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Arizona Corporation Commission
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Kent Maerki
kentmaerki@gmail.com
10632 N. Scottsdale Road
Suite B479
Scottsdale, AZ 85254
(480) 422-9714

BEFORE THE ARIZONA CORPORATION COMMISSION

KENT MAERKI: IN PRO PER

In the matter of: KENT MAERKI and NORMA JEAN COFFIN, husband and wife, DENTAL SUPPORT PLUS FRANCHISE, LLC, an Arizona limited liability company, Respondents	Docket No. S-20897A-13-0391 **RESPONDENTS SUMMARY BRIEF**

Because of Judge Stern's strong request, I am submitting this document in a very brief form. It is simply an abridged summary overview of Ms. Coy's accusations along with additional logical conclusions that must be reached as a result of the hearing. While the urge to provide more detail was present, the author respects that Judge Stern desires a concise brief as he had stated.

My primary Exhibit is Exhibit III, the Dental Support Plus Franchise, LLC Franchise Disclosure Document ("FDD"), which I have included in its entirety along with excerpted parts which I have excerpted **(See Exhibit III)**. The FDD is the basis for all understandings, disclosures and agreements between Dental Support Plus Franchise, LLC ("DSP") and its Franchisees. The FDD supports that DSP was always a franchise and that each franchisee purchased a franchise business from DSP, the franchisor. **It is a very important document**

relevant to the entire case. Additionally, I have included each of the DSP state approval forms from each of the states that require that a franchise offer passes approval and registers before offering franchises **(See Exhibit I)**. Furthermore, I have included **Exhibit II**, for convenience, which includes three sub-exhibits: Exhibit 1, the receipt that every prospective DSP franchisee signed acknowledging physical receipt of the 301-page DSP FDD; Exhibit 7, the Franchise Disclosure Questionnaire which every prospective DSP franchisee was required to complete; and Exhibit H, a list of the state administrators from states that require registration of franchises.

Wendy Coy ("Ms. Coy") initiated the hearing with her statement that the creation of Dental Support Plus Franchise, LLC ("DSP") was essentially an illusion created by Kent Maerki ("Maerki"). The conclusion she appeared to wish to convey to the Court was that DSP was <u>not</u> created to be a franchise when, in fact, that was exactly what it was created to be and became. It was a franchise created by a law firm within Federal Trade Communications ("FTC") guidelines and approved by states requiring approval and registration.

In spite of her contention otherwise, throughout the hearing, Ms. Coy and her witnesses confirmed that DSP was, in fact, intended to be a franchise, and nothing else, by their continued references to the DSP Franchise Disclosure Document ("FDD"). Additionally, Maerki's witnesses confirmed the same. DSP was established with the engagement of Shelton & Power, a law firm specializing in franchise law, and the creation of the FDD.

Ms. Coy provided no effective argument or testimony that DSP was not a franchise. DSP was created, as a franchise, by Maerki and the law firm of Shelton & Power (a firm specializing and expert in franchise law).

Furthermore, all of the states that require approval for the sale of franchises, for which DSP requested approval, approved DSP as a franchisor to sell DSP Franchises in their states **(please see attached state approvals – Exhibit I)**.

Ms. Coy attempted to support her contention that DSP was not a franchise with a lot of irrelevant flack. In spite of the flack, it should have been impossible for her to conclude that DSP was anything other than a franchise. But she persisted. Testimony of witnesses, as well as an expert witness, along with DSP documentation (the FDD) support that DSP offered prospective franchisees a business opportunity organized as a franchise—that's all. The DSP franchise offer cannot be logically or legally construed to be anything other than a franchise and that is what the franchisees knowingly purchased **(see Exhibit II, sub-exhibit 7, Franchise Disclosure Document)**. This document was completed by each prospective DSP franchisee wherein each DSP franchisee stated that he/she *"understand[s] all of the information contained in the Franchise Disclosure Document,"* he/she *"understands that the success or failure of your business will depend in large part upon your skills and abilities..."* Each prospective DSP franchisee signed Exhibit 7 under the paragraph reading, ***"By signing this Franchise Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions. You acknowledge that Dental Support Plus, LLC is relying on the accuracy of the above information, and the information set forth above is true and correct...any representations or oral discussions which are not contained in this document [the FDD], are hereby expressly forever disclaimed as of the Effective Date."***

Exhibit 7, of the DSP FDD confirms that each DSP franchisee knowingly purchased a franchise business for which he/she was responsible; each knowing, unequivocally, that he/she was not "investing" in a passive investment security.

I urge the Court to look at the facts and the truth. Ms. Coy did not prove her allegations, accusations and fiction, possibly because of her apparent misunderstanding of what a franchise truly is. She had attempted to support her proposition that DSP was a security, when, in fact, it was a business opportunity offered as a franchise. It was not an investment security primarily because it was a business purchased and run by the purchaser (the franchisee) who was fully accountable for the operation of the business as agreed to in the FDD and who then signed and notarized Franchise Agreements. It was not a passive investment.

The business failures of DSP, DSP franchisees and DSP approved vendors does not make DSP something other than what it was. It was a bona fide franchise business created properly and legally according to Federal Trade Commission ("FTC") guidelines and state guidelines for which DSP was approved by each registration state (see Exhibit I). The following documents fully demonstrate this.

Each franchisee signed each the following:

1. A Receipt for the DSP Franchise Disclosure Document ("FDD") **(see Exhibit 1, of DSP FDD) (also available within Exhibit II of this brief)**.

a. This is a 2-copy form (one for the prospective Franchisee and one for DSP, the Franchisor. Each prospective Franchisee was required to sign and return this receipt to DSP acknowledging receipt of the entire FDD.

2. Each FDD was prepared, by the law firm of Shelton & Power, according to the rules of the state in which the Franchisee resided. Each form was signed by the DSP Franchisee and DSP Franchisor. (see Exhibit G of DSP FDD).

3. Each DSP Franchisee and the DSP Franchisor were required to sign a Telephone Number Assignment Agreement and Power of Attorney Franchise Agreement Credit and Security Agreement (see Exhibit 9, DSP FDD).

4. Each DSP Franchisee and the DSP Franchisor were required to sign an Authorization Agreement Automatic Deposits (ACH Withdrawals) (see Exhibit 8, DSP FDD).

5. Each DSP Franchisee was required to complete, initial and sign a Franchise Disclosure Questionnaire **(see attached Exhibit 7, DSP FDD) (also available within Exhibit II of this brief)**. This form was submitted by each DSP prospective Franchisee to the DSP law firm of Shelton & Power, where it was reviewed and the prospective Franchisee was approved or disapproved.

NOTE: Exhibit 7 states, *"As you know, Dental Support Plus Franchise, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchise Business. In this Franchise Disclosure Questionnaire, Dental Support Plus Franchise, LLC will be referred to as "DSP," we or "us." The purpose of this Questionnaire is to determine whether any statements were made to you that we did not authorize and that may be untrue, inaccurate or misleading."*

Exhibit 7 goes on to state in bold type, ***"Other than what was contained in the FDD, or consistent with the information in the FDD, You were not given information by Dental Support Plus Franchise, LLC, or its or their representatives regarding the following:"***

	True	False
Actual sales or profits of other units	☐	☐
Average sales or profit figures	☐	☐
Projections as to how much money a franchise could make	☐	☐
Projections as to the level of sales a franchise could make	☐	☐

Exhibit 7 goes on to further qualify a prospective DSP Franchise as a suitable DSP Franchisee by further asking 13-Questions, most of which, if answered unacceptably, would have disqualified the prospective Franchisee as a DSP Franchisee **(see attached Exhibit 7, DSP FDD) (also available within Exhibit II of this brief)**.

Exhibit 7 goes on to further qualify a prospective DSP Franchise as a suitable DSP Franchisee by further asking 13-Questions, most of which, if answered unacceptably, would

have disqualified the prospective Franchisee as a DSP Franchisee (see attached Exhibit 7, DSP FDD) (also available within Exhibit II of this brief).

6. Exhibit 6 is the DSP Franchise Marks document (see Exhibit 6, DSP FDD).

7. Exhibit 5 refers to Multi-State Addendums (see Exhibit 5, DSP FDD).

8. Exhibit 4 is a directory of Franchise Holder of 5%, or More, Legal, or Beneficial Interest in Franchise; Officers, Directors and Managers (see Exhibit 4, DSP FDD).

9. Exhibit 3 is a Guaranty and Assumption Obligation (see Exhibit 3, DSP FDD).

10. Exhibit 2 is a Non-Disclosure and Non-Competition Agreement. (see Exhibit 2, DSP FDD).[1]

11. Exhibit 1 is a General Release by a DSP Franchisee. (see Exhibit 1, DSP FDD). [2]

It should be quite clear that by entering into a franchise agreement with DSP, a prospective franchisee was provided with substantial material and documentation within the FDD. It is noteworthy that the FDD, while 301-pages in length, is organized in such a method as to be easy to navigate and understand. As a result, all who received it were not given an overwhelming document. The DSP FDD was organized according to FTC guidelines to be a comprehensive understanding of the franchisor/franchisee relationship and all responsibilities.

The FDD was organized into specific, understandable, basic sections:

Pages 1 through 51 contain a complete explanation of the business.

Exhibits A through I are primarily documents, most of which, must be executed by the franchisee and franchisor. Within the Franchisee Agreement alone, there are more than 20

[1] Form requires notarized signatures for Franchisees.

[2] Form requires notarized signatures for Franchisees.

areas where the franchisee must complete and/or sign documentation (most signatures require notarization).

The process of a prospective franchisee becoming a DSP Franchisee was forthright, understandable, and organized properly and legally. Each DSP Franchisee had read and acknowledged understanding the business and his/her responsibilities.

Every DSP Franchise was fully aware that he/she was purchasing a DSP Franchise. Each knew they were the owners of the DSP Franchise business and responsible for running the DSP Franchise business. Each also knew that his/her Franchise Agreement allowed them to have employees, contractors as well as to retain vendors, approved ("Approved Vendors") by DSP. In doing so, it was clear that the DSP Franchisees gave up no control, ownership nor responsibilities of the business, not to DSP nor to the Approved Vendors. While the success or failure of Approved Vendors may positively or negatively effect the success of a franchise, it does not have any effect on the control, ownership or responsibilities of the business—that remains with the DSP Franchisee.

DSP had approved the following vendors as Approved Vendors allowing DSP Franchisees to utilize these vendors for soliciting Dentists who desired patients and prospective patients who wanted Dentists: Metromedia (patients), Orocare (dentists), Web-Op and Saleamp. Of each $20-$25,000 DSP Franchise sold by DSP and contracted by a DSP Franchise, DSP paid one, or more, of the Approved Vendors total initial fees of $14,000 to attract dentists and patients. Additionally, the Approved Vendors were to be entitled to additional production remuneration.

Maerki's reason for organizing DSP was to create a franchise business enterprise in which the franchisees and the franchisor would work together and profit. The only way the

franchisor, DSP and Maerki, could profit is when franchisees profit, and then share with DSP, a royalty. DSP was organized for the long-term and a profitable outcome. Such did not happen and Maerki further capitalized DSP with his personal funds until the company ultimately failed. DSP was conceived, organized and created as a bona fide franchise under FTC guidelines and according to approval state sanctions.

Capitalizing a company with investor money was never a discussion or consideration. We wanted the help of franchisees working and building a franchise organization. While DSP failed as a business enterprise, DSP was mischaracterized by Ms. Coy as an investment security. Individuals and organizations purchased DSP Franchise businesses. As a result of reviewing, discussing, reading and signing more than 301-pages of franchise documents (many of which were notarized), it is inconceivable that Ms. Coy, or anyone, could imagine that DSP was anything but a franchise.

All prospective DSP Franchisees received a 301-page DSP FDD organized according to FTC guidelines and subject to registration state guidelines. The DSP FDD is the only document that the franchisor and the franchisee relied upon from which to established a relationship. The DSP FDD established 100% of the working relationship between the DSP Franchisee and the DSP Franchisor. All DSP Franchisees signed all documents required by the DSP FDD.

Ms. Coy's argument that DSP was a security is without any foundation whatsoever, in that one can not reasonably purchase a franchise business from a franchisor, read and sign a franchise disclosure document, and imagine that he/she has "invested" in a "passive" investment such a stock, bond, mutual fund, etc. There is no correlation between DSP Franchise ownership and an investment security. In that DSP and its franchisees failed as a business does not make it anything less than what it was—a franchise.

Dental Support Plus Franchise, LLC and Kent Maerki sold franchises according to FTC guidelines with a proper Franchise Disclosure Document approved in every registration state. The business ultimately failed for myriad reasons. Neither the franchisees nor the franchisor profited—both lost money.

DATED: October 19, 2015

Kent Maerki
In Pro Per

Exhibits

Exhibit
I

Copies of Approvals of DSP
from
States that Require Approval
of
Franchises to be Sold

DEPARTMENT OF BUSINESS OVERSIGHT

Ensuring a fair and secure financial services marketplace for all Californians

Jan Lynn Owen
Commissioner of Business Oversight
San Francisco, California

MAR - 7 2014

IN REPLY REFER TO:
FILE NO: 995-4515

Ms. Lynne Shelton, Esq.
Shelton & Power, LLC
202 Walton Way, Ste. 192
Cedar Park, Texas 78613

Applicant: Dental Support Plus Franchise LLC

Dear Ms. Shelton:

We are enclosing the order issued in the above-entitled matter.

Sincerely,

Rafael Lirag
Senior Corporations Counsel
Department of Business Oversight
415-972-8576

Enclosure

STATE OF CALIFORNIA
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF BUSINESS OVERSIGHT

File No. 995-4515

Applicant: Dental Support Plus Franchise, LLC

ORDER
DECLARING EFFECTIVENESS OF AMENDMENT TO REGISTRATION

The terms of the application filed on March 5, 2014, for amendment to registration heretofore effective on June 28, 2013, are approved and said application for post-effective amendment to registration is effective as of the date hereof.

Dated: San Francisco, California

MAR - 7 2014

Jan Lynn Owen
Commissioner of Business Oversight

By _____
Rafael Lirag
Senior Corporations Counsel

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

FILE COPY

Registration Application Confirmation

We have received your franchise registration application and processed your payment. An e-mail has been sent to the franchise contact person. Pursuant to sec. 553.26(3), Wis. Stats., "Registration is effective upon receipt of the notification by the division. The notice shall be effective for one year from the date on which the division receives it." Print this page as a confirmation that your registration has been received.

Please retain the information below. Should you have any inquiries regarding this registration, please have the file number available. This information may also be useful for future registrations or for filing amendments.

Franchise File Number:	602742
Franchise Legal Name:	Dental Support Plus Franchise, LLC
Application Date:	6/10/2011
Franchise Registration Effective:	From 6/10/2011 to 6/10/2012
DFI Transaction Number:	201106102631440
Purchase Total:	$400.00
You will see a charge on your credit card from:	WI Dept of Financial Inst

View a Printer Friendly copy of your Franchise Application Form

Submit or search for another Franchise Filing

Visit DFI Securities and Franchising Home Page

Filing Details

Franchisor Name and Address

Filing Number	939485#
Filing Status	Uhjlvwhuhg#
Franchise Legal Name	Ghqwdc#Vxssruw#Scxv#Iudqfklvh/#OOF#
Franchise Trade Name (DBA)	Ghqwdc#Vxssruw#Scxv#
Franchise Business Address	;47<#Qruwk#;:wk#Vwuhhw/#Vxlwh#46<# Vfrwwvgdcn/#D]#;858;#XVD#

Filings for this Registration

Legal Name	Trade Name	Type	Status	Effective
Ghqwdc#Vxssruw#Scxv#Iudqfklvh/#OOF	Ghqwdc#Vxssruw#Scxv	Uhjlvwudwlrq	Uhjlvwhuhg	826325346#

States Application Filed

States Filed

Fddiruqld
Kdzdll
Lodqrlv
Lqgldqd
Pdu|odqg
Plqqhvrwd
Qhz#\run
Qruwk#Gdnrwd
Vrxwk#Gdnrwd
Ylujlqld
Zdvklqjwrq

Contact Person

Contact Name	O|qqh#Vkhowrq#
Contact Address	535#Zdowrq#Zd|/#Vwh#4<5# Fhgdu#Sdun#W[#:;946##XVD#
Contact Phone	8450868033<3#636#
Contact Fax	8450868033;7#

Contact for Service of Process

Contact Name	O|qqh#Vkhowrq#
Contact Address	535#Z dowrq#Z d|/#Vwh#4<5# Fhgdu#Sdun#W[###:;946#

Consent to Service of Process

Organization Type	OOF#
Organized under laws of	Dul}rqd#
Officer Name	Nhqw#P dhunl#
Officer Title	P hp ehu#

Franchise Disclosure Document

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STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
SECURITIES DIVISION
P.O. Box 9033 • Olympia, Washington 98507-9033
Telephone (360) 902-8760 • TDD (360) 664-8126 • FAX (360) 902-0524 • Web Site: www.dfi.wa.gov/sd

LYNNE D SHELDON Esq.
SHELTON & POWER LLC
202 WALTON WAY STE 192
CEDAR PARK TX 78613

Renewal of Franchise Registration Permit

Franchise:	**DENTAL SUPPORT PLUS LLC – DENTAL SUPPORT PLUS FRANCHSE LLC** (Doing business for DENTAL SUPPORT PLUS FRANCHSE LLC)
Franchise Permit No.:	**70014894** (Please include this Franchise Permit No. in all correspondence.)
Permit Renewed:	**November 19, 2013**
Permit Expires:	**November 19, 2014**

The franchisor named above is hereby granted the authority to offer and sell franchises in the state of Washington. This permit is conditioned upon maintaining compliance with the Washington Franchise Investment Protection Act, Ch. 19.100 RCW; the rules, policy statements and interpretive statements promulgated thereunder.

The following special conditions also apply:

- ☐ In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all initial training that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

All material changes to any offering circular, addendum, franchise agreement, subscription agreement; all advertising materials; and all agreements with franchise brokers shall be filed with and authorized by the Securities Administrator prior to use.

It is unlawful for any franchisor or subfranchisor to employ a franchise broker unless the franchise broker is registered pursuant to Ch. 19.100.140, RCW.

This franchise offering may be denied renewal in this state if audited financial statements, as required by WAC 460-80-140(a) and WAC 460-80-315, are not filed with or before the renewal application.

This permit will remain in effect until the expiration date stated above unless it is suspended or revoked by the Administrator, or canceled at the franchisor's request. The violation, intentional or inadvertent, of any of the above or subsequent conditions of this permit shall render this permit null and void. The acceptance of this permit is deemed to be full assent to all of its conditions.

Dated:	**January 22, 2014**
Contact:	**Carol Kelsey**
Phone:	**1-360-902-8738**
E-mail:	**carol.kelsey@dfi.wa.gov**

RONALD W. THOMAS
DIRECTOR

THOMAS M. GOULDIN
DEPUTY DIRECTOR

COMMONWEALTH OF VIRGINIA

MAILING ADDRESS:
P.O. BOX 1197
RICHMOND, VA 23218-1197

WWW.SCC.VIRGINIA.GOV/SRF

STATE CORPORATION COMMISSION
DIVISION OF SECURITIES AND RETAIL FRANCHISING

October 21, 2013

Via: FACSIMILE

Lynne Shelton, Esq.
Shelton & Power, LLC
202 Walton Way, Suite 192
Cedar Park, TX 78613

Re: Dental Support Plus, File # 4794

Dear Shelton:

Please be advised that as of October 21, 2013, the application for franchise registration of Dental Support Plus Franchise, LLC has been cleared, pursuant to the provisions of the Virginia Retail Franchising Act. This registration will remain effective until the annual expiration date, October 21, 2014. A renewal application should be filed thirty (30) days prior to October 21, 2014, pursuant to Rule 21 VAC 5-110-50 to prevent a lapse in registration.

It should be noted that clearance by the Division does not reflect upon the merits of the application, the disclosure document or the business conducted. If during the registration period any material change occurs, the franchisor must, by post-effective amendment, inform the Division of such occurrence. (See § 13.1-561 of the Virginia Retail Franchising Act and Rule 21 VAC 5-110-40.)

Should you have any questions or comments, please contact the undersigned at (804) 371-9319.

Sincerely,

Griffin McGuire

Griffin C. McGuire
Senior Examiner

Name: **DENTAL SUPPORT PLUS FRANCHISE, LLC DBA DENTAL SUPPORT PLUS FRANCHISE, LLC; DENTAL SUPPORT PLUS, LLC**	# 1

Registration Date:	
Exemption Date:	**12/23/2010**
Termination Date:	
Address:	**17200 N PERIMETER DR. STE 100 SCOTTSDALE, AZ 85255**
File Number:	**2010-0394**
Contact:	
	,
Status:	**Exemption**
Surety Type:	

south dakota department of
labor and regulation

Division of Securities
Tel: 605.773.4823
Fax: 605.773.5953
dlr.sd.gov/securities

September 3, 2013

M Lynne Shelton
Shelton & Power LLC
3000 Joe DiMaggio Blvd Suite 68
Round Rock TX 78665

RE: DENTAL SUPPORT PLUS FRANCHISING, LLC - #5075
DBA: DENTAL SUPPORT PLUS

Dear M. Shelton:

Franchise Registration is granted for DENTAL SUPPORT PLUS FRANCHISING, LLC D.B.A. DENTAL SUPPORT PLUS in the state of South Dakota effective the date of this letter and Registration Number 5075 is issued. The expiration date for this registration is September 3, 2014.

After a notice filing becomes effective, the applicant has a continuing obligation to notify the director of a going concern within fifteen days after the auditor concludes there is a going concern.

The notice filing of a franchise expires one year following the date of receipt of the initial application, unless the director prescribes a different period by rule or order. A notice filing may be renewed for one year or a shorter period if designated by the director by filing an application to renew in the same manner as set forth in this section, except that the renewal fee is one hundred fifty dollars. Any filing received after the expiration date shall be treated as an initial filing subject to a filing fee of two hundred fifty dollars.

An applicant may withdraw a notice filing if the applicant files a written request for withdrawal with the director. Withdrawal is effective fifteen days from the day on which the withdrawal request is filed unless a shorter period is designated by the director.

Should you have any questions, please contact this office.

Sincerely,

MICHAEL J YOUNGBERG, Director
Division of Securities

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE
INVESTOR PROTECTION BUREAU

(212) 416-8236

June 18, 2014

Lynne Shelton, Esq.
Shelton & Power, LLC
202 Walton Way, Suite 192
Cedar Park, TX 78613

Re: Dental Support Plus	
File Number:	11-0049
Date Received:	4/23/2014
Amendment Number:	4
Effective Date:	6/18/2014
Accounting Year End:	12/31

Dear Sir/Madam:

Please be advised that your application, pursuant to General Business Law Section 683 (9), to amend your franchise prospectus has been accepted for filing, under the same terms and conditions as those contained in the letter accepting your original prospectus for filing and registration. The effective date for this amendment is stated above.

Very truly yours,
Investor Protection Bureau

Barbara Lasoff

Barbara Lasoff
Franchise Section

NORTH DAKOTA
SECURITIES DEPARTMENT

Jack Dalrymple
Governor

Karen Tyler
Securities Commissioner

October 28, 2013

Diane Lillis
701-328-4712
dlillis@nd.gov

LYNNE SHELTON
SHELTON & POWER LLC
202 WALTON WAY
SUITE 192
CEDAR PARK TX 78613

Re: DENTAL SUPPORT PLUS FRANCHISE, LLC
File Number: FR0493

Dear Ms. Shelton:

The application for franchise registration renewal submitted for the above franchisor has been approved.

The renewal will become effective on October 28, 2013. A renewal application must be submitted no later than fifteen business days prior to the expiration date of October 31, 2014.

Regardless of the expiration date, an amendment or renewal filing must be submitted within 120 days of the Franchisors fiscal year end that include the updated audited financial reports.

Sincerely,

Diane Lillis
Examiner

600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, ND 58505-0510

Phone: 701.328.2910
ND Toll Free: 800.297.5124
Fax: 701.328.2946

ndsecurities@nd.gov
www.nd.gov/securities

"Education and Protection for Your Financial Security"

Lynne Shelton

From: donald.wynia@state.mn.us
Sent: Thursday, May 08, 2014 12:24 PM
To: plynne@sheltonpower.com
Subject: MN Commerce Online Filing Submission

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
SECURITIES SECTION

F-6584
Dental Support Plus Franchise LLC
Dental Support Plus

The Annual Report has been reviewed and is in compliance with Minnesota Statute Chapter80C and Minnesota Rules Chapter 2860.

This means that there continues to be an effective registration statement on file and that the franchisor may offer and sell the above-referenced franchise in Minnesota.

The franchisor is not required to escrow franchise fees, post a Franchise Surety Bond or defer receipt of franchise fees during this registration period.

As a reminder, the next annual report is due within 120 days after the franchisor's fiscal year end.

/S/ MIKE ROTHMAN
Commissioner
MN Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

By:
/S/ DONALD WYNIA
Auditor
Securities Registration and Enforcement Section
donald.wynia@state.mn.us
(651) 539-1633

For questions contact COF.Admin@state.mn.us

NASAA Approved form

Form A – Uniform Franchise Registration Application

UNIFORM FRANCHISE REGISTRATION APPLICATION

File No.
(Insert file number of immediately preceding filing of Applicant)

State: ____**Michigan** _____ **Fee:** $250

APPLICATION FOR (Check only one):

____ INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES

__X__ RENEWAL APPLICATION OR ANNUAL REPORT

_____ PRE-EFFECTIVE AMENDMENT

_____ POST-EFFECTIVE MATERIAL AMENDMENT

1. Full legal name of Franchisor:

Dental Support Plus Franchise, LLC

2. Name of the franchise offering:

Dental Support Plus

3. Franchisor's principal business address:

8149 North 87th Street, Suite 139
Scottsdale, AZ 85258

4. Name and address of Franchisor's agent in this State authorized to receive service of process:

Michigan Commissioner of Corporations, and

Lynne Shelton, Esq.
202 Walton Way, Ste 192
Cedar Park, Texas 78613

5. The states in which this application is or will be shortly on file:

California, Connecticut, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, South Dakota, Virginia, Washington, and Wisconsin

DEPT. OF ATTORNEY GENERAL
F I L E D

MAR 30 2013

Registration effective for
ONE YEAR FROM
DATE FILED

6. Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:

By e-mail:
Lynne Shelton at Lynne@SheltonPower.com

By facsimile:
(512) 535-0084

By Mail:
Shelton & Power, LLC
Lynne Shelton, Esq.
202 Walton Way, Ste 192
Cedar Park, Texas 78613

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of Jan 11, 2013. attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Signed at Round Rock, TX **on** Feb, 25, 2013.

Franchisor:

Dental Support Plus Franchise, LLC

By: _____

Name: Kent Maerki
Title: Member

[NOTARY FOLLOWS ON NEXT PAGE]

SHELTON & POWER, LLC

ATTORNEYS AT LAW

Lynne D. Shelton, Esq.
Senior Attorney
Lynne@SheltonPower.com

Jason W. Power, Esq.
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Jason@SheltonPower.com

Erin C. Power
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Erin@SheltonPower.com

Jereme Lane
Legal Assistant
Jereme@SheltonPower.com

Sarah A. Shelton
Administrative Assistant
Sarah@sheltonpower.com

Main Office
3000 Joe DiMaggio Blvd.
Suite 68
Round Rock, TX 78665
Ph: (512) 535-0090
Fax: (512) 535-0084
Toll Free: (866) 993-7262

California
771 Oak Avenue
Suite 3
Folsom, CA 95630
Ph: (707) 578-2312

Florida
13194 US Hwy 301 South
Suite 348
Riverview, Florida 33578
Ph: (813) 319-5462
Fax: (813) 319-5641

August 27, 2013

Respond to: Lynne D. Shelton, Esq.
Main Office
(512) 535-0090

Indiana Secretary of State
Securities Division
302 West Washington Street
Room E-111
Indianapolis, IN 46204

Re: Dental Support Plus Franchise, LLC
File No.: TBD (Previously 12-0865 FR)

To Whom it May Concern,

My firm represents Dental Support Plus Franchise, LLC. Please accept this letter as our request to re-register Dental Support Plus Franchise, LLC in the State of Indiana, as our registration lapsed due to not receiving the audit prior to the deadline. We have updated our previous registered FDD with this year's current information.

I have included the following unless otherwise noted;

1. This Transmittal Letter
2. Form A – Uniform Franchise Registration Application
3. Form B – Franchisor's Costs and Source of Funds
4. Form C – Uniform Franchise Consent to Service of Process
5. Form D – Franchise Seller Disclosure Form (one redacted and one not)
6. Form F – Consent of Accountant
7. One copy of redlined pages from last year's previously registered FDD, even though not required, for your ease of review.
8. One CD with the FDD in .pdf format, as well as all documents listed above
9. A check for $500 made payable to the Indiana Secretary of State

If you have any questions or concerns, please call my office at 512-535-0090. We thank you for your courtesy and consideration in this matter.

Respectfully,

Lynne D. Shelton, Esq.

LS/jls
Cc: file

OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

May 12, 2014

Lynne Shelton
Shelton and Power, LLC
202 Walton Way
Suite 192
Cedar Park TX 78613

Re: Dental Support Plus Franchise, LLC
File No. 673-14

Dear Ms. Shelton:

The Annual Report for the above-referenced franchisor was received and effective April 25, 2014. The franchisor's anniversary date is April 30, 2015. Be advised the annual report documents have not yet been reviewed for compliance with the NASAA Guidelines and the Illinois Franchise Disclosure Act (Act). Per Section 12 of the Act, registration is continuous providing for the franchisor's uninterrupted franchise sales activity in Illinois.

To maintain the effectiveness of your franchise registration, the franchisor must submit its Annual Report no later than one business day prior to the anniversary date. Failure to do so will result in the termination of the registration.

If you have any questions, you may contact the undersigned at (217)782-4465 or the e-mail address below.

Sincerely,

Anne Connelly

Anne Connelly
Franchise Examiner
Franchise Bureau

AC:mlb
aspooner@atg.state.il.us

1-800-HELP-FLA (435-7352)
www.800helpfla.com
www.freshfromflorida.com

DIVISION OF CONSUMER SERVICES
2005 APALACHEE PKWY.
TALLAHASSEE FL 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

April 4, 2014 **Refer To: DTN2528708 BF49115**

DENTAL SUPPORT PLUS FRANCHISE, LLC
10632 N SCOTTSDALE RD STE B STE 479
SCOTTSDALE, AZ 85254

Subject: DENTAL SUPPORT PLUS FRANCHISE, LLC

Dear Sir or Madam:

This letter is to acknowledge receipt of your renewal of the Annual Franchise Notice of Exemption submitted pursuant to Section 559.802, Florida Statutes, the sale of Business Opportunities Act.

The following identification number has been assigned to your business:

Advertisement Identification Number: BF49115

Issued: March 31, 2014

Expires: March 31, 2015

The initial exemption granted under Section 559.802, Florida Statutes, is for a period of one year after the date of filing the notice, and may be renewed each year, for an additional one year, upon filing a notice for renewal and paying a renewal fee of $100.00.

Should you have any questions, please contact this office.

Sincerely,

Marcus A Smith

Marcus A Smith
Regulatory Consultant
850-410-3714
Fax: 850-410-3804
marcus.smith@freshfromflorida.com

STATE OF CONNECTICUT
DEPARTMENT OF BANKING
SECURITIES AND BUSINESS INVESTMENTS DIVISION
260 CONSTITUTION PLAZA – HARTFORD, CT 06103

June 18, 2013

Lynne D. Shelton, Esq.
Shelton & Power, LLC
3000 Joe DiMaggio Boulevard – Suite 68
Round Rock, Texas 78665

Re: Dental Support Plus Franchise, LLC (Our Reference No. 1063965) - Exclusion from the Definition of "Business Opportunity" in Section 36b-61(2)(D) of Chapter 672c of the Connecticut General Statutes, the Connecticut Business Opportunity Investment Act (the "Act")

Dear Ms. Shelton:

We have received your firm's May 29, 2013 and June 18, 2013 e-mailed communications, with attachments, claiming an exclusion from the Connecticut definition of "business opportunity" based on the federally registered status of the mark "Dental Support Plus" (Serial No. 85188594; registered April 24, 2012 under Registration No. 4,130,505) (the "Mark"). According to the U.S. Patent and Trademark Office website, the Mark is currently held by Practice Enhancement Systems, LLC. Included with your firm's June 18, 2013 e-mail was an executed copy of a December 1, 2010 Trademark License Agreement pursuant to which Practice Enhancement Systems, LLC granted to Dental Support Plus Franchise, LLC a license to use the Mark and sublicense its use to franchisees.

Section 36b-61(2)(D) of the Act provides, in part, that: "[S]ections 36b-60 to 36b-80, inclusive, shall not apply to the sale of a marketing program made in conjunction with the licensing of a registered trademark or service mark, provided (i) such trademark or service mark has been effectively registered under federal law; and (ii) for such trademark or service mark initially registered under federal law on or after October 1, 1996, the seller files with the commissioner a copy of the trademark or service mark certificate prior to any offer or sale in the state, provided further that failure to file such certificate shall not, in and of itself, preclude reliance on this exclusion."

Please be advised that, while the franchisor has the burden of proving the exclusion, we will update our records to reflect Dental Support Plus Franchise, LLC's reliance on Section 36b-61(2)(D) of the Act in not renewing its Connecticut business opportunity registration which expired on April 30, 2013. Should you have any questions, please do not hesitate to contact the undersigned at (860) 240-8233.

Very truly yours,

HOWARD F. PITKIN
BANKING COMMISSIONER

By Cynthia Antanaitis
Assistant Director

Exhibit
II

Miscellaneous Exhibits
Excerpted from the
DSP FDD

Exhibit 1
Item 23 from the DSP FDD
Receipt to the Disclosure Document

Exhibit 7
from the DSP FDD
to the Franchise Agreement
Franchise Disclosure Questionnaire

Exhibit H
from the DSP FDD
List of State Administrators

Exhibit 1
Item 23 from the DSP FDD
Receipt to the Disclosure Document

EXHIBIT I
ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT
(Keep this copy for Your records)

This Federal Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Dental Support Plus Franchise, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by your state applicable law.

[New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the Franchise Agreement.]

[Michigan, Oregon, and Washington require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the applicable state agency(ies) listed in Exhibit H.

