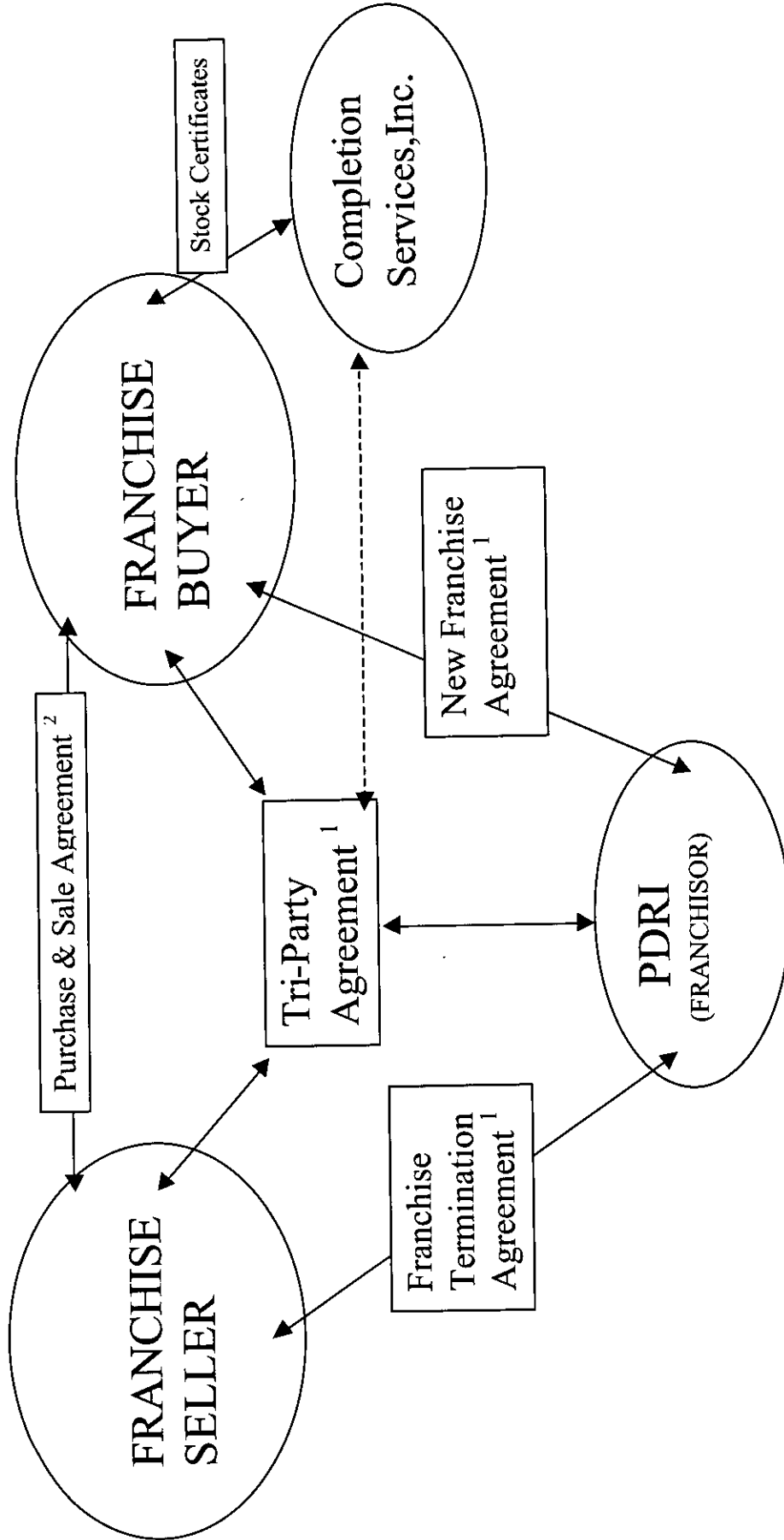


EXHIBIT I

Franchise Resale Procedures and Agreements

DOCUMENTATION REQUIRED FOR A FRANCHISE RESALE



1. The Tri-Party Agreement, Franchise Termination Agreement and New Franchise Agreement are standard form agreements and are prepared by PDR.
2. The Purchase and Sale Agreements, and any related instruments such as Promissory Notes, Security Agreements and Employment Contracts, are prepared by Attorneys for Buyer and Seller and must be submitted to PDR for review.

PAUL DAVIS RESTORATION, INC.
One Independent Drive
Suite 2300
Jacksonville, Florida 32202
Tel (904) 737-2779

FRANCHISE RESALES – INFORMATION FOR PURCHASERS

Paul Davis Restoration, Inc., (“PDRI” or the “Franchisor”) has prepared this document for individuals considering purchasing an existing Paul Davis Restoration (“PDR”) franchise. In this document, the acquisition of an existing franchise from the franchisee owner (the “Seller”) is referred to as a “resale.” The purposes of this document are to explain the role of the Franchisor in a resale transaction and to inform you (the “Purchaser”) of the steps necessary to obtain the Franchisor’s consent to the transfer of the franchise rights from the Seller to you. If you have any additional questions about the franchise resale process, please call our Corporate Legal Counsel, Mike Stokes, at 904-737-2779, extension 219.

In a resale, the Purchaser buys the franchise rights for an existing franchise directly from the Seller and not from PDRI. The purchase of a franchise may take one of two forms. In an “asset purchase” the Purchaser acquires the franchise rights and may also acquire a variety of other assets, such as equipment, vehicles, inventory, work-in-progress, receivables, goodwill, and leasehold interests, from the Seller’s company but does not acquire ownership of the Seller’s company. In a “stock transfer” the Purchaser acquires the stock or other ownership interest in the Seller’s company, which in turn owns the franchise rights and other assets. You should consult with your attorney about which form would best serve you. However, one issue you may wish to consider is that some insurers may be reluctant to do business with a brand new company and therefore a “stock transfer” may be advantageous.

You and the Seller must negotiate a franchise purchase and sale agreement which specifies the assets being sold, the price, terms of sale, and other matters concerning the resale. The purchase of an existing franchise, like the purchase of any business, is a complex transaction. PDRI encourages you to consult with your attorney and other professional business advisors as you investigate this opportunity. It is the responsibility of you and your advisors to perform your due diligence in investigating the business you are buying and to negotiate the price and terms of sale and you should require that the Seller provide you with the information you need to conduct your due diligence. During this process you will be in contact with the Seller or the Seller’s representatives, such as the Seller’s broker, attorney or other agents. You should be aware that the Seller and the Seller’s representatives do not represent the Franchisor and can not make commitments on behalf of the Franchisor.

All Purchasers are required to complete the PDRI training program for new owners. The new owner training program is a six week program which consists of four weeks of new owner school conducted at PDRI’s training facility in Jacksonville, Florida, one week of new owner field training conducted at the franchise location, and one week of job cost accounting training. The cost of the new owner training program is \$16,000. In cases where a franchise is purchased by multiple owners, the training fee for each additional owner is \$2,500. The training fee must

be paid to PDRI on the closing of the purchase transaction. PDRI conducts new owner schools three or four times a year. Contact PDRI for the schedule and availability of upcoming classes. Field training is scheduled, subject to the availability of PDRI field trainers, as soon as possible following the completion of new owner school. All class schedules are subject to change.

