366
Tel.: (636) 561-0501
Owner/Operator: Arlen and Janine Rieger

NEW JERSEY

Wild Bird Center
592 Passaic Avenue
West Caldwell, New Jersey 07006
Tel.: (973) 618-0022
Owner/Operator: Phoebe Epstein

NEW MEXICO

Wild Bird Center
Cottonwoods Corner Shopping Center
3705-A Ellison Drive, N.W.
Albuquerque, New Mexico 87114
Tel.: (505) 898-8628
Owner/Operator: Lee Hopwood and Nicki Love

NEW YORK

Wild Bird Center
1320 Stony Brook Road, #12
Stony Brook, New York 11790
Tel.: (631) 751-7333
Owner/Operator: Rona and Christopher Hoffman

Wild Bird Center
400 Central Park Avenue
Scarsdale, New York 10583
Tel.: (914) 713-0630
Owner/Operator: Hank and Connie Weber

NORTH CAROLINA

Wild Bird Center
8042 Providence Road, #1500
Charlotte, North Carolina 28277
Tel.: (704) 542-9453
Owner/Operator: Marcia and Herb Godwin

Wild Bird Center
1800 E. Franklin Street, #10
Chapel Hill, North Carolina 27514
Tel.: (919) 933-2030
Owner/Operator: Cynthia Fox and Richard Billings, Jr.

Wild Bird Center
3501 Oleander Drive, #6
Wilmington, North Carolina 28401
Tel.: (910) 343-6001
Owner/Operator: Duncan and Mary Kiely

NORTH CAROLINA (CONTINUED)

Wild Bird Center
5408 Apex Peakway
Apex, North Carolina 27502
Tel.: (919) 387-9181
Owner/Operator: Richard and Christina Shannon

OHIO

Wild Bird Center
117 Merz Boulevard, #109
Fairlawn, Ohio 44333
Tel.: (330) 869-9453
Owner/Operator: Paul and Suzanne Wright

Wild Bird Center
6535 Perimeter Drive
Dublin, Ohio 43106
Tel.: (614) 734-3333
Owner/Operator: Dave and Pat Metcalf

OKLAHOMA

Wild Bird Center
12325 N. May Avenue, #111B
Oklahoma City, Oklahoma 73120
Tel.: (405) 749-2473
Owner/Operator: Gary and Tammy Boatman

OREGON

Wild Bird Center
19721 S. Highway 213
Oregon City, Oregon 97045
Tel.: (503) 518-2473
Owner/Operator: Stefan Mroz and Susanne Wing

PENNSYLVANIA

Wild Bird Center
305 N. Pottsdawn Pike
Exton, Pennsylvania 19341
Tel.: (610) 363-3909
Owner/Operator: Jeff and Donna McLaughlin

PENNSYLVANIA (CONTINUED)

Wild Bird Center
1060 Berkshire Boulevard
Wyomissing, Pennsylvania 19610
Tel.: (610) 655-9896
Owner/Operator: Bart and Sally Litvin

Wild Bird Center
132 Park Avenue
Willow Grove, Pennsylvania 19090
Tel.: (215) 657-0400
Owner/Operator: Marsha and Jim Pearson

Wild Bird Center
175 East Swedesford Road
Wayne, Pennsylvania 19087
Tel.: (610) 989-9955
Owner/Operator: Bart and Sally Litvin

Wild Bird Center
524 Northpointe Circle
Seven Fields, Pennsylvania 16046
Tel.: (724) 742-9453
Owner/Operator: Don and Karen Guess

TEXAS

Wild Bird Center
3000 Custer Road, #190
Plano, Texas 75075
Tel.: (972) 769-9077
Owner/Operator: Dan and Mysti Linn

Wild Bird Center
4634 SW Loop 820
Fort Worth, Texas 76109
Tel.: (817) 737-4944
Owner/Operator: Sonny and Gretchen Hines

Wild Bird Center
8436 Denton Highway, #206
Watauga, Texas 76148
Tel.: (817) 514-8804
Owner/Operator: Rex and Maureen Hall

TEXAS (CONTINUED)

Wild Bird Center
1601 Brinker Road, #109
Denton, Texas 76208
Tel.: (940) 484-2473
Owner/Operator: Nancy Collins and Owen Yost

UTAH

Wild Bird Center
4898 Highland Drive
Salt Lake City, Utah 84117
Tel.: (801) 277-4544
Owner/Operator: Owen and Sheri Hogle

Wild Bird Center
1860 North 1000 West
Layton, Utah 84041
Tel.: (801) 525-8400
Owner/Operator: William and Estrella Fenimore

VIRGINIA

Wild Bird Center
2934 Chain Bridge Road.
Oakton, Virginia 22124
Tel.: (703) 938-5788
Owner/Operator: Danita Arone