The franchise seller for this is Kent Maerki, President, whose address is 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258; (480) 304-5565. There are no sub franchisors or franchise brokers offering this franchise for us. Dental Support Plus Franchise, LLC authorizes the respective state agencies identified in Exhibit H to receive service of process for it in the particular state.

The issuance date of this Federal Franchise Disclosure Document is April 14, 2014, the Effective Date for your state, is the date listed on the State Cover Page at the beginning of this Disclosure Document.

The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, does acknowledge receipt from Dental Support Plus Franchise, LLC of the Franchise Disclosure Document for prospective franchisees (to which this Receipt is attached), including the following Exhibits:

A. Financial Statements	B. Franchisee Locations	C. Confidentiality Agreement
D. Deposit Agreement	E. Franchise Agreement	F. Area Development Agreement
G. State Addendums	H. State Administrators	I. Sample Optional Marketing Agreement

Received Date: _____, 201__.

_____
Individually

_____
Print Name

_____
as an officer, member or partner of

_____
name of entity
a_____ state corporation, LLC or partnership
(circle one)

You may return the signed receipt either by signing, dating, and mailing to Dental Support Plus Franchise, LLC at 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258 or by faxing to (480) 393-1938 or you can e-mail it to salesdocs@dspf.co (not .com)

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ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT
(Return this copy to Us)

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G. State Addendums	H. State Administrators	I. Sample Optional Marketing Agreement

Received Date: _____, 201__.

_____
Individually

_____
Print Name

_____
as an officer, member or partner of

_____
name of entity
a_____ state corporation, LLC or partnership
(circle one)

You may return the signed receipt either by signing, dating, and mailing to Dental Support Plus Franchise, LLC at 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258 or by faxing to (480) 393-1938 or you can e-mail it to salesdocs@dspf.co (not .com)

[LAST PAGE]

Exhibit 7
from the DSP FDD
to the Franchise Agreement
Franchise Disclosure Questionnaire

EXHIBIT 7
TO THE FRANCHISE AGREEMENT
FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Dental Support Plus Franchise, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, Dental Support Plus Franchise, LLC will be referred to as "DSP," "we" or "us." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading.

Prospective Franchisee acknowledges:	Date	Initials
Date you received FDD	/	
Date of your first face-to-face meeting with a Dental Support Plus representative for the purpose of discussing the sale or possible sale of a franchise	/	
Date you received the Franchise Agreement with all blanks filled in except signatures	/	
Date you received a copy of any addendum or additional documents, if any, with all blanks filled in except signatures	/	
Date you signed the Franchise Agreement	/	
Date you signed any addendum or additional documents	/	
Earliest date you delivered a check or money to DSP or its representative	/	

Other than what was contained in the FDD, or consistent with the information contained in the FDD, **You were not given** information by Dental Support Plus Franchise, LLC, or its or their sales representative regarding the following:

	True	False	Initials
Actual sales or profits of other units	❒	❒	
Average sales or profit figures	❒	❒	
Projections as to how much money a franchisee could make	❒	❒	
Projections as to the level of sales a franchisee could make	❒	❒	

If you answered "false" to any of the above questions, please explain your answer below.

_____

_____

_____

_____

_____

ACKNOWLEDGMENT REGARDING OWNERSHIP OR OTHER INTEREST

Acknowledgment Regarding Controlling Persons. Franchisee hereby acknowledges that Franchise Owner is a(n):

_____ Individual _____ Corporation
_____ Partnership _____ Limited Liability Company
_____ Joint Venture _____ Other business form _____(describe)

Franchise Owner hereby warrants and represents that the following persons own, either legally or beneficially, voting control of Franchise Owner:

NAME	TYPE OF OWNERSHIP (LEGAL OR BENEFICIAL)	PERCENTAGE OF INTEREST OWNED

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed Dental Support Plus Franchise, LLC Franchise Agreement and each exhibit, addendum and schedule attached to it?
   Yes ____ No ____

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?
   Yes ____ No ____

   If "No", what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

3. You relied on the financial condition of a parent or affiliated company in determining whether to enter into this Agreement.
   Yes ____ No ____

4. Have you received and personally reviewed our Disclosure Document we provided to you?
   Yes ____ No ____

5. Do you understand all of the information contained in the Franchise Disclosure Document?
Yes ____ No ____

If "No", what parts of the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

_____

_____

_____

_____

_____

6. Have you discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?
Yes ____ No ____

7. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?
Yes ____ No ____

8. Other than what was contained in Item 19 of FDD, or collateral marketing pieces consistent with the information contained in Item 19 of the FDD, has any employee or other person speaking on our behalf made any statement or promise inconsistent with Item 19 of the FDD, concerning the revenues, profits or operating costs of the Franchised Business that we or our franchisees operate?
Yes ____ No ____

9. Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ____ No ____

10. Other than what was contained in Item 19 of the FDD has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?
Yes ____ No ____

11. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ____ No ____

12. If you have answered "Yes" to any of questions 8 through 11, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of such questions, please leave the following lines blank.

_____

_____

_____

_____

_____

_____

13. Do you understand that in all dealings with you, our officers, managers, members, directors, attorneys, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and us?
Yes ____ No ____

You understand that your answers are important to us and that we will rely on them.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions. You acknowledge that Dental Support Plus, LLC is relying on the accuracy of the above information, and that the information set forth above is true and correct. (The following persons must sign: each person who owns 5% or more of a corporation or limited liability company, each partner; or sole proprietor). The parties hereto, intending to be legally bound hereby have duly executed and delivered this Franchise Disclosure Questionnaire as the parties last and final Agreement, any representations or oral discussion which are not contained in this document, are hereby expressly forever disclaimed as of the Effective Date.

_____

Print Name: _____
Title: President
SSN# _____

_____

Print Name: _____
Title: Vice-President
SSN# _____

_____

Print Name: _____
Title: _____
SSN# _____

Exhibit H
from the DSP FDD
List of State Administrators

EXHIBIT H
TO FRANCHISE DISCLOSURE DOCUMENT
DENTAL SUPPORT PLUS FRANCHISE, LLC
LIST OF STATE ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure and registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states. There may also be additional agents appointed in some of the states listed.

California
(*State Administrator*)
Department of Business Oversight:
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 Toll Free (866) 275-2677

(*Agent for Service of Process*)
Department of Corporations:
One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972-8559

Hawaii
(*State Administrator*)
Business Registration Division
Commissioner of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(*Agent for Service of Process*)
Department of Commerce & Consumer Affairs
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Indiana
(*State Administrator*)
Indiana Secretary of State
Securities Division, E-111
302 Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(*Agent for Service of Process*)
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

Connecticut
(*State Administrator*)
State of Connecticut, Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230

(*Agent for Service of Process*)
Banking Commissioner
44 Capitol Ave.
Hartford, CT 06106
(860) 240-8299

Illinois
(*State Administrator*)
Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

(*Agent for Service of Process*)
Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Maryland
(*State Administrator*)
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(*Agent for Service of Process*)
Securities Commissioner
Maryland Division of Securities
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Michigan
(*State Administrator*)
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

(*Agent for Service of Process*)
Dept of the Attorney General's Office
Consumer Protection Division
525 Ottawa Street, 6th Floor
Lansing, MI 48909
(517)373-7117

Minnesota
(*State Administrator*)
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
(651) 296-6328

(*Agent for Service of Process*)
Minnesota Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(612) 296-6328

New York
(*State Administrator*)
Bureau of Investor Protection and Securities
State of New York Office of Attorney General
120 Broadway, Room 23-138
New York, New York 10271
(212) 416-8236

(*Agent for Service of Process*)
Secretary of State of New York
41 State Street
Albany, New York 12231
(212) 416-8800

North Dakota
(*State Administrator*)
North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-2910

(*Agent for Service of Process*)
North Dakota Securities Department
State Capitol, Fifth Floor,
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

Oregon
(*State Administrator*)
Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

(*Agent for Service of Process*)
Division of Finance & Corporate Securities
PO Box 14480
Salem, OR 97309
503-378-4140

Rhode Island
(*State Administrator*)
Securities Division, Dept. of Business Regulation
1511 Pontiac Avenue, Bldg. 69-1
Cranston, Rhode Island 02910
(401) 462-9582

(*Agent for Service of Process*)
Director of Rhode Island Dept of Business
Registration
Securities Division
233 Richmond Street, Suite 232
Providence, RI 02903-4232
(401) 222-3048

South Carolina
(*State Administrator*)
Secretary of State
Attn: Business Opportunities and Franchises
P.O. Box 11350
Columbia, SC 29211
(803) 734-1728

(*Agent for Service of Process*)
Secretary of State
Attn: Business Opportunities and Franchises
P.O. Box 11350
Columbia, SC 29211
(803) 734-1728

Texas
(*State Administrator*)
Department of Corporations, Secretary of State
Franchise and Business Opportunity Division
1019 Brazos
Austin, TX 78701
(512) 475-0775

(*Agent for Service of Process*)
Secretary of State
1019 Brazos
Austin, TX 78701
(512) 475-0775

Washington
(*State Administrator*)
Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, WA 98501
(360) 902-8762

(*Agent for Service of Process*)
Director, Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501
(360) 902-8760

South Dakota
(*State Administrator*)
Department of Labor & Regulation
Division of Securities
445 East Capitol Avenue
Pierre, SD 57501-3185
(605) 773-4823

(*Agent for Service of Process*)
Director of South Dakota Securities
445 Capitol Avenue
Pierre, SD 57501
(605) 773-4823

Virginia
(*State Administrator*)
State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

(*Agent for Service of Process*)
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

Wisconsin
(*State Administrator*)
Division of Securities
Department of Financial Institutions
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703
(608) 266-1064

(*Agent for Service of Process*)
Office of the Commissioner of Securities
345 West Washington Avenue
Madison, WI 53703
(608) 266-1064

Copies of the forgoing delivered
This 19th day of October, 2015 to:

Wendy Coy
Arizona Corporation Commission

Docket Control
Arizona Corporation Commission
1200 W. Washington St.
Phoenix, AZ 85007

The Honorable Marc E. Stern
Administrative Law Judge
Arizona Corporation Commission
1200 W. Washington St.
Phoenix, AZ 85007

Exhibit
III

Franchise Disclosure Document
of
Dental Support Plus Franchise, LLC

DENTAL SUPPORT PLUS FRANCHISE, LLC
8149 North 87th Street, Suite 137
Scottsdale, AZ 85258
www.DentalSupportPlus.com
(888) 714-0777

FRANCHISE DISCLOSURE DOCUMENT

April 14, 2014

© Shelton & Power, LLC 14 April 2014

FRANCHISE DISCLOSURE DOCUMENT

DENTAL SUPPORT PLUS FRANCHISE, LLC
(An Arizona Limited Liability Company)
8149 North 87th Street, Suite 137
Scottsdale, AZ 85258
(480) 304-5565 and (888) 714-0777

The franchise described is known as "Dental Support Plus"™. Dental Support Plus is involved in the business of dental patient marketing and referrals. Dental Support Plus franchisees provide dental patients to dentists who are part of the Dental Support Plus family of dentists.

The total investment necessary to begin operation of a Dental Support Plus Single Unit franchised business is $31,000 to $66,300. This includes $30,000 that must be paid to the Franchisor or its Affiliate (s). The total investment necessary to begin operation of a Dental Support Plus Area Developer business is $31,000 to $161,300. This includes $30,000 or more, depending upon the total number of units to be developed, that must be paid to the Franchisor or its Affiliate(s). We do not charge an actual Development Fee, it is an automatic option you have. You have the right to open a total of three units for each unit purchased within 48 months. You only pay the Franchise Fee as you open each unit.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Norma Maule at 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258, email at Norma@DentalSupportPlus.com or telephone her at (480) 304-5565 and (888) 714-0777.

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information.

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

Issuance Date: April 14, 2014

© Shelton & Power, LLC 14 April 2014

STATE COVER PAGE

Your state may have a franchise law that requires a Franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit H for information about the Franchisor, or about franchising in your state. Please consider the following risk factors before you buy this franchise.

RISK FACTORS:

1. THE DENTAL SUPPORT PLUS FRANCHISE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY MEDIATION OR LITIGATION IN ARIZONA, UNLESS OTHERWISE STATED IN THE FRANCHISE AGREEMENT. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO COSTS YOU MORE TO MEDIATE OR LITIGATE WITH US IN ARIZONA THAN IN YOUR HOME STATE. THE AREA DEVELOPMENT AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY LITIGATION IN ARIZONA. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO COSTS MORE TO LITIGATE WITH US IN ARIZONA THAN IN YOUR HOME STATE.

2. THE DENTAL SUPPORT PLUS FRANCHISE AGREEMENT AND THE AREA DEVELOPMENT AGREEMENTS STATE THAT ARIZONA 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.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information comparing Franchisors is available. Call the state administrator listed in Exhibit H or your public library for sources of information. Registration of this franchise by a state does not mean that the state recommends it or has verified the information in this Disclosure Document. If you learn that anything in this Disclosure Document is untrue, contact the Federal Trade Commission and the applicable state agency listed on Exhibit H.

This Disclosure Document is for use in all non-registration states.

Certain states require Franchisors to make additional disclosures related to the information contained in this Disclosure Document. These disclosures are contained in Exhibit G to this Disclosure Document.

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

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This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California:	November 1, 2010	North Dakota:	October 11, 2012
Hawaii:	January 12, 2011	Oregon:	November 22, 2011
Illinois:	December 12, 2013	Rhode Island:	Pending
Indiana	July 26, 2012	South Dakota:	July 26, 2012
Maryland:	December 10, 2012	Virginia:	June 9, 2011
Michigan:	June 20, 2011	Washington:	January 18, 2013
Minnesota:	September 2, 2011	Wisconsin:	June 10, 2011
New York:	April 27, 2011		

In other states, the effective date of the Franchise Disclosure Document is the issuance date of April 14, 2014.

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TABLE OF CONTENTS

ITEM 1 - THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES 1

ITEM 2 - BUSINESS EXPERIENCE 3

ITEM 3 - LITIGATION 4

ITEM 4 - BANKRUPTCY 4

ITEM 5 - INITIAL FEES 4

ITEM 6 - OTHER FEES 5

ITEM 7 - ESTIMATED INITIAL INVESTMENT 9

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 13

ITEM 9 - FRANCHISEE'S OBLIGATIONS 15

ITEM 10 - FINANCING 16

ITEM 11 - FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 16

ITEM 12 - TERRITORY 23

ITEM 13 - TRADEMARKS 24

ITEM 14 - PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 26

ITEM 15 - OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 28

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 28

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 29

ITEM 18 - PUBLIC FIGURES 36

ITEM 19 - FINANCIAL PERFORMANCE REPRESENTATIONS 36

ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION 43

ITEM 21 - FINANCIAL STATEMENTS 51

ITEM 22 - CONTRACTS 51

ITEM 23 - RECEIPT 51

EXHIBITS

FINANCIAL STATEMENTS ..... A
LIST OF FRANCHISE LOCATIONS ..... B
CONFIDENTIALITY AGREEMENT C
DEPOSIT AGREEMENT ..... D
FRANCHISE AGREEMENT ..... E
AREA DEVELOPMENT AGREEMENT ..... F
MULTI-STATE ADDENDUMS ..... G
LIST OF STATE ADMINISTRATORS ..... H
RECEIPTS AND ACKNOWLEDGEMENT I

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ITEM 1 - THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the words "we," "our" and "us", "DSP" and "DSPF" refer to Dental Support Plus Franchise, LLC, the franchisor of this business. "You" and "your" refer to the person who buys the franchise, whether you are an individual, a Corporation, Limited Liability Company or other business entity. If You are a Corporation, Limited Liability Company or other business entity, certain provisions of this Disclosure Document also apply to your owners and will be noted. Our agent for service of process is disclosed at the end of this Disclosure Document in Exhibit H.

The Franchisor

We were organized as a Limited Liability Company in Arizona on November 19, 2010. We had a predecessor Dental Plus Franchise, Inc. a Delaware corporation, who neither sold nor offered franchises under that name, prior to changing our name to Dental Support Plus Franchise, LLC to match our Branding. We have no parents. Our principal business address is 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258. We do business under our company name and the names "DSP", "DSPF", and "Dental Support Plus", "Dental Support Platform" and "DSP Franchise." We have offered franchises since January 1, 2011.

We grant franchises to qualified persons or business entities in connection with the service mark "Dental Support Plus" and other related logos (collectively referred to as the "Marks").* We refer to these businesses as "DSP Businesses." We refer to the DSP Businesses You will operate as the "Franchised Business." In addition to granting franchises for individual DSP Businesses, we also allow certain Franchisees who fit our criteria to become Developers. Developers open and operate a predetermined number of additional DSP Businesses in a specified Development Territory. You must operate the Franchised Business in accordance with our standards, methods, procedures and specifications, which we refer to as our "System" and which are more particularly described in our Franchise Agreement.

Dental Support Plus Franchise, LLC has never operated a DSP Business, however, our Affiliate has. We are not engaged in any other line of business, nor have we, or our predecessor, ever offered franchises in another line of business.

Our Affiliates

We have an Affiliate, Practice Enhancement Systems, LLC is the holder of the trademarks and has been in business since May 2010. Practice Enhancement Systems, LLC located at 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258 has licensed exclusively to Dental Support Plus Franchise, LLC all the trademarks and proprietary property for a period of 99 years. Our Affiliate does not offer nor has it previously offered a franchise in this or any other line of business.

General Description of the Franchise, Market and Competition

The Franchise is a dental marketing company focused on providing patients to the Dentist Network. The dental care services market in the United States are generally delivered through a fragmented system of local providers, primarily sole practitioners, or small groups of dentists, orthodontists or other dental specialists, practicing at a single location with a limited number of professional assistants and business office personnel. According to the 2008 American Dental Association Survey and additional sources utilized by them, there were approximately 180,000 privately practicing dentists in the United States[1]. Nearly 89.1% of the nation's private

* Capitalized terms not otherwise defined have the same meaning as in our Franchise Agreement attached as Exhibit E to this Disclosure Document.

1 See 2008 ADA Survey.

2 See 2008 ADA Survey.

3 See 2008 ADA Survey.

4 US Centers for Medicare and Medicaid Services, Office of the Actuary, National Health Statistics Group ("US National Health Statistic Group"); and US Department of Commerce, as cited in ADA News, dated January 23, 2008.

practitioners work either as sole practitioners or in a practice with one other dentist[2]. The balance of dentists (10.9%), practice in groups with 2 or more dentists[3]. However, dental, orthodontic and other specialty centers have followed the trend of the health care industry generally and are increasingly forming larger group centers.

The annual aggregate domestic market for dental services was estimated to reach $95.2 billion by the end of 2007 from $31.7 billion in 1990, an increase of 188%[4]. Growth in dental services expenditures is to increase an additional 74.4% from 2007 to 2017[5]. Within the total market for dental services in the United States, there are, in addition to general dentistry, a number of specialties including orthodontics (the straightening of teeth and remedy of misalignment of bite problems), periodontics (gum care), endodontics (root canal therapy), oral surgery (tooth extraction) and pedodontics (care of children's teeth). In contrast to other health care expenditures, dental services are primarily paid for by the patient. According to the U.S. Department of Health and Human Services, consumer out-of-pocket expenditures accounted for 49.2% of total dental services payments in 2005[6].

We believe that the growth in the dental industry has largely been driven by four factors: (i) an increase in the availability and types of dental insurance; (ii) an increasing demand for dental services from an aging population; (iii) the evolution of technology which makes dental care less traumatic; and (iv) an increased focus on preventive and cosmetic dentistry. In 2006, nearly 67.6% of adults between the ages of 18-64 in the U.S. population visited a dentist[27]. This percentage is up from around 50% for most of the 1970's. We believe, considering the effect of advances in preserving and protecting teeth and their supporting structures over the last several decades. It is virtually certain that the total number of teeth to be retained and maintained will only continue to increase in the future.

DSP is one of a few franchisors in the United States dealing in the dental marketing industry. DSP offers the assistance and marketing services for dentists by adding individuals and groups of dental patients to their practice ("dental patients"), utilizing proprietary software, which structures provide dentists to track the patient's workflow, services, billing and cash flow. Our referral of dental patients allows dentists to achieve higher gross sales within their existing patient centers. The dental practices that are part of the dentist network pay fees for marketing, scheduling and support services.

We also have developed a unique 'Dentist Network', which allows dentists to obtain new patients through our Franchise Business. Our services assist in patient tracking, dental practice schedules and addresses and/or phone numbers allocated to each Franchised Business. All Franchisees or Area Developers will be provided not only with a support system for installing high quality dental tracking systems, but also the capability of delivering to their clients additional new dental patients for the dentist's practice. Depending on the area, You will be allocated a designated Territory where advertising and marketing may take place and patients may be scheduled with any dental practice in the Dental Network. Generally, at least one designated Dental Network practice will be located within a Territory with a population of 10,000-20,000 persons depending upon demographics which include, but are not limited to, income, age and accessibility. Your designated Territory which is non-exclusive as are the territories for other Franchisees and all territories may be located in a territory near, adjacent or overlapping another Territory. You will provide patient leads for the Dentist Network in your Territory and You will receive regular updates regarding the production and collections for your scheduled patients.

We offer You the right to operate your franchise in one or more Territories we approve. Your Franchise includes a no additional upfront cost option to become an Area Developer for two additional Franchise Territories, which must be developed within four (4) years from the date the Franchise Agreement is first executed. Multi-Unit Area Developer Franchises above three (3) Franchise Businesses are sold under the same registration, if any, and Franchise Disclosure Document. The Multi-Unit Franchisee would pay $25,000 for the first additional Franchise Business with the option to develop two more within forty-eight months at no additional upfront cost. Developers will sign the Area Development Agreement at the time of executing the initial Franchise Agreement. (See Exhibit F).

You will compete for customers with independent and group dental organizations and franchised businesses. You may also encounter competition from Us, our Affiliate or other franchisees.

Regulations

5 US Centers for Medicare and Medicaid Services, National Health Expenditure Projections, 2007-2017 and Survey Center calculations.

6 US Department of Health and Human Services, Agency for Healthcare Research and Quality (2008), "Statistical Brief #195."

7 American Dental Association (2008), "2007 Public Opinion Survey: Oral Health of the U.S. Population."

The dental marketing industry as with any business is regulated. Many of the laws, rules and regulations that apply to business generally, such as the Americans with Disabilities Act, Federal wage and hour laws and the Occupational Safety and Health Act, also apply to dental marketing businesses. You will be required to comply with all Federal, State, and local laws, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will timely obtain, maintain and renew when required all permits, certificates, and licenses necessary for the proper operation of your DSP Franchise, including qualification to do business, fictitious trade or assumed name registration.

Although the DSP Franchise is designed to be a home based franchise, if You choose to operate from a leased location, You will need building and construction permits, fire clearances and environmental permits from the county where the installation of the Franchise Business will take place.

You will need a sales tax permit and occupational license, if applicable, from the State where You operate your Franchised Business.

You will be required to provide copies of all inspection reports, warnings, certificates and ratings, issued by any governmental entity during the Term of the contract of your DSPF Franchise that indicate your non-compliance with any applicable law, rule or regulation, to use within 2 days of your receipt of these items.

You should consider these and other applicable laws and regulations when evaluating your purchase of a franchise. Under the Franchise Agreement, you alone are responsible for complying with all applicable laws and regulations despite any advice or information we may give you.

Our process service agent is: Lynne D. Shelton, Esq., Shelton & Power, LLC, 202 Walton Way, Ste 192, Cedar Park, TX 78613, however, several state agencies are also designated as our agent, entity or person for service of process in accordance with the applicable state laws. These states are listed in Exhibit G attached to this Disclosure Document. We may register in one or more of those states.

ITEM 2 - BUSINESS EXPERIENCE

The following is a list of the directors, principal officers, and other executives who have management responsibility relating the DSP Franchisees:

Co-Founder/President/Marketing Director: Kent Maerki

Kent Maerki co-founded DSP and since November 2010 has served as President and Marketing Director. Since June 2010, Mr. Maerki has also been the President of the Affiliate, Practice Enhancement Systems of Scottsdale, Arizona, who owns the intellectual property and logos and licensed them to Dental Support Plus Franchise, LLC. From March of 1992 to present, Mr. Maerki has served as the President and Co-Founder of The IRA Institute based in Scottsdale, Arizona. Additionally, from 1971 to current, Mr. Maerki has assisted numerous companies through consultation, business development or sales and marketing. Companies which Mr. Maerki has assisted include: Food Source in Larkspur, California (Capital Equipment Manufacturing and Management); Shuttle Express, Inc. (SuperShuttle Franchise Expansion Group); The Cellular Corporation in Cleveland, Ohio (Cellular Radio Communications Utilities Development); Infinity2 (Health Products); One Minute Rose of America; UV Protections Services; Golf Equipment Liquidators; Intellection, LLC (Financial Product Development); Aegon Equity Group (Sales and Marketing); The IRA Institute (Self-Directed IRAs); Nascence, LLC (Independent Business Consulting); Northstar Brokerage (Financial Broker Dealer) as Senior Vice President and Smartcomm LLC as an Independent Marketing Organization. Mr. Maerki was formally trained as an accountant and fundamentally experienced as a financial strategist. Prior to establishing DSPF, Mr. Maerki was the President and Chief Executive Officer of the following companies: Twenty First Century Financial (financial planning services); The Registry (investment banking & business consulting), Canterbury West, Ltd. (hotel management & consulting), and Railroad Cars in Reno, Nevada (capital equipment management); Cal-Sierra Financial Corporation in Reno, Nevada (investment banking); Legal Protection Alliance (legal services); Quality Living International (health products); Infinite Banking Center in Scottsdale, Arizona; and the Spectra Financial Network in Reno, Nevada. He has also assisted in the financial aspects of the Stanley Hotel in Estes Park, Colorado, and the Imperial Hotel in Cripple Creek, Colorado.

Co-Founder/Vice-President: Norma Jean Coffin

Norma Jean Coffin co-founded DSPF and since November 2010 has served as Vice-President. Concurrently, she is the Managing partner for Infinite Banking Center in Scottsdale, Arizona since March 2005. Prior to the establishment of Infinite Banking Center, Ms. Coffin was co-owner of Creative Drum and Percussion Shop, the largest drum and percussion retail store in the United States. Concurrent with all business ownerships, Ms. Coffin has also been performing with her sisters since age 7 under her maiden name Norma Maule, with the group called The Maule Sisters. The Maule Sisters have performed on cruise ships and for special events nationally. They have performed with or opened for Ray Charles, Neil Sedaka, Dionne Warwick, Bob Newhart, Toby Keith, and Guy Lombardo to name a few.

Director of Operations and Design: **Jon Palmieri**

Jon Palmieri has worked with DSP since its inception. From August 2008 to December 2009, Mr. Palmieri was Co-Founder of Partnership for a Healthier Tomorrow, LLC, a regionally specific discount prescription drug cards which provide cardholders with measurable discounts for prescription drug purchases based in San Francisco & Coronado, CA. From September 2006 through March 2010, Mr. Palmieri was a Co-Founder and Managing Member of Legacy Funding Group, LLC, a patented program structured to provide nonprofits with opportunities for current and past donors to create measurable grants without requiring additional financial contributions based in Higley, Arizona. Prior to joining DSP, Mr. Palmieri was also the Co-Founder and Managing Member of Benefit Enhancement Services, LLC, which provided consulting services to Fortune 500 companies (including six in the Fortune 100); with a focus on advanced healthcare cost saving strategies for large employers.

ITEM 3 - LITIGATION

Other than the pending litigation list below, there is no additional litigation required to be disclosed in this Item.

Commissions of the State of Arizona v Kent Maerki, et al, Arizona Corporation Commission, Docket No. S-20897A-13-0391. On November 18, 2013 the Arizona Commissioners filed a Notice of Opportunity for Hearing against Kent Maerki and Norma Jean Coffin. On January 29, 2014, Mr. Maerki attending a pre-trial hearing. The presiding judge upon hearing that DSPF was a franchise system, stated to the Commissioners that they needed to go back to discuss "taking care of this paperwork on his docket" There is no court date pending on this action. The Franchisor awaits the paperwork to "take care of this" from the Commissioners.

ITEM 4 - BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5 - INITIAL FEES

Franchise Agreement

You must pay us an initial Franchise Fee of Thirty Thousand Dollars ($30,000.00), which includes the Training and use of the Confidential Information fees to purchase a Single Unit Franchise. If You choose to attend an optional Advanced Marketing Training program, You must pay an additional Twenty-five Hundred Dollars ($2,500.00) for up to two attendees, plus your travel expenses, room and board for that program.

A deposit of $5,000 is paid to us in a lump sum to reserve your protected Metropolitan or Micropolitan Statistical Area ("MSA") territory and begin your Request for Consideration Approval Process, pursuant to Exhibit D attached, unless modified by a State Addendum attached at Exhibit G. All Five Thousand Dollars ($5,000.00) will be applied to your Franchise Fee and is non-refundable, except as provided below. If You are not approved as a Franchisee due to background checks or if You cannot finalize the funding of your franchise system, we will refund You the entire deposit fee minus a $2,500 administrative fee, unless otherwise stated in the State Addendums attached to this Disclosure Document. Upon approval and receipt of your signed Franchise Agreement, the entire $5,000 will be credited toward your Franchise Fee balance.

The balance of the Franchise Fee is paid to us in a lump sum when You arrive at training, unless otherwise stated in the State Addendum attached. The Franchise Fee is payment, in part, for expenses incurred by us in furnishing assistance and services to You as set forth in the Franchise Agreement and for costs incurred by us, including general sales and marketing expenses, training, legal, accounting and other professional fees. The Franchise Fees, as described above, is uniform for all new franchisees. When We first started offering franchises,

the Franchise Fee was $20,000 from January 2011 to October 2011; and $25,000 from October 2011 through October 2012, when the Charter Franchisee program was suspended.

Area Development Agreement

You will automatically be given the right to become an Area Developer (multi-unit owner). You will sign the Area Development Agreement, simultaneous with the Franchise Agreement for your first DSP™ Business. There is no upfront fee for the Area Development; You only pay Your Initial Franchise Fee of $30,000 for the first franchise. You have the option to develop two more DSP Businesses within the first forty-eight (48) months. If You choose to open additional franchises, You will pay the Initial Franchise Fee and execute the additional Franchise Agreement at that time. Below is a table explaining the above Area Development schedule for purchasing multiple units.

Franchise #	Amount due when signing	When Due	Remarks
1	$30,000	$5,000 deposit, balance due at training	Area Development options for 2 more DSP Businesses
2	0	$30,000 Franchise Fee if additional unit is opened	Optional franchise must be opened within 48 months
3	0	$30,000 Franchise Fee if additional unit is opened	Optional franchise must be opened within 48 months
4	$30,000	$5,000 deposit, balance due at training	(2nd Franchise Agreement & ADA) Options for 2 more DSP Businesses
5	0	$30,000 Franchise Fee if additional unit is opened	Optional franchise must be opened within 48 months
6	0	$30,000 Franchise Fee if additional unit is opened	Optional franchise must be opened within 48 months

Refundability

The Franchise Fee or Development Fees are non-refundable in whole or in part under any circumstances, after their Agreements have been signed, except in the event that:

1) If Applicant's Request for Consideration is approved by Franchisor, within thirty (30) days from the date signed, the full amount of the Deposit will be credited against the Franchise Fee or Development Fee; or

2) If Applicant's Request for Consideration is not approved by Franchisor, within thirty (30) days the Deposit, minus $2,500 administrative fee will be refunded to Applicant.

ITEM 6 - OTHER FEES

Below is a detailed description of other recurring or isolated fees or payments that You must pay to us or that we impose or collect for a third party under the terms of the Franchise Agreement. The fees are uniformly imposed unless noted otherwise below in the Remarks column.

Name of Fee	Amount	Due Date	Remarks
Royalty Fee[1]	20% of Gross Sales (5% Royalty possible)	Monthly on the 10th of each month, ACH Auto Deposited	See definition of Gross Sales.[3] Franchisor gives a 15% Royalty reduction if You chose to outsource to one of the approved third party suppliers for Local Marketing Support and Patient Requisition optional services

Name of Fee	Amount	Due Date	Remarks
Territory Marketing and Dental Support Services Fee[1]	27% of Gross Sales	Monthly on the 10th of each month, ACH Auto Deposited	You pay contributions in an amount of 27% of Total Gross Sales. Contributions must be paid monthly. We do not require marketing funds to be used in cooperative advertising however, the cooperative may determine its members' required contributions.
Local Marketing Support and Patient Requisition Services Fee (also known as Marketing Support Services)[7]	29-38% of Gross Sales (Optional)	Monthly on the 10th of each month, ACH Auto Deposited	You pay directly for Local Marketing Support and Patient Requisition Services, to the third party supplier of your choice, if You choose to use them. We do not require Local Marketing Support and Patient Requisition Services expenditures to be used in the system; although, if You do not outsource these services through one of the approved suppliers indicated in the Manual[7], You must attend the Advanced Training Program to learn marketing of your Franchised Business.
Telephone Directory Advertising[4]	Varies according to area and type of listing	As invoiced	You are not required to list and advertise in the "white pages" and "yellow pages" of your local telephone directory.
Audit Expenses[1]	All costs and expenses associated with audit	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of 2% or more.
Late Fees[2]	$100 plus $25 per day after ten days late	Upon demand	Applies to all overdue Royalty Fees, Marketing Fees and other amounts due to Us. Also applies to any understatement in amounts due revealed by an audit.
Insufficient Funds Fee	$100.00 plus bank fees, plus late fees[2]	Upon demand	Applies to all returned payments made by You that do not clear Your bank for any reason whatsoever.
Insurance	Amount incurred	As required by third party	You must have insurance coverage in the amounts specified within the Franchise Agreement.
Insurance Policies[5]	Amount of unpaid premiums plus our reasonable expenses in obtaining the policies	Upon demand	Payable only if You fail to maintain required insurance coverage and We elect to obtain coverage for You.
Transfer Fee[1]	$5,000 for the 1st franchise unit, plus $1,000/ ea. for additional units transferred to the same buyer. All fees are plus CPI (Consumer Price Index) as published on the date of transfer	Time of transfer	Does not apply to a transfer under Section 18.3 of the Franchise Agreement. The CPI is per the United States Department of Labor, Bureau of Labor Statistics.