Since you will not be allowed to operate the franchise until you have completed the new owner training program, there are two options for transitioning the franchise from the Seller to the Purchaser. The first option is to close on the purchase of franchise prior to attending new owners school and hire the Seller to operate the franchise until you have completed the training program. The second option, if approved by PDRI, is to attend new owners school first and then close on the purchase when the training is completed. In order to qualify for attending school prior to closing, you must have signed a final purchase and sale agreement with an earnest money deposit of at least \$10,000, have executed a new franchise agreement, and paid the transfer and training fees. Under this option, in the event the sale does not close for any reason, the franchise agreement will be terminated and transfer and training fees will not be refunded.

In addition to providing training for all Purchasers, PDRI must also exercise its right to consent to all transfers. The transfer approval process is described below. A non-refundable transfer fee of \$2,500 (a lesser amount may apply to some older franchise agreements) is required for all transfers.

Prior to the approval of a transfer, PDRI reviews both the proposed transaction and the qualifications of the proposed Purchaser. As part of our review of the proposed transaction, PDRI will review the franchise purchase and sale agreement. However, the purpose of our review is only to protect the interests of PDRI and the PDR network. You and your advisors must determine if the proposed transaction is in your best interest.

In order to assess the qualification of potential PDR franchise owners, we require that every candidate to purchase a franchise visit our office in Jacksonville, Florida, and submit the personal information listed below. During your visit to Jacksonville, you will have personal interviews with various members of our staff, including our CEO and other senior managers. In addition to visiting Jacksonville and the franchise you are considering purchasing, we highly recommend you visit, or contact by telephone, other PDR franchises. You will also need to submit the following documents to PDRI:

1. Confidential Information Form ("CIF")
2. Authorization to Obtain Credit Information ("Credit Authorization")
3. Occupational Profile Questionnaire ("OPQ")
4. Franchise Purchase and Sale Agreement
5. Shareholder (Partnership) Agreement (if more than one owner)
6. Business Plan

The CIF, Credit Authorization, and OPQ may be obtained by contacting the Seller's sales representative or PDRI. The Franchise Purchase and Sale Agreement and Shareholder Agreement (if necessary) are prepared by the Seller's attorney or by your attorney. The Business Plan must contain a brief written narrative (1 – 2 pages) explaining your plans to operate the franchise and

pro forma financial statements by month for the first two years and by year for the first three years. The pro forma financial statements must show the sources and uses of all funds for the purchase and operation of the franchise, including all debt service and owner's compensation.

After PDRI has reviewed and approved the proposed transfer, PDRI will issue a letter which grants PDRI's consent to the transfer subject to certain conditions (the "Consent to Transfer Letter"). The conditions specified in the Consent to Transfer letter will include the execution of the documents described below, the payment of all transfer and training fees and other sums due PDRI, and the Purchaser's completion of the new owner training program. After PDRI has received the non-refundable transfer fee, PDRI will prepare and forward to you and the Seller the following documents:

1. Franchise Termination Agreement and Release
2. Tri-Party Agreement
3. Franchise Agreement

The Franchise Termination Agreement and Release terminates the Seller's franchise agreement. The Tri-Party Agreement deals with certain transitional issues, including the Job Completion and Guarantee Fund (CSI) and the buyer's responsibility for work-in-progress and warranty claims. The Franchise Agreement grants the subject franchise rights to the Purchaser. PDRI can not enter into a new franchise agreement with you until you have received a Paul Davis Restoration Franchise Offering Circular, which provides detailed information about owning and operating a PDR franchise. If you have not received a Franchise Offering Circular, please contact the Seller's sales representative or the PDRI Corporate Legal Counsel and one will be provided to you.

Copies of the standard form Franchise Termination Agreement and Release and the Tri-Party Agreement are attached. The standard form Franchise Agreement is contained in the Paul Davis Restoration Franchise Offering Circular. A diagram of the transfer documentation process is also attached. (In cases where only an interest in an existing franchise or the franchise rights for only a portion of the franchise territory are being acquired the documentation is somewhat modified).

The purchase of an existing franchise, like the purchase of any business, is a complex transaction. PDRI encourages you to consult with your attorney and other professional business advisors as you investigate this opportunity. Other than as set forth in the Franchise Offering Circular, PDRI makes no representations of any kind concerning the business you are purchasing. Moreover, the consent of PDRI to the transfer of franchise rights to you is not a guarantee that the proposed transaction is in your best interest or that you will ultimately succeed in this venture. It is the responsibility of you and your advisors to investigate the business you are buying and to negotiate the price and terms of sale.

Attachments: Diagram of Documentation for a Franchise Resale
 Tri-Party Agreement
 Franchise Termination Agreement and Release

**TRI-PARTY AGREEMENT
FOR THE TRANSFER OF A PAUL DAVIS RESTORATION FRANCHISE**
(Sale of _____)

THIS TRI-PARTY AGREEMENT FOR THE TRANSFER OF A PAUL DAVIS RESTORATION FRANCHISE (this "Agreement") is made as of _____, 2006, by and among PAUL DAVIS RESTORATION, INC., f/k/a Paul W. Davis Systems, Inc., ("PDRI"); _____, _____, and _____, INC. d/b/a Paul Davis Restoration of _____ (collectively, "Selling Franchisee"); and _____, _____, and _____, INC., (collectively, "Purchasing Franchisee").

Background

Pursuant to a franchise agreement dated _____, as amended, (the "Seller's Franchise Agreement") PDRI has granted to Selling Franchisee the right to operate a Paul Davis Restoration franchise (the "Franchise"), in the franchise territory described in the Seller's Franchise Agreement (the "Franchise Rights"). Selling Franchisee has agreed to sell, and Purchasing Franchisee has agreed to buy, the Franchise business, including the Franchise Rights and, pursuant to the Seller's Franchise Agreement, Selling Franchisee and Purchasing Franchisee have requested that PDRI consent to the transfer of the Franchise Rights from Selling Franchisee to Purchasing Franchisee. PDRI is willing to grant its consent to such transfer under the terms and conditions set forth herein.

Terms of Agreement

NOW THEREFORE, for and in consideration of mutual covenants, releases, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The foregoing background is true and correct.
2. Except as set forth herein and in the franchise agreement to be signed by Purchasing Franchisee (the "Purchaser's Franchise Agreement"), PDRI is not a party to the transaction pursuant to which Purchasing Franchisee is acquiring the Franchise business from Selling Franchisee (the "Purchase Transaction"). **PURCHASING FRANCHISEE HEREBY ACKNOWLEDGES THAT:**
 - a. **PURCHASING FRANCHISEE IS PURCHASING THE FRANCHISE FROM SELLING FRANCHISEE, NOT FROM PDRI;**
 - b. **PURCHASING FRANCHISEE IS RELYING SOLELY ON FACTS AND REPRESENTATIONS PROVIDED BY SELLING FRANCHISEE AND NOT ON**

REPRESENTATIONS OF PDRI OR ITS AGENTS; and

c. PDRI'S APPROVAL OF THIS TRANSFER DOES NOT CONSTITUTE A GUARANTEE OR REPRESENTATION OF SUCCESS BY PDRI.