Wild Bird Center
5765 Burke Centre Parkway, #1
Burke, Virginia 22015
Tel.: (703) 323-7898
Owner/Operator: Craig and Linda Betts

Wild Bird Center
12555 Dillingham Square
Lake Ridge, Virginia 22192
Tel.: (703) 878-6688
Owner/Operator: Judy Schmonsees and Brad Schmonsees

VIRGINIA (CONTINUED)

Wild Bird Center
1360 Gaskins Road
Richmond, Virginia 23233
Tel.: (804) 741-2473
Owner/Operator: Mark and Linda Ackerman

Wild Bird Center
3216 Duke Street
Alexandria, Virginia 22314
Tel.: (703) 370-5544
Owner/Operator: Ken and Tina Moore

Wild Bird Center
4721 Plank Road
Fredericksburg, Virginia 22407
Tel.: (540) 548-0884
Owner/Operator: Steve and Bunny Maier

Wild Bird Center
233 Burgess Road
Harrisonburg, Virginia 22801
Tel.: (540) 423-9433
Owner/Operator: Carol and John Flora

WASHINGTON

Wild Bird Center
2974 NW Bucklin Hill Road
Silverdale, Washington 98383
Tel.: (360) 613-4491
Owner/Operator: Kathy and Dave Schlick

Wild Bird Center
3105-B Alderwood Mall Boulevard
Lynnwood, Washington 98036
Tel.: (425) 640-2888
Owner/Operator: William and Deborah Fredericks

We do not own or operate a Wild Bird Center store.

During calendar year 2005, we terminated 1 franchise in New Mexico, 5 franchisees, 1 in Arkansas, 1 in Pennsylvania, 1 in Texas, and 2 in British Columbia, Canada, voluntarily ceased doing business and their franchises were terminated by mutual agreement with us, and 6

franchisees, 2 in California, 1 in Kansas, 1 in New Jersey, 1 in Texas and 1 in Wisconsin, elected not to renew their franchises at the expiration of their terms. No franchise was otherwise canceled, terminated or not renewed during calendar year 2005. During calendar year 2004, 2 franchisees, 1 in Colorado and 1 in Illinois, voluntarily ceased doing business and their franchises were terminated by mutual agreement with us, and 2 franchisees, 1 in Arizona and 1 in Michigan, elected not to renew their franchises at the expiration of their terms. During calendar year 2003, 4 franchisees, 1 in Illinois, 1 in Oregon, 1 in Pennsylvania and 1 in Vermont, elected not to renew their franchises at the expiration of their terms. No franchisee has failed to communicate with us for 10 weeks before the date of this Offering Circular.

The following is a list of the names and last known home addresses and telephone numbers of the Wild Bird Center franchisees who were terminated, voluntarily ceased doing business or failed to renew their franchises during 2005.

ARKANSAS

Cindy and Marcus Paxton
18319 Blackberry Lane
Roland, Arkansas 72135
Tel.: (501) 330-1232

CALIFORNIA

Joanie and Chris Smith
P.O. Box 996
Danville, California 94526
Tel.: (925) 314-9032

David and Tracy Finsterbusch
950 Sea Urchin Court S.W.
Ocean Shores, Washington 98569
Tel.: unknown

KANSAS

Nick and Cathy Clausen
6561 Rico Road
Wichita, Kansas 67204
Tel.: (316) 775-2457

NEW JERSEY

Barbara and Cliff Jones
36 Washington Way
Tabernacle, New Jersey 08088
Tel.: (609) 268-0940

NEW MEXICO

Mike Clark
2147 Black Willow Drive, NE
Albuquerque, New Mexico 87122
Tel.: (505) 822-5045

NORTH CAROLINA

Cathy and Bobby Hicks
200 Upper Paw Paw Road
Marshall, North Carolina 28753
Tel.: (828) 649-3399

PENNSYLVANIA

Brad and Kathy Spellman
64 High Street
Stewartstown, Pennsylvania 17363
Tel.: (717) 993-3828

TEXAS

Bob and Arlene Stelzer
P.O. Box 3961
South Padre Island, Texas 78597
Tel.: (956) 761-9451

Joe and Pam Smithers
4508 Horseshoe Court
Schertz, Texas 78154
Tel.: (210) 651-0152

WISCONSIN

Don Dieterich and Linda Harnad
760 Herron Court
Waterloo, Wisconsin 53594
Tel.: (920) 478-4810

BRITISH COLUMBIA, CANADA

Carey and Monica Bird
10520 Birchtree Grove
Surrey, British Columbia V4N 1V7
Canada
Tel.: (604) 533-6835

Randy Solomon and Anita Thomsen
102-180 Ravine Drive
Fort Moody, British Columbia V3H 4Z3
Canada
Tel.: (877) 262-2473

WILD BIRD CROSSING FRANCHISEFRANCHISED STORE STATUS SUMMARY
FOR YEARS 2005/2004/2003

State	Transfers	Canceled or Terminated	Not Renewed	Reacquired by Franchisor	Left The System Other	Total From Left Columns	Franchises Operating At Year End
Arizona							1/1/1
Massachusetts							1/1/1
New Jersey							1/1/1
New York							1/1/1
Ohio					0/1/0	0/1/0	0/0/1
Virginia							1/1/1
Wisconsin							1/1/1
TOTALS					0/1/0	0/1/0	6/6/7

1) Note: All numbers are as of December 31 for each year.