Name of Fee	Amount	Due Date	Remarks
Transfer Training	Included for up to 2 trainees	Time of Transfer training	We will not charge You for training the Transferee franchisees. Two (2) individuals are included in the transfer fee. Additional trainees can attend at a rate of $1,000 each. All travel, room and board will be at Transferee's expense.
Relocation Assistance[1]	Costs of providing relocation assistance	Time of assistance	We will charge You for relocation assistance if You request it and We agree to provide it.
Other Audit Fees and Amounts[7]	All costs and expenses associated with audit	Upon demand	You will be required to pay for any other third party audits, including any governmental type audits.
Customer Service[1]	All costs incurred in assisting Your customers	Upon demand	You must reimburse Us if We determine it is necessary for Us to provide service directly to Your customers.
Additional Training[6]	Rates as published in the Manual; currently, $1,000 per day, plus (i) Our travel expenses or (ii) Your expenses as well as Your employees' expenses in attending	Time of service	We provide initial training for You and up to 1 additional person. You pay for additional training for additional trainees, a substitute Designated Manager and, at Our option, for a new Designated Manager at Our facility at a rate of $1,000 per day.
Optional Advanced Marketing Training	$2,500	Upon demand	This Training fee is for two attendees. If You chose not to contract with an Approved Supplier for the Local Marketing Support and Patient Requisition Services You must attend this two day optional Advanced Training Program. All travel, hotel and per diem costs are Your responsibility, if applicable.
Additional Operations Assistance[6]	Rates as published in the Manual; currently, $500 per day plus our expenses	Time of assistance	We provide You with assistance around the beginning of operations at no charge to You. You pay for additional assistance if You request it or if We provide assistance to Your clients.
Ongoing Training Programs[7]	You are required to pay Your expenses as well as Your employees' expenses for attending	Time of program	We provide Update Training. No tuition or training fees are assessed; attendance will not be required more than 1 time per year and collectively will not exceed 4 days in any calendar year.
Temporary Management Assistance[1]	Rates as published in the Manual; currently, $500 per day plus Our expenses	Each day that it applies	Following the death or incapacity of an owner of the Franchised Business, We may assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Us. We charge this temporary management fee during the time We are operating Your Franchised Business and We will also be entitled to reimbursement of any expenses We incur that are not paid

Name of Fee	Amount	Due Date	Remarks
			out of the operating cash flow of the Franchised Business.
National / Regional Meetings	$2,500 for two attendees	90 days prior to the Training Meeting	We provide Annual Training at Our Annual Convention. We will provide all convention entrance fees, hotel and airfare costs for up to two people to attend the training session. Additional attendees will be billed at $1,500 each.
Indemnification / Legal Fees	All costs including attorneys' fees	Upon demand	You must defend lawsuits at Your cost and hold Us harmless against lawsuits arising from Your operation of the Franchised Business.
Renewal Fees	$5,000 plus CPI (Consumer price index), plus $1,000 plus CPI for each additional unit renewed concurrently if you own more than one franchise unit, plus update Your Franchise if open to the public	90 days prior to termination	You must notify Us in writing at least 90 days prior to the end of Your Franchise Agreement with Us that You wish to Renew Your Franchise. You must also sign a General Waiver and Execute the then-current Franchise Agreement.
Replacement Operations Manuals	$1,000 each	Upon request	You are loaned one copy of the Operations Manuals. If You require a replacement copy this fee will be due upon ordering it.
Liquidated Damages on Confidential Information Disclosure only	$20,000 per breach		This is contained in the Confidentiality Agreement attached as Exhibit C, and only applies prior to becoming a Franchisee.
Liquidated Damages	Within 15 days, pay the amount due based upon the formula noted in the Remarks section	Upon termination	An amount equal to the average monthly Royalty Fees Franchisee paid to Us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in this Agreement had it not been terminated, whichever is higher, or until the Protected Territory, as defined under Section 2.5 is granted to a third party, without the necessity of holding a full trial, and without the necessity of posting security or bond The liquidated damages provision only covers Our damages from the loss of cash flow from the loss of continuing Royalty Fees.

All fees are generally nonrefundable.

NOTES

1 These fees are imposed by and are payable to Us or the cooperative as listed in due date column of the above chart. Franchisor owned units do not have voting power in cooperatives established.

2 Interest begins from the date of the underpayment.

3 "Gross Sales" means the total of all dental collected billables' You receive from Your Dentist Network patients during the month from all dental services sold or performed for You, A complete definition including examples is described in detail in the Franchise Agreement definitions section.

4 Local and telephone directory advertising is in addition to and exclusive of the Local Marketing, Software, and Dental Support Services Contribution.

5 You must maintain certain types of insurance coverage as disclosed in this document or in the Manual. If You do not, we may immediately obtain or reinstate the required coverage on Your behalf, and You must promptly reimburse Us for the costs of obtaining insurance and any additional costs incurred by Us in obtaining your coverage or reinstatement.

6 These amounts are estimates and approximate the average charge to You for services. Charges may vary based upon the actual time spent by Our staff and the duration of the training or assistance provided.

7 These items are directly payable to third party vendors upon their billing to You monthly. An approved list of companies that provide Local Marketing Support and Patient Requisition Services will be located in Your Manual. The list is subject to change as additional companies are evaluated.

ITEM 7 - ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
INITIAL FRANCHISE FEE[2] (For Area Developers- see note 2 below)	$30,000[2]	$5,000 Deposit, then Lump Sum	After paying the $5,000 Deposit and Signing the Franchise Agreement, the Balance will be due at training	DSPF
DEVELOPMENT FEE	$0 - $60,000 $30,000 per franchise if You choose to open additional units	Lump Sum	Upon Signing / Opening the optional additional franchises	DSPF
TRAVEL AND LIVING EXPENSES WHILE TRAINING[9]	$0 to $3,500	As Incurred	During Training/Before Opening	Airlines, Hotels, Businesses, Car Rental Companies, etc.
REAL ESTATE/RENT[3] DEPOSIT (Three months)	$0 to $6,000	As Arranged	Before Opening and Monthly	Your Landlord

YOUR ESTIMATED INITIAL INVESTMENT				
EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
LEASEHOLD IMPROVEMENTS[5]	$0 - $5,000	As Arranged	Before Opening	Landlord, Contractors, and Vendors
UTILITY AND MISCELLANEOUS SECURITY DEPOSITS[4]	$0 to $2,000	As Arranged	Before Opening	Landlord and Utility Companies
FURNITURE, FIXTURES, AND EQUIPMENT[6]	$0 to $1,000	As Arranged	Before Opening	Approved Suppliers and Vendors
INSURANCE[8]	$0 to $300	Installment/ As Arranged	Monthly/As Arranged, A Portion Before Opening	Insurance Company
GRAND OPENING ADVERTISING PROJECT[7]	$0 to $5,000	At training	During Training/ Before Opening	Third Party Vendors
OPTIONAL ADVANCED MARKETING TRAINING[9]	$2,500	As incurred	As Agreed	Marketing Vendor
ADDITIONAL FUNDS[10] (Three Months)	$1,000 to $9,000	As Incurred	As Incurred	Operating Capital, approved Suppliers, Governmental Agencies, Accountants and Attorneys
TOTAL[11] **Single Unit** **Area Developer**	$31,000 to $66,300 $31,000 to $106,300			

NOTES TO ITEM 7.

1. Estimated Initial Investment

The above estimates do not provide for your cash requirements to cover operating losses after the initial phase or personal living expenses. You must have additional sums available, whether in cash or through unsecured credit lines or have other assets that You may liquidate or that You may borrow against, to cover your personal living expenses and any operating losses after the initial phase of your DSP™ Franchise. We urge You to retain the services of an experienced accountant or financial advisor in order to develop a business plan and financial projections for your DSP™ Franchise. Your actual investment will vary depending upon local conditions particular to your geographic area or market.

Upon our approval, we do offer some in-house financing arrangement to You.

2. Initial Franchise Fee and Area Development Fee

As previously disclosed in this Disclosure Document there are specific refundabilitu provisions which may be applicable to the initial Franchise Fees, and Area Development Fees. If You choose to also become an Area Developer, You will pay your Initial fee of $30,000 for your first franchise unit. You will automatically receive the option to open two additional franchises within 48 months. There is no additional fee to become an Area Developer. If You chose to use one of your options and open a second location, You must pay the $30,000 Franchise Fee and execute a Franchise Agreement for that franchise unit, at that time.

As previously disclosed, if You submit a Request for Consideration and Deposit Agreement with the $5,000.00 deposit fee, all of the $5,000.00 paid will be applied toward your approved Franchise Agreement or Area Development Agreement upon execution by both parties. If the Request for Consideration is not approved within thirty (30) days, the Deposit, less $2,500 administrative fee will be refunded to the Applicant.

3 Real Estate/Rent

Rent expense (sometimes first month's rent required in advance) for the Franchised Business will vary based on location and square footage, and other such factors. The DSPF Franchised Business can be run as either a home-based business or from within a leased office space or as a virtual office. If You choose to operate Your franchise from a leased office space, DSPF anticipates that You will need approximately 250 to 1,000 square feet of usable floor space, located in an office building.

A projected high-low dollar investment as to leasing space in an Office building location are somewhat difficult to predict as they are usually directly associated with the particular office building's prevailing rental rates for your particular locale.

4 Lease, Utility and Miscellaneous Security Deposits

If You chose to operate your business outside of your home, You may be required to pay a lease deposit (typically the last month's rent) before You can enter the premises. Utility companies may require You to place a deposit and/or pay an installation fee before occupying the premises or installing telephone, gas, electricity and related utility services. These deposits may be refundable under agreements made with the Landlord and utility companies.

5 Leasehold Improvements

If planning to be open to the public, the cost of construction and leasehold improvements depends upon the size and condition of the premises, the local cost of contract work and the location of the Franchise Business. In some cases, a "vanilla shell" is available which can be used without requiring extensive demolition or renovation. In other cases, the space may require extensive renovation, construction of ceilings, walls, plumbing, flooring and lighting, before finishes can be installed. The range of figures for a Franchise Business is for the cost of reasonable renovation or leasehold improvements. This figure also includes all signage necessary for the franchise location.

You must have interior and exterior signage bearing the Marks as prescribed by DSPF. The cost of signage will vary based upon the supplier of the signage, size, number of signs, and requirements of the office location and may also be affected by applicable municipal code and zoning restrictions. You must use at least those signs shown on the standard list of internal signs DSPF requires for every Franchise Business, if operated outside the home. Some Franchisees choose to have more than the standard internal and external signage quantities.

6 Furniture, Fixtures and Equipment

The equipment estimate does not include freight or unique design alterations requested by You or as may be required by any unusual configuration of the designated site, if planning to be open to the public.

The equipment necessary for the operation of a Franchise Business is listed in the Confidential Operations Manual (the "Manual"). You may purchase or lease approved brands and models from approved suppliers. The cost of the equipment will depend on financing terms available, the size of the Franchise Business, brands purchased, and other such relevant factors.

Fixtures may include desks, signs, wall coverings, and decorations. The cost of fixtures will vary, depending on the layout of the Franchise Business, whether the Franchise Business is open to the public and other relevant factors.

You are not required to purchase any equipment, fixtures, etc., from DSPF or any specified source. However, all equipment, fixtures, construction, leasehold improvements and interior decor (if applicable) must meet DSPF's

standards and specifications and must be approved by DSPF. Local ordinances may result in variances in the type of required equipment, which may affect the total price.

7 Opening Project

The Opening Project requires that prior to, or within ninety (90) days of beginning of operations of the Franchised Business, You will spend the Opening Advertising by retaining the services of an Approved Supplier for Local Advertising and marketing contained within the Manual or attend the Advanced Marketing Training program. If You choose to attend the Advanced Marketing Training program, You will incur costs for travel, room and board. This requirement is more fully described in Article 8 of the Franchise Agreement.

8 Insurance

You must obtain and maintain the required insurance coverage as described by DSPF in this Disclosure Document. The cost of insurance will vary based on types and limits of insurance purchased, location of the Franchise Business, terms available and other related factors. The estimate provided is for your insurance deposit.

9 Training

You or your designated Franchise Business manager must participate in DSPF's initial training as stated in this Disclosure Document. The fee for the Initial Training Program is included in the Franchise Fee or Area Development Fee. The estimate is for attendance of two people. You may participate in DSPF's additional training programs. You must attend the Advanced Marketing Training program, also You are responsible for making arrangements for and paying the Twenty-five Hundred Dollar ($2,500.00) training fee plus expenses of any persons attending the Advanced Marketing Training program on your behalf, including transportation, lodging, meals and wages. The amount for transportation and lodging will depend, in part, on the distance You must travel and the type of accommodation You choose. If You chose to hire a third-party Approved Supplier to handle all your marketing efforts, You are not required to attend the Advanced Marketing Training discussed above.

All Franchise Fees are used to defray DSPF's costs for providing training, promotional assistance and materials and other services to be provided by DSPF. As discussed above, the dental marketing industry is a national concept that is being taught throughout the United States. As such, the training experts may be flown in from around the country to deliver the most up-to-date training and authority on the industry during your approximate 2 days of training. Additional information regarding training is discussed later in this Disclosure Document.

10 Additional Funds

An amount of working capital is projected as sufficient to cover operating expenses for three months, including employee salaries and overhead, but excluding salary for an owner-operator. This range also would include any Franchise or Area Development Agreements, consulting costs or any other outside professional fees, such as accounting or legal expenses, incorporation expenses, and similar expenditures You may incur. Other miscellaneous costs might include special use permits training costs and other "soft" costs incurred by You, as applicable.

You may be required to pay business license fees and other similar fees before beginning operations. Such fees will vary depending upon local government requirements. Impact fees are also paid before beginning operations. There are no other fees to be paid by You to DSPF to begin operation of the Franchise Business. Any fees paid to DSPF are not refundable except as outlined previously; fees paid to any third party may be refundable, depending upon the contracts, if any, between the third party and You.

11 Total

DSPF relied upon its years of actual experience and the experience of its affiliates in the dental and dental marketing industry to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise

DSPF cannot guarantee that this amount will be sufficient or that You will not have additional expenses starting the business. Your costs will depend on factors such as: how much You follow DSPF's methods and procedures; Your management skill, experience and business acumen; local economic conditions; the local market for our product; the prevailing wage rate; competition; and the sales level reached during the initial period.

DSPF does offer some direct financing to You for the initial franchise fee only, on approved credit and pursuant to the terms described more fully later in this disclosure document. DSPF may also provide assistance to You in obtaining outside financing.

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Franchise Business and Location

You must submit for approval for the location of your choosing. The location must meet DSPF's location selection guidelines for Franchise Businesses. The criteria used by DSPF in approving the location may include generally accepted criteria for assessing the sales performance of target metropolitan centers and diversity of contacts within those centers.

Services, Equipment; Fixtures; Furniture and Signs

You must contract, purchase, lease, or license any services, equipment, furniture, fixtures, supplies, or other materials to be used in the operation of the Franchise Business, if any, from sources or suppliers previously approved in writing by DSPF. If required to be purchased from an approved supplier, you have multiple vendors to choose from within the Manual(s). Currently, DSPF is not (nor is any of its Affiliates), the only approved supplier for any required services, equipment, furniture, fixtures, supplies, or other materials to be used in the operation of the Franchise Business. All services and items must conform to DSPF's current criteria. If You choose to outsource the Local Marketing Support and Patient Requisition Services to one of the optional third party suppliers, You must utilize one of the Approved Suppliers, as indicated in the Manual, however, that list is subject to change as We evaluate other suppliers. Our third party Approved Suppliers are required to provide you policy statements, upon your request to them. Their policy statements include information in regards to how they prioritize patients between franchisee clients and other internal standards and policies. It is solely your responsibility to negotiate and enter into an Agreement with any third party Approved Supplier to your satisfaction. You must use software that we contract with. You must comply with DSPF's specifications for brands and types of equipment used in the Franchise Business. The members of DSPF are not owners or members of any approved supplier. If a Franchisee has contracted with an approved third party for their Local Marketing Support and Patient Requisition Services, which fails to perform, or is defaulted for cause by the Franchisor or the Franchisee, Franchisor will use its best efforts to locate a replacement approved vendor for Your Territory. During this process all minimum sales requirements will be waived. Additionally, Franchisor will use its best efforts to approve a replacement vendor in an expedited fashion. A complete list of approved suppliers will be given within the proprietary Manual.

You are also required to purchase and use computer hardware and software with the following minimum requirements:

- 1 personal computer (keyboard, mouse) with an Intel or AMD Processor 2.6GHz or faster,, with the personal computer meeting these minimum requirements:
  - Memory 1 GB of RAM or greater
  - Hard disk 80 gigabyte of available hard-disk space
  - CD-ROM or DVD drive
  - Super VGA (800 × 600) or higher-resolution monitor
  - Operating system Microsoft Windows™ XP Professional with Service Pack 2 (SP2) or greater
  - 100 Mbps PCI Network Adapter
  - Broadband Internet connect (No dial-up)

All approved suppliers currently deal with requirements if you set up an "open to the public office" or choose to outsource marketing services for your franchised business. If you utilize these suppliers, the estimated proportion of the related purchases and leases for a) opening the business would be approximately 1-4% of all purchases and leases and b) 4-32% of all purchases and leases for operating the business if all outsourcing and an "open to the public" office is established. If the service, equipment, fixtures, furniture or signs are not depicted within the Operations Manual, You are free to utilize any source or supplier of your choosing.

Other Products; Supplies and Materials

To maintain the quality and consistency of all Franchise Businesses and Franchise Business products, You must purchase all products, goods, services, supplies, fixtures, materials or equipment and signs; and other materials and supplies used in the operation of the Franchise Business that meet the specifications and quality standards established periodically by DSPF and from suppliers and manufacturers approved by DSPF, as described below.

You must use only envelopes, business cards, letterhead, labels and documentation imprinted with the Marks and colors as prescribed and approved by DSPF.

Insurance

You must obtain and maintain insurance, at Your expense, as We require, in addition to any other insurance that may be required by applicable law, Your landlord, and lender or otherwise. The policies must be written by an insurance company reasonably satisfactory to Us with a Best rating of "A-" or better and include the risks, amount of coverage and deductibles as stated in the Manuals and Section 15.1 of the Franchise Agreement

Bookkeeping and Records

You will establish and maintain a bookkeeping, accounting and record keeping system conforming to DSPF's requirements, as may be periodically revised. You will submit periodic reports, forms and records as specified in writing by DSPF in the Franchise Agreement or the Manual or otherwise.

Specifications and Standards

To maintain the high standards of the quality assurance program and to ensure compliance with service specifications, HIPPA, OSHA, and industry standards, DSPF reserves the right to approve sources of services or products sold in Franchise Businesses. Any changes to or modifications of the System, the Manual, or any standard will be promptly communicated to You.

You must use in the operation of your Franchise Business only those products and services which are approved by franchisor and listed in Your Operations Manual. If You propose to use at Your Franchise Business any service, equipment or any product which is not currently approved by DSPF, or to purchase any service or product from a supplier that is not then designated by franchisor as an approved supplier on our Approved Suppliers List, You must first notify franchisor and must, upon request, submit samples or other information as franchisor requires for examination for review or to otherwise determine whether service, equipment, product, material or supply, or such proposed supplier meets franchisors specifications and quality standards. Franchisor may require submission of sufficient specifications, insurance references, safety records, photographs, drawings and/or other information and samples to determine whether the item meets its specifications.

Franchisor applies the following general criteria in designating a proposed supplier as an approved source:

1. Ability to provide the service or product to franchisors quality specifications;
2. Production and delivery capability;
3. Minimum standards for safety;
4. Integrity of the supplier; and
5. Legality of the product or company.

The suggested or mandatory specifications, product lines, standards, operating procedures, and rules required for Franchise Businesses are in the Manual.

Franchisor will notify You in writing within 90 days of your written request whether it approves such equipment, product, material or supply, or supplier by listing that item or supplier on franchisors Approved Supplies or Supplier List. If no approval is received within 90 days, it is deemed denied. Upon written acceptance and approval by franchisors of services or products and suppliers submitted for inclusion on the Approved Suppliers List and Approved Supplies List, You will be free to purchase such service or product from such approved supplier. DSPF may revise its Approved Supplier and Approved Supplies Lists at any time at its discretion.

Benefits to System from Approved Suppliers

In 2013, as well as, currently DSPF and its Affiliates receives no derived revenue, rebates or other material consideration based upon required purchases or leases from any of its approved suppliers. For the fiscal year ending December 31, 2013 our revenues from Franchisees' required purchases or leases were $0.00, or 0% of our total revenues of $634,058.00. Required purchases or leases are estimated to make up 0% of a Franchisee's total initial investment and 0% of a franchisee's annual operating expenses. DSPF may negotiate purchase arrangements for all Franchisees with various suppliers, for the mutual benefit of all Franchisees, which may include price terms. DSPF does not provide material benefits of any kind to You based on your use of designated or approved sources.

Except as stated in this Item, neither DSPF nor any persons affiliated with DSPF are approved suppliers of any required goods or services. You will not derive revenues as a result of required purchases or leases by You in accordance with DSPF's specifications or from suppliers approved by DSPF.

ITEM 9 - FRANCHISEE'S OBLIGATIONS

This table lists Your principal obligations under the Franchise Agreement and other agreements. It will help You find more detailed information about Your obligations in these agreements and in other ITEMS of this Disclosure Document.

Obligation		Section In the Franchise Agreement (FA) and Development Agreement (DA)	ITEM In the Disclosure Document
a.	Site selection and acquisition/lease	FA: Article 5 DA: None	ITEMS 11 and 12
b.	Pre-opening purchases/leases	FA: Articles 5, 12 and 15 DA: None	ITEMS 7, 8 and 11
c.	Site development and other pre-opening requirements	FA: Articles 5 and 8 DA: None	ITEMS 7, 8 and 11
d.	Initial and ongoing training	FA: Article 8 DA: None	ITEMS 6, 7 and 11
e.	Opening	FA: Articles 5 and 8 DA: Article 4	ITEM 11
f.	Fees	FA: Articles 3, 5, 8, 10, 11, 12, 13, 15, 18 and 21 DA: Articles 3, and 7	ITEMS 5, 6, 7 and 11
g.	Compliance with standards and policies/Operating Manual	FA: Articles 6, 7, 9, 10, 11, 12 13 and 15 DA: None	ITEMS 8 and 16
h.	Trademarks and proprietary information	FA: Articles 6, 7 and 9 DA: Articles 6 and 9	ITEMS 13 and 14
i.	Restrictions on products/services offered	FA: Articles 5, 6, 7, 10 and 13 DA: None	ITEMS 8 and 16
j.	Warranty and customer service requirements	FA: Article 13 DA: None	ITEM 16
k.	Territorial development and sales quotas	FA: Article 2 DA: Articles 2, 4, and Exhibit I	ITEM 12
l.	Ongoing product/service purchases	FA: Article 13 DA: None	ITEMS 8 and 11
m.	Maintenance, appearance and remodeling requirements	FA: Articles 5, 10 and 13 DA: None	ITEM 6
n.	Insurance	FA: Article 15 DA: None	ITEMS 6, 7 and 8
o.	Advertising	FA: Articles 3 and 11 DA: None	ITEMS 6, 7 and 11
p.	Indemnification	FA: Article 21 DA: Article 11	ITEM 6
q.	Owner's participation/ management/ staffing	FA: Articles 8 and 13 DA: Article 4	ITEM 15
r.	Records and reports	FA: Articles 5 and 12 DA: None	ITEM 11
s.	Inspections and audits	FA: Articles 6, 12 and 16 DA: None	ITEMS 6, 11 and 13
t.	Transfer	FA: Articles 16 and 18 DA: Articles 7 and 8	ITEM 17

Obligation		Section In the Franchise Agreement (FA) and Development Agreement (DA)	ITEM In the Disclosure Document
u.	Renewal	FA: Articles 4 and 16 DA: Article 5	ITEM 17
v.	Post-termination obligations	FA: Article 17 DA: Article 9	ITEM 17
w.	Non-competition covenants	FA: Articles 7, 17 and Exhibit 2 DA: Article 9	ITEM 17
x.	Dispute resolution	FA: Article 23 DA: Article 13	ITEM 17

ITEM 10 - FINANCING

We are not required to offer You any Financing Options. At Our choice, based upon our sole discretion, DSPF may offer the option to finance Your Franchise Fee. The terms and conditions of our Financing Options are listed below as well as within Exhibits 3 and 10 to the Franchise Agreement. By entering into a financing arrangement with Us, You agree to waive any and all notices and legal or equitable defenses to which You may be entitled. No other fees or costs are available for financing. The in-house financing option provides You with the option to finance one-half of your Franchise Fee based upon your approved Protected Non-exclusive Territory, with the following terms:

1. **Down Payment**: 50% down payment due at training.
2. **Term of the Promissory Note**: All due and payable within 12 months of completion of training.
3. **Interest Rate**: 8%
4. **Monthly payment**: Beginning 90 days after your training has been completed; the 12 Monthly payments are due and payable by automatic debit on the first of the month and continuing for each and every month until the All due and payable date. The monthly payments will be an equal amount to be determined based upon the amount financed divided by the term of the Promissory Note.
5. **Prepayment Penalty**: None. You may prepay the entire balance at any time prior to the All Due date.
6. **Security Requirement**: None, other than Standard Personal Guarantee attached to the Franchise Agreement by the individual owner(s) of the Franchisee. A personal guarantee is not required by anyone other than the Franchisee.
7. **Liability Upon Default**: Loss of Protected Territory, and waiver of all defenses or other legal rights. Additionally You will be responsible for any and all Attorney's Fees and costs for securing the amount in default. All fees normally payable to You will be directed toward the balance of the Promissory Note and all associated costs until they are paid in full.

Other than the option to obtain in-house financing for one-half of Your Franchise Fee, we offer no additional financing options to You. Additionally, we do not intend, but retain the right to sell off your Promissory Note to a third party.

ITEM 11 - FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide You with any assistance.

A. Our Pre-Opening Obligations

Before You open your Franchised Business, we will:

1. designate your Protected Territory, as further described in ITEM 12; (Franchise Agreement, Section 2.5)

2. if You are a Developer, designate your Development Territory, as further described in ITEM 12; (Development Agreement, Section 2.1 and Exhibit I)

3. if we have not already approved a site that You have selected before signing the Franchise Agreement, (all home-based sites are automatically approved), then we will select a site for You based on the following criteria: the condition of the premises; demographics of the surrounding area; proximity to other DSP™ Businesses; proximity to other businesses involved in the dental marketing industry; lease requirements; available Dentist Network providers; proximity to major roads; available parking; and overall suitability. We will provide You with written notice of our approval of any proposed site within 30 days after receiving all requested information. If You do not receive a denial from us within 30 days, the site is deemed approved. If You receive a denial You must submit an alternate site until approved. You are not solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us, we will assist You in finding a suitable site. In the event an approved location cannot be determined, either party may terminate the Franchise Agreement; (Franchise Agreement, Sections 2.2, 2.3 and 5.1)

If You are a Developer, You must locate each of your Franchised Businesses in the Development Territory, and for each, You must propose the specific sites for our consideration according to the process above. You are not solely responsible for locating and obtaining sites for your Franchised Businesses in your Development Territory that meet our standards and criteria and that are acceptable to us, we will assist You in finding a suitable site; (Development Agreement, Sections 2.1 and 4.3)

Note: Neither We nor any of our employees have special expertise in selecting sites; We make no representations that Your Franchised Business will be profitable or successful by being located at the Approved Location. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience;

4. review and approve Your lease or purchase agreement for the site for the Approved Location, if applicable; (Franchise Agreement, Section 5.3)

Note: Our review of Your lease or purchase agreement and any advice or recommendations we may offer is not a representation or guarantee by us that You will succeed at the leased or purchased premises;

5. provide You with a standard overview for the build-out of the Franchised Business, if necessary, along with a list of suggested equipment that You might choose to purchase or lease and install; (Franchise Agreement, Section 5.4)

Note: Neither We nor any of our employees have special expertise in conforming the plans and specifications to Your local territory. You will be solely responsible for ensuring that all local ordinances and building codes are followed and that You obtain all required permits if You choose to build-out;

6. provide an initial training program. This training is described in detail later in this ITEM; (Franchise Agreement, Section 8.1)

7. provide to You on-site assistance in obtaining qualified patients(s) in your Dentist Network within the Franchised Business Territory; (Franchise Agreement, Section 8.2)

8. provide to You, on loan, one copy of the DSP™ Business Operations Manual, either in electronic or paper form. The Table of Contents of the Operations Manual, along with the number of pages devoted to each section, is described in detail later in this ITEM; (Franchise Agreement, Section 9.1)

9. provide to You, access to an initial set of advertising, and operational forms; (Franchise Agreement, Section 8.1)

B. Typical Length of Time Between the Signing of the Franchise Agreement and Beginning Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of a DSP™ Business to be 180 days. Factors that may affect your beginning operations include ability to secure travel arrangements to training, financing, compliance with local ordinances, available dentist(s) in the Dentist Network when signing, weather conditions and delays in setup or installation of dental software, equipment and fixtures. You are required to open your Franchised Business and be operational within 180 days after signing the Franchise Agreement. (Franchise Agreement, Section 5.6)

C. Other Assistance During the Operation of The Franchised Business

After the opening of the Franchised Business, We will:

1. periodically, advise and offer general guidance to You by telephone, e-mail, webinars, facsimile, newsletters or other methods. Any guidance provided will be based on our, our Affiliates' and our other franchisees' experience in operating DSP™ Businesses. Such advice and guidance may consist of knowledge and experience relating to the authorized services or products, assistance in obtaining dentist(s) into the Dentist Network, software and patient training to the dentist(s) in the Dentist Network, communication of new developments, improvements in software, equipment and supplies, as well as operational methods, accounting procedures, and marketing and sales strategies; (Franchise Agreement, Section 14.1)

2. make periodic visits to the Franchised Business to assist and guide You in various aspects of the operation and management of the Franchised Business. We may prepare written reports outlining any suggested changes or improvements in the operations of the Franchised Business and detail any deficiencies that become evident as a result of any such visit. If we prepare a report, You will be provided with a copy; (Franchise Agreement, Section 14.2)

3. communicate directly with the client, marketing contractor, or other person or entity not the franchisee, to provide assistance before, during, or after the initial sale at the rate of $500 per day pro-rated, payable monthly by ACH Deposit, by the 10th day of the month following the support; (Franchise Agreement, Sections 8.5 and 14.1)

4. make available to You changes and additions to the System as generally made available to all franchisees; (Franchise Agreement, Section 10.2 and 14.3)

5. periodically, provide advertising and promotional materials including ad-slicks, brochures, fliers, and other materials for your use or purchase; (Franchise Agreement, Section 14.4)

6. approve forms of advertising materials You will use for Local Advertising, Opening Advertising and any optional Advertising; (Franchise Agreement, Sections 11.1, 11.2 and 11.4)

7. maintain our websites located at www.DentalSupportPlus.com and continue to promote DSP™ Businesses through the Internet. We will prepare and maintain an interior page to our site promoting or giving information about Your Franchised Business, whose leads will be directed solely to You; (Franchise Agreement, Section 11.5)

8. maintain our Social Media sites and applications such as: Twitter, Facebook, LinkedIn and other sites and applications that we may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes. Further, any representations from You, or your employees regarding your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Franchise Agreement, and You will be responsible for all costs including legal costs for any required fines or legal actions as a result of your postings; (Franchise Agreement, Section 11.5)

9. provide You with modifications to the Manual as they are made available to franchisees; (Franchise Agreement, Section 9.2)

10. provide You administrative bookkeeping and accounting control procedures as needed; (Franchise Agreement, Sections 12.3 and 12.4) and

11. will treat all franchisees equal. All services and support will be on a first come first served basis. You will enjoy a "favorite franchisee" provision with Us. Large or multi-unit owners will not receive any special treatment by Us over single unit franchisee. If We create or roll out new system programs, services or benefits, they will be immediately applicable to You and all other franchisees in the DSP System. All Franchise Agreements will contain this same provision. (Franchise Agreement, Sections 10.1)

D. Advertising and Promotion

1. All advertising and promotions must be approved in writing by Us in advance. During every one (1) quarter period after the Franchised Business opens, You need to spend at least enough to stay on

track for adding twenty (20) new qualified patients to your Dental Network per year. If You choose to outsource your Local Marketing Support and Patient Requisition Services to an approved supplier, You will pay between twenty-nine percent to thirty-eight (29-38%) of the previous one (1) month period's Gross Sales on these services within the Territory surrounding the Franchised Business depending upon the supplier you choose ("Local Advertising" or "Marketing Support Services"). Within ten (10) days after the end of each preceding month after the Franchised Business opens, You will furnish to us an accurate accounting of the expenditures on Local Advertising for the preceding one month period. (Franchise Agreement, Section 11.2)

2. We have developed a Territory-wide Marketing and Dental Support Fund that You will be required to contribute to ("Marketing Fund" for "Dental Support Services"). We have set the exact percentage that You must contribute to at twenty-seven percent (27%) of the previous one (1) month period's Gross Sales. You will not be required to contribute to the Marketing Fund until after You begin operation of your franchised business and You have Gross Sales. We may adjust the percentage with 30 days advance notice to You; but it can never be raised more than 1% during any Franchise Agreement term. (Franchise Agreement, Section 11.3) We will administer the Marketing Fund as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the Marketing Fund;

(b) We may use Your contributions to meet or reimburse us for any cost of producing, maintaining, administering (including costs of personnel), directing and conducting research and advertising (including the cost of preparing and conducting television, radio, billboard, Internet, video, video-streaming, digital signage, audio, magazine, newspaper and direct mail advertising campaigns, conventions and other public relations activities; developing and/or hosting an Internet web page of similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees). We initially plan to conduct all advertising in-house, or we may use a national or regional marketing agency. We will maintain your contributions in a separate account from our other funds and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the Marketing Fund;

(c) We expect to use all contributions in the fiscal year they are made. We will use any interest or other earnings of the Marketing Fund before we use current contributions. We intend for the Marketing Fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate the Marketing Fund until all contributions and earnings have been used for advertising and promotional purposes or have been returned to our franchisees on a *pro rata* basis. Any funds not used in a particular fiscal year will rollover to the next fiscal year for use;

(d) All DSP™ Businesses owned by Us will make similar contributions to the Marketing Fund as required of franchisees;

(e) We will have an accounting of the Marketing Fund prepared each year and we will provide You with a copy if You request it. It is our intention to provide a copy each year at the annual convention and training seminar, discussed later in this ITEM. We may require that the annual accounting be audited by an independent certified public accountant at the Marketing Fund's expense;

(f) The Marketing Fund is not a trust and We assume no fiduciary duty in administering the Marketing Fund; and

(g) We anticipate that the ongoing percentages of use for the marketing fund will be 5% spent toward media and advertising production, 94% media placement and Dentist procurement on a national or regional basis. We will not utilize more than 1% of the Marketing Fund for administrative expenses and follow-through. Last year, we utilized 98.8% for the Dentist procurement on a national or regional basis, 1.2% towards administrative expenses, and 0% towards soliciting new franchise sales. All funds were utilized in the current fiscal year.