Purchasing Franchisee represent that they have examined the books and records of Selling Franchisee and otherwise performed all due diligence that they have determined necessary and appropriate. Purchasing Franchisee acknowledge that any agent or salesperson involved in the Purchase Transaction is an agent of Selling Franchisee and not an agent of PDRI. Purchasing Franchisee shall make no claim against PDRI for any actions or omissions arising out of, or in the course of, the Purchase Transaction or Purchasing Franchisee's relationship with Selling Franchisee. Purchasing Franchisee hereby waives all claims and releases PDRI, its officers, directors, employees and agents, from any claim Purchasing Franchisee may have, including any claim of fraud or misrepresentation, arising out of the Purchase Transaction. Selling Franchisee shall indemnify and hold harmless PDRI, its officers, directors, employees, and agents, from any claim arising out of the Purchase Transaction, including, without limitation, any claim of fraud or misrepresentation made by Selling Franchisee, its officers, directors, or agents, arising out of the Purchase Transaction.

3. Purchasing Franchisee acknowledge that they have received and examined the Purchaser's Franchise Agreement and the Paul Davis Restoration Operations Manual containing Booklets One, Two and Three (the "Operations Manual"). Purchasing Franchisee agrees to abide by and be bound by the terms and provisions of the Purchaser's Franchise Agreement and the Operations Manual. As soon as practicable following the execution of the Purchaser's Franchise Agreement, Selling Franchisee shall turn over to Purchasing Franchisee the Operations Manual, all Paul Davis Restoration software, and all other materials provided by PDRI for the operation of the Franchise. Purchasing Franchisee acknowledge that their representative must attend and complete the next available Paul Davis Restoration training program for new franchise owners and that Purchasing Franchisee shall not commence Franchise operations prior to having a representative complete the training program. The transfer of the Franchise shall not be effective and Purchasing Franchisee shall not attend the new owner training program until all transfer fees and training fees have been paid. Purchasing Franchisee shall be responsible for, and shall pay to PDRI, any debts due or to become due to PDRI by Selling Franchisee if not paid by Selling Franchisee.

4. Purchasing Franchisee hereby assumes responsibility for warranty claims filed by customers of Selling Franchisee ("Seller's Warranty Claims") and for jobs begun but not completed by Selling Franchisee prior to the transfer of the Franchise (the "Work in Progress"). Purchasing Franchisee shall supply all labor, materials, and supervision required to complete the Work in Progress and to service Seller's Warranty Claims, if necessary. Purchasing Franchisee and Selling Franchisee shall be jointly and severally liable for Seller's Warranty Claims and the Work in Progress. Purchasing Franchisee and Selling Franchisee, jointly and severally, agree to indemnify and hold PDRI and CSI harmless from and against all claims of any nature arising out of the Work in Progress

and Seller's Warranty Claims and any and all costs, fees and expenses incurred by PDRI or CSI in settling, completing, and/or servicing such claims, including but not limited to, attorneys' fees, court costs, and other expenses of investigation or defense.

5. Purchasing Franchisee agrees to indemnify and hold harmless PDRI and CSI from and against any claims, causes of action, suits or settlements arising out of the operation of the Franchise by Purchasing Franchisee (including, without limitation, any claims by customers of Selling Franchisee) and any and all costs, fees and expenses incurred by PDRI or CSI in settling, completing, and/or servicing such claims, including but not limited to, attorneys' fees, court costs, and other expenses of investigation or defense.

6. Purchasing Franchisee agrees to pay for, accept and acknowledge receipt in writing of a new CSI stock certificate and Selling Franchisee agrees to surrender its CSI stock certificate.

7.a. Pursuant to the terms of the Purchaser's Franchise Agreement, all franchisees are required to maintain a deposit account balance in the Job Completion and Payment Guarantee Fund maintained by CSI (the "CSI Account"). The required amount of the CSI Account balance for each franchisee shall be determined from time to time by the Board of Directors of CSI Purchasing Franchisee shall, on a month-to-month basis, pay one percent (1%) of its previous month's sales to CSI until Purchasing Franchisee's CSI Account balance equals the required account balance.

7.b. Selling Franchisee's CSI Account balance is \$ _____ as of _____, 200__. CSI shall retain Selling Franchisee's CSI Account balance until the second anniversary date of this Agreement and CSI shall pay out Selling Franchisee's CSI Account balance, subject to adjustment as provided in paragraphs 7c and 8 below and for any other sums Selling Franchisee may owe PDRI or CSI, on _____, 200__.

7.c. If there is either a positive or a negative retained earnings, including current profit or loss, shown on the most recent financial statement of CSI prior to the signing of this Agreement, the sum shown as Selling Franchisee's CSI Account balance shall be adjusted as follows:

- (1) For a positive retained earning balance, the CSI Account balance shall remain unchanged and Selling Franchisee's pro rata share of such positive retained earnings shall be paid by CSI to Selling Franchisee not more than thirty (30) days after notification, by Selling Franchisee, of the sale.
- (2) For a negative retained earning balance, the CSI Account balance shall be reduced by Selling Franchisee' pro rata share of such negative retained earning and such reduction shall be entered into all books and records maintained by CSI, PDRI, and the

Franchisee.

- (3) In the event the franchise closes prior to the Payout Date, then the Payout Date shall be extended until the second anniversary date of the completion of the last open job and any warranty claims arising from Purchasing Franchisee's operation of the franchise shall be satisfied first from the Purchasing Franchisee's CSI Account and then from the Selling Franchisee's CSI Account.

7.d. In the event Selling Franchisee is selling only a portion of the franchise territory rather than the entire franchise, then section 7b. and 7c. shall not apply.

8. In the event PDRI or CSI incurs any cost or expense due to the Work in Progress, Seller's Warranty Claims or under any CSI Completion Guarantee Certificate, the funds for the full repayment of such cost or expense shall come from the following sources in PDRI's or CSI's sole discretion:

- a. Purchasing Franchisee using sums due Selling Franchisee under any right of set-off until such right is exhausted;
- b. Selling Franchisee's CSI Account balance;
- c. Selling Franchisee; and
- d. General funds of Purchasing Franchisee.

9. Notwithstanding anything to the contrary set forth in this Agreement or any other agreement to which Selling Franchisee, Purchasing Franchisee, or PDRI may be a party, Selling Franchisee and Purchasing Franchisee agree that any security interest or lien of Selling Franchisee or Purchasing Franchisee in and to the Franchise, or any goods, general intangibles (including the Purchaser's Franchise Agreement and the Franchise Rights), accounts or proceeds thereof relating to the Franchise (collectively, the "Franchise Property") shall be inferior and subordinate to all claims, liens, security interests, encumbrances or other rights or interests, including the right of offset (collectively, "Claims") that:

- a. CSI may now or hereafter have which arise out of or in connection with the payment or performance by CSI in respect of any guaranty certificate issued by CSI on behalf of Selling Franchisee or Purchasing Franchisee; or
- b. PDRI may now or hereafter have for franchise fees or other amounts due and owing to PDRI by Selling Franchisee or Purchasing Franchisee.

In the event that CSI or PDRI shall have a Claim against Selling Franchisee, Selling Franchisee and Purchasing Franchisee hereby agree that (notwithstanding whether or not there exists a right of off-set between Selling Franchisee and Purchasing

Franchisee) upon written notification by CSI or PDRI, Purchasing Franchisee shall make all payments owed by Purchasing Franchisee to Selling Franchisee, to CSI or PDRI as appropriate.