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
Arizona			
Massachusetts			
New Jersey			
New York			
Ohio			
Virginia			
Wisconsin			
TOTALS	0/0/0	0/0/0	0/0/0

Note: We do not operate any Wild Bird Crossing stores.

PROJECTED OPENINGS
AS OF DECEMBER 31, 2005

State	Franchise Agreements Signed But Store Not Open (1)	Projected Franchised New Stores In The Next Fiscal Year	Projected Company Owned Openings In Next Fiscal Year
Arizona			
Massachusetts			
New Jersey			
New York			
Ohio			
Virginia			
Wisconsin			
TOTALS	0	0	0

Note (1): As of December 31, 2005

(2): WBCA no longer offers Wild Bird Crossing franchises for sale.

The following is a list of the names, addresses and telephone numbers of all operational Wild Bird Crossing franchises under franchise agreements with us as of January 1, 2006.

ARIZONA

Wild Bird Crossing
1800 S. Milton Road, #22
Flagstaff, Arizona 86001
Tel.: (928) 774-6942
Owner/Operator: Bill Archer and Evelyn Polach

MASSACHUSETTS

Wild Bird Crossing
4 Cedar Street
Fiskdale, Massachusetts 01518
Tel.: (508) 347-2473
Owner/Operator: Bill and Nancy Cormier

NEW JERSEY

Wild Bird Crossing
2 Route 50
Seaville, New Jersey 08230
Tel.: (609) 624-9444
Owner/Operator: Wanda Kline and Howard Herman

NEW YORK

Wild Bird Crossing
Bridgehampton Commons
2044 Montauk Highway, #76
Bridgehampton, New York 11932
Tel.: (631) 537-7333
Owner/Operator: Bruce Horwith

VIRGINIA

Wild Bird Crossing
1950 Rio Hill Center
Charlottesville, Virginia 22901
Tel.: (434) 973-9649
Owner/Operator: Mary and Brockie Hall

WISCONSIN

Wild Bird Crossing
2374-A W. Washington Street
West Bend, Wisconsin 53095
Tel.: (262) 338-7779
Owner/Operator: Randy and Jeanne Uyhely

We do not own or operate a Wild Bird Crossing store.

No Wild Bird Crossing franchise was canceled, terminated or not renewed during calendar year 2005. During calendar year 2004, 1 Wild Bird Crossing franchisee in Ohio voluntarily ceased doing business and his franchise was terminated by mutual agreement with us. No Wild Bird Crossing franchise was canceled, terminated or not renewed during calendar year 2003. No Wild Bird Crossing franchisee has failed to communicate with us for 10 weeks before the date of this Offering Circular.

Item 21

FINANCIAL STATEMENTS

The audited 2003, 2004 and 2005 financial statements of WBCA are attached to this Offering Circular as Exhibit A.

Item 22

CONTRACTS

A copy of the Wild Bird Center Franchise Agreement is attached to this Offering Circular as Exhibit B. You are not required to execute any other contracts or agreements. You are encouraged to execute a Franchise Reservation Agreement, a copy of which is attached to this Offering Circular as Exhibit C. Each manager and employee of your Wild Bird Center store is required to sign a Confidentiality and Non-Competition Agreement, a copy of which is attached to this Offering Circular as Exhibit D.

CALIFORNIA ADDENDUM

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF CORPORATIONS NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

The Franchise Agreement and the Franchise Reservation Agreement require application of the laws of the State of Maryland. This provision may not be enforceable under California law.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Montgomery County, Maryland, with the cost being borne by the losing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of a franchise agreement restricting venue to a forum outside the State of California.

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

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise (as described in the previous paragraph). This provision may not be enforceable under California law.

Neither WBCA nor any person identified in Item 2 of the Offering Circular is subject to any currently effective order of any national securities organization or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

The earnings claims figures set forth in Item 19 of the Offering Circular reflect the cost of goods sold, but do not reflect operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Wild Bird Center. Franchisees or former franchisees, listed in this Offering Circular, may be one source of this information.

THE FRANCHISE AGREEMENT PROVIDES FOR TERMINATION UPON BANKRUPTCY. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER FEDERAL BANKRUPTCY LAW (11 U.S.C.A. SEC. 101 ET SEQ.)

Our website address is www.wildbirdcenter.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov.

CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).