3. Although We are not obligated to do so, upon certain conditions as listed in the Franchise Agreement, we allow You to create a Cooperative Advertising program for the benefit of all DSP™ Businesses located in a particular region, including non-voting Franchisor owned unit(s). You may participate in any Cooperative Advertising program established in your region. If Cooperative Advertising is implemented in a

particular region, You may establish an advertising council for franchisees in that region to self-administer the program. We do not have the power to require Cooperative Advertising programs to be created, dissolved or merged. We will require each Cooperative Advertising program to prepare periodic financial statements which are available for your review which will delineate the amount each franchisee will be required to contribute. (Franchise Agreement, Section 11.4)

4. During your Opening, You must spend at least $5,000 on Opening Advertising, including print or news media or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts, unless You choose to contract with one of our Approved Suppliers, as indicated in the Manual, for Local Marketing Support and Patient Requisition Services. We will provide You with guidance for conducting Opening Advertising, and we will review and approve the materials You use in your Opening Advertising. "Opening" includes 30 days prior to opening your Franchise Business through 60 days after opening your Franchised Business to the public. (Franchise Agreement, Sections 11.1)

5. You must list the telephone number for the Franchised Business in your local telephone white pages directory. If You choose to advertise your Franchised Business in the "yellow pages" it must be in the category that we specify. You must place the listings together with other DSP™ Businesses operating within the distribution area of the directories. (Franchise Agreement, Section 11.6)

E. Computer/Software/Phone System

Presently, we require You to have QuickBooks accounting system. DSPF has obtained a multi-user license agreement which You are required to purchase from Intuit or DSPF. You will be responsible for any ongoing upgrades or updates to the system. Although we do not set the pricing, Intuit the manufacturer of QuickBooks does. Currently the pricing for QuickBooks is $139 for QuickBooks Pro version. Franchisor will have access to the accounting system through QuickBooks remote access to validate the revenue for royalties. You are required to utilize our standard Chart of Accounts provided in the Manual (Franchise Agreement, Section 12.5)

You are also required to purchase and use computer hardware and software with the following minimum requirements:

- 1 personal computer (keyboard, mouse) with an Intel or AMD Processor 2.6GHz or faster, with the personal computer meeting these minimum requirements:
  - Memory 1 GB of RAM or greater
  - Hard disk 80 gigabyte of available hard-disk space
  - CD-ROM or DVD drive
  - Super VGA (800 × 600) or higher-resolution monitor
  - Operating system Microsoft Windows™ XP Professional with Service Pack 2 (SP2) or greater
  - 100 Mbps PCI Network Adapter
  - Broadband Internet connect (No dial-up)

We estimate the cost to purchase the above computer at between $0 and $1,200, depending upon whether You have a computer already that meets the above minimum requirements and other personal preferences You may have.

We have the right to independently access all information collected or compiled by or in accordance with your use of the software at any time without first notifying You. You must update or upgrade computer hardware or software as we deem necessary. We do require You to enter into a subscription to the online QuickBooks update service with Intuit. (Franchise Agreement, Section 12.5)

F. E-Problem Disclaimer

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures and similar problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps so that E-Problems will not materially affect our business. We do not guarantee that information or communication systems that we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, third-party

vendors, lenders, landlords, and governmental agencies on which You rely, have reasonable protection from E-Problems. This may include taking reasonable steps to secure your systems (including firewalls, password protection and anti-virus systems) and to provide backup systems. (Franchise Agreement, Section 12.5)

G. Operations Manual

We will loan to You, during the term of the Franchise Agreement, one copy of the Set of Manuals containing reasonable and mandatory specifications, standards, operating procedures and rules prescribed by us for DSP™ Businesses and information relative to Your other obligations and the operation of a DSP™ Business. You must maintain a current, updated copy of the Set of Manuals. If there are any disputes over the contents of the Manual, the terms of the master copy maintained at our headquarters will control. Our interpretations of the provisions of the Manuals are controlling, and You must abide by our interpretations. We will have the right to periodically add to and otherwise modify the Manuals to reflect changes in the specifications, standards, operating procedures and rules required by us for DSP™ Businesses, provided no addition or modification will materially change your fundamental status and rights under the Franchise Agreement or require You to spend unreasonable additional capital investment. (Franchise Agreement, Article 9)

The Table of Contents for the Manuals, as of the date of this Disclosure Document are as follows:

OPERATIONS MANUAL	
SECTION	**NUMBER PAGES**
Introduction	6
Welcome to Dental Support Plus	2
History of Dental Support Plus Franchises, LLC	5
Franchisee support	2
Dental Support Plus Pre-Opening Timetable	4
Weekly Pre-Opening Schedule and Tasks to Complete	47
Ongoing Franchise Duties and Responsibilities	8
Patents, Copyrights and Proprietary Information	4
Resale, Transfer, Renewal and Closing	5
TOTAL PAGES	**83**
OTHER MATERIALS	
Understanding HIPAA - The Employer's Guide to Compliance	152

Business Management and Taxation Management, includes: Deduct It: Lower Your Small Business Taxes	498
Marketing Strategies, includes: Everything is Marketing: The Ultimate Strategy for Dental Practice Growth	266
TOTAL FOR ALL MANUALS	**999**

We have a compilation of manuals and materials that total 999 pages. Failure to follow the mandatory specifications, standards or operating procedures in the Manuals, as amended from time to time, may constitute a material breach of the Franchise Agreement. If such a material breach is not cured within thirty (30) days of receipt of the written notice from us of default, we may terminate the Franchise Agreement. (Franchise Agreement, Section 16.2)

H. Training

We will conduct an Initial Training program, either online or in person at our option, of approximately 2 business days, that the Designated Manager (which is You, if You are not a corporation or other business entity) must attend and complete to our satisfaction. Although Initial Training is mandatory for the Designated Manager, You may bring up to 1 assistant free of charge. Each additional trainee will be charged $1,000 per day. Training will take place at our headquarters in Scottsdale, Arizona, online, or at another location or locations we designate. The Initial Training program covers all material aspects of the operation of a DSP™ Business, including such topics as: Dental Support Plus mission and principles, establishment of your business structure; legal filings; business licenses; banking and checking accounts; Insurance; accounting and legal support; computer system and software installation; set up accounting systems; market research; marketing plan; optional establishment of office lease; employment suggestions; HIPPA training, if applicable; incoming call scripts; office administration; administrative management training; trademark usage guidelines; maintenance of quality standards; customer service techniques; record keeping and reporting procedures; other operational issues; resale, transfer, renewals an assignment training; and on-the-job training. All Designated Managers must complete initial training to our satisfaction. We expect franchisees will advance through the training program at different rates depending on a variety of factors such as background and experience. Accordingly, the time frames provided in the following chart are an estimate of the time it will take to complete training. If You replace your Designated Manager, your new Designated Manager must attend our training program. We do not charge for Initial Training, however, You must pay for all travel costs and living expenses for your Designated Manager and any of your attendees. We reserve the right to charge You for the training of a new Designated Manager at the then daily rate. You are responsible for training your own employees and other management personnel. This Initial Training is in addition to the on-the-job assistance we provide to You. (Franchise Agreement, Article 8)

TRAINING PROGRAM

Subject [1]	**Hrs. of Training** [1]	**Location / Instructor(s)** [3]
Introduction	1	Scottsdale, AZ or online
Basic Sales	3.5	Scottsdale, AZ or online
Technical Training	4.5	Scottsdale, AZ or online
Accounting and Reporting	4.5	Scottsdale, AZ or online
Advertising and Promotion	1.5	Scottsdale, AZ or online

TOTAL HOURS	15	

1 Length of time spent on a subject and nature of subjects taught may vary depending upon an individual's experience and ability.

2 Training may not be necessary for the full time frame. The numbers of hours listed in this section also include hours spent training on site at the Franchisee's Business.

3 Training may be provided by Kent Maerki and/or John Palmieri, as well as other members of Franchisor's or an Affiliates current staff. The above listed persons' qualifications are included in ITEM 2.

If circumstances require, a substitute trainer may provide training. We also reserve the right to name additional trainers periodically. There are no limits on our right to assign a substitute to provide training.

Periodically, we may require the previously trained and experienced Designated Manager, your other managers and/or employees to attend refresher-training programs to be conducted at our headquarters or other locations we designate. Attendance at these programs will be at your expense; however, we will not require You to attend more than 1 of these programs in any calendar year and these programs will not collectively exceed 4 days during any calendar year. (Franchise Agreement, Section 8.5)

ITEM 12 - TERRITORY

We will grant You a Protected Non-exclusive Territory that will be delineated by a portion of one or multiple Metropolitan or Micropolitan Statistical Areas ("MSA"). MSA's were created pursuant to 44 U.S.C. 3504(e)(3) and 31 U.S.C. 1104(d) and Executive Order No. 10253 (June 11, 1951), under the Executive Office of the President, Office of Management and Budget (OMB). The OMB defines Metropolitan Statistical Areas and Micropolitan Statistical Areas. A Metropolitan Statistical Area typically consists of counties grouped together around larger population areas of 2.5 million people or more across the country. As of the 2009 OMB, there are 366 Metropolitan Statistical Areas (formerly 363) and 574 Micropolitan Statistical Areas (formerly 577) in the United States.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution.

If You are in compliance with the Franchise Agreement during its term, we will not establish more than eight DSP™ Businesses or any substantially similar franchised or company-owned businesses per partner dentist in your Protected Non-exclusive Territory ("Protected Territory"). You have the absolute right under your automatic Area Development Agreement to acquire two additional franchises under Your Franchise Agreement. If a franchise becomes available in your Territory you have the first right of refusal to acquire the available franchised business.

However, we have the right to: (a) establish, own or operate, or continue to own or operate, and license others to establish, own or operate, or continue to own or operate, DSP™ Businesses outside of the Protected Territory; (b) establish, own or operate, and license others to establish, own or operate, or continue to own or operate, other businesses under other systems using other trademarks at locations inside or outside of the Protected Territory; (c) purchase or acquire the assets or controlling ownership of one or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Protected Territory; (d) be acquired by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Protected Territory; (e) provide the services and sell any products authorized for DSP™ Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies and Internet sales and catalog sales, but we will not make any sales to Competitive Businesses inside of the Protected Territory; and/or (f) engage in any other activities not expressly prohibited in the Franchise Agreement. The continued right of your Protected Territory does depend on your sales volume or market penetration. We require a maximum of 25 qualified new patients per quarter and a minimum of 5 new qualified patients per quarter. We request a goal of 15 new qualified patients per quarter, after 180 days of business. We have the right to increase the maximum number of qualified new patients per quarter at any time without prior notice. If You do not maintain the minimum number of qualified new patients it will be grounds for a Notice of Termination with 30 days right to cure. We cannot change the Protected Territory without your consent.

You are protected from Us and other Franchisees making sales in your Protected Non-Exclusive Territory. Recognizing that our industry is a high referral industry and it is possible to receive referrals for clients in different territories, without actively marketing in outside territories, we have developed a fair compensation system. In the event that We or another Franchisee, who owns a DSP Franchise in another MSA location (referred to herein as "Foreign Franchisee"), sells services or products to your partner dentist operating within Your non-exclusive Protected Territory, We or the Foreign Franchisee will be required to pay a penalty to You of 25% of Gross Sales. The entire amount of the penalty will be payable to You, as the Protected Franchisee. Likewise, you can not solicit or accept orders from consumers outside Your territory, utilizing any form of media or advertising including the internet.

If your business is open to the public, You may not relocate the Franchised Business without Our prior written consent. If the lease for the Approved Location expires or terminates through no fault of You or if the Franchised Business's premises is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by both You and Us, We may allow You to relocate the Franchised Business. Any such relocation will be at Your sole expense, and must follow the requirements of Sections 5.1 through 5.6 of the Franchise Agreement including all timeframes. There may need to be modifications by Us, to reflect the new circumstances. We have the right to charge You for any costs incurred by Us in providing assistance to You, including, legal and accounting fees. Otherwise, we have no obligation to provide relocation assistance. If we do not approve of any relocation site, this Agreement shall terminate.

Development Agreement

If You are a Developer, we will grant You a protected non-exclusive Area Development Territory. The Development Territory will vary in size depending upon the number of DSP™ Businesses You intend to develop, population density and demographics, partner dentists and other factors. If You meet the minimum Development Schedule, comply with all other provisions described in the Development Agreement and comply with the provisions of each related Franchise Agreement, we will not establish or operate, or license others to establish or operate, any DSP™ Businesses in your Development Territory during the term of the Development Agreement.

However, We have the right to: (a) continue to own and operate, and allow others to continue to own and operate, DSP™ Businesses existing inside and/or outside of the Development Territory as of the date of the Development Agreement; (b) establish, own or operate, and license others to establish, own or operate, DSP™ Businesses outside of the Development Territory; (c) establish, own or operate, and license others to establish, own or operate, or continue to own or operate, businesses under other systems using other proprietary marks, both within and outside the Development Territory; (d) purchase or acquire the assets or controlling ownership of one or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Development Territory; (e) be acquired by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Development Territory; and (f) provide the services and sell any products authorized for DSP™ Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet sales and catalog sales, but we will not make any sales to Competitive Businesses within the Development Territory. Additionally, We have the right to engage in any activities not expressly forbidden by the Development Agreement.

At the expiration of the Development Agreement, if You have complied with all of its terms and conditions, and if We determine that the Development Territory can support additional DSP™ Businesses, we will, for one year after the expiration of the Development Agreement, give You a right of first refusal to own and operate any additional DSP™ Business we propose for development inside of the Development Territory.

ITEM 13 - TRADEMARKS

Registrations and Applications

We grant our Franchisees the right to operate DSP™ Businesses under the name "Dental Support Plus" which is the principal Mark used to identify our System. You may also use any other current or future Mark to operate your Franchised Business that we designate in writing, including the logo on the front of this Disclosure Document and the trademarks listed below. By "Mark", we mean any trade name, trademark, service mark or logo used to identify DSP™ Businesses. As of the date of this Disclosure Document, our Affiliate, Practice Enhancement Systems, LLC, has filed the registration, and all required Affidavits for the following Marks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Mark	International Classification	Serial / Registration Number	Filed Date Registration Date
Dental Support Plus	IC 035	85-188594 4,130,505	December 1, 2010 April 24, 2012
Dental Support Plus DENTAL PLUS FRANCHISING	IC 035	85-189714 4,130,506	December 2, 2010 April 24, 2012
Dental Support Plus FRANCHISE	IC 035	85-371226	July 14, 2011
Dental Support Plus FRANCHISE An Exciting Franchise Opportunity in the Dental Industry	IC 035	85-371258	July 14, 2011

Our Affiliate, Practice Enhancement Systems, LLC, has granted us a license to use and sublicense to use the above-mentioned Marks, dated December 1, 2010. The term of the license is for 99 years. The license agreement may be terminated if we take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if we wind up, sell, consolidate or merge our business, or if we breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach. Within the license agreement, the term "Marks" includes any other trade names, service marks, trademarks, designs, logos, slogans and commercial symbols now in existence or later adopted by Practice Enhancement Systems, LLC that are used in connection with the System. This license agreement licensed to us any future trademarks acquired by Practice Enhancement Systems, LLC as well.

Proceedings

We know of no currently effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of this state or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks.

Agreements

Except as stated above, there are no agreements currently in effect that significantly limit our rights to use or to license the use of the Marks in any manner material to the franchise.

Infringing Uses

We know of no infringing or prior superior uses that could materially affect the use of the Marks in this State or any other state in which the Franchised Business is to be located.

Your Rights and Obligations with Respect to the Proprietary Property Including the Proprietary Mark

All usage of the Marks by You and any goodwill established through your use will exclusively benefit us. You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by You is a breach of the Franchise Agreement and an

infringement of Our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that we license to You after You sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

We will protect You against claims of infringement or unfair competition arising from your use of any Marks provided (a) You immediately notify us of any apparent infringement of, or challenge or claim to Your use of any Marks, (b) You are in complete compliance with Your Franchise Agreement; (c) You allow us to take whatever action we deem appropriate in these situations. This means we have exclusive control over any settlement or proceeding concerning any Mark; and (d) You agree to be a witness in any legal or arbitration proceeding on our behalf. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks. You may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims, however, You may communicate with your own counsel at your own expense.

You must use the Marks as the sole trade identification of the Franchised Business; however, You may not use any Mark or part of any Mark as part of your business entity name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law.

You must notify us in writing before applying for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the USPTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not advertise on the Internet using, or establish, create or operate an Internet site or website using any domain name containing, the words "Dental Support Plus" or any variation thereof without our prior written consent.

We have the sole right to maintain Social Media sites and applications such as: Twitter, Facebook, LinkedIn and other sites and applications that we may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes. You and your employees do not have the right to utilize the Marks: Dental Support Plus, or Dental Plus, on any Social Media sites or applications, even if made from a personal Social Media account. Further, any representations from You, or your employees regarding your profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, are deemed a breach of Confidential Information under the Franchise Agreement.

The Development Agreement does not grant the right to use the Marks or the right to license others to use the Marks. Use of the Marks is granted only under the Franchise Agreement.

Indemnification of You

We will reimburse You for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if You notify us of the proceeding in a timely manner and You have complied with our directions with regard to such proceeding. We have the right to control the defense and settlement of any such proceeding. We will not reimburse You for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse You in connection with disputes where we challenge your use of a Mark.

Modification

We can require You to modify or discontinue the use of any Mark and/or to use other trademarks or service marks. If we adopt and use new or modified Marks, You may be required to add or replace supplies, signs and fixtures, and You may have to make other modifications as necessary to maintain uniformity with our current standards and specifications; however, You will not be required to spend more than your initial investment during the initial term of the Franchise Agreement. We will not be required to reimburse You for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. We are not obligated to reimburse You for any loss of goodwill associated with a modified or discontinued Mark.

ITEM 14 - PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Under the Franchise Agreement, You agree not to contest, directly or indirectly, our ownership, title, right or interest in our common law rights, copyrights, Trade Dress, Trade Secrets, Confidential Information, the System, methods, procedures or any other intellectual property rights that are part of our System or contest our sole right to register, use or license others to use (except as limited by the Franchise Agreement) the common law rights, copyrights, Trade Dress, Trade Secrets, Confidential Information, the System, methods, procedures or any other intellectual property rights that are part of our System.

Patents

No patents are material to the franchise.

Copyrights

We own copyrights in the Manual, our website, and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not and are not required to register these copyrights with the United States Registrar of Copyrights. You must use these items only as we specify while operating the Franchised Business and You must stop using these items if we direct You to do so. You may not duplicate or disclose any portion of the Manual in an unauthorized manner. Further, all information is proprietary and the Franchise Agreement and the Development Agreement require You to keep such information confidential.

Proceedings

We know of no currently effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials. Except as stated above, our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

Confidential Information

We have developed certain Trade Secrets and other Confidential Information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a DSP™ Business. We will provide our Trade Secrets and other Confidential Information to You during training, in the Manual and as a result of the assistance we furnish You during the term of the franchise. You may only use the Trade Secrets and other Confidential Information for the purpose of operating your Franchised Business. You may only divulge Trade Secrets and other Confidential Information to employees who must have access to it in order to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to Trade Secrets or other Confidential Information, including the owners, directors and any managers of the business (and members of their immediate families and households), are required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Non-Disclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

Proprietary Information

Our Affiliate, Practice Enhancement Systems, LLC , has granted us a license, dated December 1, 2010, to use and sublicense for the use of its domain name www.Dental SupportPlus.com. The term of the license is for 99 years; however, the license agreement may be terminated if we take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if we wind up, sell, consolidate or merge our business, or if we breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach.

We have the sole right to maintain Social Media sites and applications such as: Twitter, Facebook, LinkedIn and other sites and applications that we may establish. We do not allow You to establish or utilize Social Media sites or applications for business purposes. You and your employees do not have the right to utilize any of the Trade Secrets and Confidential Information stated above, or the common law copyrighted materials including the guidelines, books, signage, promotional materials, Manual, training materials, Franchise Agreements, Development Agreements, and any other documents, materials and items for the general ambiance and decor used in the operation of the System and the DSP™ Businesses on any Social Media sites or applications, even if made from a personal Social Media account. Further, any representations from You, or your employees regarding your

profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under the Franchise Agreement, and You will be responsible for indemnifying and reimbursing us all legal, penalties, fines, and court costs associated with your unauthorized representations.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for You or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other Franchisees. Likewise, we will disclose to You concepts and developments of other Franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

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

The Franchised Business must always be under the direct supervision of a Designated Manager. If You are an individual, You must devote your personal attention to the day-to-day operation of the Franchise Business, or employ a manager responsible for running the Franchise Business. If You are a corporation or other business entity, the Designated Manager must be the person You designate in writing (and approved by us in writing) and have primary responsibility for managing the day-to-day affairs of the Franchise Business. If You are a Corporation or partnership, at least one of Your shareholders or partners must devote their personal attention to the day-to-day operation of the Franchise Business.

Unless we otherwise agree in writing, You must be one of the Trainees. Any trainee may act as Manager. You must keep us informed of the identity of your current Designated Manager. The Manager must devote his or her best efforts to the management and operation of your DSPF Franchise. You may hire any Manager acceptable to us rather than be the Manager but this will increase the cost of operation of your DSPF Franchise and may impair results. Any replacement or additional Managers that You hire must complete the Initial Training class before managing your DSPF Franchise, unless we otherwise agree in writing. You are responsible for the expenses of additional Training, including tuition, travel, lodging, meals and salary. The manager must sign a Confidentiality Agreement which prohibits the manager from disclosing proprietary information related to the Franchise or System, as described above, and contains covenants not to compete during and after employment for a period of two years. The manager must not have an interest or business relationship with any of DSPF's competitors. Your Managers must sign our form of Non-Disclosure and Non-competition Agreement before You grant access to the Manuals or any other Confidential Information.

If You are a business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under the Franchise Agreement and Development Agreement and agree to be personally liable for your breach of the Franchise Agreement and Development Agreement by signing the Guaranty and Assumption of Obligations attached to each agreement.

You are not our employee but are your own boss subject to our rights under your Franchise Agreement. We encourage You to be active in the operation of your DSPF Franchise but do not require any personal or location participation by You. We do not require any personal participation of any specific person affiliated with a corporate or partnership Franchisee. You agree that your Franchise is not a "passive" investment but requires You or your Manager's day-to-day supervision of the operation of your DSPF Franchise.

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we specify periodically, in strict accordance with our standards and specifications. You may not sell any services or products that we have not authorized in writing and You must discontinue offering any services or products that we may disapprove. DSPF may modify any of its specifications, standards, or requirements as and when it deems necessary and You must promptly modify your operation or product lines accordingly. There are no limits on our right to do so. If we modify the System, You may be required to add or replace equipment, supplies, signs and fixtures, and You may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications. Additionally, we may require You to refurbish the Franchised Business once every 7 years, if open to the public.

In addition, You must keep the Franchise Business open for the hours specified by the lease where your Business is located, if applicable, and may not use the Franchised Business premises for any purpose other than

the operation of a Franchised Business according to DSPF's requirements, and may only advertise through DSPF-approved media.

You must promote, offer, sell and dispense all products and services required by DSPF as part of the System. You must not engage in any activity, conduct or practice that is contrary to DSPF or Your best interest, or that is reasonably anticipated to result in litigation with suppliers or customers of Your Franchise Business, or in public criticism of DSPF or your Franchised Business generally.

Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing for the purpose of customer or operational feedback or evaluation, your qualifications, and regional or local differences. Neither You nor we have any rights to limit, offer or control the provision of dental services at any dental practice. The right to supervise or to provide dental services is limited to the duly licensed partner dentists in the Territory of your DSP Franchise.

You may recommend other suppliers than are on our approved list. We will evaluate your recommended suppliers to determine if their products meet our specifications and requirements.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THIS TABLE LISTS IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT. FOR RENEWAL, OUR PROVISIONS REQUIRE THAT YOU SIGN THE THEN-CURRENT FRANCHISE AGREEMENT, WHICH MAY HAVE MATERIALLY DIFFERENT TERMS AND CONDITIONS FROM YOUR ORIGINAL AGREEMENT. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
a. Length of the term of the franchise	Section 4.1	The initial term is 10 years.
b. Renewal or extension of the term	Section 4.2	You may renew your Franchise Agreement for an additional term of 10 years, subject to (c) below. If You fail to meet any one of these conditions, we may refuse to renew or extend the terms of your Franchise Agreement. Some items in the renewal Franchise Agreement may be different.
c. Requirements for You to renew or extend	Section 4.2	You may renew the Franchise Agreement, for an additional term of 10 years, if You: have fully complied with the provisions of the Franchise Agreement or have cured any Notices of Default; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement between You and Us; have given timely written notice of your intent to renew; sign a Franchise Agreement; comply with current qualifications and training requirements; and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement.

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
d. Termination by You	Section 16.1	You may terminate the Franchise Agreement if You are in compliance with it and we materially breach it and we fail to begin to cure our breach within 30 days of receiving your written notice.
e. Termination by Us without cause	Not Applicable	
f. Termination by Us with cause	Section 16.2	We may terminate the Franchise Agreement only if You default.
g. "Cause" defined-curable defaults	Section 16.2	You can avoid termination of the Franchise Agreement if You cure a default arising from your failure to comply with mandatory specifications in the Franchise Agreement or Manual within 30 days of receiving our notice of termination or if You cure a default arising from your failure to make payments due us within 5 days of receiving our notice of termination. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
h. "Cause" defined-defaults that cannot be cured	Section 5.5, 16.2	We have the right to terminate the Franchise Agreement without giving You an opportunity to cure if You: fail to have your Designated Manager satisfactorily complete training; made a material misrepresentation or omission in the application for the Franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; use the Manual, Confidential Information or the Marks in an unauthorized manner; abandon the Franchised Business for 21 or more consecutive days; surrender or transfer of control of the Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the primary supervision of a Designated Manager if You die or become disabled; submit reports to Franchisor on 2 or more separate occasions understating any amounts due by more than 2%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any Affiliate; continue to violate any health, safety or other laws or conduct the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; fail to comply with applicable law after notice; repeatedly breach the Franchise Agreement or comply with specifications; or default under any other agreement between You and us (or an Affiliate) such that we (or the Affiliate) have the right to terminate the agreement.

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
		Termination of a Franchise Agreement will not automatically result in the termination of your other Franchise Agreements then in-effect between us unless the same material breach constitutes a breach of the other Franchise Agreement and we take separate steps to termination the Franchise Agreement.
i. Your obligations on termination/non-renewal	Section 17.1	If the Franchise Agreement is terminated or not renewed, You must: stop operating the Franchised Business; stop using any Confidential Information, the System and the Marks; if requested, assign your interest in the Approved Location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages, liquidated damages and costs incurred in enforcing the Franchise Agreement; return the Manual and all other Confidential Information; assign your telephone and facsimile numbers for the Franchised Business to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by Us	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by You-definition	Section 18.2	"Transfer" includes transfer of an interest in the Franchise, the Franchise Agreement, the Approved Location, the Franchised Business's assets or the Franchisee entity.
l. Our approval of transfer by You	Section 18.2	Except for transfers among spouses, members, or partners, You may not transfer your interest in any of the items listed in (k) above without our prior written consent. If we approve, the Transferee shall receive the franchised businesses Protected Territory in its entirety.
m. Conditions for Our approval of transfer[1]	Section 18.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; You and the Transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement; the prospective Transferee meets our business and financial standards; the Transferee and all persons owning any interest in the Transferee sign the then current Franchise Agreement; You provide us with a copy of all contracts and agreements related to the transfer; You or the Transferee pay a transfer fee of $5,000 for the first unit and $1,000 for each additional franchise unit, both figures are plus CPI at the time of transfer; the Transferee or the owners of Transferee have agreed to be personally bound by all provisions of the Franchise Agreement; You have agreed to guarantee performance by the Transferee, if requested by us; the Transferee has obtained all necessary consents and approvals of third parties; You or all of your equity owners have signed a non-competition

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
		agreement in a form the same as or similar to the Non-Disclosure and Non-Competition Agreement attached to the Franchise Agreement; and the Transferee has agreed that its Designated Manager will complete the initial training program before assuming management of the Franchised Business.
n. Our right of first refusal to acquire Your Franchised Business	Article 19	We may match an offer for your Franchised Business or an ownership interest You propose to sell.
o. Our option to purchase Your Franchised Business	Section 17.4	Except as described in (n) above, we do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business for book value.
p. Death or disability	Section 16.2 and 18.6	After a death or incapacity of one of your owners, his or her representative must transfer, subject to the terms of the Franchise Agreement, the owner's interest in the Franchised Business or in the entity owning the interest in the Franchised Business within 24 months of death or incapacity or we may terminate the Franchise Agreement. If we deem it necessary, we may take over the operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred, and we may charge a fee of $500.00 per day for this service and be entitled to reimbursement of expenses.
q. Non-competition covenants during the term of the franchise	Section 7.3 and 7.4	You, your owners (and members of their families and households) and your officers, directors, executives, managers, and employees are prohibited from: attempting to divert any customer, employee or other business associate of ours, the Franchised Business, our Affiliate(s) or any other franchisee to a Competitive Business, or soliciting or attempting to induce any customer, employee or other business associate of ours, the Franchised Business, our Affiliate(s) or any other franchisee to terminate or modify their business relationship with us, the Franchised Business, our Affiliate(s) or any other franchisee or causing injury or prejudice to the Marks or the System; owning or working for a Competitive Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For 2 years after the termination or expiration of the Franchise Agreement, You, your owners (and members of their families and households) and your officers, directors, executives or managers are prohibited from: owning or working for a Competitive Business operating within 50 miles of the Approved Location or within the Protected Territory (whichever is greater), and within 50 miles of any other DSP™ Businesses or Partner Dentists;

THE FRANCHISE RELATIONSHIP		
Provision	**Section In the Franchise Agreement**	**Summary**
		or soliciting or influencing any customers (patients or dentists), employees or business associates of ours, our Affiliate(s) or any other franchisee to terminate or modify their business relationship with us, our Affiliate(s) or any other franchisee.
s. Modification of the agreement	Sections 9.2 and 22.6	The Franchise Agreement can be modified only by written agreement between You and us. We may modify the Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.6	Only the terms of the Franchise Agreement and requirements within the Manual are binding. Any other promises made outside the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 23.7	We do not require Arbitration. We do however offer Mediation. Except for actions or claims for injunctive relief or specific performance or relating to the Marks, Trade Secrets or Confidential Information, all disputes must be mediated in Maricopa County, Arizona.
v. Choice of forum	Section 23.2	Claims for injunctive relief or specific performance may be brought by us where You are located. All litigation must be filed in Maricopa County, Arizona.
w. Choice of law	Section 23.1	Arizona law applies, unless voided by your state (see State Addendums attached), except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).
x. Liquidated Damages	Section 17.9	If You default on your Franchise Agreement, You must pay the monthly average (based on the previous 12 months royalty fees) for either a) 24 months or b) the remaining term of your Agreement, whichever is less, as a liquidated damage.

THE DEVELOPMENT AGREEMENT		
Provision	**Section In the Development Agreement**	**Summary**
a. Term of the Development Rights	Section 5.1	The term expires on the last Opening Date on the Development Schedule.
b. Renewal or extension of the term	Section 5.2	You have no right to renew, but You do have a right of first refusal to open additional franchises in the Development Territory during the year after the Development Agreement expires

THE DEVELOPMENT AGREEMENT		
Provision	**Section In the Development Agreement**	**Summary**
c. Requirements for You to renew or extend	Not applicable	
d. Termination by You	Not applicable	
e. Termination by Us without cause	Not Applicable	
f. Termination by Us with cause	Article 8	We may terminate the Development Agreement only if You default.
g. "Cause" defined-curable defaults	Section 8.2	You can avoid termination of the Development Agreement if You cure a default arising from your failure to comply with mandatory specifications in the Development Agreement within 30 days of receiving our notice of termination.
h. "Cause" defined-defaults that cannot be cured	Section 8.1	We have the right to terminate the Development Agreement without giving You an opportunity to cure if You: transfer any part of the Development Agreement or Development Rights or an interest in your business entity in an unauthorized manner; made a material misrepresentation or omission in the application for the Development Rights; are convicted of a crime that may adversely affect the Marks; misuse or make unauthorized use of the Marks or Confidential Information; we terminate a Franchise Agreement between us and You; or You terminate any Franchise Agreement without cause; or fail to meet the timing requirements or deadlines contained in the Development Schedule.
i. Your obligations on termination/non-renewal	Article 9	If the Development Agreement is terminated, You must: stop using any Trade Secrets and other Confidential Information; pay all sums owed to us; and comply with the covenants not to compete and any other surviving provisions of the Development Agreement.
j. Assignment of contract by Us	Section 7.1	There are no restrictions on our right to assign our interest in the Development Agreement.
k. "Transfer" by You-definition	Section 7.2	"Transfer" includes transfer of ownership in the Development Rights, the Development Agreement, or the developer entity.
l. Our approval of transfer by You	Section 7.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.

THE DEVELOPMENT AGREEMENT		
Provision	**Section In the Development Agreement**	**Summary**
m. Conditions for Our approval of transfer[1]	Section 7.2	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; You and the Transferee have signed a general release, in a form the same as or similar to the General Release attached to the Initial Franchise Agreement; the prospective Transferee meets our business and financial standards; You provide us with a copy of all contracts and agreements related to the transfer; You or the Transferee pay a transfer fee of $5,000 for the first unit and $1,000 for each additional franchise unit, both figures are plus CPI at the time of transfer; the Transferee has agreed to be personally bound by all provisions of the Development Agreement and the owners of Transferee have agreed to personally guarantee Transferee's performance; the Transferee has agreed to be personally bound by all provisions of the then-current Franchise Agreement(s) for new franchisees and the owners of Transferee have agreed to personally guarantee Transferee's performance; the Transferee has obtained all necessary consents and approvals of third parties; and You or all of your equity owners have signed a non-competition agreement, in a form the same as or similar to the Non-Disclosure and Non-Competition Agreement attached to the Franchise Agreement.
n. Our right of first refusal to acquire Your Development Rights	Section 7.4	We may match an offer for your Development Rights or an ownership interest You propose to transfer.
o. Our option to purchase Your Development Rights	Not Applicable	Except as described in (n) above, we do not have the right to purchase your Development Rights; however, during the 30-day period after the termination or expiration of the Development Agreement, we have the right to purchase any assets of the Franchised Business for book value.
p. Your death or disability	Not Applicable	
q. Non-competition covenants during the term of the Development Agreement	Section 9.4	The Development Agreement incorporates by reference the Non-competition covenants of the Franchise Agreement.
r. Non-competition covenants after the Development Agreement is terminated or expires	Section 9.4	The Development Agreement incorporates by reference the post-term Non-competition covenants of the Franchise Agreement.