10. In the event that Selling Franchisee exercise their rights and remedies in respect to any security interest or lien that they have in and to the Franchise or the Franchise Property, the exercise of which results in the transfer of the Franchise to Selling Franchisee, or to any other party approved by PDRI, then in connection with such transfer:

a. Selling Franchisee must cure any default under the Purchaser's Franchise Agreement and must pay to CSI and PDRI the amount of any Claims.

b. Selling Franchisee agrees to be bound by the Operations Manual, the Purchaser's Franchise Agreement, and all other documents or agreements between Purchasing Franchisee and PDRI, CSI, or any other person.

11. Selling Franchisee and Purchasing Franchisee agree that nothing contained in this Agreement, or any other agreement to which Selling Franchisee, Purchasing Franchisee or PDRI may be a party, shall in any manner, limit, restrict or impair PDRI's right to terminate the Purchaser's Franchise Agreement for cause in accordance with the terms and conditions of the Purchaser's Franchise Agreement and upon such termination of the Purchaser's Franchise Agreement all rights, remedies, and interests of Selling Franchisee and Purchasing Franchisee in and to the Franchise Rights shall also terminate.

12. Any controversy or claim arising out of or relating to this Agreement or the Purchase Transaction, if involving PDRI, shall be settled by arbitration in accordance with the arbitration procedures as set forth in Booklet Two of the Operations Manual.

13. PDRI hereby consents to the transfer of the Franchise Rights from Selling Franchisee to Purchasing Franchisee, provided, however that such consent is expressly conditioned upon the satisfaction of each of the following conditions: (i) the execution of this Agreement, the Purchaser's Franchise Agreement, and the Voluntary Termination Agreement And Release terminating the Seller's Franchise Agreement; (ii) satisfactory completion of the new owner training program by the Purchasing Franchisee's designated representatives; and (iii) payment of all sums due PDRI and CSI. The transfer shall be effective on _____ (the "Transfer Date") or on such later date that all the conditions are satisfied, provided however, that if all conditions have not been satisfied within sixty (60) days of the date of the Agreement, then the within consent to transfer shall be rescinded.

14. The following general provisions shall govern this Agreement:

a. This Agreement and the agreements referenced herein constitute the entire agreement between the parties. The parties to this Agreement understand

and agree that no representations, warranties, agreement or covenants have been made with respect to this Agreement other than those expressly set forth herein and that in executing this Agreement, that parties are not relying upon any representation, warranty, agreement or covenant of PDRI or CSI not set forth herein.

b. Any notice required to be provided to the parties shall be sufficient if in writing and delivered by hand delivery, U.S. Mail, telefax, overnight or courier service addressed as follows, or to the last known business address:

PDRI: Paul Davis Restoration, Inc.
Attention: Corporate Legal Counsel
One Independent Drive
Suite 2300
Jacksonville, FL 32202

Selling Franchisee: _____

Purchasing Franchisee: _____

- c. This Agreement may be amended only by written consent of the parties.
- d. The parties acknowledge and agree that each is an independent contractor of the other and not an employee or employer one of the other.
- e. This Agreement may be executed in multiple counterparts and all such counterparts shall be considered originals.
- f. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, excluding its conflict of laws principals. Venue shall lie in Duval County, Florida.
- g. This Agreement may only be assigned by Purchasing Franchisee or Selling Franchisee upon written agreement of PDRI.
- h. In the event of a conflict between any provisions of this Agreement and the agreements establishing the Franchise, then the provisions of the agreements establishing the Franchise shall govern.

i. Each individual signing this Agreement hereby represents and warrants that such individual has all necessary power and authority, and has obtained all necessary consents and authorizations, to execute this Agreement as a legally binding instrument.

j. Prior to January 1, 2000, PDRI and its franchisees operated under the tradename of "Paul Davis Systems." "Paul Davis Restoration" was adopted as a new tradename on January 1, 2000, and therefore, all references to the term "Paul Davis Restoration" shall include "Paul Davis Systems."

k. Neither PDRI's consent to the transfer of the Franchise Rights from Selling Franchisee to Purchasing Franchisee nor the terms of any agreement entered into by Selling Franchisee and Purchasing Franchisee to which PDRI is not a party shall in any manner limit, waive or alter any of PDRI's rights or obligations.

l. Delay or failure by a party to enforce any term or condition of this Agreement shall not be deemed a waiver of enforcement or further enforcement of that or any other term or condition. The consent or approval by a party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

m. Each and every clause of this Agreement shall be severable from each other. In the event that any particular clause herein shall be held invalid and null and void in any judicial proceeding, such finding shall have no effect on the remaining clauses.

n. The transfer of the Franchise Rights and the execution of the Purchaser's Franchise Agreement shall not constitute a novation as between PDRI and the Selling Franchisee.

o. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PDRI:

PAUL DAVIS RESTORATION, INC.

Date signed

By: _____
Its: _____ President

SELLING FRANCHISEE:

Date signed

Print name: _____

Date signed

Print name: _____

(company)

Date signed

By: _____

Print name: _____

Its: _____

PURCHASING FRANCHISEE:

Date signed

Print name: _____

Date signed

Print name: _____

(company)

Date signed

By: _____

Print name: _____

Its: _____

**ACKNOWLEDGED:
COMPLETION SERVICES, INC.**

Date signed

By: _____

Its: _____

VOLUNTARY TERMINATION AGREEMENT AND RELEASE

THIS VOLUNTARY TERMINATION AGREEMENT AND RELEASE (this "Agreement") is made by and between PAUL DAVIS RESTORATION, INC., ("PDRI");
_____ ("Principal Owner"); and
_____ ("Franchisee").

FOR AND IN CONSIDERATION of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, PDRI, Principal Owner, and Franchisee agree as follows:

1. The Franchise Agreement dated _____, as amended ("Franchise Agreement") is terminated, effective as of the Transfer Date (as defined in the Tri-Party Agreement For The Transfer of a Paul Davis Restoration Franchise executed in connection with this Agreement) or on such later date that all the Conditions Precedent to Transfer (as defined in the Tri-Party Agreement) are satisfied, provided, however, that any sums due and owing from Franchisee and/or Principal Owner to PDRI are not released under this Agreement.

2. Those provisions of the Franchise Agreement that govern the relationship of the parties after termination, including but not limited to restrictions against the improper use of PDRI's trade secrets, the covenant against competition, and the hold harmless provision, shall survive according to their terms.

3. After the Transfer Date, Principal Owners' telephone number and address will be:

Telephone: _____

Address: _____

4. Franchisee and Principal Owner, for themselves and their heirs, successors and assigns, hereby release and forever discharge PDRI, its officers, directors, employees, agents, successors and assigns, from all causes of action, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Franchisee or Principal Owner ever had or may have against it or any of them, arising out of or in any manner related to the Franchise Agreement, or to any other instrument, course of dealing, or relationship between the parties arising out of or in any manner related to the Franchise Agreement or to the granting or operation of any Paul Davis Restoration franchise.

(signature page follows)

IN WITNESS WHEREOF, the parties have executed or caused this instrument to be executed by their duly authorized representatives.

PDRI:
PAUL DAVIS RESTORATION, INC.