THE DEVELOPMENT AGREEMENT		
Provision	**Section In the Development Agreement**	**Summary**
s. Modification of the agreement	Section 12.7	The Development Agreement can be modified only by written agreement between You and Us.
t. Integration/merger clause	Sections 12.1 and 12.7	Only the terms of the Development Agreement are binding, although if there is a conflict between the Development Agreement and any Franchise Agreement, the terms of the Franchise Agreement control. Any representations or other promises made outside the Disclosure Document, the Franchise Agreement and the Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 13.7	We do not require Arbitration. We do however offer Mediation. Except for actions or claims for injunctive relief or specific performance or relating to the Marks, Trade Secrets or Confidential Information, all disputes must be mediated in Maricopa County, Arizona.
v. Choice of forum	Section 13.2	Claims for injunctive relief or specific performance may be brought by us where You are located.
w. Choice of law	Section 13.1	Arizona law applies, unless superseded by your state law, except that disputes regarding the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

ITEM 18 - PUBLIC FIGURES

For the purpose of this section, a public figure, per the Federal Trade Commission, means a person whose name or physical appearance is generally known to the public in the geographic area where the franchise will be located. DSPF has no Public Figures within the Franchise System at the time of this Disclosure Document.

ITEM 19 - FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a Franchisor to provide information about the actual or potential financial performance of its franchised and/or Franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a Franchisor provides the actual records of an existing outlet You are considering buying; or (2) a Franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Other than the following financial performance representation, Dental Support Plus Franchise, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If You are purchasing an existing outlet, however, we may provide You with the actual records of that outlet. If You receive any other financial performance information or projections of your future income, You should report it to the Franchisor's management by contacting Norma

Maule, 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258 (480) 304-5565, the Federal Trade Commission, and the appropriate state regulatory agencies.

SAMPLE UNITS:

To further assist You in analyzing the earnings and operating costs involved with a DSP franchise, the following information was compiled and formulated to depict a forecast of future financial performance projection in the Arizona area. We utilized the following assumptions in our projections:

Overall Assumptions

The Federal Trade Commission requires that we spell out the overall assumptions utilized in the below projections. We utilized many different surveys and agencies reports to complete the projections below including the American Dental Society 2008 Report, the National Health Statistics Group survey, the US Department of Commerce, as cited in ADA News, dated January 23, 2008, 2007 Public Opinion Survey: Oral Health of the U.S. Population as last published by the American Dental Association (2008). We relied on those surveys and agency reports to gather the information reflected specifically in the Cost Assumptions and the Sales Assumptions listed directly after this paragraph.

Utilizing the surveys and agencies reports, we specifically forecasted for the Arizona market, which is a metropolitan area that may differ from the market that your franchise will be located in. The Arizona market may have characteristics that materially differ from your Territory, such as the economic or market conditions, density of dental offices within the Territory, and the population size of individuals utilizing dental services. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Prospective Franchisees will receive a Feasibility Modeling tool which will allow the prospective Franchisee to analyze the business model with their own assumptions to determine hypothetical best case, worse case, and expected case scenarios, based upon the information they plug in.

Cost Assumptions used in the following forecast of future financial performance projections

- You will have the monthly expenditures as described in your Franchise Agreement, including the 20% Royalty Fee (Reduced to 5% if You outsource marketing to an approved vendor, as listed in the Manual, for the Local Marketing Support and Patient Requisition Services), plus 27% Territory Marketing and Dental Support Services Fee;

- You will either expend the time necessary for achieving your minimum qualified new patients per quarter, or hire an approved vendor for the Marketing Support Services, which runs between 29-38% fee of Gross Sales per month(we've used the high end in our projections below);

- Your initial Franchise Fee, Area Development Fee, if applicable, Hardware and Software costs are not included in the below cost projections, only the monthly expenditures are represented.

Sales Assumptions used in the following forecast of future financial performance projections

- The total number of new patients per week average being supplied to the Partner Dentist is 2.5.

- The Partner Dentist will pay $175 (after patient discount) for each patient scheduled through our system. After the 5% practice management fee, You will receive the balance of all patient receivables, which is your Gross Sales. The Charter Partner Dentists are on a two year contract beginning in 2012, after which the dentists fee will raise to $200 per new patient. The cash flow is:

For each patient scheduled with the partner dentist:

- $175 is payable to the practice management company, $8.75 is retained out of the $175 for an administrative fee by the dental practice management company
- $166.25 is the Gross Sales payable to the Franchisee via ACH credit to Franchisee's chosen bank account, which is the amount called "Gross Sales" throughout the Disclosure Document and Franchise Agreement

- The Franchisee pays fees to the Franchisor and/or third parties based upon a percentage of Gross Sales that the Franchisee receives. The Fees shown in Item 6 of this FDD and the corresponding Sections 3.2 and 3.3 of the Franchise Agreement are utilized in the following continuing sample:

  With Self-Marketing

  - $166.25 Gross Sales shown in the above paragraph
  - - 33.25 (20% for Royalty fee)
  - - 44.88 (27% for Territory Marketing and Dental Support Services fee)

  - $ 88.12 Balance left to You per $175 paid by the patient to the partner dentist, or 50.3%

  With Outsourced Marketing Supplier

  - $166.25 Gross Sales shown in the above paragraph
  - - 8.31 (5% for Royalty Fee (20% (-) 15% reduction for utilizing outsourced third party marketing company)
  - - 44.88 (27% for Territory Marketing and Dental Support Services fee)
  - - 63.17 (38% for Optional Local Marketing Support and Patient Requisition Services - payable to third party vendors You contract with)

  - $ 49.89 Balance left to You per $175 paid by the patient to the partner dentist, or 28.5%

- Based upon the New Dental Patients National Average with an Annual Inflation Adjustment of three percent (3%), when extrapolated out over the ten (10) year term.

- Projections based on Franchisee opening two additional franchise units within the first forty-eight (48) months at no upfront fee when signing the Franchise Agreement and with financing options available.

"Money Flow" is utilized to describe how You get paid and pay Your Fees under the Franchise Agreement. Namely, once a partner dentist receives a new appointment for a patient, the Partner Dentist pays the $175 patient fee to the Partner Dentist's practice management company, who will deduct their administrative fee, based on the percentages disclosed in this Item 19, and will send You, the balance, known as the "Gross Sales" amount by the tenth of the month for the previous months payment receipts, via an ACH deposit to Your chosen bank account. Then You will pay your Fees out of the Gross Sales You received. The overall cash flow for the Financial Performance Representations is charted below.

REVENUES IN PROGRESS - YEARS 1-5

	Year 1	Year 2	Year 3	Year 4	Year 5
Number of Franchises	1	1	2	3	3
New Patients per Franchise	62.5	125	125	125	125
Total New Patients	62.5	125	187.5	312.5	375
Fee Per Patient	$200.00	$206.00	$212.00	$219.00	$225.00
Net Fee After Patient Discount	$175.00	$181.00	$215.00	$219.00	$225.00
Total Patient Collections	**$10,938.00**	**$22,625.00**	**$39,784.00**	**$68,295.00**	**$84,413.00**
to Practice Mgmt Company - 100%	$10,938.00	$22,625.00	$39,784.00	$68,295.00	$84,413.00
Practice Mgmt Co. Fee - 5.0%	$547.00	$1,131.00	$1,989.00	$3,415.00	$4,221.00
Net to Franchisee - 95%	$10,391.00	$21,494.00	$37,795.00	$64,881.00	$80,193.00

REVENUES IN PROGRESS - YEARS 6-10

	Year 6	Year 7	Year 8	Year 9	Year 10	10 Year Total
Number of Franchises	3	3	3	3	3	
New Patients per Franchise	375	375	375	375	375	2,938
Total New Patients	375	375	375	375	375	
Fee Per Patient	$232.00	$239.00	$246.00	$253.00	$261.00	
Net Fee After Patient Discount	$232.00	$239.00	$246.00	$253.00	$261.00	
Total Patient Collections	**$86,946.00**	**$89,554.00**	**$92,241.00**	**$95,008.00**	**$97,858.00**	**$687,661.00**
to Practice Mgmt Company - 100%	$86,946.00	$89,554.00	$92,241.00	$95,008.00	$97,858.00	$687,661.00
Practice Mgmt Co. Fee - 5.0%	$4,347.00	$4,478.00	$4,612.00	$4,750.00	$4,893.00	$34,383.00
Net to Franchisee - 95%	$82,598.00	$85,076.00	$87,629.00	$90,257.00	$92,965.00	$653,278.00

COSTS IN PROGRESS - YEARS 1-5 (WITH SELF-MARKETING)

(Initial costs raise to $32,500 (Franchise Fee $30,000, $2,500 for Advanced Marketing Training Program, which is required with Self-Marketing)

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Franchisee Revenue	$10,391.00	$21,494.00	$37,795.00	$64,881.00	$80,193.00
Franchisor Royalty - 20%	$2,078.00	$4,299.00	$7,559.00	$12,976.00	$16,039.00
Dental Support Services - 27%	$2,805.00	$5,803.00	$10,205.00	$17,518.00	$21,652.00
Outsourced Marketing Services - 0%					
Franchisee Net Profit	$5,507.00	$11,392.00	$20,031.00	$34,387.00	$42,502.00
Sub Totals	$10,391.00	$21,494.00	$37,795.00	$64,881.00	$80,193.00

COSTS IN PROGRESS - YEARS 1-5 (WITH OUTSOURCED MARKETING SUPPLIER)

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Franchisee Revenue	$10,391.00	$21,494.00	$37,795.00	$64,881.00	$80,193.00
Franchisor Royalty - 5%	$2,078.00	$4,299.00	$7,559.00	$12,976.00	$16,039.00
Dental Support Services - 27%	$2,805.00	$5,803.00	$10,205.00	$17,518.00	$21,652.00
Outsourced Marketing Service - 38%	$3,948.00	$8,168.00	$14,362.00	$24,655.00	$30,473.00
Franchisee Net Profit	$3,117.00	$6,448.00	$11,338.00	$19,464.00	$24,058.00
Sub Totals	$10,391.00	$21,494.00	$37,795.00	$64,881.00	$80,193.00

Operating Expenses are not included, as this franchise is designed to run out of the home. Based upon the equipment and furnishings that You already have, You may need to figure basic office and operating expenses into the equations above. Also the figures above do not include capital expenses such as (but not limited to) land, building, and/or equipment, debt service, depreciation, advertising, administrative expenses such as accounting or legal expenses, taxes, licenses or insurance, the costs of any additional supervisory personnel; or any expenses for transportation, room and board for attending refresher courses.

Gross Sales income represents income before depreciation, amortization, royalties, marketing fees, software fees, rent, interest, corporate general and administrative expense allocations and income taxes.

COSTS IN PROGRESS - YEARS 6-10 (WITH SELF MARKETING)

	Year 6	Year 7	Year 8	Year 9	Year 10
Total Franchisee Revenue	$82,598.00	$85,076.00	$87,629.00	$90,257.00	$92,965.00
Franchisor Royalty - 20%	$16,520.00	$17,015.00	$17,526.00	$18,051.00	$18,593.00
Dental Support Services - 27%	$22,302.00	$22,971.00	$23,660.00	$24,369.00	$25,101.00
Outsourced Marketing Services - 0%					
Franchisee Net Profit	$43,777.00	$45,090.00	$46,443.00	$47,836.00	$49,271.00
Sub Totals	$82,598.00	$85,076.00	$87,629.00	$90,257.00	$92,965.00

COSTS IN PROGRESS - YEARS 6-10 (WITH OUTSOURCED MARKETING SUPPLIER)

	Year 6	Year 7	Year 8	Year 9	Year 10
Total Franchisee Revenue	$82,598.00	$85,076.00	$87,629.00	$90,257.00	$92,965.00
Franchisor Royalty - 5%	$4,130.00	$1,254.00	$4,381.00	$4,513.00	$4,648.00
Dental Support Services - 27%	$22,302.00	$22,971.00	$23,660.00	$24,369.00	$25,101.00
Outsourced Marketing Service - 38%	$31,387.00	$32,329.00	$33,299.00	$34,298.00	$35,327.00
Franchisee Net Profit	$24,779.00	$25,523.00	$26,289.00	$27,077.00	$27,890.00
Sub Totals	$82,598.00	$85,076.00	$87,629.00	$90,257.00	$92,965.00

SAMPLE FINANCING OPTIONS FOR BOTH TYPES OF MARKETING OPTIONS

BREAKDOWN WITH FINANCING OPTION FOR ADDITIONAL UNITS WITH SELF-MARKETING - YEARS 1 - 5

(If a 10 year Term, with 80% Financed at 7% Interest Rate)

The below Model is for analytical purposes only. Below is a sample of Specific Assumptions into the Feasibility Modeling tool, which allows Franchisees to analyze the business model including a financing option with their own assumptions to determine hypothetical best case, worse case and anticipated case scenarios, based upon input of the User. It is not an indication of past results.

	Year 1	Year 2	Year 3	Year 4	Year 5
Franchisee Loan Payments			$3,344.00	$6,688.00	$6,688.00
Net Franchisee Revenue	$5,507.00	$11,392.00	$16,687.00	$27,699.00	$35,814.00
Cumulative Net Revenue	$5,507.00	$16,899.00	$33,586.00	$61,285.00	$97,099.00
Total Franchise Out of Pocket Cost	$32,500.00	$32,500.00	$38,500.00	$44,500.00	$44,500.00
Return on Equity relative to Cost	16.94%	35.05%	43.34%	62.24%	80.48%
Cumulative Return relative to Cost	16.94%	52.00%	95.34%	157.58%	238.07%

BREAKDOWN WITH FINANCING OPTION FOR ADDITIONAL UNITS WITH SELF-MARKETING - YEARS 6 – 10

	Year 6	Year 7	Year 8	Year 9	Year 10
Franchisee Loan Payments	$6,688.00	$6,688.00	$6,688.00	$6,688.00	$6,688.00
Net Franchisee Revenue	$37,089.00	$38,403.00	$39,755.00	$41,149.00	$42,584.00
Cumulative Net Revenue	$134,188	$172,591	$212,346	$253,495	$296,078
Total Franchise Out of Pocket Cost	$44,500.00	$44,500.00	$44,500.00	$44,500.00	$44,500.00
Return on Equity relative to Cost	83.35%	86.30%	89.34%	92.47%	95.69%
Cumulative Return relative to Cost	321.41%	407.71%	497.05%	589.52%	685.21%

BREAKDOWN WITH FINANCING OPTION FOR ADDITIONAL UNITS WITH OUTSOURCED MARKETING SUPPLIER - YEARS 1 - 5

(If a 10 year Term, with 80% Financed at 7% Interest Rate)

The below Model is for analytical purposes only. Below is a sample of Specific Assumptions into the Feasibility Modeling tool, which allows Franchisees to analyze the business model including a financing option with their own assumptions to determine hypothetical best case, worse case and anticipated case scenarios, based upon input of the User. It is not an indication of past results.

	Year 1	Year 2	Year 3	Year 4	Year 5
Franchisee Loan Payments			$3,344.00	$6,688.00	$6,688.00
Net Franchisee Revenue	$3,117.00	$6,448.00	$7,994.00	$12,776.00	$17,370.00
Cumulative Net Revenue	$3,117.00	$9,565.00	$17,560.00	$30,336.00	$47,706.00
Total Franchise Out of Pocket Cost	$30,000.00	$30,000.00	$36,000.00	$42,000.00	$42,000.00
Return on Equity relative to Cost	10.39%	21.49%	22.21%	30.42%	41.36%
Cumulative Return relative to Cost	10.39%	31.88%	54.09%	84.50%	125.87%

BREAKDOWN WITH FINANCING OPTION FOR ADDITIONAL UNITS WITH OUTSOURCED MARKETING SUPPLIER - YEARS 6 – 10

	Year 6	Year 7	Year 8	Year 9	Year 10
Franchisee Loan Payments	$6,688.00	$6,688.00	$6,688.00	$6,688.00	$6,688.00
Net Franchisee Revenue	$18,092.00	$18,835.00	$19,601.00	$20,839.00	$21,202.00
Cumulative Net Revenue	$65,798	$84,633	$104,233	$124,623	$145,824
Total Franchise Out of Pocket Cost	$42,000.00	$42,000.00	$42,000.00	$42,000.00	$42,000.00
Return on Equity relative to Cost	43.08%	44.85%	46.67%	48.55%	50.48%
Cumulative Return relative to Cost	168.94%	213.79%	260.46%	309.00%	359.48%

Gross Sales will vary. In particular, the Gross Sales of your Franchised Business will be directly affected by many factors, such as: (a) geographic location; (b) competition from other similar businesses in your area; (c) sales and marketing effectiveness based on market saturation; (d) your product and service pricing; (e) vendor prices on materials, supplies, and inventory; (f) labor costs; (g) ability to generate clients; (h) client loyalty; and (i) employment conditions in the market. Any such factor may differ materially from those that may exist for a franchise offered to You.

Importantly, You should not consider the Gross Sales presented above to be the actual potential Gross Sales that You will realize. We do not represent that You can or will attain those or similar revenues or margins, or any particular level of Gross Sales. We do not represent that You will generate income, which exceeds the initial payment for, or investment in, your franchise.

Based on all of the matters mentioned in this Item, we recommend that You make your own independent investigation to determine whether or not the franchise may be profitable to You and worth the risk. You should use this information only as a reference in conducting your analysis and in preparing your own projected income statements and cash flow statements. We suggest strongly that You consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that You may incur in owning and operating a franchised business.

CAUTION:

There is no assurance that your Franchised Business will do as well as the projected office referenced in the above table. If You rely upon those figures, You do so at your own risk of not doing as well. Actual results may vary from business to business, and we cannot reasonably estimate the result of a particular business operation.

The success of your franchise will depend largely upon your individual abilities, your use of these abilities, and your market. The financial results of your franchise operations are likely to differ, perhaps materially differ, from the results summarized in this Item 19.

Upon your reasonable request, DSPF will make available to You the substantiating data used in preparing the projected financial results presented.

ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2011 to 2013

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2011	0	124	+124
	2012	124	322	+198
	2013	322	473	+151
Company-Owned	2011	1	1	0
	2012	1	1	0
	2013	1	1	0
Total Outlets	2011	1	125	+124
	2012	125	323	+198
	2013	323	474	+152

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2011-2013

State	Year	Number of Transfers
AZ	2011	0
	2012	0
	2013	5
CA	2011	0
	2012	0
	2013	2
ID	2011	0
	2012	0
	2013	4
OH	2011	0
	2012	0
	2013	2
VA	2011	0
	2012	0
	2013	4
WI	2011	0
	2012	0
	2013	1
Total Transfers	**2011**	**0**
	2012	**0**
	2013	**18**

Table No. 3

Status of Franchised Outlets
For years 2011-2013

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
AK	2011	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
AZ	2011	0	16	0	0	0	0	16
	2012	16	7	0	0	0	1	22
	2013	22	10	0	0	0	0	32
CA	2011	0	42	0	0	0	0	42
	2012	42	68	0	0	0	0	110
	2013	110	48	0	0	0	0	158
CO	2011	0	0	0	0	0	0	0
	2012	0	3	0	0	0	0	3
	2013	3	3	0	0	0	0	6
FL	2011	0	3	0	0	0	0	3
	2012	3	2	0	0	0	0	5
	2013	5	1	0	0	0	0	6
HI	2011	0	0	0	0	0	0	0
	2012	0	2	0	0	0	0	2
	2013	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
ID	2011	0	42	0	0	0	0	42
	2012	42	21	0	0	0	0	63
	2013	63	7	0	0	0	0	70
KS	2011	0	0	0	0	0	0	0
	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	0	1
MN	2011	0	0	0	0	0	0	0
	2012	0	9	0	0	0	0	9
	2013	9	1	0	0	0	0	10
NJ	2011	0	1	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
NY	2011	0	1	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
OH	2011	0	0	0	0	0	0	0
	2012	0	2	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2013	2	0	0	0	0	2	0
OK	2011	0	2	0	0	0	0	2
	2012	2	0	0	0	0	0	2
	2013	2	0	0	0	0	0	2
PA	2011	0	1	0	0	0	0	1
	2012	1	4	0	0	0	0	5
	2013	5	0	0	0	0	0	5
TX	2011	0	1	0	0	0	0	1
	2012	1	2	0	0	0	0	3
	2013	3	3	0	0	0	0	6
UT	2011	0	12	0	0	0	0	12
	2012	12	9	0	0	0	0	21
	2013	21	5	0	0	0	0	26
VA	2011	0	1	0	0	0	0	1
	2012	1	61	0	0	0	0	62
	2013	62	72	0	0	0	0	134
WA	2011	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2012	0	1	0	0	0	0	1
	2013	1	0	0	0	0	0	1
WV	2011	0	0	0	0	0	0	0
	2012	0	2	0	0	0	0	2
	2013	2	0	0	0	0	0	2
WI	2011	0	1	0	0	0	0	1
	2012	1	2	0	0	0	0	3
	2013	3	0	0	0	0	1	2
Totals	**2011**	**0**	**124**	**0**	**0**	**0**	**0**	**124**
	2012	**124**	**198**	**0**	**0**	**0**	**1**	**321**
	2013	**321**	**156**	**0**	**0**	**0**	**3**	**474**

Table No. 4

Status of Company-Owned Outlets
For years 2011-2013

State	**Year**	**Outlets at Start of the Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of the Year**
AZ	**2011**	**1**	**0**	**0**	**0**	**0**	**1**
	2012	**1**	**0**	**0**	**0**	**0**	**1**
	2013	**1**	**0**	**0**	**0**	**0**	**1**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Totals	2011	1	0	0	0	0	1
	2012	1	0	0	0	0	1
	2013	1	0	0	0	0	1

Table No. 5

Projected Openings as of 2013

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
AZ	0	0	0
CA	0	0-4	0
CO	0	0	0
CT	0	0-10	0
FL	0	0-2	0
HI	0	0	0
KS	0	0-7	0
LA	0	0-1	0
MN	0	0-3	0
MT	0	0-5	0
NM	0	0-1	0
NY	0	0-4	0
OH	0	0	0
TN	0	0-1	0
TX	0	0-4	0
UT	0	0	0
VA	0	0-18	0

WA	0	0-1	0
WI	0	0-3	0
WY	0	0-1	0
Total	**0**	**0-75**	**0**

Note to Table 1: The Total number of Franchisees includes any Franchisees signed this fiscal year up to March 7, 2013 are listed in Exhibit B attached. If You buy this franchise, your contact information may be disclosed to other buyers during and when You leave the franchise system.

Note to Table 2: The numbers in the "Total" column may exceed the number of stores affected because several events may have affected the same store. For example, the same store may have had multiple owners.

Note to Table 3: The Total number of Franchisees including any Franchisee's signed through March 7, 2013 is listed in Exhibit B attached. The total number of franchisees in AZ at the end of 2012 may have been reported to the franchisors law firm incorrectly by the past CPA firm. Arizona's 2013 total numbers have been modified to reflect the current numbers.

Note to Table 4: The one company-owned unit shown in this Table is actually Mr. Maerki's business, which utilizes the same DSPF methods and procedures. There is no true company owned units in the DSPF System.

List of Current Franchisees

A list of all DSPF's Franchisees and the addresses of their Franchise Business is attached to this Disclosure Document as Exhibit B.

List of Terminated or Cancelled Franchisees

We have had no Franchisee who was terminated, cancelled or not renewed or otherwise ceased to do business either voluntarily or involuntarily within the last fiscal year, other than those listed below. (*See also* Exhibit B (c). Additionally, we have no Franchisees who has not communicated with us within 10 weeks of this Disclosure Document Issuance date.

Transfers: Franchisees who Ceased Business for Other Reasons: (Voluntarily or Involuntarily)
Adam Albright, 4374 E. Lantern Court, Gilbert, AZ 85297, (602) 738-3882
BJR Trust, Bob Labine, 411 Walnut Street, #5563, Green Eve Spring, FL 32043 (602) 377-8070
Erker & Associates, Steve Erker, 1214E. Beverly Lane, Phoenix, AZ 85022, (602) 795-3200
Ray Chandler LLC, Ray Chandler, 4840 Parkmoor Drive, Westerville, OH 43082, (614) 882-2011
Gwenn Raschefsky, (deceased)
Zero 422, LLC, Narita Bantay, 839 Bridle Ridge Drive, Fairfield, CA 94534 (707) 688-8519
Justesen Dental Group, LLC, Nancy Baron, 211 Garden, Idaho Falls, ID 83402 (208) 390-8356,
Knudson Dental Group, LLC, Neil Knudsen, 14133 N. 75 E., Idaho Falls, ID 83401 (208) 523-7852
Sellers Financial Group, LLC, Tony Sellers, 260 B Street, Idaho Falls, ID 83402 (208) 538-0091
Barbara Russell, Trustee, 4301 Commuter Dr, Ste 102, Virginia Beach, VA 23462 (757)226-9440
DSPF DBunn LLC, Donald Bunn, 132 Trevor Way, Moyock, NC 27958 (252) 232-2827
Fay Cannon, LLC, Faye Cannon, (deceased)
Patricia Hundley, LLC, Patricia Hundley, 505 Windsor Gate Circle, Virginia Beach, VA 23452 (757) 226-9440
Richard A Freeland 401K, Richard Freeland, 937 City Hwy "N", Stoughton, WI 53589 (608) 873-3496

Additional Franchisee Information

If You buy this franchise your contact information may be disclosed to other buyers during and when You leave the franchise system, as required by law.

During our last three fiscal years, we have not signed any confidentiality clauses with current or Former Franchisees which would restrict their ability to speak openly with You about their experience with us. We are not

aware of any trade-specific Franchisee organizations associated with the System and no Independent Franchisee organizations have asked to be included in this Disclosure Document.

ITEM 21 - FINANCIAL STATEMENTS

Attached as Exhibit A are our Unaudited Financials through March 31, 2014; our Audited Financials through December 31, 2013; our Audited Financials through December 31, 2012; and our Audited Financials through December 31, 2011. Our fiscal year ends December 31st.

ITEM 22 - CONTRACTS

The following Agreements are attached to this Disclosure Document as Exhibits:

Confidentiality Agreement	Exhibit C
Deposit Agreement	Exhibit D
Franchise Agreement	Exhibit E
Area Development Agreement	Exhibit F

There are no other contracts or agreements provided by DSPF to be signed by You.

ITEM 23 - RECEIPT

In accordance with the Trade Regulation Rule of the Federal Trade Commission titled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures", a Receipt by the Prospective Franchisee is attached as an Exhibit, located on the last two pages of this Disclosure Document.

You should sign and date both copies of the receipt as of the date You received this Disclosure Document.

Keep one copy for your records and return the other signed copy to us.

[The rest of this page was intentionally left blank]

EXHIBIT A
TO FRANCHISE DISCLOSURE DOCUMENT
DENTAL SUPPORT PLUS FRANCHISE, LLC
FINANCIAL STATEMENTS

The following financial statements are attached:

1. Our Unaudited Profit and Loss and Balance Sheet through March 31, 2014;
2. Our Audited Financial Statements for the Fiscal year 2013;
3. Our Audited Financial Statements for the Fiscal year 2012; and
4. Our Audited Financial Statements for the Fiscal year 2011.

Our fiscal year ends 31st of December.

DENTAL SUPPORT PLUS FRANCHISE, LLC
UNAUDITED BALANCE SHEET
JANUARY 1, 2014 TO MARCH 31, 2014

WHERE INDICATED THE ATTACHED FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Dental Support Plus Franchise, LLC
Balance Sheet

As of March 31, 2014

	Total
ASSETS	
Current Assets	
Bank Accounts	
1000 Wells Fargo	4,987.44
1001 Petty Cash Checking	0.00
1002 Checking 5848	5.00
1003 Merchant Account	0.00
1005 Chase.0765	6,423.92
Dental Plus Management (deleted)	0.00
Total Bank Accounts	$11,416.36
Accounts Receivable	
1100 Accounts Receivable	-9.12
Total Accounts Receivable	$ -9.12
Other current assets	
1110 Accrued Acts Rec	0.00
1400 DPlus Management	600.00
1499 Undeposited Funds	0.00
1500 Loan	623,414.44
Total Other current assets	$624,014.44
Total Current Assets	$635,421.68
TOTAL ASSETS	$635,421.68
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	0.00
Total Accounts Payable	$0.00
Other Current Liabilities	
2005 Loan Payables	313,136.36
2010 Accrued Expenses	0.00
2500 Deferred Franchise Sales	0.00
2600 Customer Deposits	0.00
Total Other Current Liabilities	$313,136.36
Total Current Liabilities	$313,136.36
Total Liabilities	$313,136.36
Equity	
3000 Opening Bal Equity	100.00
3100 Partner One Equity	-200,000.00
3900 Retained Earnings	-78,545.05
Net Income	600,730.37
	Total
Total Equity	$322,285.32
TOTAL LIABILITIES AND EQUITY	$635,421.68

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DENTAL SUPPORT PLUS FRANCHISE, LLC
UNAUDITED PROFIT AND LOSS
JANUARY 1, 2014 TO MARCH 31, 2014

WHERE INDICATED THE ATTACHED FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Dental Support Plus Franchise, LLC
Profit and Loss

January - March, 2014

	Total
Income	
1480 Discounts/Refunds Given	-5,000.00
4000 Franchise Unit Sales	661,874.00
4300 Services	2,871.28
Unapplied Cash Payment Income	-1.03
Total Income	$659,744.25
Gross Profit	$659,744.25
Expenses	
4995 Approved Vendors Fees	28,000.00
5050 Franchise Unit Sales Commission	17,000.00
6000 Advertising & Promotion	0.00
6115 Automobile Expense	47.26
6125 Bank Service Charges	699.26
6130 Contract Labor	5,454.62
6140 Professional Fees	7,360.00
6250 Office Expenses	502.10
6295 Rent	0.00
6305 Repairs	0.00
6340 Security	0.00
6342 Software	0.00
6345 Telephone/Internet	0.00
6355 Travel & Ent	-49.36
Total Expenses	$59,013.88
Net Operating Income	$600,730.37
Net Income	$600,730.37

DENTAL SUPPORT PLUS FRANCHISING, LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2013 AND 2012

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DENTAL SUPPORT PLUS FRANCISING, LLC

TABLE OF CONTENTS

	Page
Independent Auditor's Report	3
Balance Sheets	4
Statements of Operations	5
Statements of Changes in Members' Equity (Deficit)	6
Statements of Cash Flows	7
Notes to Financial Statements	8

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CPA'S

Independent Auditor's Report

To the Member
Dental Support Plus Franchise, LLC
Scottsdale, Arizona

Report on the Financial Statements

We have audited the accompanying financial statements of Dental Support Plus Franchise, LLC which comprise the balance sheet as of December 31, 2013 and the related statements of operations, changes in members' equity (deficit) and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of Dental Support Plus Franchise, LLC as of December 31, 2013 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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Prior Period Financial Statements

The financial statements of Dental Support Plus Franchise, LLC as of December 31, 2012 and the related statements of operations, changes in member equity, and cash flows for the year ended December 31, 2012, were audited by other auditors whose report dated May 31, 2013, expressed an unmodified opinion on those statements.

The financial statements of Dental Support Plus Franchise, LLC as of December 31, 2011 and the related statements of operations, changes in member equity, and cash flows for the year ended December 31, 2011, were audited by other auditors whose report dated May 4, 2012, expressed an unmodified opinion on those statements.

Raymond Reese, CPA

Castle Rock, Colorado
March 11, 2014

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DENTAL SUPPORT PLUS FRANCHISING, LLC
BALANCE SHEETS

	AS OF DECEMBER 31,	
	2013	**2012**
ASSETS:		
CURRENT ASSETS		
Cash and equivalents	$ 25,583	$ 95,685
Accounts receivable	12,916	13,831
TOTAL CURRENT ASSETS	38,499	109,516
MARKETING SERVICES PAID TO AFFILIATE	611,874	-
TOTAL ASSETS	$ 650,373	$ 109,516
LIABILITIES AND MEMBER EQUITY (DEFICIT):		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 4,408	$ 44,000
Due to affiliates, net	312,536	-
TOTAL CURRENT LIABILITIES	316,944	44,000
LONG-TERM LIABILITIES		
Deferred franchise sales	611,874	-
TOTAL LIABILITIES	928,818	44,000
MEMBER EQUITY (DEFICIT)	(278,445)	65,516
TOTAL LIABILITIES AND MEMBER EQUITY (DEFICIT)	$ 650,373	$ 109,516

The accompanying notes are an integral part of these financial statements.

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DENTAL SUPPORT PLUS FRANCHISING, LLC
STATEMENTS OF OPERATIONS

	FOR THE YEARS ENDED DECEMBER 31,		
	2013	**2012**	**2011**
REVENUES			
Franchise sales	$ 624,363	$ 6,150,865	$ 3,345,000
Royalty fees	9,695	6,799	-
TOTAL REVENUES	634,058	6,157,664	3,345,000
COST OF GOODS SOLD			
Marketing services	84,656	3,184,777	2,288,000
Commissions	482,259	1,922,197	757,763
TOTAL COST OF SALES	566,915	5,106,974	3,045,763
GROSS PROFIT	67,143	1,050,690	299,237
OPERATING EXPENSES			
Salaries, wages and related costs	68,086	201,863	67,531
Professional services and related costs	243,621	342,025	112,912
General and administrative	83,853	136,679	75,309
Advertising and promotion	25,492	125,232	22,736
TOTAL OPERATING EXPENSES	421,052	805,799	278,488
OPERATING INCOME (LOSS)	(353,909)	244,891	20,749
OTHER INCOME (EXPENSE)			
Other income	10,000	650	10
Interest expense	(52)	(884)	-
TOTAL OTHER INCOME (EXPENSE)	9,948	(234)	10
NET INCOME (LOSS)	$ (343,961)	$ 244,657	$ 20,759

The accompanying notes are an integral part of these financial statements.

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DENTAL SUPPORT PLUS FRANCHISING, LLC
STATEMENTS OF CHANGES IN MEMBER EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2013, 2012, AND 2011

	Members' Equity	Accumulated Deficit	Total Members' Equity (Deficit)
BALANCE, DECEMBER 31, 2010	$ -	$ -	$ -
Member contributions	100	-	100
Net Income	-	20,759	20,759
BALANCE, DECEMBER 31, 2011	**100**	**20,759**	**20,859**
Member distributions	-	(200,000)	(200,000)
Net Income	-	244,657	244,657
BALANCE, DECEMBER 31, 2012	**100**	**65,416**	**65,516**
Net (Loss)	-	(343,961)	(343,961)
BALANCE, DECEMBER 31, 2013	**$ 100**	**$ (278,545)**	**$ (278,445)**

The accompanying notes are an integral part of these financial statements.

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DENTAL SUPPORT PLUS FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	FOR THE YEARS ENDED DECEMBER 31, 2013	2011	2010
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income (loss)	$ (343,961)	$ 244,657	$ 20,759
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Non-cash member contributions expensed	-	-	100
Decrease (increase) in:			
Accounts receivable	915	39,069	(52,900)
Deferred marketing services	(611,874)	-	-
Increase (decrease) in:			
Accounts payable	(39,592)	(181,358)	225,358
Customer deposits	-	(20,364)	20,364
Deferred revenue	611,874	-	-
Due to affiliate	312,536	-	-
Net cash provided by (used) in operating activities	(70,102)	82,004	213,681
CASH FLOWS FROM INVESTING ACTIVITIES	-	-	-
Net cash (used) in investing activities	-	-	-
CASH FLOWS FROM FINANCING ACTIVITIES			
Member distributions		(200,000)	-
Net cash provided by (used in) financing activities	-	(200,000)	-
NET INCREASE (DECREASE) IN CASH	(70,102)	(117,996)	213,681
CASH, beginning of year	95,685	213,681	-
CASH, end of year	$ 25,583	$ 95,685	$ 213,681
SUPPLEMENTAL DISCLOSURES			
Cash paid for interest	$ 52	$ 884	$ -
Cash paid for taxes	$ -	$ -	$ -

The accompanying notes are an integral part of these financial statements.

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DENTAL SUPPORT PLUS FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Dental Support Plus Franchise, LLC (the "Company") is a Arizona limited liability company and was formed on November 22, 2010. The Company has developed a system identified by the trademark "Dental Support Plus" ("DSP") relating to the establishment and operation of franchise businesses operating in the dental market industry. The business involves utilizing marketing efforts either through individual effort or the use of an Approved Supplier for local advertising and marketing to supply DSP Partner Dentists with patient referrals in exchange for a fee as well as the provision of scheduling, patient tracking and general follow up procedures.

The Company has five affiliates, Intellection, LLC ("INT"), Dental Support Group, LLC ("DSG"), Dental Plus Management, LLC ("DPM"), Practice Enhancement Systems, LLC ("PES"), and Sugartime Management, LLC ("SM"). All affiliates a sister companies and either share common ownership with the Company or are effectively controlled by the member of the Company.

A summary of significant accounting policies follows:

Use of Estimates

Preparation of the Company's financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with original maturities of three months or less at the date of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2013, and 2012, respectively.

Accounts Receivable

Accounts receivable are recorded in the normal course of business through franchise sales and when royalties are earned. The accounts receivable are carried at original invoice amount less any estimate made for doubtful receivables based on a review of the outstanding amounts. Management evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. Management has determined all accounts receivable are fully collectible as of December 31, 2013 and 2012 and therefore has not established a reserve for uncollectible accounts.

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NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Initial Franchise and Development Fees

Initial franchise fees will be recognized as revenue when all material services and conditions required to be performed by the Company have been substantially completed. Initial franchise fees collected by the Company before all material services and conditions are substantially performed will be recorded as deferred franchise sales revenue.

Continuing Franchise Fees

Revenue from continuing franchise fees ("royalties") is based on a percentage of franchise sales subject to royalties, which is generally 5% based on the franchise agreement and is recognized as income by the Company when earned and due.

The Company also collects an additional 27% of the gross revenues of the franchise in addition to the above royalties to establish, maintain and administer an advertising fund.

Income Taxes

The Company has elected to be treated as a partnership for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of its member, and, accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements. The Company's income tax returns are subject to examination by taxing authorities since inception.

Fair Value of Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents and accounts payable, the carrying amounts approximate fair value due to their short maturities.

Advertising

The Company expenses advertising costs as incurred. Advertising expense for the year ended December 31, 2013, 2012 and 2011was $25,492, $125,232 and $22,736, respectively.

Reclassification

Certain amounts in the prior period financial statements have been reclassified for comparative purposes to conform to the presentation in the current period financial statements.

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NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recently issued accounting pronouncements

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). The adoption of the recently issued ASUs, including those not yet effective, is not anticipated to have a material effect on the financial position or results of operations of the Company.

NOTE 2 – MARKETING SERVICES PAID TO AFFILIATE AND DEFERRED FRANCHISE SALES

At December 31, 2013 the Company had advanced $611,874 to DSG for marketing services that will be earned by DSG upon provision of marketing services by DSG in future periods.

The Company has deferred franchise sales revenues in connection with the deferred marketing services of $611,874 as of December 31, 2013. These revenues will be recognized as earned upon the provision by DSG of the marketing services as described in the above paragraph.

For the years ended December 31, 2012 and 2011 there we no deferred marketing services and no deferred franchise sales.

NOTE 3 – RELATED PARTY TRANSACTIONS

As mentioned above the Company has five affiliates. These sister companies provide a variety of services to the Company. INT provides bill payment services. DSG is an Approved Supplier of marketing services for franchisees, and has advanced operating capital. DPM collects the Partner Dentist referral fees and distributes those fees according to the terms of the franchise agreements. PES provides broker services in connection with the sale of franchises. SM has advanced operating capital.

Bills paid under the bill payment services provided by INT are $164,128, $494,142 and $199,133 for the years ended December 31, 2013, 2012 and 2011, respectively.

DSG has provide marketing services in the amounts of $695,874, $1,083,250 and $0 for the years ended December 31, 2013, 2012 and 2011, respectively. As described in Note 2 above, $611,874 of those services have been classified as deferred marketing services in the attached balance sheet of the Company as of December 31, 2013.

Broker services provided by PES have totaled $121,309, 698,010 and $168,705 for the years ended December 31, 2013, 2012 and 2011, respectively.

Loans made to the Company by DSG and SM total $313,136 as of December 31, 2013. Loans made by the Company to DPM total $600 as of December 31, 2013. The loans from and to the Company's affiliates are reported as Due to Affiliates, net on the attached balance sheet. The loans bear no interest, are not collateralized and have no repayment terms.

Royalties received from Partner Dentists by DPM paid to the Company were $9,695, $6,799 and $0 for the years ended December 31, 2013, 2012 and 2011, respectively.

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NOTE 4 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company is party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company

NOTE 9 – SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through March 11, 2014, the date on which the financial statements were available to be issued.

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AUDITED FINANCIAL STATEMENTS
THROUGH DECEMBER 31, 2012

DENTAL SUPPORT PLUS FRANCHISING, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2012

SEMPLE, MARCHAL & COOPER, LLP
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS
2700 NORTH CENTRAL AVENUE, NINTH FLOOR, PHOENIX, ARIZONA 85004 • TEL 602-241-1500 • FAX 602-234-1867

Independent Auditor's Report

To the Members of
Dental Support Plus Franchising, LLC
Scottsdale, Arizona

We have audited the accompanying financial statements of Dental Support Plus Franchising, LLC, which comprise the statement of financial condition as of December 31, 2012, and the related statements of operations, changes in members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Dental Support Plus Franchising, LLC as of December 31, 2012, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

INDEPENDENT MEMBER OF THE BDO SEIDMAN ALLIANCE

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Other Matter

As of December 31, 2012, the Company conducts a substantial amount of its business with and through related parties. We have not conducted an audit in accordance with auditing standards generally accepted in the United States of America on any of these related parties and therefore, do not express an opinion on the financial information of any related party. This report relates only to the financial statements referred to above, and does not extend to any other financial statements or financial information. See Note 2, Related Party Transactions. Our opinion is not modified with respect to this matter.

Semple, Marchal + Cooper, LLP

Certified Public Accountants

Phoenix, Arizona
May 31, 2013

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DENTAL SUPPORT PLUS FRANCHISING, LLC
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2012

ASSETS:	
CURRENT ASSETS	
Cash	$ 95,685
Accounts and other receivables, with no allowance	13,831
TOTAL CURRENT ASSETS	109,516
TOTAL ASSETS	$ 109,516
LIABILITIES AND MEMBERS' EQUITY:	
CURRENT LIABILITIES	
Accounts payable and accrued expenses	$ 44,000
TOTAL LIABILITIES	44,000
MEMBERS' EQUITY	65,516
TOTAL MEMBERS' EQUITY	65,516
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 109,516

The Accompanying Notes are an Integral Part of the Financial Statements

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DENTAL SUPPORT PLUS FRANCHISING, LLC
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2012

Revenues		
Initial franchise fees	$	6,150,865
Royalty revenue		6,799
Total Revenue		6,157,664
Cost of Sales		
Advertising and marketing		3,184,777
Commission		1,922,197
Total Cost of Sales		5,106,974
Gross Profit		1,050,690
Selling, General and Administrative		805,800
Income from Operations		244,890
Other Income (Expenses)		
Other income		650
Other expense		(883)
Total Other (expense)		(233)
Net Income	$	244,657

The Accompanying Notes are an Integral Part of the Financial Statements

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DENTAL SUPPORT PLUS FRANCHISING, LLC
STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2012

Balance – December 31, 2011	$	20,859
2012 Net Income		244,657
2012 Member Distributions		(200,000)
Balance – December 31, 2012	$	65,516

The Accompanying Notes are an Integral Part of the Financial Statements

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DENTAL SUPPORT PLUS FRANCHISING, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2012

Cash flows from operating activities:		
Net income	$	244,657
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in assets and liabilities:		
Accounts receivable		39,069
Accounts payable and accrued expenses		(181,358)
Customer deposits		(20,364)
Net cash provided by operating activities		82,004
Cash flows from financing activities:		
Member distributions		(200,000)
Net cash used in financing activities		(200,000)
Net change in cash and cash equivalents		(117,996)
Cash and cash equivalents, beginning of year		213,681
Cash and cash equivalents, end of year	$	95,685

The Accompanying Notes are an Integral Part of the Financial Statements

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DENTAL SUPPORT PLUS FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Dental Support Plus Franchising, LLC (the "Company") is an Arizona Limited Liability Company originally formed on November 22, 2010. The Company is in the process of further developing a system identified by the trademark "Dental Support Plus" ("DSP") relating to the establishment and operation of franchise businesses operating in the dental industry. The business involves utilizing marketing efforts either through individual efforts or the use of an Approved Supplier for Local Advertising and Marketing to supply DSP Partner Dentists with patient referrals in exchange for a fee, as well as scheduling, patient tracking, and general follow up procedures.

During the year ended December 31, 2012, the Company outsourced substantially all services to be performed under the franchise agreements to third parties, affiliates and related parties. During the last five months of 2012, these outsourced services were primarily performed by related parties.

Use of Estimates

Preparation of the Company's financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid instruments with a maturity of three months or less at the time of purchase to be cash equivalents.

Accounts Receivable

The Company uses the allowance method to account for uncollectible accounts receivable. Accounts receivable arise in the normal course of business through franchise sales and royalties earned. The Company performs credit evaluations of prospective franchisees and does not require collateral. Upon entering into franchise agreements with franchisees, if the Company grants credit to the franchisee, it records accounts receivable which is then monitored and adjusted when deemed uncollectible. The Company charges-off uncollectible receivables when all reasonable collection efforts have been made. Management has deemed all accounts receivable fully collectible as of December 31, 2012 and, therefore, has not established a reserve for uncollectible accounts.

Revenue Recognition

Initial Franchise and Development Fees

Initial franchise fees are recognized as revenue when all material services and conditions required to be performed by the Company have been substantially completed and payment has been received to ensure collectibility. Initial franchise fees collected by the Company before all material services and conditions are substantially performed will be recorded as deferred franchise sales revenue.

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NOTE 1 – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Royalty Revenue

Revenue from continuing franchise fees ("royalties") is based on a percentage of franchise sales subject to royalties, which is generally five-percent (5%) based on the franchise agreement, and is recognized as income by the Company when due and received. The Company earned $2,653 in royalties during the year ended December 31, 2012.

The Company collects an additional 27% of gross revenue of the franchisee, in addition to the above royalties, to establish, maintain and administer an advertising fund. The Company earned $4,146 in advertising funds during the year ended December 31, 2012.

Cost of Sales

Cost of sales is comprised of marketing and advertising expenses, and commissions for initial franchise sales.

Income Taxes

The Company has elected to be treated as a partnership for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of its member and no provision for federal or state income taxes has been recorded in the accompanying financial statements. The Company's income tax returns are subject to examination by tax authorities since inception.

Fair Value of Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents and accounts receivable, the carrying amounts approximate fair value due to their short maturities.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense for the year ended December 31, 2012 was $125,232.

Recently Issued Accounting Pronouncements

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). The adoption of the recently issued ASUs, including those not yet effective, did not have or are not anticipated to have, a material effect on the financial position or results of operations of the Company.

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NOTE 2 – RELATED PARTY TRANSACTIONS

During the year ended December 31, 2012, the Company outsourced substantially all services to be performed under the franchise agreements to third parties, affiliates and related parties. During the last five months of 2012, these outsourced services were primarily performed by related parties.

During 2012, the Company received marketing and advertising services from related parties owned or controlled by Kent Maerki, the sole member of the Company, or his relatives. The Company also pays related parties for sales of initial franchises and other general and administrative services. Further, certain financial obligations of the Company are paid by a related party, and that related party is then reimbursed by the Company. Total expenses to related parties during the year ended December 31, 2012 were approximately $2,310,000, which were comprised of marketing and advertising of approximately $1,064,000, commissions on initial franchise sales of approximately $705,810 and selling, general and administrative expenses of approximately $540,190. At December 31, 2012, amounts due to related parties totaled $33,000, and is included in accounts payable and accrued expenses in the statement of financial condition and cost of sales in the statement of operations.

NOTE 3 – COMMITMENTS AND CONTINGENCIES

Litigation

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 4 – CONCENTRATIONS

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Bank accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At December 31, 2012, the Company had no cash in excess of the FDIC insured limits. The Company has not previously experienced any losses in such accounts.

The Company's revenues are primarily the result of the sales of initial franchises. The Company has not yet developed significant royalty income from its current franchisees. Should the Company be unable to generate a significant recurring revenue stream from royalties from the current franchisees or should initial franchise sales in its markets reach a saturation point, the Company's revenues could be negatively impacted.

NOTE 5 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 31, 2013, the date on which the financial statements were available to be issued.

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AUDITED FINANCIAL STATEMENTS
THROUGH DECEMBER 31, 2011

DENTAL SUPPORT PLUS FRANCHISING, LLC

FINANCIAL REPORT

AS OF DECEMBER 31, 2011

JONES|GROUP

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DENTAL SUPPORT PLUS FRANCHISE, LLC.

TABLE OF CONTENTS

	Page
Independent Auditor's Report	3
Balance Sheets	4
Statements of Operations	5
Statements of Changes in Stockholder's Equity	6
Statements of Cash Flows	7
Notes to Financial Statements	8-11

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JONES|GROUP
CPAs & Advisors

Independent Auditor's Report

To the Members
Dental Support Plus Franchise, LLC
Scottsdale, Arizona

We have audited the accompanying balance sheets of Dental Support Plus Franchise, LLC. as of December 31, 2011 and the related statements of operations, changes in member's equity and cash flows for the year ended December 31, 2011. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of Dental Support Plus Franchise, LLC as of December 31, 2011 and the results of its operations and cash flows for the year ended December 31, 2011 in conformity with accounting principles generally accepted in the United States of America.

Jones Group CPAs

Denver, Colorado
May 4, 2012

234 Columbine Street, Suite 300 • Denver • CO • 80206
Office: (303) 377-6488 • Fax: (303) 377-6498

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DENTAL SUPPORT FRANCHISE, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2011

ASSETS:	
CURRENT ASSETS	
Cash	$ 213,681
Accounts receivable, net of allowance account of $0	$ 52,900
TOTAL CURRENT ASSETS	266,581
TOTAL ASSETS	$ 266,581
LIABILITIES AND STOCKHOLDER'S EQUITY:	
CURRENT LIABILITIES	
Accounts payable and accrued expenses	$ 225,358
Customer deposits	20,364
TOTAL CURRENT LIABILITIES	245,722
LONG-TERM LIABILITIES	-
TOTAL LIABILITIES	245,722
MEMBER'S EQUITY	20,859
TOTAL MEMBER'S EQUITY	20,859
TOTAL LIABILITIES & MEMBER'S EQUITY	$ 266,581

The accompanying notes are an integral part of these financial statements.

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DENTAL SUPPORT FRANCHISE, LLC
STATEMENTS OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2011

REVENUES	
Initial franchise fees	$ 3,345,000
COST OF SALES	3,045,763
GROSS PROFIT	299,237
OPERATING EXPENSES	
Advertising	22,736
Professional services	112,912
General and administrative	75,309
Salary and wages	67,531
TOTAL OPERATING EXPENSES	278,488
OPERATING (LOSS)	20,749
OTHER (EXPENSES)	
Other income	10
TOTAL OTHER (EXPENSE)	10
NET INCOME	20,759

The accompanying notes are an integral part of these financial statements.

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DENTAL SUPPORT PLUS FRANCHISE, LLC
STATEMENT OF CHANGES IN MEMBER'S EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2011

	Member's Contribution	Retained Earnings (Deficit)	Total Member's Equity
BALANCE, DECEMBER 31, 2010	$ -	$ -	$ -
Contributions	100	-	100
Net income	-	20,759	20,759
BALANCE DECEMBER 31, 2011	**$ 100**	**$ 20,759**	**$ 20,859**

The accompanying notes are an integral part of these financial statements.

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DENTAL SUPPORT FRANCHISE PLUS, LLC
STATEMENTS OF CASH FLOWS

	For the Year Ended December 31, 2011
CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	$ 20,759
Adjustments to reconcile net income to net cash provided operating activities:	
Non-cash shareholder contributions expensed	100
(Decrease) increase in:	
Accounts receivable	(52,900)
Increase (decrease) in:	
Accounts payable	225,358
Customer deposits	20,364
Net cash provided by operating activities	213,681
CASH FLOWS FROM INVESTING ACTIVITIES	-
Net cash (used by) investing activities	-
CASH FLOWS FROM FINANCING ACTIVITIES	-
Net cash provided by financing activities	-
NET INCREASE IN CASH	213,681
CASH, Beginning of Year	-
CASH, End of Year	$ 213,681
SUPPLEMENTAL DISCLOSURES	
Cash paid for interest	$ -
Cash paid for taxes	$ -

The accompanying notes are an integral part of these financial statements.

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DENTAL SUPPORT PLUS FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Dental Support Plus Franchise, LLC (the "Company") is a Arizona corporation originally formed November 22, 2010. The Company is in the process of further developing a system identified by the trademark "Dental Support Plus" ("DSP") relating to the establishment and operation of franchises business operating in the dental market industry. The business involves utilizing marketing efforts either through individual effort or the use of an Approved Supplier for Local Advertising and marketing to supply DSP Partner Dentists with patient referrals in exchange for a fee as well as scheduling, patient tracking, and general follow up procedures.

The Company has one affiliate, Intellection, LLC (INT) that provides payment services to the Company.

A summary of significant accounting policies follows:

Financial Accounting Standards Board ("FASB") "Accounting Standards Codification™" (the "Codification" or "ASC")

The Codification is the single source of authoritative generally accepted accounting principles ("GAAP") recognized by the FASB, to be applied by nongovernmental entities in the preparation of financial statements in conformity with GAAP. The Codification became effective for interim and annual periods ending after September 15, 2009 and superseded all previously existing private company accounting and reporting standards. All other non-grandfathered accounting and reporting standards not included in the Codification is non-authoritative. All of our references to GAAP now use the specific Codification Topic or Section rather than prior accounting and reporting standards. The Codification did not change existing GAAP and, therefore, did not affect our financial position or results of operations.

Use of Estimates

Preparation of the Company's financial statements in accordance with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2011.

Accounts Receivable

Accounts receivable arise in the normal course of business through franchise sales and royalties earned. The Company performs credit evaluations of prospective franchisees and does not require collateral. Upon entering into franchise agreements with franchisees, if the Company grants credit to the franchisee, it records accounts receivable which is then monitored and adjusted when deemed uncollectible. Management has deemed all accounts receivable fully collectible as of December 31, 2011 and therefore, has not established a reserve for uncollectible accounts.

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NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Initial Franchise and Development Fees

Initial franchise fees are recognized as revenue when all material services and conditions required to be performed by the Company have been substantially completed. Initial franchise fees collected by the Company before all material services and conditions are substantially performed will be recorded as deferred franchise sales revenue.

Royalties

Revenue from continuing franchise fees ("royalties") is based on a percentage of franchise sales subject to royalties, which is generally four-percent (4%) based on the franchise agreement, and is recognized as income by the Company when received and due. No royalties were collected during the year ended December 31, 2011

The Company also collects an additional nineteen percent (19%) of gross revenues of the franchisee, in addition to the above royalties, to establish, maintain and administer an advertising fund. As of this report date the Company has not established an advertising fund for the benefit of the franchisees and has not collected any advertising funds during the year ended December 31, 2011.

Income Taxes

The Company has elected to be treated as a partnership for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of its members and no provision for federal or state income taxes has been recorded on the accompanying balance sheet.

Fair Value of Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable and accounts payable, the carrying amounts approximate fair value due to their short maturities.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense for the year ended December 31, 2011 was $ 22,736.

Recently issued accounting pronouncements

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). The adoption of the recently issued ASUs, including those not yet effective, is not anticipated to have a material effect on the financial position or results of operations of the Company.

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DENTAL SUPPORT PLUS FRANCHISE, LLC
NOTES TO FINANCIAL STATEMENTS

NOTE 2 - COMMITMENTS AND CONTINGENCIES

Litigation

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 3 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through May 4, 2012, the date on which the financial statement was available to be issued.

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EXHIBIT B
TO FRANCHISE DISCLOSURE DOCUMENT
DENTAL SUPPORT PLUS FRANCHISE, LLC
LIST OF FRANCHISE LOCATIONS

(a) Operational Developers and Franchisees.
The following are the names, addresses and telephone numbers of all DSP Franchisees and Area Developers as of April 1, 2014 who have paid and are operational:
Note: FA / ADA = Franchise Agreement / Area Development Agreement.
The number indicated is the number of franchise businesses purchased.

Company Name	Contact	Address	City, ST Zip	Phone
Alaska				
CRMJR LLC - FA 1 / ADA 1	Leroy Russell Misner Jr.	2730 Kristen	Pocatello, ID 83201	(208) 237-8857
Arizona				
Barbara Korby - FA 1 / ADA 1		6420 Wexford Circle	Citrus Heights, CA 95621	(916) 725-9358
Barbara Korby - FA 2 / ADA 2		6420 Wexford Circle	Citrus Heights, CA 95621	(916) 725-9358
Schijvijnck IRA, LLC - FA 1 / ADA 1	Nancy Schijvijnck	385 E. Devon Drive	Gilbert, AZ 85296	(480) 926-8968
Dental Blueprint - FA 1 / ADA 1	Edward Maznio	7023 W. Blackhawk Drive	Glendale, AZ 85308	(623) 561-2293
The Patricia J. Johnson Revocable Trust - FA 1 / ADA 1	Patricia Johnson	2322 S. Rogers Street #8	Mesa, AZ 85202	480-777-8028
Sandra IRA Investments LLC - FA 1 / ADA 1	Sandra Sickert	5715 E. Cactus Wren Road	Paradise Valley, AZ 85253	(814) 460-2509
MJD Dental, LLC	Michael D. Jones	741 W. Mariposa Street	Phoenix, AZ 85013	(602) 509-4043
William Chase DSP Enterprises, LLC - FA 1 / ADA 1	William M. Chase, Jr.	2314 E. Lamar Rd.	Phoenix, AZ 85016	(602) 388-1710
Bob LaBine - FA1 / ADA 1		5316 E. Valle Vista Road	Phoenix, AZ 85018	(602) 377-8070
Bob LaBine - FA 2 / ADA 2		5316 E. Valle Vista Road	Phoenix, AZ 85018	(602) 377-8070
Hands Free Dental LLC - FA 1 / ADA 1	Aaron Bobkin	17826 N 45th Place	Phoenix, AZ 85032	(248) 505-8217
Lyons Investments LLC - FA 1 / ADA 1	Aaron Bobkin	17826 N 45th Place	Phoenix, AZ 85032	(248) 505-8217
Because He Lives - FA 1 / ADA 1	Bobby Jones	1831 E Donner Drive	Phoenix, AZ 85042	(602) 692-8777
Allyson Johnson - FA 1 / ADA 1		4378 E. Selena Dr	Phoenix, AZ 85050	480-326-7929
Jamaica Bay Holdings, LLC - FA 1 / ADA 1	James R. Orosel	16845 N. 29th Ave, #327	Phoenix, AZ 85053	(626) 437-1645
Jamaica Bay Holdings, LLC - FA 2 / ADA 2	James R. Orosel	16845 N. 29th Ave, #327	Phoenix, AZ 85053	(626) 437-1645

Jamaica Bay Holdings, LLC - FA 3 / ADA 3	James R. Orosel	16845 N. 29th Ave, #327	Phoenix, AZ 85053	(626) 437-1645
Sonora Dental Management, LLC - FA 1 / ADA 1	James R. Orosel	16845 North 29th Avenue	Phoenix, AZ 85053	(602) 773-6824
Sonora Dental Management, LLC - FA 2 / ADA 2	James R. Orosel	16845 N. 29th Ave, #327	Phoenix, AZ 85053	(626) 437-1645
Sonora Dental Management, LLC - FA 3 / ADA 3	James R. Orosel	16845 N. 29th Ave, #327	Phoenix, AZ 85053	(626) 437-1645
Sonora Dental Management, LLC - FA 4 / ADA 4	James R. Orosel	16845 N. 29th Ave, #327	Phoenix, AZ 85053	(626) 437-1645
Irving Segal - FA 1 / ADA 1	Irving Segal	7150 E. Camelback Road, Ste 444	Scottsdale, AZ 85251	(847) 513-9035
Irving Segal - FA 2 / ADA 2	Irving Segal	7150 E. Camelback Road, #444	Scottsdale, AZ 85251	(773) 852-0961
Irving Segal - FA 3 / ADA 3	Irving Segal	7150 E. Camelback Road, #444	Scottsdale, AZ 85251	(773) 852-0961
Nimrod Group, LLC - FA 1 / ADA 1	Jack Alspaugh	6501 E. Greenway Pkwy, #103-534	Scottsdale, AZ 85254	(480) 443-3249
Zack Spectrum - FA 1 / ADA 1	Ester Zack	10570 E Terra Drive	Scottsdale, AZ 85258	(480) 451-1194
M&CH, LLC - FA 1 / ADA 1	Marlys Benitah	15550 North Frank Lloyd Wright Blvd	Scottsdale, AZ 85260	(602) 492-1908
Lacy Dental LLC - FA 1 / ADA 1	Glenn A Lacy	11221 W. Rhode Island Ave	Youngtown, AZ 85363	(402) 429-2371
Barbara Smith - FA 1 / ADA 1		24088 Castle Pines	Yucaipa, CA 92399	(909) 709-1198
Barbara Smith - FA 2 / ADA 2		24088 Castle Pines	Yucaipa, CA 92399	(909) 709-1198
Cook Practice Management, LLC - FA 1 / ADA 1	Charles F. Cook	6800 Strand Avenue, Apt 351	Yuma, AZ 85364	(928) 276-3082
California				
Hullum Practice Management, LLC - FA 1 / ADA 1	Sylvester Hullum	8434 Safe Canyon Court	Antelope, CA 95843	(916) 725-8768
Hullum Practice Management, LLC - FA 2 / ADA 2	Sylvester Hullum	8434 Safe Canyon Court	Antelope, CA 95843	(916) 725-8768
Martin Practice Management, LLC - FA 1 / ADA 1	Rhoda Sue Martin	17441 Lake Arthur Road	Applegate, CA 95703	(530) 878-0620
Martin Practice Management, LLC - FA 2 / ADA 2	Rhoda Sue Martin	17441 Lake Arthur Road	Applegate, CA 95703	(530) 878-0620
Irene DeFoe Franchise Group, LLC - FA 1 / ADA 1	Irene DeFoe	720 Perkins Road	Arbuckle, CA 95912	(530) 701-8080
Vellines Practice Management, LLC - FA 1 / ADA 1	Russell Vellines	PO Box 85	Brooks, CA 95606	(530) 796-4070

Kline Practice Management, LLC - FA 1 / ADA 1	Susan J. Kline	3346 Walnut Avenue	Carmichael, CA 95608	(916) 359-7952
Kline Practice Management, LLC - FA 2 / ADA 2	Susan J. Kline	3346 Walnut Avenue	Carmichael, CA 95608	(916) 359-7952
The Master's Practice Management, LLC - FA 1 / ADA 1	Tao Tang	5116 Infinity Court	Carmichael, CA 95608	(916) 550-1453
Wiley Dog, LLC - FA 1 / ADA 1	Pamela C. Cooper	6665 South Race Circle East	Centennial, CO 80121	(303) 332-2662
Puhl Practice Management, LLC - FA 1 / ADA 1	Bruce Puhl	281 Riverwood Drive	Chester, CA 96020	(530) 260-1396
Idigpio Practice Management, LLC - FA 1 / ADA 1	David Idigpio	7779 Perdez Court	Citrus Heights, CA 95610	(916) 342-0569
Idigpio Practice Management, LLC - FA 2 / ADA 2	David Idigpio	7779 Perdez Court	Citrus Heights, CA 95610	(916) 342-0569
Caring Hands, LLC - FA 1 / ADA 1	Carole Reisinger	7300 Villa Del Sol Lane	Citrus Heights, CA 95621	(480) 993-4921
McRae Group, LLC - FA 1 / ADA 1	Linda Marie McRae	7008 Burnham Drive	Citrus Heights, CA 95621	(916) 397-7187
McRae Group, LLC - FA 2 / ADA 2	Linda Marie McRae	7008 Burnham Drive	Citrus Heights, CA 95621	(916) 397-7187
Shirley Mercil - FA 1 / ADA 1	Shirley Mercil	2703 N. Teton Street, #8	Colorado Springs, CO 80907	(920) 295-9687
Silva Franchise Group, LLC - FA 1 / ADA 1	Edward N. Silva	945 Windmill Drive	Dixon, CA 95620	(707) 693-9145
Schuster Practice Management Group, LLC - FA 1 / ADA 1	Johann Schuster	5698 Poppy Lane	Elk Grove, CA 95747	(916) 686-9557
Eguaras Practice Management, LLC - FA 1 / ADA 1	Eugene W. Eguaras	9312 Katelynn Court	Elk Grove, CA 95758	(916) 684-4733
Arch Angel Solutions, LLC - FA 1 / ADA 1	Michael Cantelme	P.O. Box 493	Fair Oaks, CA 95628	(509) 979-2779
Arch Angel Solutions, LLC - FA 2 / ADA 2	Michael Cantelme	P.O. Box 493	Fair Oaks, CA 95628	(509) 979-2779
Arch Angel Solutions, LLC - FA 3 / ADA 3	Michael Cantelme	P.O. Box 493	Fair Oaks, CA 95628	(509) 979-2779
Arch Angel Solutions, LLC - FA 4 / ADA 4	Michael Cantelme	P.O. Box 493	Fair Oaks, CA 95628	(509) 979-2779
Cantelme Practice Management, LLC - FA 1 / ADA 1	Michael Cantelme	P.O. Box 493	Fair Oaks, CA 95628	(509) 979-2779
Cantelme Practice Management, LLC - FA 2 / ADA 2	Michael Cantelme	P.O. Box 493	Fair Oaks, CA 95628	(509) 979-2779

Cantelme Practice Management, LLC - FA 3 / ADA 3	Michael Cantelme	P.O. Box 493	Fair Oaks, CA 95628	(509) 979-2779
Cantelme Practice Management, LLC - FA 4 / ADA 4	Michael Cantelme	P.O. Box 493	Fair Oaks, CA 95628	(509) 979-2779
Cardiff Dental Health Systems 1, LLC - FA 1 / ADA 1	Alan & Jean Cardiff	5316 Roper Avenue	Fair Oaks, CA 95628	(916) 965-6943
Cardiff Dental Health Systems 1, LLC - FA 2 / ADA 2	Alan & Jean Cardiff	5316 Roper Avenue	Fair Oaks, CA 95628	(916) 965-6943
Cardiff Dental Health Systems 1, LLC - FA 3 / ADA 3	Alan & Jean Cardiff	5316 Roper Avenue	Fair Oaks, CA 95628	(916) 965-6943
Cardiff Dental Health Systems 1, LLC - FA 4 / ADA 4	Alan & Jean Cardiff	5316 Roper Avenue	Fair Oaks, CA 95628	(916) 965-6943
Cardiff Dental Health Systems 1, LLC - FA 5 / ADA 5	Alan & Jean Cardiff	5316 Roper Avenue	Fair Oaks, CA 95628	(916) 965-6943
Cardiff Dental Health Systems 1, LLC - FA 6 / ADA 6	Alan & Jean Cardiff	5316 Roper Avenue	Fair Oaks, CA 95628	(916) 965-6943
Cardiff Dental Health Systems 1, LLC - FA 7 / ADA 7	Alan & Jean Cardiff	5316 Roper Avenue	Fair Oaks, CA 95628	(916) 965-6943
Cardiff Dental Health Systems 1, LLC - FA 8 / ADA 8	Alan & Jean Cardiff	5316 Roper Avenue	Fair Oaks, CA 95628	(916) 965-6943
Cardiff Dental Health Systems 1, LLC - FA 9 / ADA 9	Alan & Jean Cardiff	5316 Roper Avenue	Fair Oaks, CA 95628	(916) 965-6943
Dudley Practice Management, LLC - FA 1 / ADA 1	Jay F. Dudley	4817 Rocklin Way	Fair Oaks, CA 95628	(916) 965-1061
McCrumb Practice Management Ventures, LLC - FA 1 / ADA 1	Dennis McCrumb	7757 Chaparral Way	Fair Oaks, CA 95628	(916) 837-6761
McCrumb Practice Management Ventures, LLC - FA 2 / ADA 2	Dennis McCrumb	7757 Chaparral Way	Fair Oaks, CA 95628	(916) 837-6761
Rails Unlimited, LLC - FA 1 / ADA 1	Derek S. Jones	PO Box 2081	Fair Oaks, CA 95628	(916) 276-0552
Rails Unlimited, LLC - FA 2 / ADA 2	Derek S. Jones	PO Box 2081	Fair Oaks, CA 95628	(916) 276-0552
Rails Unlimited, LLC - FA 3 / ADA 3	Derek S. Jones	PO Box 2081	Fair Oaks, CA 95628	(916) 276-0552
Rails Unlimited, LLC - FA 4 / ADA 4	Derek S. Jones	PO Box 2081	Fair Oaks, CA 95628	(916) 276-0552
Rails Unlimited, LLC - FA 5 / ADA 5	Derek S. Jones	PO Box 2081	Fair Oaks, CA 95628	(916) 276-0552