Date: _____

By: _____
Its: _____ President

FRANCHISEE:

(corporate name)

Date: _____

By: _____
Print name: _____
Its: _____ President

PRINCIPAL OWNER:

Date: _____

EXHIBIT J-1

Gross Contract Sales

EXHIBIT J-1

2005 REPORTED SALES BY FRANCHISE

<u>Code</u>	<u>St</u>	<u>Franchise Name</u>	<u>Start Date</u>	<u>Population</u>	<u>2005 Sales</u>
<u>TABLE 1: OPERATIONAL FRANCHISES IN BUSINESS AT LEAST TWO YEARS</u>					
MONT	AL	MONTGOMERY	2/1/1991	215,209	\$276,814.70
WIRE	AL	THE WIREGRASS	1/1/1997	255,640	\$285,474.89
PHAZ	AZ	GREATER PHOENIX	2/1/1997	1,954,235	\$1,497,910.01
TUAZ	AZ	TUCSON	4/1/1999	412,555	\$1,761,501.30
CNOR	CA	CENTRAL ORANGE COUNTY	5/1/1998	1,098,851	\$2,704,131.85
EBAY	CA	THE EAST BAY	2/1/1998	899,206	\$1,456,763.16
PSCA	CA	GREATER PALM SPRINGS	9/1/1997	315,920	\$4,356,982.87
SANT	CA	SANTA CLARA COUNTY	8/1/1996	951,185	\$2,101,010.53
SCAL	CA	SOUTHERN CALIFORNIA	2/1/1998	484,996	\$1,008,420.22
SDNO	CA	SAN DIEGO	2/1/1986	2,308,704	\$4,504,098.30
SMAT	CA	THE PENINSULA	7/1/1995	514,851	\$1,131,721.34
SOCA	CA	SOUTH ORANGE COUNTY	12/1/1997	460,265	\$1,531,658.13
AVCO	CO	THE ARKANSAS VALLEY	12/1/2003	119,000	\$1,001,517.96
NOCO	CO	NORTHERN COLORADO	1/1/1996	160,383	\$2,397,795.46
FCCT	CT	FAIRFIELD COUNTY	12/31/2001	725,310	\$1,308,671.62
HTFD	CT	HARTFORD AREA	8/1/1999	351,418	\$714,601.02
NEWH	CT	NEW HAVEN CT	3/1/1996	665,773	\$1,194,341.58
CCFL	FL	CITRUS COUNTY	6/1/2002	121,238	\$650,060.13
CLER	FL	NORTH PINELLAS	10/1/1992	261,240	\$945,817.05
DUVL	FL	NORTH FLORIDA	9/1/1995	857,236	\$4,605,806.18
ETMP	FL	EAST TAMPA	6/1/2000	473,705	\$5,373,936.91
GMIA	FL	GREATER MIAMI INC	6/1/1990	1,956,306	\$3,819,252.56
HCFL	FL	HERNANDO	8/1/1997	134,563	\$1,852,583.01
MLSC	FL	MARION, LAKE AND SUMTER COUNTIE	6/1/2000	502,020	\$1,453,129.59
NBRO	FL	BROWARD COUNTY	4/1/1985	1,299,772	\$1,620,853.57
NPFL	FL	COLLIER COUNTY	7/1/2002	263,877	\$812,216.27
ORLA	FL	ORLANDO FL	2/1/1988	940,564	\$2,206,035.84
PACO	FL	PASCO	11/1/1994	352,702	\$3,187,475.05
PAFL	FL	PANAMA CITY AREA	1/1/2000	326,559	\$1,005,678.49
PCFW	FL	PENSACOLA - FT. WALTON	12/1/2003	499,509	\$2,234,068.40
SAUG	FL	ST AUGUSTINE	5/1/1992	231,026	\$1,149,086.61
SSMT	FL	SARASOTA AND MANATEE COUNTIES	12/1/1998	539,882	\$2,015,147.38
STPE	FL	PINELLAS	10/1/1987	598,036	\$2,728,319.00
TAMW	FL	TAMPA WEST	10/1/1992	533,862	\$8,892,740.84
TICO	FL	THE SPACE COAST	8/1/2002	485,930	\$1,822,055.26
TRZR	FL	THE TREASURE COAST	8/1/1995	465,684	\$2,935,035.08
VCFL	FL	VOLUSIA COUNTY	2/1/2003	452,543	\$3,002,200.45
AGAK	GA	AUGUSTA, GEORGIA	4/1/1999	449,342	\$756,532.07
CCGA	GA	COBB AND CHEROKEE COUNTIES	12/1/2002	775,643	\$622,733.75
CHA2	GA	GREATER CHATTANOOGA	3/1/1992	196,162	\$262,420.27
CSTL	GA	COASTAL GEORGIA	4/1/1996	371,405	\$1,503,832.95
GCGA	GA	GWINNETT COUNTY	1/1/2002	559,725	\$2,125,826.50
NAGA	GA	NORTHEAST GEORGIA	4/1/2001	398,062	\$896,068.09
NFGA	GA	NORTH FULTON AND FORSYTH	5/1/2002	597,557	\$820,155.21
NTGA	GA	NORTH GEORGIA	4/1/2000	391,250	\$1,151,593.47
RMGA	GA	ROME	11/1/1997	263,065	\$1,232,399.36

EXHIBIT J-1

2005 REPORTED SALES BY FRANCHISE

<u>Code</u>	<u>St</u>	<u>Franchise Name</u>	<u>Start Date</u>	<u>Population</u>	<u>2005 Sales</u>
SATL	GA	SOUTH ATLANTA	6/1/1997	1,224,841	\$5,998,486.82
IDAH	ID	IDAHO	4/1/1993	501,831	\$1,416,782.31
LCIL	IL	LAKE COUNTY	10/1/2001	616,471	\$805,576.17
RKIL	IL	ROCKFORD	7/1/2001	374,072	\$2,379,211.39
SOCC	IL	SW CHICAGOLAND	9/1/1998	1,516,131	\$1,095,177.97
CNIN	IN	EAST CENTRAL INDIANA	10/1/1993	383,286	\$2,309,541.00
EVAN	IN	EVANSVILLE IN	11/1/1985	258,098	\$1,059,846.44
NAPS	IN	SOUTH INDIANAPOLIS	6/1/1999	541,667	\$1,290,259.97
NEIN	IN	NORTHEAST INDIANA	4/1/1993	300,773	\$4,210,447.08
NIND	IN	MICHIANA	5/1/1992	896,653	\$1,113,820.11
JOHN	KS	JOHNSON COUNTY INC	1/1/1992	516,321	\$1,011,401.72
TOPK	KS	GREATER LAWRENCE AND TOPEKA	8/1/1994	315,718	\$2,084,610.31
BOWL	KY	BOWLING GREEN KY	3/7/1986	211,004	\$2,592,087.77
CLKR	KY	CUMBERLAND LAKE REGION	4/1/1993	205,048	\$421,944.86
ECIN	KY	THE TRI STATE AREA	11/1/1984	1,519,203	\$3,474,691.45
ELIZ	KY	ELIZABETHTOWN KY	8/1/1984	240,925	\$1,086,669.97
LEXI	KY	LEXINGTON INC	9/1/1987	472,403	\$2,134,938.66
LOUI	KY	LOUISVILLE KY	6/1/1980	1,036,544	\$9,859,418.31
OWKY	KY	OWENSBORO KY	4/1/1997	141,046	\$691,329.71
CNLA	LA	CENTRAL LOUISIANA	11/1/1996	378,631	\$2,106,764.12
BCMA	MA	BRISTOL COUNTY	8/1/2000	310,351	\$688,190.81
CCOD	MA	CAPE COD AND THE ISLANDS	12/1/1994	181,025	\$482,394.70
CNMA	MA	CENTRAL MASSACHUSETTS	8/1/1993	996,235	\$2,645,218.79
HACO	MA	HAMPDEN COUNTY INC	6/1/1991	486,685	\$1,265,254.98
MEMA	MA	METRO EAST MASSACHUSETTS	4/1/1993	1,266,750	\$1,192,270.82
WMMA	MA	WESTERN MIDDLESEX COUNTY	2/1/2003	368,494	\$200,413.49
BALT	MD	BALTIMORE	11/1/1991	1,556,777	\$2,828,839.10
HOWA	MD	HOWARD AND ANNE ARUNDEL COUNT	12/1/1990	686,940	\$1,527,938.60
SLVR	MD	SUBURBAN MD WASHINGTON DC	7/1/1988	1,712,730	\$5,483,644.61
SOMD	MD	SOUTHERN MARYLAND INC	8/1/1992	399,376	\$212,068.17
CNME	ME	CENTRAL MAINE	12/1/1997	225,724	\$3,177,724.80
MAIN	ME	MAINE	7/1/2003	560,900	\$1,528,499.10
FSMI	MI	THE FLINT & SAGINAW AREA	8/1/2003	574,729	\$727,753.02
GRMI	MI	WESTERN MICHIGAN	5/1/1997	927,481	\$1,567,714.57
KALZ	MI	SOUTHWEST MICHIGAN	4/1/1992	224,072	\$1,407,855.12
LANS	MI	MID MICHIGAN	5/1/1992	751,975	\$3,238,361.26
MSMI	MI	MACOMB AND ST. CLAIR COUNTIES	11/1/2003	926,484	\$181,802.03
OCMI	MI	OAKLAND COUNTY	1/1/2002	998,797	\$915,258.67
WASH	MI	WASHTENAW COUNTY	6/1/1993	720,849	\$1,488,543.38
GSMO	MO	GREATER ST. LOUIS	6/1/2002	1,486,560	\$2,049,882.92
SWMO	MO	SOUTHWEST MISSOURI	8/1/1992	291,301	\$1,969,281.40
JAMS	MS	CENTRAL MISSISSIPPI	4/1/2003	370,969	\$728,203.75
AANC	NC	GREATER ASHEVILLE	2/1/2001	391,617	\$1,832,162.85
CSTC	NC	THE CAROLINA COAST	10/1/1997	495,314	\$2,499,906.55
ECNC	NC	EAST CHARLOTTE, CABARRUS & UNIO	12/1/2001	504,220	\$782,698.44
MLIN	NC	METROLINA	7/1/1996	639,790	\$1,321,520.95
PCNC	NC	PITT & SURROUNDING COUNTIES	1/1/2002	698,673	\$205,185.40
STNC	NC	TRIAD INC	3/1/1998	394,578	\$1,086,035.47

EXHIBIT J-1

2005 REPORTED SALES BY FRANCHISE

<u>Code</u>	<u>St</u>	<u>Franchise Name</u>	<u>Start Date</u>	<u>Population</u>	<u>2005 Sales</u>
WSAL	NC	THE TRIAD INC	7/1/1989	1,083,917	\$920,224.65
CNNE	NE	CENTRAL NEBRASKA	2/1/2003	179,474	\$1,935,226.00
OMAH	NE	OMAHA NEBRASKA	6/1/1986	426,573	\$6,578,699.49
SUNH	NH	SOUTHERN NEW HAMPSHIRE & MAINE	12/1/2001	461,736	\$2,034,767.39
CONJ	NJ	OCEAN COUNTY	6/1/2000	520,285	\$1,488,041.78
MCNJ	NJ	MONMOUTH COUNTY NJ	11/1/2000	639,861	\$800,630.64
MRCO	NJ	CENTRAL NEW JERSEY	8/1/1994	899,986	\$1,592,741.86
NENJ	NJ	NORTHEAST NEW JERSEY	4/1/1996	979,811	\$2,302,746.28
SHWC	NJ	SOMERSET, HUNTERDON AND WARRE	8/1/2003	530,891	\$240,828.15
UCNJ	NJ	UNION COUNTY	1/1/2003	526,011	\$450,446.34
NEWM	NM	NEW MEXICO	7/1/1991	506,396	\$4,340,469.32
SFNM	NM	NORTHERN NEW MEXICO	10/1/1996	348,252	\$3,897,430.97
RENO	NV	RENO & LAKE TAHOE	12/1/1995	403,004	\$998,396.56
SNEV	NV	SOUTHERN NEVADA	7/1/1997	639,422	\$3,654,761.33
ALBA	NY	THE CAPITAL DISTRICT INC	11/1/1990	705,659	\$1,069,331.83
BRST	NY	BROOKLYN AND STATEN ISLAND	5/1/1998	765,478	\$1,444,983.88
CNLI	NY	LONG ISLAND	8/1/1994	1,863,143	\$4,000,098.54
FFWC	NY	WESTCHESTER COUNTY	2/1/1996	1,083,216	\$1,923,817.65
FING	NY	THE FINGER LAKES REGION	12/1/1997	596,240	\$1,370,014.53
MBNY	NY	MANHATTAN AND THE BRONX	9/1/2002	545,836	\$898,837.39
MNRO	NY	MONROE COUNTY	11/1/1994	739,506	\$1,188,023.39
RONY	NY	ROCKLAND AND ORANGE COUNTIES	2/1/2001	615,764	\$1,796,247.63
AKRN	OH	AKRON OHIO	12/31/1999	544,971	\$451,807.93
DTON	OH	DAYTON	12/12/1988	935,726	\$1,463,581.97
MDOH	OH	MID OHIO	4/1/1999	284,047	\$420,807.16
NEOH	OH	NORTHEAST OHIO	7/1/1996	398,117	\$400,615.26
TOLE	OH	WESTERN LAKE ERIE	7/1/1985	1,218,275	\$668,315.85
TULS	OK	TULSA OK	8/1/1993	482,121	\$2,256,646.93
ALLN	PA	LEHIGH VALLEY	4/1/2001	483,860	\$335,682.68
CRPA	PA	CHESTER COUNTY, PA	10/1/2002	393,042	\$847,746.46
DCPA	PA	DELAWARE COUNTY	4/1/2002	493,929	\$1,607,424.19
LLCO	PA	LANCASTER AND LEBANON COUNTIES	6/1/2000	595,249	\$2,345,807.41
MTPA	PA	MONTGOMERY COUNTY PA	10/1/2000	604,592	\$1,695,520.89
OCEA	RI	THE OCEAN STATE	8/1/1999	550,000	\$608,573.06
ANDE	SC	ANDERSON SC	7/1/1989	346,466	\$264,412.89
BEAU	SC	BEAUFORT AND JASPER COUNTIES	2/1/1999	121,899	\$2,179,087.15
COLM	SC	THE MIDLANDS	11/1/1999	595,416	\$1,148,548.61
GCSC	SC	GREATER CHARLESTON	4/1/2000	554,258	\$2,609,623.69
GREN	SC	GREENVILLE AND SPARTANBURG	5/1/1995	679,067	\$1,838,821.48
GSSC	SC	GRAND STRAND	10/1/2002	259,678	\$781,579.58
RKHI	SC	ROCK HILL	12/1/1995	249,433	\$1,065,530.98
CHAT	TN	GREATER CHATTANOOGA TN	6/23/1989	449,111	\$1,235,624.01
MSTN	TN	MID SOUTH	7/1/2001	1,038,025	\$3,933,731.45
MTEN	TN	MIDDLE TENNESSEE	12/1/1985	985,606	\$613,295.34
TRIC	TN	GREATER TRI CITIES	5/1/1990	744,555	\$2,977,396.65
DATX	TX	THE METROPLEX	9/1/1998	537,096	\$785,568.91
HSTX	TX	SOUTHWEST HOUSTON	9/1/2003	381,999	\$1,414,437.17
NTTX	TX	NORTHERN TARRANT COUNTY	1/1/2003	702,132	\$1,453,287.91