Busch Practice Management LLC - FA 1 / ADA 1	Rick Busch	118 Barrows Way	Folsom, CA 95630	(916) 496-0126
Busch Practice Management LLC - FA 2 / ADA 2	Rick Busch	118 Barrows Way	Folsom, CA 95630	(916) 496-0126
Busch Practice Management LLC - FA 3 / ADA 3	Rick Busch	118 Barrows Way	Folsom, CA 95630	(916) 496-0126
RT Busch Investments, LLC - FA 1 / ADA 1	Rick Busch	118 Barrows Way	Folsom, CA 95630	(916) 496-0126
RT Busch Investments, LLC - FA 2 / ADA 2	Rick Busch	118 Barrows Way	Folsom, CA 95630	(916) 496-0126
Baca Practice Management, LLC - FA 1 / ADA 1	T. Ernie Baca	12982 Poko Lane	Galt, CA 95632	(209) 744-1367
Boggis Practice Management, LLC - FA 1 / ADA 1	Antony Edward Boggis	220 Mcallister Avenue	Kentfield, CA 94904	(415) 269-5313
Denise Laurent - FA 1 / ADA 1	Denise Laurent	9442 W. Louisiana Avenue	Lakewood, CO 80232	(720) 314-5434
Eads Practice Management, LLC - FA 1 / ADA 1	Bill Joe Eads, Sr.	2199 Blue Heron Loop	Lincoln, CA 95648	(916) 408-0129
Eads Practice Management, LLC - FA 2 / ADA 2	Bill Joe Eads, Sr.	2199 Blue Heron Loop	Lincoln, CA 95648	(916) 408-0129
Robert L. Andersen - FA 1 / ADA 1	Robert L. Anderson	1360 Rose Drive	Lincoln, CA 95648	(916) 408-0679
Karen Lee Hall - FA 1 / ADA 1		5511 West Olympic Blvd, #19	Los Angeles, CA 90036	(323) 931-2133
SDH IRA, LLC - FA 1 / ADA 1	Stuart Hall	5511 West Olympic Blvd, #19	Los Angeles, CA 90036	(323) 651-9950
Mark M. Zangrando 2, LLC - FA 1 / ADA 1		1016 Hancock Avenue	Los Angeles, CA 90069	(310) 360-6659
Arthur Copeland - FA 1 / ADA 1	Arthur Copeland	4542 McRoberts Drive	Mather, CA 95655	(916) 247-6302
Hugh J. McDonald - Sole Proprietor - FA 1 / ADA 1		28997 Thornhill Drive	Menifee, CA 92586	(951) 888-6232
The Smith Family Franchise Group, LLC - FA 1 / ADA 1	Roger S. Smith	6100 Nob Hill Drive	New Castle, CA 95658	(916) 663-2630
Master Dental Franchise, LLC - FA 1 / ADA 1	Vandana Master	371 Donlin Lane	Newbury Park, CA 91320	(805) 390-2345
Hutchinson Practice Management, LLC - FA 1 / ADA 1	John J. Hutchinson	1804 Marion Avenue	Nocato, CA 94545	(415) 722-1510
Hutchinson Practice Management, LLC - FA 2 / ADA 2	John J. Hutchinson	1804 Marion Avenue	Nocato, CA 94545	(415) 722-1510
K2 Dental LLC - FA 1 / ADA 1	Hal & Trena Knowlton	229 Haflinger	Norco, CA 92860	(951) 818-7244
K2 Dental LLC - FA 2 / ADA 2	Hal & Trena Knowlton	229 Haflinger	Norco, CA 92860	(951) 818-7244

Darryl G. Clark Franchise Group LLC - FA 2 / ADA 2	Darryl G. Clark	6452 Channing Drive	North Highlands, CA 95660	(916) 293-9844
Robertino Practice Management, LLC - FA 1 / ADA 1	Anthony Rubertino	6088 Georgia Drive	North Highlands, CA 95660	(916) 332-4200
McHutch Practice Management, LLC - FA 1 / ADA 1	John J. Hutchinson	1804 Marion Avenue	Novato, CA 94945	(415) 722-1510
McHutch Practice Management, LLC - FA 2 / ADA 2	John J. Hutchinson	1804 Marion Avenue	Novato, CA 94945	(415) 722-1510
Thomas Practice Management - FA 1 / ADA 1	Danny Thomas	2357 Grand Vista Place	Oakland, CA 94601	(510) 343-4640
Dental Plus - FA 1 / ADA 1	Nancy Reed	9491 Tonkin Drive	Orangevale, CA 95662	(916) 988-3728
Snider Practice Management, LLC - FA 1 / ADA 1	Dallas Michael Snider	6248 Almond Avenue	Orangevale, CA 95662	(916) 987-8655
Trixie, LLC - FA 1 / ADA 1	Tu Thanh Tran	2660 Upper Bay Road	Oxnard, CA 93036	(805) 760-4031
Minna E. Moonsammy - FA 1 / ADA 1	Minna E. Moonsammy	2580 E. Tahquitz Canyon Way, #116	Palm Springs, CA 92262	(407) 797-9711
Gibson Practice Management Ventures, LLC - FA 1 / ADA 1	Robin K. Gibson	5201 Abbot Road	Penryn, CA 95663	(916) 663-2319
Gibson Practice Management Ventures, LLC - FA 2 / ADA 2	Robin K. Gibson	5201 Abbot Road	Penryn, CA 95663	(916) 663-2319
Livreri, LLC - FA 1 / ADA 1	Michael Livreri	3020 Hermosa Road	Pinon Hills, CA 92372	(760) 868-0202
John L. Marino - FA 1 / ADA 1		4313 Thornhill Way	Pittsburg, CA 94565	(925) 818-7244
Stanley Len Seret - FA 1 / ADA 1		5284 Westgate Road	Plymouth, CA 95669	(209) 245-4508
Stanley Len Seret - FA 2 / ADA 2		5284 Westgate Road	Plymouth, CA 95669	(209) 245-4508
Copeland Franchise Group, LLC - FA 1 / ADA 1	Arthur W. Copeland	10942 Scottsman Way	Rancho Cordova, CA 95670	(916) 247-6302
Copeland Franchise Group, LLC - FA 2 / ADA 2	Arthur W. Copeland	10942 Scottsman Way	Rancho Cordova, CA 95670	(916) 247-6302
Stovall Practice Management, LLC - FA 1 / ADA 1	James A. Stovall	2435 Kaywood Court	Rancho Cordova, CA 95670	(916) 852-7165
Oxley Practice Management, LLC - FA 1 / ADA 1	Larry Oxley	4077 Pinoche Peak Way	Rancho Cordova, CA 95742	(916) 471-5036
Oxley Practice Management, LLC - FA 2 / ADA 2	Larry Oxley	4077 Pinoche Peak Way	Rancho Cordova, CA 95742	(916) 471-5036
English Denal Franchise, LLC - FA 1 / ADA 1	John D. English	2668 Meadow Crest Court	Richmond, CA 94806	(510) 223-3535

Nelson Practice Management, LLC - FA 1 / ADA 1	Larry Don Nelson	136 East Street	Rio Linda, CA 95673	(916) 991-2934
Nelson Practice Management, LLC - FA 2 / ADA 2	Larry Don Nelson	136 East Street	Rio Linda, CA 95673	(916) 991-2934
Nelson Practice Management, LLC - FA 3 / ADA 3	Larry Don Nelson	136 East Street	Rio Linda, CA 95673	(916) 991-2934
Nelson Practice Management, LLC - FA 4 / ADA 4	Larry Don Nelson	136 East Street	Rio Linda, CA 95673	(916) 991-2934
Thomas Reynolds - FA 1 / ADA 1		1900 South Criby Way, Apt 19	Riseville, CA 95661	(916) 786-7464
Felice, LLC - FA 1 / ADA 1	Felice Frank	5715 Favena Drive	Riverside, CA 92509	(951) 685-8284
Carrier Practice Management, LLC - FA 1 / ADA 1	John Carrier	1314 Daisy Court	Roseville, CA 95661	(916) 996-9349
Carrier Practice Management, LLC - FA 2 / ADA 2	John Carrier	1314 Daisy Court	Roseville, CA 95661	(916) 996-9349
BTL Group, LLC - FA 1 / ADA 1	Donald A. Anderson	6088 Burnt Cedar Way	Roseville, CA 95747	(916) 771-4618
BTL Group, LLC - FA 2 / ADA 2	Donald A. Anderson	6088 Burnt Cedar Way	Roseville, CA 95747	(916) 771-4618
Cusick Practice Management, LLC - FA 1 / ADA 1	James C. Cusick	4421 Coach Whip Way	Roseville, CA 95747	(916) 474-4947
Donald A. & Alice M. Anderson - FA 1 / ADA 1	Donald A. Anderson	6088 Burnt Cedar Way	Roseville, CA 95747	(916) 771-4618
Donald A. & Alice M. Anderson - FA 2 / ADA 2	Donald A. Anderson	6088 Burnt Cedar Way	Roseville, CA 95747	(916) 771-4618
Donald A. & Alice M. Anderson - FA 3 / ADA 3	Donald A. Anderson	6088 Burnt Cedar Way	Roseville, CA 95747	(916) 771-4618
Hanson Practice Management, LLC - FA 1 / ADA 1	Cynthia M. Hanson	3291 Farleton Lane	Roseville, CA 95747	(916) 899-5491
Hansen Practice Management, LLC - FA 1 / ADA 1	Ray Hansen	10445 Callawassie Way	Roseville, CA 95747	(916) 774-9045
Reliable Ventures, LLC - FA 1 / ADA 1	Marty L. Ripley	1124 3rd Avenue	Sacramento, CA 95818	(916) 832-6345
Babich Practice Management, LLC – FA 1 / ADA 1		260 Tivoli Way	Sacramento, CA 95819	(916) 453-2062
Raymond Martin Practice Management, LLC - FA 1 / ADA 1	Raymond Martin	4300 Mulford Avenue	Sacramento, CA 95821	(916) 317-3300

LeGaux Corporate Management, LLC - FA 1 / ADA 1	Clyde R. LeGaux	7079 Tamoshanter Way	Sacramento, CA 95822	(916) 204-6400
LeGaux Corporate Management, LLC - FA 2 / ADA 2	Clyde R. LeGaux	7079 Tamoshanter Way	Sacramento, CA 95822	(916) 204-6400
L&M Regal Logistics, LLC - FA 1 / ADA 1	LaMont Smith	3 Back Bay Court	Sacramento, CA 95823	(916) 224-5361
L&M Regal Logistics, LLC - FA 2 / ADA 2	LaMont Smith	3 Back Bay Court	Sacramento, CA 95823	(916) 224-5361
RML Franchise Group, LLC - FA 1 / ADA 1	Rocky J. Fernandez	9524 Achates Circle	Sacramento, CA 95826	(916) 224-6657
The 10% Solution, LLC - FA 1 / ADA 1	Norman L. Gary & Kathy E. Gary	8928 Hollowstone Way	Sacramento, CA 95828	(916) 647-3664
The 10% Solution, LLC - FA 2 / ADA 2	Norman L. Gary & Kathy E. Gary	8928 Hollowstone Way	Sacramento, CA 95828	(916) 647-3664
47R Ventures, LLC - FA 1 / ADA 1	Glenn S. Takeda	2 Kathy Court	Sacramento, CA 95831	(916) 417-2130
Amber Serene Practice Management LLC - FA 1 / ADA 1	Eiichi Takahashi	6707 Trunk Way	Sacramento, CA 95831	(916) 428-6209
Ginn Franchise Group, LLC - FA 1 / ADA 1	Alan K. Ginn	7252 Farm Dale Way	Sacramento, CA 95831	(916) 393-9444
Ginn Franchise Group, LLC - FA 2 / ADA 2	Alan K. Ginn	7252 Farm Dale Way	Sacramento, CA 95831	(916) 393-9444
Ginn Franchise Group, LLC - FA 3 / ADA 3	Alan K. Ginn	7252 Farm Dale Way	Sacramento, CA 95831	(916) 393-9444
Ginn Franchise Group, LLC - FA 4 / ADA 4	Alan K. Ginn	7252 Farm Dale Way	Sacramento, CA 95831	(916) 393-9444
Ginn Franchise Group, LLC - FA 5 / ADA 5	Alan K. Ginn	7252 Farm Dale Way	Sacramento, CA 95831	(916) 393-9444
Ginn Franchise Group, LLC - FA 6 / ADA 6	Alan K. Ginn	7252 Farm Dale Way	Sacramento, CA 95831	(916) 393-9444
Takahashi Practice Management, LLC - FA 1 / ADA 1	Eiichi Takahashi	6707 Trunk Way	Sacramento, CA 95831	(916) 428-6209
Harvest By Favor, LLC - FA 1 / ADA 1	Wing W. Wong & Lily Wong	2503 Autumn Meadow Avenue	Sacramento, CA 95835	(916) 928-9016
Harvest By Favor, LLC - FA 2 / ADA 2	Wing W. Wong & Lily Wong	2503 Autumn Meadow Avenue	Sacramento, CA 95835	(916) 928-9016
Harvest By Favor, LLC - FA 3 / ADA 3	Wing W. Wong & Lily Wong	2503 Autumn Meadow Avenue	Sacramento, CA 95835	(916) 928-9016
Harvest By Favor, LLC - FA 4 / ADA 4	Wing W. Wong & Lily Wong	2503 Autumn Meadow Avenue	Sacramento, CA 95835	(916) 928-9016
Oscar L. Frick - FA 1 / ADA 1	Oscar L. Frick	370 Parnassus Avenue	San Francisco, CA 54117	(415) 566-0733

Four Star Dental LLC - FA 1 / ADA 1	Tiffany Petrossi	2370 Carlton Ave	San Jose, CA 95124	(408) 410-8487
Four Star Dental LLC - FA 2 / ADA 2	Tiffany Petrossi	2370 Carlton Ave	San Jose, CA 95124	(408) 410-8487
Four Star Dental LLC - FA 3 / ADA 3	Tiffany Petrossi	2370 Carlton Ave	San Jose, CA 95124	(408) 410-8487
Four Star Dental LLC - FA 4 / ADA 4	Tiffany Petrossi	2370 Carlton Ave	San Jose, CA 95124	(408) 410-8487
MJ Permanent, LLC - FA 1 / ADA 1	Quan Tran Troung	2805 West Edinger Avenue	Santa Ana, CA 92704	(949) 466-5889
MJ Permanent, LLC - FA 2 / ADA 2	Quan Tran Troung	2805 West Edinger Avenue	Santa Ana, CA 92704	(949) 466-5889
MJ Permanent, LLC - FA 3 / ADA 3	Quan Tran Troung	2805 West Edinger Avenue	Santa Ana, CA 92704	(949) 466-5889
MJ Permanent, LLC - FA 4 / ADA 4	Quan Tran Troung	2805 West Edinger Avenue	Santa Ana, CA 92704	(949) 466-5889
MJ Permanent, LLC - FA 5 / ADA 5	Quan Tran Troung	2805 West Edinger Avenue	Santa Ana, CA 92704	(949) 466-5889
MJ Permanent, LLC - FA 6 / ADA 6	Quan Tran Troung	2805 West Edinger Avenue	Santa Ana, CA 92704	(949) 466-5889
MJ Permanent, LLC - FA 7 / ADA 7	Quan Tran Troung	2805 West Edinger Avenue	Santa Ana, CA 92704	(949) 466-5889
SNS Practice Management, LLC - FA 1 / ADA 1	Shirley Shorey-Silva	13501 Silva Ranch Road	Sloughhouse, CA 95683	(916) 600-6016
SNS Practice Management, LLC - FA 2 / ADA 2	Shirley Shorey-Silva	13501 Silva Ranch Road	Sloughhouse, CA 95683	(916) 600-6016
SNS Practice Management, LLC - FA 3 / ADA 3	Shirley Shorey-Silva	13501 Silva Ranch Road	Sloughhouse, CA 95683	(916) 600-6016
WB & Associates Practice Management, LLC - FA 1 / ADA 1	Wilfried H. Berndt & Bonnie J. Berndt	6046 Forecast Peak	Somerset, CA 95684	(530) 626-6478
WB & Associates Practice Management, LLC - FA 2 / ADA 2	Wilfried H. Berndt & Bonnie J. Berndt	6046 Forecast Peak	Somerset, CA 95684	(530) 626-6478
Mavis Ide - FA 1 / ADA 1		12962 Tarquin Street	Sylmer, CA 91342	(818) 365-5565
Mavis Ide - FA 2 / ADA 2		12962 Tarquin Street	Sylmer, CA 91342	(818) 365-5565
Laura Anne Krall - FA 1 / ADA 1		6638 Swan Street	Ventura, CA 93003	(805) 644-3440
Laura Anne Krall - FA 2 / ADA 2		6638 Swan Street	Ventura, CA 93003	(805) 644-3440
Laura Anne Krall - FA 3 / ADA 3		6638 Swan Street	Ventura, CA 93003	(805) 644-3440
Tzalka, LLC - FA 1 / ADA 1	Mark Tzalka	24300 Hartland Street	West Hills, CA 91307	(818) 262-3725

Robertson Practice Management, LLC - FA 2 / ADA 2	Stewart Robertson	12130 Green Road South	Wilton, CA 95693	(916) 687-7799
Lucille M. Hogan - FA 1 / ADA 1		907A Cooper Avenue	Yuba City, CA 95991	(530) 755-9910
Carolyn J. Herdon - FA 1 / ADA 1	Carolyn J. Herdon	PO Box 94	Yucca Valley, CA 92286	(760) 366-2576
Colorado				
Florida				
Mark Campese - FA 1 / ADA 1		21 Oakview Circle East	Palm Coast, FL 32137	(941) 928-9971
Mark Campese - FA 2 / ADA 2		21 Oakview Circle East	Palm Coast, FL 32137	(941) 928-9971
Mark Campese - FA 3 / ADA 3		21 Oakview Circle East	Palm Coast, FL 32137	(941) 928-9971
Donald M. Healy - FA 1 / ADA 1		10562 Fascination Lane	Royal Palm Beach, FL 33411	(561) 644-9316
E&S LeeFook, LLC - FA 1 / ADA 1	Shirley LeeFook	7658 NW 38 Court	Sunrise, FL 33351	(954) 746-3765
Hawaii				
Holomua Ventures, LLC - FA 1 / ADA 1	Desaix Anderson	149-B Kahako Street	Kailua, HI 96737	(808) 261-5927
Holomua Ventures, LLC - FA 2 / ADA 2	Desaix Anderson	149-B Kahako Street	Kailua, HI 96737	(808) 261-5927
Idaho				
Furniss Dental Group - FA 1 / ADA 1	John & Verla Furniss	700 Tie Breaker Drive	Ammon, ID 83406	(208) 523-0811
Furniss Dental Group - FA 2 / ADA 2	John & Verla Furniss	700 Tie Breaker Drive	Ammon, ID 83406	(208) 523-0811
Michael & Vonnie Nielsen d/b/a Nielsen Dental Group	Michael E. Nielsen & Vonnie L. Nielsen	3055 Talmage Street	Ammon, ID 83406	(208) 522-6852
Randall Dental Group - FA 1 / ADA 1	Clive Randall	2645 Rose Road	Blacktoot, ID 83221	(208) 785-2094
Wood Dental Group - FA 1 / ADA 1	Terry Wood	992 Stars	Chubbuck, ID 83202	(208) 237-2920
Beverly Stucki d/b/a Stucki Dental Group - FA 3 / ADA 3	Beverly Stucki	1760 Kearney Street	Idaho Falls, ID 83401	(208) 523-8184
Beverly Stucki d/b/a Stucki Dental Group - FA 4 / ADA 4	Beverly Stucki	1760 Kearney Street	Idaho Falls, ID 83401	(208) 523-8184
Holyoak Dental Group - FA 1 / ADA 1	Alfred Earl Holyoak	490 Tendoy Drive	Idaho Falls, ID 83401	(208) 523-3310
Holyoak Dental Group - FA 2 / ADA 2	Alfred Earl Holyoak	490 Tendoy Drive	Idaho Falls, ID 83401	(208) 523-3310
Johnson Dental Group, LLC - FA 1 / ADA 1	Gayle Johnson	160 North Ladino Drive	Idaho Falls, ID 83401	(208) 523-1264

Sellers Dental Group, LLC - FA 3 / ADA 3	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Dental Group, LLC - FA 4 / ADA 4	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 1 / ADA 1	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 2 / ADA 2	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 3 / ADA 3	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 4 / ADA 4	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 5 / ADA 5	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 6 / ADA 6	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 7 / ADA 7	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 8 / ADA 8	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 9 / ADA 9	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 10 / ADA 10	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 11 / ADA 11	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 12 / ADA 12	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 13 / ADA 13	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 14 / ADA 14	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Financial Advisors, Inc - FA 15 / ADA 15	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Stucki Dental Group - FA 1 / ADA 1	Beverly Stucki	1760 Kearney Street	Idaho Falls, ID 83401	(208) 523-8184
Stucki Dental Group - FA 2 / ADA 2	Beverly Stucki	1760 Kearney Street	Idaho Falls, ID 83401	(208) 523-8184
Csorsz Dental Group, LLC - FA 1 / ADA 1	Violet I. Csorsz	1465 12th Street	Idaho Falls, ID 83404	(208) 552-0652
Csorsz Dental Group, LLC - FA 2 / ADA 2	Violet I. Csorsz	1465 12th Street	Idaho Falls, ID 83404	(208) 552-0652
Csorsz Dental Group, LLC - FA 3 / ADA 3	Violet I. Csorsz	1465 12th Street	Idaho Falls, ID 83404	(208) 552-0652

Dodge Dental	Richard & Rayola Dodge d/b/a	2313 Henryana Avenue	Idaho Falls, ID 83404	(208) 523-7188
Machovec Dental Group - FA 1 / ADA 1	David & Muriel Machovec	316 12th Street	Idaho Falls, ID 83404	(208) 522-5677
Potter Dental Group, LLC - FA 1 / ADA 1	Julie Potter	1800 Deleware Court	Idaho Falls, ID 83404	(208) 390-3248
Potter Dental Group, LLC - FA 2 / ADA 2	Julie Potter	1800 Deleware Court	Idaho Falls, ID 83404	(208) 390-3248
Potter Dental Group, LLC - FA 3 / ADA 3	Julie Potter	1800 Deleware Court	Idaho Falls, ID 83404	(208) 390-3248
Annette Hendrickson dba Hendrickson Dental Group - FA 1/ADA 1	Annette Hendrickson	1810 Sabin Drive	Idaho Falls, ID 83406	(208) 522-0343
Annette Hendrickson dba Hendrickson Dental Group - FA 2/ADA 2	Annette Hendrickson	1810 Sabin Drive	Idaho Falls, ID 83406	(208) 522-0343
Ronald & Patsy Clark Family Trust - FA 1 / ADA 1	Ronald Clark	881 North Old Highway 91	Inkom, ID 83245	(208) 775-3334
Ronald & Patsy Clark Family Trust - FA 2 / ADA 2	Ronald Clark	881 North Old Highway 91	Inkom, ID 83245	(208) 775-3334
Ronald & Patsy Clark Family Trust - FA 3 / ADA 3	Ronald Clark	881 North Old Highway 91	Inkom, ID 83245	(208) 775-3334
Ronald & Patsy Clark Family Trust - FA 4 / ADA 4	Ronald Clark	881 North Old Highway 91	Inkom, ID 83245	(208) 775-3334
Hansen Dental Group, LLC - FA 1 / ADA 1	George & Ruth Hansen	815 E. 2500 North	Monteview, ID 83435	(208) 657-2573
Hansen Dental Group, LLC - FA 2 / ADA 2	George & Ruth Hansen	815 E. 2500 North	Monteview, ID 83435	(208) 657-2573
Hansen Dental Group, LLC - FA 3 / ADA 3	George & Ruth Hansen	815 E. 2500 North	Monteview, ID 83435	(208) 657-2573
Hansen Dental Group, LLC - FA 4 / ADA 4	George & Ruth Hansen	815 E. 2500 North	Monteview, ID 83435	(208) 657-2573
Hansen Dental Group, LLC - FA 5 / ADA 5	George & Ruth Hansen	815 E. 2500 North	Monteview, ID 83435	(208) 657-2573
Hansen Dental Group, LLC - FA 6 / ADA 6	George & Ruth Hansen	815 E. 2500 North	Monteview, ID 83435	(208) 657-2573
Hansen Dental Group, LLC - FA 7 / ADA 7	George & Ruth Hansen	815 E. 2500 North	Monteview, ID 83435	(208) 657-2573
Hansen Dental Group, LLC - FA 8 / ADA 8	George & Ruth Hansen	815 E. 2500 North	Monteview, ID 83435	(208) 657-2573
Lazolynn Dental - FA 1 / ADA 1	Leroy Russel Misner, Jr.	2730 Kristen Place	Pocatello, ID 83201	(208) 237-8657

Clark Dental Group - FA 1 / ADA 1	Larry L. Clark	4333 East 300 North	Rigby, ID 83442	(208) 745-7764
Cook Dental Group, LLC - FA 1 / ADA 1	Jenice A. Cook	3463 E. 200 North	Rigby, ID 83442	(208) 754-9390
Larry L. Clark d/b/a Clark Dental Group - FA 1 / ADA 1	Larry L. Clark	4333 E. 300 N.	Rigby, ID 83442	(208) 745-7764
Thurman Dental Group - FA 1 / ADA 1	Kenneth Thurman	97 North 4300 East	Rigby, ID 83442	(208) 745-8128
Hutchens Dental Group - FA 1 / ADA 1	June Hutchens	PO Box 100	Ririe, ID 83443	(208) 538-5594
Hutchens Dental Group - FA 2 / ADA 2	June Hutchens	PO Box 100	Ririe, ID 83443	(208) 538-5594
Johnson Dental Group - FA 1 / ADA 1	Richard Johnson	PO Box 2	Ririe, ID 83443	(602) 405-8220
Johnson Dental Group - FA 2 / ADA 2	Richard Johnson	PO Box 2	Ririe, ID 83443	(602) 405-8220
Donald & Ada Wadsworth d/b/a Wadsworth Dental - FA 1 / ADA 1	Donald C. Wadsworth & Ada D. Wadsworth	1521 N. 800 E.	Shelley, ID 83274	(208) 357-3749
Skinner Dental - FA 1 / ADA 1	Jack Skinner & Alberta Skinner	646 E. 1500 N.	Shelley, ID 83274	(208) 357-5208
Gambles Dental Group, LLC - FA 1 / ADA 1	Milton B. Gambles	331 Court Street	Soda Springs, ID 83276	(208) 547-3189
Gambles Dental Group, LLC - FA 2 / ADA 2	Milton B. Gambles	331 Court Street	Soda Springs, ID 83276	(208) 547-3189
Gambles Dental Group, LLC - FA 3 / ADA 3	Milton B. Gambles	331 Court Street	Soda Springs, ID 83276	(208) 547-3189
Gambles Dental Group, LLC - FA 4 / ADA 4	Milton B. Gambles	331 Court Street	Soda Springs, ID 83276	(208) 547-3189
Gambles Dental Group, LLC - FA 5 / ADA 5	Milton B. Gambles	331 Court Street	Soda Springs, ID 83276	(208) 547-3189
Milton B. Gambles dba Gambles Dental Group - FA 1 / ADA 1	Milton B. Gambles	331 Court Street	Soda Springs, ID 83276	(208) 547-3189
Baker Dental Group - FA 1 / ADA 1	Thomas Kay Baker	6509 East 2000 North	Sugar City, ID 83448	(208) 458-4230
Baker Dental Group - FA 2 / ADA 2	Thomas Kay Baker	6509 East 2000 North	Sugar City, ID 83448	(208) 458-4230
Kansas				
Owens Practice Mangement, LLC - FA 1 / ADA 1	Dennis Owens	1146 Jefferson Street	Wichita, KS 67203	(316) 210-8393
Louisiana				
Marvin H. Mounce - FA 1 / ADA 1	Marvin H. Mounce	16024 Alford Drive	Greenwell Springs, LA 70739	(225) 262-4117

Glenda Mounce - FA 1 / ADA 1	Glenda Mounce	16024 Alford Drive	Greenwell Springs, LA 70739	(225) 262-4117
Marvin H. Mounce - FA 2 / ADA 2	Marvin H. Mounce	16024 Alford Drive	Greenwell Springs, LA 70739	(225) 262-4117
Marvin H. Mounce - FA 3 / ADA 3	Marvin H. Mounce	16024 Alford Drive	Greenwell Springs, LA 70739	(225) 262-4117
Marvin H. Mounce - FA 4 / ADA 4	Marvin H. Mounce	16024 Alford Drive	Greenwell Springs, LA 70739	(225) 262-4117
Minnesota				
Iris Lola Heinrich, LLC - FA 1 / ADA 1	Iris Lola Heinrich	2424 Olympic Street	Brook Park, MN 55051	(320) 679-7175
Kenneth & Ramona Nastrom - FA 1 / ADA 1	Kenneth Eugene & Romona Yolanda Nastrom	2118 352nd Avenue Northeast	Cambridge, MN 55008	(763) 689-3768
Stack Dental Group, LLC - FA 1 / ADA 1	Mike Stack	4500 Thomas Lake Circle	Eagan, MN 55122	(248) 505-8217
Stack Dental Group, LLC - FA 2 / ADA 2	Mike Stack	4500 Thomas Lake Circle	Eagan, MN 55122	(248) 505-8217
Gerald Evenson - FA 1 / ADA 1		2263 Hwy 65	Mora, MN 55051	(763) 552-0585
Sharon L. Holmstrom - FA 1 / ADA 1		2048 Spring Brook Trail	Mora, MN 55051	(218) 240-4086
Sharon L. Holmstrom - FA 2 / ADA 2		2048 Spring Brook Trail	Mora, MN 55051	(218) 240-4086
Robert & Majorie Morgan - FA 1 / ADA 1	Robert Morgan & Marjorie Morgan	7402 299th Avenue Northeast	North Branch, MN 55056	(651) 674-4551
Robert & Majorie Morgan - FA 2 / ADA 2	Robert Morgan & Marjorie Morgan	7402 299th Avenue Northeast	North Branch, MN 55056	(651) 674-4551
Gerald J. Cerven, LLC - FA 1 / ADA 1	Gerald John Cerven	12363 77th Street North	Stillwater, MN 55082	(651) 439-1925
New Jersey				
On Platinum Pond, LLC - FA 1 / ADA 1	R. Craig Newell	2 Sheffield Drive	Moorestown, NJ 08057	(856) 802-0649
New York				
Josephine H. Carter Trust - FA 1 / ADA 1	Christopher L. Carter	101 Westend Avenue, #14DD	New York, NY 10023	(410) 661-1332
Oklahoma				
Bonnie's Dental Group - FA 1 / ADA 1	Bonnie R. Raymond	1312 Grand Manor	Midwest City, OK 73130	(405) 401-0615
Bonnie's Dental Group - FA 2 / ADA 2	Bonnie R. Raymond	1312 Grand Manor	Midwest City, OK 73130	(405) 401-0615
Pennsylvannia				
RJC Ventures, LLC - FA 1 / ADA 1	Russell Campbell	404 Banyon Lane	Downingtown, PA 19335	(610) 873-9836

RJC Ventures, LLC - FA 2 / ADA 2	Russell Campbell	404 Banyon Lane	Downingtown, PA 19335	(610) 873-9836
RJC Ventures, LLC - FA 3 / ADA 3	Russell Campbell	404 Banyon Lane	Downingtown, PA 19335	(610) 873-9836
RJC Ventures, LLC - FA 4 / ADA 4	Russell Campbell	404 Banyon Lane	Downingtown, PA 19335	(610) 873-9836
RJC Ventures, LLC - FA 5 / ADA 5	Russell Campbell	404 Banyon Lane	Downingtown, PA 19335	(610) 873-9836
Texas				
Yingling - FA 1 / ADA 1	Carolyn Jacobs	1426 Hewitt Drive	Houston, TX 77018	(713) 686-7458
Ronald R. Spahr - FA 1 / ADA 1		4730 Camden Brook Lane	Katy, TX 77494	(281) 295-4837
PS 11977 Group, LLC - FA 1 / ADA 1	Carolyn Casey	419 Marymont Drive	New Braunfels, TX 78130	(830) 237-4123
PS 11977 Group, LLC - FA 2 / ADA 2	Carolyn Casey	419 Marymont Drive	New Braunfels, TX 78130	(830) 237-4123
Doris N. Hoyle - FA 1 / ADA 1		PO Box 834	Premont, TX 78375	(361) 876-8373
Utah				
Nard V. Allen dba Allen Dental Group - FA 1 / ADA 1	Nard V. Allen	1064 East 200 North	Brigham City, UT 84302	(435) 723-8406
Nard V. Allen dba Allen Dental Group - FA 2 / ADA 2	Nard V. Allen	1064 East 200 North	Brigham City, UT 84302	(435) 723-8406
Charlotte Grubb, LLC - FA 1 / ADA 1	Charlotte Grubb	1816 E. Whitetail Way	Layton, UT 84040	(801) 628-1389
Charlotte Grubb, LLC - FA 2 / ADA 2	Charlotte Grubb	1816 E. Whitetail Way	Layton, UT 84040	(801) 628-1389
Charlotte Grubb, LLC - FA 3 / ADA 3	Charlotte Grubb	1816 E. Whitetail Way	Layton, UT 84040	(801) 628-1389
Local Book Publishing, Inc. - FA 1 / ADA 1	Bryan Willets	380 East Main Street, Bldg B Ste 100	Midway, UT 84049	(435) 654-7012
Local Book Publishing, Inc. - FA 2 / ADA 2	Bryan Willets	380 East Main Street, Bldg B Ste 100	Midway, UT 84049	(435) 654-7012
Local Book Publishing, Inc. - FA 3 / ADA 3	Bryan Willets	380 East Main Street, Bldg B Ste 100	Midway, UT 84049	(435) 654-7012
Local Book Publishing, Inc. - FA 4 / ADA 4	Bryan Willets	380 East Main Street, Bldg B Ste 100	Midway, UT 84049	(435) 654-7012
Local Book Publishing, Inc. - FA 5 / ADA 5	Bryan Willets	380 East Main Street, Bldg B Ste 100	Midway, UT 84049	(435) 654-7012
Aemag Corporation - FA 1 / ADA 1	Gayla Rounds	4545 South Hallow Road	Nibley, UT 84321	(435) 245-0200
T and B Dreams, LLC - FA 1 / ADA 1	Timothy & Becky Baumann	2841 Virginia Way	Odgen, UT 84403	(801) 394-3439