EXHIBIT J-1

2005 REPORTED SALES BY FRANCHISE

<u>Code</u>	<u>St</u>	<u>Franchise Name</u>	<u>Start Date</u>	<u>Population</u>	<u>2005 Sales</u>
SANA	TX	SAN ANTONIO	9/24/1986	653,504	\$221,946.94
SOTX	TX	SOUTH TEXAS	5/1/1996	291,096	\$696,025.91
STTX	TX	SOUTHERN TARRANT COUNTY	2/1/2001	670,950	\$752,526.56
SLCU	UT	CENTRAL UTAH	6/23/1989	619,924	\$1,543,466.88
SOUT	UT	SOUTHERN UTAH	5/1/1995	373,347	\$1,002,520.28
WFUT	UT	WASATCH FRONT	6/1/2003	310,204	\$418,222.98
GFVA	VA	SUBURBAN VA	9/1/1997	1,038,442	\$1,393,897.21
GRRI	VA	GREATER RICHMOND INC	8/1/1993	672,833	\$1,486,873.59
HMPT	VA	HAMPTON ROADS	1/1/2000	1,045,767	\$1,067,179.58
NRVA	VA	NORTHWEST VIRGINIA	11/1/1999	340,538	\$1,525,554.11
RLVA	VA	ROANOKE AND LYNCHBURG	11/1/2000	782,138	\$1,362,739.79
VRVA	VA	THE VIRGINIA PENINSULA	5/1/2003	496,022	\$236,766.76
EKWA	WA	EAST KING COUNTY WA	10/1/2000	612,946	\$2,572,146.23
GTAC	WA	GREATER TACOMA	12/1/1997	481,043	\$1,447,878.52
NWWA	WA	NORTHWEST WASHINGTON	10/1/2001	264,814	\$264,563.35
SPWA	WA	GREATER SPOKANE	7/1/2000	314,318	\$501,219.00
FXWI	WI	FOX VALLEY	8/1/2002	439,081	\$2,508,755.80
LLCY	WI	LAKELAND COUNTIES	5/1/1996	781,636	\$4,533,889.74
SEWI	WI	S E WISCONSIN	3/1/1990	1,965,460	\$20,224,107.49
Total Reported Sales					\$305,384,626.10
Number of Franchises					161
Average Reported Sales per Franchise					\$1,896,798.92

TABLE 2: OPERATIONAL FRANCHISES IN BUSINESS AT LESS THAN TWO YEARS

AKAK	AK	ALASKA	1/1/2005	320,527	\$860,801.35
BSAL	AL	BIRMINGHAM SOUTH	10/1/2005	540,495	\$164,061.71
WPAZ	AZ	WEST PHOENIX METRO	11/1/2004	700,785	\$461,698.43
CSCA	CA	CONTRA COSTA & SOLANO COUNTIES	2/1/2004	1,167,598	\$2,761,287.96
IECA	CA	INLAND EMPIRE	1/10/2005	353,756	\$381,845.42
NBCA	CA	THE NORTH BAY	2/1/2004	717,400	\$2,714,555.98
SNTO	CA	SACRAMENTO	2/1/2004	478,827	\$234,948.32
SRCA	CA	SOUTHERN RIVERSIDE COUNTY	11/1/2004	505,607	\$204,109.69
VCCA	CA	VENTURA	2/1/2005	763,299	\$247,548.65
ACCO	CO	ARAPAHOE COUNTY	12/1/2004	794,072	\$824,514.64
DWCO	CO	DENVER WEST	3/10/2005	1,208,559	\$592,268.92
SUCO	CO	SOUTHERN COLORADO	2/10/2005	774,480	\$2,304,806.74
ETCT	CT	EASTERN CONNECTICUT	1/3/2005	335,944	\$721,349.23
NTCT	CT	NORTHWEST CT	9/1/2004	672,947	\$486,343.08
NWDE	DE	NEW CASTLE COUNTY	8/1/2004	507,343	\$221,664.97
FLNC	FL	NORTH CENTRAL FLORIDA	9/1/2004	334,771	\$774,433.90
PCFL	FL	POLK COUNTY	10/1/2004	586,363	\$4,115,766.32
SCFL	FL	SEMINOLE COUNTY	1/1/2004	374,020	\$629,596.84
TEAM	FL	PALM BEACH COUNTY NORTH	10/1/2005	1,083,523	\$358,515.34
CLGA	GA	CENTRAL GEORGIA	10/1/2005	564,260	\$79,069.34
HWAI	HI	HAWAII	2/1/2004	1,211,537	\$1,405,763.77

EXHIBIT J-1

2005 REPORTED SALES BY FRANCHISE

<u>Code</u>	<u>St</u>	<u>Franchise Name</u>	<u>Start Date</u>	<u>Population</u>	<u>2005 Sales</u>
DMIA	IA	DES MOINES	11/1/2005	459,010	\$49,647.36
SCIA	IA	SIOUX CITY	12/1/2004	149,975	\$841,860.81
SOID	ID	SOUTHWESTERN IDAHO	9/1/2004	478,492	\$218,174.18
INNI	IN	NORTH INDIANAPOLIS	4/25/2005	854,172	\$457,663.60
LABR	LA	BATON ROUGE	6/1/2005	691,533	\$847,310.63
NOLA	LA	GREATER NEW ORLEANS	12/15/2005	975,340	\$0.00
MAPC	MA	PLYMOUTH COUNTY	10/1/2005	390,597	\$110,721.71
CBMD	MD	CHESAPEAKE BAY	4/1/2005	239,226	\$902,311.88
NWMI	MI	NORTHWEST MICHIGAN	3/1/2004	350,948	\$744,107.14
LAMN	MN	LAKES AREA	12/1/2005	126,561	\$0.00
JPMO	MO	JOPLIN AREA	6/8/2005	309,345	\$495,808.13
NMMS	MS	NORTH MISSISSIPPI	9/1/2004	264,756	\$42,898.11
RDNC	NC	RALEIGH / DURHAM	6/1/2005	1,086,332	\$559,490.62
RRND	ND	RED RIVER VALLEY	10/31/2005	179,746	\$60,859.48
LCLN	NE	LINCOLN NEBRASKA	10/1/2005	259,854	\$1,975,432.48
NONE	NE	NORTHERN NEBRASKA	12/1/2005	104,196	\$128,194.27
CLNH	NH	CENTRAL NEW HAMPSHIRE	12/1/2004	811,466	\$1,245,141.58
NJMC	NJ	MORRIS COUNTY	10/6/2005	475,707	\$29,661.21
PANJ	NJ	PASSAIC AND SUSSEX COUNTIES	9/1/2005	637,523	\$39,022.68
SONJ	NJ	SOUTHERN NEW JERSEY	3/1/2004	1,362,626	\$1,086,846.23
BFNY	NY	BUFFALO	2/1/2005	605,320	\$619,470.96
CLEW	OH	CLEVELAND METRO WEST	4/1/2004	1,020,674	\$1,903,220.65
CMOH	OH	CLEVELAND METRO	7/1/2004	1,024,763	\$2,826,803.93
OHFC	OH	COLUMBUS	9/9/2005	1,076,390	\$145,187.12
OHNC	OH	NORTHERN CINCINNATI	8/1/2004	447,745	\$520,666.09
BUPA	PA	BUCKS COUNTY	9/1/2004	605,115	\$307,171.47
WNPA	PA	WESTERN PENNSYLVANIA	11/1/2004	491,903	\$769,239.77
YAPA	PA	YORK AND ADAMS COUNTIES	2/1/2004	477,652	\$235,150.49
KXTN	TN	KNOXVILLE	1/31/2005	844,145	\$696,650.98
NTVA	VA	NORTHERN VIRGINIA	12/1/2005	1,111,492	\$0.00
KSWA	WA	SOUTH KING COUNTY	10/1/2004	518,534	\$818,947.22
WAWK	WA	WEST KING COUNTY	12/1/2005	733,325	\$0.00
NOWI	WI	NORTHEAST WISCONSIN	10/1/2004	438,896	\$1,149,967.96
Total Reported Sales					\$40,372,579.34
Number of Franchises					54
Average Reported Sales per Franchise					\$747,640.36

TABLE 3: TRANSFERRED FRANCHISES IN BUSINESS AT LEAST TWO YEARS

BIRS	AL	BIRMINGHAM S AL	7/1/1985	469,745	\$1,472,635.00
IESG	CA	THE INLAND EMPIRE	11/1/1995	353,756	\$5,003.00
TCCA	CA	THE TRI-COUNTY AREA	3/1/1998	819,603	\$161,943.62
FRCO	CO	FRONT RANGE	6/1/2000	1,208,529	\$71,180.76
SOCO	CO	SOUTHERN COLORADO	7/1/2002	774,480	\$821,635.79
PBNO	FL	PALM BEACH COUNTY	9/1/2003	1,022,829	\$2,899,534.46
PCMA	MA	PLYMOUTH COUNTY	6/1/2003	381,309	\$647,161.94
CHES	MD	CHESAPEAKE BAY	10/1/1995	239,226	\$1,822.12

EXHIBIT J-1

2005 REPORTED SALES BY FRANCHISE

<u>Code</u>	<u>St</u>	<u>Franchise Name</u>	<u>Start Date</u>	<u>Population</u>	<u>2005 Sales</u>
RLNC	NC	RALEIGH/DURHAM	1/1/2002	1,001,189	\$600,879.75
REDR	ND	RED RIVER VALLEY	11/1/1995	170,666	\$3,166,528.37
LINC	NE	LINCOLN NEBRASKA	8/1/1992	216,271	\$3,179,013.40
BUFF	NY	BUFFALO	4/30/2000	640,452	\$122,105.24
KNOX	TN	KNOXVILLE TN	2/1/1974	981,066	\$0.00
XSVA	VA	SUBURBAN VIRGINIA	5/1/2002	488,896	\$407,853.61
WKWA	WA	WEST KING COUNTY WA	9/1/2000	702,022	\$872,663.70

TABLE 4: TRANSFERRED FRANCHISES IN BUSINESS LESS THAN TWO YEARS

BRLA	LA	GREATER BATON ROUGE	6/1/2004	691,533	\$720,304.42
FCOH	OH	COLUMBUS	8/1/2004	1,076,390	\$72,825.22

TABLE 5: TERMINATED FRANCHISES IN BUSINESS AT LEAST TWO YEARS

MYER	FL	FORT MYERS	12/31/1999	430,063	\$851,796.45
DESM	IA	THE DES MOINES AREA	9/1/1996	320,560	\$0.00
CILL	IL	SOUTH CENTRAL ILLINOIS	9/1/1994	322,208	\$601,228.47
NEWO	LA	GREATER NEW ORLEANS	2/1/1996	930,221	\$1,052,015.94
MABV	MI	SW MICHIGAN - ABV	1/1/2003	241,018	\$245,240.06
JCMO	MO	JEFFERSON CITY - COLUMBIA	10/1/2002	213,665	\$0.00
MONJ	NJ	MORRIS COUNTY	12/1/2002	475,707	\$20,669.81
EDTX	TX	PARK CITIES AND EAST DALLAS	8/1/2002	610,793	\$0.00
NDTX	TX	NORTH DALLAS & COLLIN COUNTY	11/1/2000	787,991	\$191,527.72
SDTX	TX	SOUTHWEST DALLAS COUNTY	8/1/2003	311,267	\$4,562.15

TABLE 6: TERMINATED FRANCHISES IN BUSINESS LESS THAN TWO YEARS

CATC	CA	THE TRI-COUNTY AREA	9/1/2005	819,603	0
CVVA	VA	GREATER CHARLOTTESVILLE	6/1/2004	679,046	\$329,659.46

EXHIBIT J-2

Sale Prices of Existing Operating Franchises

EXHIBIT J-2

**SALE PRICES OF EXISTING OPERATING FRANCHISES
FOR THE YEARS 2003, 2004 2005
(Excludes Transfers of Partial Interests)**

<u>CLOSING DATE</u>	<u>SELLING PRICE</u>	<u>SALES PRIOR 12 MOS.</u>	<u>PRICE TO SALES RATIO</u>	<u>BUYER & SELLER RELATED</u>
01/18/03	62,500	338,675	0.18	
04/05/03	140,000	467,498	0.30	
04/22/03	150,000	544,686	0.28	
06/02/03	915,000	3,386,777	0.27	
06/17/03	200,000	589,635	0.34	
08/29/03	150,000	1,052,571	0.14	
10/21/03	525,000	1,508,947	0.35	
11/07/03	450,000	1,252,814	0.36	
12/31/03	350,000	306,494	1.14	
01/30/04	227,500	1,147,446	0.20	
02/14/04	825,000	2,358,821	0.35	
03/22/04	1,200,000	2,736,708	0.44	
07/01/04	506,445	1,607,778	0.31	
07/19/04	250,000	1,016,330	0.25	
07/25/04	270,000	774,945	0.35	
08/01/04	150,000	603,496	0.25	
09/01/04	600,000	2,045,494	0.29	
09/17/04	900,000	2,882,747	0.31	
10/01/04	30,000	109,161	0.27	
10/07/04	235,000	486,204	0.48	
12/01/04	164,000	488,373	0.34	Yes
01/01/05	300,000	565,389	0.53	Yes
01/15/05	75,500	707,151	0.11	
02/04/05	100,919	565,825	0.18	
02/10/05	630,000	2,245,075	0.28	
03/10/05	300,000	515,869	0.58	
03/21/05	52,500	53,213	0.99	
04/15/05	725,000	1,889,594	0.38	
04/27/05	375,000	945,864	0.40	
07/25/05	50,000	235,425	0.21	Yes
07/25/05	100,000	259,614	0.39	
09/09/05	450,000	4,003,255	0.11	
09/30/05	1,200,000	5,379,669	0.22	
10/01/05	500,000	3,245,505	0.15	
10/15/05	300,000	1,893,743	0.16	
12/15/05	175,000	1,069,664	0.16	