Charles K. Colson Sr. dba Colson Dental Group - FA 1 / ADA 1	Charles K. Colson Sr.	843 Canyon Road	Ogden, UT 84404	(801) 394-4044
Charles K. Colson Sr. dba Colson Dental Group - FA 2 / ADA 2	Charles K. Colson Sr.	843 Canyon Road	Ogden, UT 84404	(801) 394-4044
Charles K. Colson Sr. dba Colson Dental Group - FA 3 / ADA 3	Charles K. Colson Sr.	843 Canyon Road	Ogden, UT 84404	(801) 394-4044
Charles K. Colson Sr. dba Colson Dental Group - FA 4 / ADA 4	Charles K. Colson Sr.	843 Canyon Road	Ogden, UT 84404	(801) 394-4044
Charles K. Colson Sr. dba Colson Dental Group - FA 5 / ADA 5	Charles K. Colson Sr.	843 Canyon Road	Ogden, UT 84404	(801) 394-4044
Charles K. Colson Sr. dba Colson Dental Group - FA 6 / ADA 6	Charles K. Colson Sr.	843 Canyon Road	Ogden, UT 84404	(801) 394-4044
Gold Leaf Directories, Inc. - FA 1 / ADA 1	Mark Blake	25 South 100 East, Suite J	Richfield, UT 84701	(435) 896-8508
Gold Leaf Directories, Inc. - FA 2 / ADA 2	Mark Blake	25 South 100 East, Suite J	Richfield, UT 84701	(435) 896-8508
Gold Leaf Directories, Inc. - FA 3 / ADA 3	Mark Blake	25 South 100 East, Suite J	Richfield, UT 84701	(435) 896-8508
Gold Leaf Directories, Inc. - FA 4 / ADA 4	Mark Blake	25 South 100 East, Suite J	Richfield, UT 84701	(435) 896-8508
Gold Leaf Directories, Inc. - FA 5 / ADA 5	Mark Blake	25 South 100 East, Suite J	Richfield, UT 84701	(435) 896-8508
Pack Dental Group, LLC - FA 1 / ADA 1	Judy J. Pack	2165 Harmony Place	Saint George, UT 84790	(208) 757-0813
LaRee Snow dba Snow Dental Group - FA 1 / ADA 1	LaRee Snow	2732 South 900 East	Salt Lake City, UT 84106	(801) 487-1595
LaRee Snow dba Snow Dental Group - FA 2 / ADA 2	LaRee Snow	2732 South 900 East	Salt Lake City, UT 84106	(801) 487-1595
Virginia				
DSPF Houston, LLC - FA 1 / ADA 1	Laura R. Houston	4826 Kell Lane	Alexandria, VA 22311	(703) 370-7277
Christina T. Durrell, LLC - FA 1 / ADA 1	Christina T. Durrell	7738 Overbrook Drive	Catlett, VA 20119	(540) 349-0416
DSPF DRopp, LLC - FA 1 / ADA 1	David K. Ropp	115 Harbor Watch Drive	Chesapeake, VA 23320	(757) 403-6647
DSPF TAustin, LLC - FA 1 / ADA 1	Teresa Austin	1539 Long Parish Way	Chesapeake, VA 23320	(757) 409-7047
DSPF TAustin, LLC - FA 2 / ADA 2	Teresa Austin	1539 Long Parish Way	Chesapeake, VA 23320	(757) 409-7047
Hanks Electric, LLC - FA 1 / ADA 1	Blake E. Hanks	2211 Carolina Road	Chesapeake, VA 23322	(757) 630-3039

Hanks Electric, LLC - FA 2 / ADA 2	Blake E. Hanks	2211 Carolina Road	Chesapeake, VA 23322	(757) 630-3039
Hanks Electric, LLC - FA 3 / ADA 3	Blake E. Hanks	2211 Carolina Road	Chesapeake, VA 23322	(757) 630-3039
Kari and Jason Larsen - FA 1 / ADA 1	Kari Larsen	212 Old Oaks Terrace	Chesapeake, VA 23322	(757) 646-2216
Patrick Annas, LLC - FA 1 / ADA 1	Patrick H. Annas	1516 Hawick Terrace	Chesapeake, VA 23322	(757) 204-4664
Patrick Annas, LLC - FA 2 / ADA 2	Patrick H. Annas	1516 Hawick Terrace	Chesapeake, VA 23322	(757) 204-4664
Patrick Annas, LLC - FA 3 / ADA 3	Patrick H. Annas	1516 Hawick Terrace	Chesapeake, VA 23322	(757) 204-4664
Patrick Annas, LLC - FA 4 / ADA 4	Patrick H. Annas	1516 Hawick Terrace	Chesapeake, VA 23322	(757) 204-4664
DSPF Hatfield I, LLC - FA 1 / ADA 1	Vanaleen Hatfield	3408 Martin Johnson Road	Chesapeake, VA 23323	(757) 487-4086
DSPF JRitter, LLC - FA 1 / ADA 1	John B. Ritter	4134 Dartmouth Lane	Gainesville, VA 20155	(703) 517-4276
DSPF JRitter, LLC - FA 2 / ADA 2	John B. Ritter	4134 Dartmouth Lane	Gainesville, VA 20155	(703) 517-4276
DSPF HGray, LLC - FA 1 / ADA 1	Mildred Gray	153 Middleburg Hunt Road	Hampton, VA 23666	(757) 826-5845
DSPF HGray, LLC - FA 2 / ADA 2	Mildred Gray	153 Middleburg Hunt Road	Hampton, VA 23666	(757) 826-5845
DSPF HGray, LLC - FA 3 / ADA 3	Mildred Gray	153 Middleburg Hunt Road	Hampton, VA 23666	(757) 826-5845
DSPF HGray, LLC - FA 4 / ADA 4	Mildred Gray	153 Middleburg Hunt Road	Hampton, VA 23666	(757) 826-5845
DSPF MGray, LLC - FA 1 / ADA 1	Mildred Gray	153 Middleburg Hunt Road	Hampton, VA 23666	(757) 826-5845
DSPF MGray, LLC - FA 2 / ADA 2	Mildred Gray	153 Middleburg Hunt Road	Hampton, VA 23666	(757) 826-5845
DSPF MGray, LLC - FA 3 / ADA 3	Mildred Gray	153 Middleburg Hunt Road	Hampton, VA 23666	(757) 826-5845
DSPF MGray, LLC - FA 4 / ADA 4	Mildred Gray	153 Middleburg Hunt Road	Hampton, VA 23666	(757) 826-5845
ICS 401(k) Plan, LLC - FA 1 / ADA 1	Edward S. Henderson, Trustee	6990 Scenic Point Place	Manassas, VA 20112	(703) 646-7323
ICS 401(k) Plan, LLC - FA 2 / ADA 2	Edward S. Henderson, Trustee	6990 Scenic Point Place	Manassas, VA 20112	(703) 646-7323
ICS 401(k) Plan, LLC - FA 3 / ADA 3	Edward S. Henderson, Trustee	6990 Scenic Point Place	Manassas, VA 20112	(703) 646-7323

DSPF DBunn, LLC - FA 2 / ADA 2	Donald R. Bunn	132 Trevor Way	Moyock, NC 27958	(252) 232-2827
Matthew & Susan Roth, LLC - FA 2 / ADA 2	Matthew A. Roth	700 Prescott Circle	Newport News, VA 23602	(757) 814-1048
DSPF SSommer, LLC - FA 1 / ADA 1	Sigfried Sommer	718 West Ocean View Avenue	Norfolk, VA 23503	(757) 618-6899
DSPF SSommer, LLC - FA 2 / ADA 2	Sigfried Sommer	718 West Ocean View Avenue	Norfolk, VA 23503	(757) 618-6899
Faery Paths, LLC - FA 1 / ADA 1	Maureen D. Womack	6029 Newport Avenue	Norfolk, VA 23505	(757) 284-4831
DSPF DRicks, LLC - FA 2 / ADA 2	Richard D. Ricks	2308 Granby Street	Norfolk, VA 23517	(757) 627-4844
DSPF RDavis, LLC - FA 1 / ADA 1	Robert L. Davis	1360 Eagle Avenue	Norfolk, VA 23518	(757) 226-9440
DSPF RDavis, LLC - FA 2 / ADA 2	Robert L. Davis	1360 Eagle Avenue	Norfolk, VA 23518	(757) 226-9440
Janet Herbert, LLC - FA 1 / ADA 1	Janet Herbert	PO Box 782	Palm Beach, FL 33480	(757) 226-9440
DSPF DParker, LLC - FA 1 / ADA 1	Amos Dan Parker, Jr.	3225 Monument Avenue	Richmond, VA 23221	(757) 226-9440
DSPF RHayes, LLC - FA 1 / ADA 1	Richard T. Hayes	3157 Winterberry Lane	Virginia Beach, VA 23453	(757) 427-0535
DSPF Walsh, LLC - FA 1 / ADA 1	Terri Walsh	1405 Woodbridge Trail	Virginia Beach, VA 23453	(757) 471-5166
DSPF Black, LLC - FA 1 / ADA 1	William J. Black	1737 North Woodhouse Road	Virginia Beach, VA 23454	(757) 481-3001
DSPF Wolfgang, LLC - FA 1 / ADA 1	Donald G. Wolfgang	5008 Smith Farm Road	Virginia Beach, VA 23455	(757) 460-1683
The Frank Ray Ivey, LLC - FA 1 / ADA 1	Linda J. Wharton	3500 Winding Trail Circle	Virginia Beach, VA 23456	(757) 301-8779
The Frank Ray Ivey, LLC - FA 2 / ADA 2	Linda J. Wharton	3500 Winding Trail Circle	Virginia Beach, VA 23456	(757) 301-8779
Teaching and Learning for All, LLC - FA 1 / ADA 1	Andrea Tottossy	2633 Springhaven Drive	Virginia Beach, VA 23456	(757) 427-1140
William J. O'Meara, LLC - FA 1 / ADA 1	William J. O'Meara	2644 Einstein Drive	Virginia Beach, VA 23456	(757) 689-0436
William & Sharon O'Meara, LLC - FA 1 / ADA 1	William J. & Sharon O'Meara	2644 Einstein Drive	Virginia Beach, VA 23456	(757) 689-0436
Barbara Russell, LLC - FA 2 / ADA 2	Barbara Russell	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
Barbara Russell, LLC - FA 3 / ADA 3	Barbara Russell	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF AKwong, LLC - FA 1 / ADA 1	Andy James Kwong	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Annas, LLC - FA 1 / ADA 1	Patrick H. Annas	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440

DSPF Annas, LLC - FA 2 / ADA 2	Patrick H. Annas	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Black, LLC - FA 2 / ADA 2	William Black	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF CStevens, LLC - FA 1 / ADA 1	Cynthia L. Stevens	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF CStevens, LLC - FA 2 / ADA 2	Cynthia L. Stevens	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Etter, LLC - FA 1 / ADA 1	Thomas H. Etter	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Gerek, LLC - FA 1 / ADA 1	Kyle D. Gerek	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 1 / ADA 1	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 2 / ADA 2	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 3 / ADA 3	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 4 / ADA 4	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 5 / ADA 5	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 6 / ADA 6	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 7 / ADA 7	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 8 / ADA 8	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 9 / ADA 9	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 10 / ADA 10	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 11 / ADA 11	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 12 / ADA 12	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 13 / ADA 13	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 14 / ADA 14	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 15 / ADA 15	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 16 / ADA 16	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 17 / ADA 17	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440

DSPF Group, LLC - FA 18 / ADA 18	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 19	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 20	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 21	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 22	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 23	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 24	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 25	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 26	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 27	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Group, LLC - FA 28	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF JMayo, LLC - FA 1 / ADA 1	James G. Mayo	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF JMayo, LLC - FA 2 / ADA 2	James G. Mayo	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF JMayo, LLC - FA 3 / ADA 3	James G. Mayo	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF KBrunell, LLC - FA 1 / ADA 1	Kateri T. Brunell	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF KBrunell, LLC - FA 2 / ADA 2	Kateri T. Brunell	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF LStory, LLC - FA 1 / ADA 1	Linwood N. Story	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF LStory, LLC - FA 2 / ADA 2	Linwood N. Story	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF LStory, LLC - FA 3 / ADA 3	Linwood N. Story	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Mailhot I, LLC - FA 1 / ADA 1	Dennis J. Mailhot	4301 Commuter Drive, Suite 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Mailhot I, LLC - FA 2 / ADA 2	Dennis J. Mailhot	4301 Commuter Drive, Suite 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Mailhot I, LLC - FA 3 / ADA 3	Dennis J. Mailhot	4301 Commuter Drive, Suite 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Mailhot I, LLC - FA 4 / ADA 4	Dennis J. Mailhot	4301 Commuter Drive, Suite 102	Virginia Beach, VA 23462	(757) 226-9440

DSPF Markowitz, LLC - FA 1 / ADA 1	Tina & Scott Markowitz	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Markowitz, LLC - FA 2 / ADA 2	Tina & Scott Markowitz	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Markowitz, LLC - FA 3 / ADA 3	Tina & Scott Markowitz	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Noble, LLC - FA 1 / ADA 1	Elaine K. & Bruce D. Noble	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Noble, LLC - FA 2 / ADA 2	Elaine K. & Bruce D. Noble	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF PMailhot, LLC - FA 1 / ADA 1	Daryl Bank, Dominion Private Client Group, Trustee for The Phillip J. Mailhot Irrevocable Trust dated April 10, 2012	c/o Dominion Franchise, 4301 Commuter Drive, Suite 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF PMailhot, LLC - FA 2 / ADA 2	Daryl Bank, Dominion Private Client Group, Trustee for The Phillip J. Mailhot Irrevocable Trust dated April 10, 2012	c/o Dominion Franchise, 4301 Commuter Drive, Suite 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF PMailhot, LLC - FA 3 / ADA 3	Daryl Bank, Dominion Private Client Group, Trustee for The Phillip J. Mailhot Irrevocable Trust dated April 10, 2012	c/o Dominion Franchise, 4301 Commuter Drive, Suite 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF PMailhot, LLC - FA 4 / ADA 4	Daryl Bank, Dominion Private Client Group, Trustee for The Phillip J. Mailhot Irrevocable Trust dated April 10, 2012	c/o Dominion Franchise, 4301 Commuter Drive, Suite 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF PStory, LLC - FA 1 / ADA 1	Pamela K. Story	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF PStory, LLC - FA 2 / ADA 2	Pamela K. Story	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440

DSPF PStory, LLC - FA 3 / ADA 3	Pamela K. Story	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Rudibaugh, LLC - FA 1 / ADA 1	Richard J. Rudibaugh	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF SGordon, LLC - FA 1 / ADA 1	Sheila H. Gordon	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Taylor, LLC - FA 1 / ADA 1	BJ & Carol Taylor	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF TKomo, LLC - FA 1 / ADA 1	Thelma Komo	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Wolfgang, LLC - FA 2 / ADA 2	Donald G. Wolfgang & Myrna Wolfgang	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Wolfgang, LLC - FA 3 / ADA 3	Donald G. Wolfgang & Myrna Wolfgang	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Wolfgang, LLC - FA 4 / ADA 4	Donald G. Wolfgang & Myrna Wolfgang	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
Gregory Gonda, LLC - FA 1 / ADA 1	Gregory M. Gonda	3008 Robinswood Court	Virginia Beach, VA 23462	(757) 589-5087
Teaching & Learning For All, LLC - FA 3 / ADA 3	Andrea Tottossy & Joseph M Tottossy	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
Teaching & Learning For All, LLC - FA 4 / ADA 4	Andrea Tottossy & Joseph M Tottossy	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
Teaching & Learning For All, LLC - FA 5 / ADA 5	Andrea Tottossy & Joseph M Tottossy	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
Terri J. Walsh - FA 1 / ADA 1		4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
Terri J. Walsh, LLC - FA 1 / ADA 1	Terri J. Walsh	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF ARangel, LLC - FA 1 / ADA 1	Adan F. Rangel, Jr.	1705 Pompey Court	Virginia Beach, VA 23464	(757) 479-1837
DSPF ARangel, LLC - FA 2 / ADA 2	Adan F. Rangel, Jr.	1705 Pompey Court	Virginia Beach, VA 23464	(757) 479-1837
DSPF ARangel, LLC - FA 3 / ADA 3	Adan F. Rangel, Jr.	1705 Pompey Court	Virginia Beach, VA 23464	(757) 479-1837
DSPF ARangel, LLC - FA 4 / ADA 4	Adan F. Rangel, Jr.	1705 Pompey Court	Virginia Beach, VA 23464	(757) 479-1837
DSPF ARangel, LLC - FA 5 / ADA 5	Adan F. Rangel, Jr.	1705 Pompey Court	Virginia Beach, VA 23464	(757) 479-1837
DSPF KHGreene, LLC - FA 1 / ADA 1	Kenneth Greene & Holly Greene	5452 Wallingford Arch	Virginia Beach, VA 23464	(757) 424-7011

DSPF MBarry, LLC - FA 1 / ADA 1	J. Michael Barry	5728 Hamlet Road	Virginia Beach, VA 23464	(757) 420-5701
DSPF MBarry, LLC - FA 2 / ADA 2	J. Michael Barry	5728 Hamlet Road	Virginia Beach, VA 23464	(757) 420-5701
DSPF MBarry, LLC - FA 3 / ADA 3	J. Michael Barry	5728 Hamlet Road	Virginia Beach, VA 23464	(757) 420-5701
DSPF MBarry, LLC - FA 4 / ADA 4	J. Michael Barry	5728 Hamlet Road	Virginia Beach, VA 23464	(757) 420-5701
DSPF PBarry, LLC - FA 1 / ADA 1	Peggy A. Barry	5728 Hamlet Road	Virginia Beach, VA 23464	(757) 420-5701
Howard W. Root, LLC - FA 1 / ADA 1	Howard W Root	1048 Chatmoss Drive	Virginia Beach, VA 23464	(757) 420-2895
Howard W. Root, LLC - FA 2 / ADA 2	Howard W Root	1048 Chatmoss Drive	Virginia Beach, VA 23464	(757) 420-2895
Washington				
Trust FBO Kristi M. Molina - FA 1 / ADA 1	Kandis Marie Brewer	827 High School Road NE, Apt C101	Bainbridge Island, WA 98110	(206) 201-3587
West Virginia				
Charles Alpaugh, LLC - FA 1 / ADA 1	Charles W. Alpaugh	HC 63 Box 249	Romney, WV 26757	(304) 822-8035
Charles Alpaugh, LLC - FA 2 / ADA 2	Charles W. Alpaugh	HC 63 Box 249	Romney, WV 26757	(304) 822-8035
Wisconsin				
Michael J. Holschbach Retirement Plan 1, LLC - FA 1 / ADA 1	Michael J. Holschbach	405 Meadowlark Drive	Madison, WI 53717	(608) 221-4167
Festive Dental Retirement, LLC - FA 1 / ADA 1	Mark Skowron	2511 8th Street South, Unit 227	Wisconsin Rapids, WI 54494	(847) 436-6337

(b) Area Development Agreements or Franchise Agreements **sent but not yet** Executed nor Operational. The Following are the names, addresses and telephone numbers of as DSP Area Developers and Franchisees as of April 1, 2014, who are not yet operational or have not signed, but who has requested Agreements.
Note: FA / ADA = Franchise Agreement / Area Development Agreement.
The number indicated is the number of franchise businesses purchased.

Company Name	Contact	Address	City, ST Zip	Phone
Arizona				
Faith Hope Charity, LLC - FA 1 / ADA 1	Deborah Jenkins	5186 West Tonopah Drive	Glendale, AZ 85308	(623) 561-6710
Humburg Enterprises - FA 1 / ADA 1	Robert D. Humburg dba	32104 N. 23rd Avenue	Phoenix, AZ 85085	(602) 396-5123
Humburg Enterprises - FA 2 / ADA 2	Robert D. Humburg dba	32104 N. 23rd Avenue	Phoenix, AZ 85085	(602) 396-5123
Dental Support Plus Franchise, LLC - FA 1 / ADA 1	Kent Maerki	7119 East Shea Blvd., Ste 109-479	Scottsdale, AZ 85254	(480) 216-9875
DRS Dental, LLC - FA 1 / ADA 1	Dale Smith	6501 East Greenway Parkway	Scottsdale, AZ 85254	(602) 329-1169
California				
Caring Hands, LLC - FA 2	Carole Reisinger	7300 Villa Del Sol Lane	Citrus Heights, CA 95621	(480) 993-4921
Rails Unlimited, LLC - FA 6	Derek S. Jones	PO Box 2081	Fair Oaks, CA 95628	(916) 276-0552
Doyle Practice Management, LLC - FA 1 / ADA 1	Leona Doyle	114 Puffer Way	Folsom, CA 95630	(916) 456-1980
Perry Practice Management, LLC - FA 1 / ADA 1	Sharon Perry	108 Whelan Court	Folsom, CA 95630	(916) 351-1914
Thomas Practice Management, LLC - FA 2 / ADA 2	Danny Thomas	1420 Lakeshore Avenue	Oakland, CA 94606	(510) 343-4640
TNR Group, LLC - FA 1 / ADA 1	Nancy I. Reed	9491 Tonkin Drive	Orangevale, CA 95662	(916) 988-3720
Stingo Ventures, LLC - FA 1 / ADA 1	Grand E. Nelson	200 Amber Lane	Placerville, CA 95667	(530) 621-1694
Dean Practice Management, LLC - FA 1 / ADA 1	Julie A. Dean	3250 Laurel Hurst Drive, Apt 228	Rancho Cordova, CA 95670	(916) 207-6030

Stovall Practice Management, LLC - FA 1 / ADA 1	James A. Stovall	2435 Kaywood Court	Rancho Cordova, CA 95670	(916) 852-7165
ADP - FA 1 / ADA 1	Jeff Eschrich	7017 Pembroke Way	Rocklin, CA 95677	(916) 789-0343
ADP - FA 2 / ADA 2	Jeff Eschrich	7017 Pembroke Way	Rocklin, CA 95677	(916) 789-0343
ADP - FA 3 / ADA 3	Jeff Eschrich	7017 Pembroke Way	Rocklin, CA 95677	(916) 789-0343
Donald A. & Alice M. Anderson - FA 4		6088 Burnt Cedar Way	Roseville, CA 95747	(916) 7714618
Donald A. & Alice M. Anderson - FA 5		6088 Burnt Cedar Way	Roseville, CA 95747	(916) 7714618
WDY Group, LLC - FA 1 / ADA 1	William Yee	7717 El Dura Drive	Sacramento, CA 95831	(916) 392-0952
WDY Group, LLC - FA 2 / ADA 2	William Yee	7717 El Dura Drive	Sacramento, CA 95831	(916) 392-0952
Unetic Speculative, LLC - FA 1 / ADA 1	Andrew Unetic	1286 Rich Court	San Luis Obispo, CA 93401	(805) 512-4692
McNicholas Practice Management, LLC - FA 1 / ADA 1	Michael S. McNicholas	2440 Morrene Drive	Somerset, CA 95684	(530) 626-6478
McNicholas Practice Management, LLC - FA 2 / ADA 2	Michael S. McNicholas	2440 Morrene Drive	Somerset, CA 95684	(530) 626-6478
Robertson Practice Management, LLC - FA 1 / ADA 1	Stewart Robertson	12130 Green Road South	Wilton, CA 95693	(916) 687-7799
Colorado				
Connecticut				
Florida				
A&J Macleod, LLC - FA 1 / ADA 1	Alistair P & Julia Macleod	6521 Southwest 13th Street	Plantation, FL 33317	(954) 583-1039
Michael & Lenore Tarmin - FA 1 / ADA 1		184 Northwest 75 Way	Plantation, FL 33317	(954) 791-8366
Hawaii				
Idaho				
Bernice R. Lewis dba Lewis Dental Group, LLC - FA 1 / ADA 1	Bernice R. Lewis	298 North 100 East	Blackfoot, ID 83221	(208) 390-8195
Richard & Rayola Dodge d/b/a Dodge Dental - FA 1 / ADA 1	Richard H. Dodge & Rayola Dodge	2313 Henryana Avenue	Idaho Falls, ID 83404	(208) 523-7188
Andersen Dental, LLC - FA 1 / ADA 1	Allen R. Andersen	9192 North Sunset Drive	Pocatello, ID 83201	(208) 233-5438

Larry L. Clark d/b/a Clark Dental Group - FA 1 / ADA 1	Larry L. Clark	4333 E. 300 N.	Rigby, ID 83442	(208) 745-7764
Kansas				
Louisiana				
Janet C Brock - FA 1 / ADA 1	Janet C Brock	19110 Hodges Road	Franklinton, LA 70438	(985) 839-2764
Janet C Brock - FA 2 / ADA 2	Janet C Brock	19110 Hodges Road	Franklinton, LA 70438	(985) 839-2764
Janet C Brock - FA 3 / ADA 3	Janet C Brock	19110 Hodges Road	Franklinton, LA 70438	(985) 839-2764
Marion Welch - FA 1 / ADA 1	Marion Welch	6688 Donnie Street	Zachary, LA 70791	(225) 654-7131
Marion Welch - FA 2 / ADA 2	Marion Welch	6688 Donnie Street	Zachary, LA 70791	(225) 654-7131
Minnesota				
Montana				
New Mexico				
New York				
Tennessee				
Circle F - FA 1 / ADA 1	James E. Freeland	99 East Drive	Sardis, TN 38371	(770) 314-7167
Texas				
Gary & Mary Klement - FA 1 / ADA 1		12077 Venice Court	Frisco, TX 75035	(214) 436-4446
Michael D. McLin - FA 1 / ADA 1		15711 Red Springs Drive	Houston, TX 77082	(281) 498-8888
Utah				
Virginia				
JGM Business, LLC - FA 1 / ADA 1	John McLeod	418 First Street	Roanoke, VA 24011	(540) 344-0040
DSPF Walsh, LLC - FA 1 / ADA 1	Terri Walsh	1405 Woodbridge Trail	Virginia Beach, VA 23453	(757) 471-5166
DSPF Group II, LLC - FA 1 / ADA 1	Daryl Bank	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Liebherr, LLC - FA 1 / ADA 1	Steven Liebherr	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
DSPF Liebherr, LLC - FA 2 / ADA 2	Steven Liebherr	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
Ross's Retreat, LLC - FA 1 / ADA 1	Charles K. Ross	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
Washington				
West Virginia				

Wisconsin				
Michael J. Holschbach, LLC - FA 1 / ADA 1	Michael J. Holschbach	405 Meadowlark Drive	Madison, WI 53717	(608) 221-4167
Richard Freeland - FA 1 / ADA 1	Richard Freeland	3128 Taylor Avenue	Oxford, WI 53952	(308) 212-2502
Wyoming				

(c) Former Developers and Franchisees.
The following are the names, last known home addresses and home telephone numbers of all Master Franchisees and franchisees that have been terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Master Franchise Agreement as of April 1, 2014
Note: FA / ADA = Franchise Agreement / Area Development Agreement.
The number indicated is the number of franchise businesses purchased.

Company Name	Contact	Address	City, ST Zip	Phone
Arizona				
Adam W Albright - FA 1 / ADA 1		4374 E Lantern Court	Gilbert, AZ 85297	(602) 738-3882
Adam W Albright - FA 2 / ADA 2		4374 E Lantern Court	Gilbert, AZ 85297	(602) 738-3882
Adam W Albright - FA 3 / ADA 3		4374 E Lantern Court	Gilbert, AZ 85297	(602) 738-3882
Adam W Albright - FA 4 / ADA 4		4374 E Lantern Court	Gilbert, AZ 85297	(602) 738-3882
Adam W Albright - FA 5 / ADA 5		4374 E Lantern Court	Gilbert, AZ 85297	(602) 738-3882
BJR Trust - FA 1 / ADA 1	Bob & Cindy LaBine	411 Walnut Street, #5563	Green Eve Spring, FL 32043	(602) 377-8070
G. Stephen Erker d/b/a Erker & Associates - FA 1 / ADA 1	G. Stephen Erker	1214 E. Beverly Lane	Phoenix, AZ 85022	(602) 795-3200
G. Stephen Erker d/b/a Erker & Associates - FA 2 / ADA 2	G. Stephen Erker	1214 E. Beverly Lane	Phoenix, AZ 85022	(602) 795-3200
Ray Chandler, LLC FA 1 / ADA 1	Ray Chandler	4840 Parkmoor Drive	Westerville, OH 43082	(614) 882-2011
Ray Chandler, LLC FA 2 / ADA 2	Ray Chandler	4840 Parkmoor Drive	Westerville, OH 43082	(614) 882-2011
California				
Gwenn E. Raschefsky - FA 1 / ADA 1		5318 BeeJay Court	Fair Oaks, CA 95628	(916) 961-5349
Zero 422 - FA 1 / ADA 1	Narita D. Bantay	839 Bridle Ridge Drive	Fairfield, CA 95434	(707) 688-8519
Idaho				
Knudsen Dental Group, LLC - FA 1 / ADA 1	Neil H. Knudsen	14133 North 75 East	Idaho Falls, ID 83401	(208) 523-7852
Sellers Dental Group, LLC - FA 1 / ADA 1	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Sellers Dental Group, LLC - FA 2 / ADA 2	Tony Sellers	625 West Pleasant Circle	Idaho Falls, ID 83401	(208) 522-5955
Virginia				

The Frank Ray Ivey, LLC - FA 1/ADA 1	Linda J. Wharton	607 Linbay Court	Chesapeake, VA 23323	(757) 965-5684
DSPF DBunn, LLC - FA 1 / ADA 1	Donald R. Bunn	132 Trevor Way	Moyock, NC 27958	(252) 232-2827
Fay Cannon, LLC - FA 1 / ADA 1	Fay J. Cannon	4373 Bonney Rd, Apt 205	Virginia Beach, VA 23452	(757) 486-3553
Patricia P. Hundley, LLC - FA 1 / ADA 1	Patricia P. Hundley	505 Windsor Gate Circle	Virginia Beach, VA 23452	(757) 340-2909
Barbara Russell, LLC - FA 1 / ADA 1	Barbara Russell	4301 Commuter Drive, Ste 102	Virginia Beach, VA 23462	(757) 226-9440
Wisconsin				
Richard A. Freeland 401k Plan - FA 1 / ADA 1	Richard A. Freeland	937 City Highway North	Stoughton, WI 53589	(608) 873-3496

EXHIBIT C
TO FRANCHISE DISCLOSURE DOCUMENT
DENTAL SUPPORT PLUS FRANCHISE, LLC
CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

By and Between

DENTAL SUPPORT PLUS FRANCHISE, LLC, FRANCHISOR

AND

_____, PROSPECT

© Shelton & Power, LLC 14 April 2014

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, made this _____ day of _____ , 20___, by and between Dental Support Plus Franchise, LLC, an Arizona Limited Liability Company formed and operating under the laws of the State of Arizona, having its principal place of business at 8149 North 87th Street, Suite 137, Scottsdale, Arizona 85258 ("Franchisor") and all jointly and severally, of _____Hereinafter ("Prospect").

WHEREAS, Franchisor has developed and owns a unique system relating to the establishment and operation of businesses whose purpose is to perform marketing tasks for the dental industry.

WHEREAS, Prospect and Franchisor have entered into discussions which may involve the disclosure to Prospect of the proprietary information of Franchisor.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other, hereby agree as follows:

1. Proprietary Information/Confidential Treatment. During the course of business dealings between the parties, certain of the confidential information of Franchisor will be disclosed to Prospect. Prospect or any of its employees, shall not for any reason or purpose whatsoever, use for its personal benefit, or disclose, communicate or divulge to, or use for the benefit, direct or indirect, of any person, firm, association or corporation other than Prospect, any knowledge of confidential information which is proprietary to Franchisor ("Proprietary Information"). All Proprietary Information shall be the sole property of Franchisor and its assigns, and Prospect hereby assigns to Franchisor any rights it has or may acquire in such Proprietary Information. Prospect will have access to and become acquainted with various trade secrets and trade sources, consisting of patterns, operational systems and compilations of information, records, and specifications which are owned by Franchisor and which are regularly used in the operation of a franchised business. Prospect shall not disclose any of the aforesaid trade secrets, directly or indirectly, or use them in any way, at any time, except as required in the course of business dealings between Franchisor and Prospect.

2. Injunctive Relief. Any breach of provisions of this Agreement shall cause irreparable harm to Franchisor, and therefore, in the event of a breach or threatened breach of the provisions of this Confidentiality Agreement, Franchisor shall be entitled to an injunction restraining Prospect from disclosing or appropriating in whole or in part, the Proprietary Information, or from rendering any services to any person, firm, corporation, association or other entity to whom such confidential information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting Franchisor from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages or liquidated damages in the amount of Twenty-thousand dollars ($20,000) for each such breach, whichever is deemed higher by a court of law.

IN WITNESS WHEREOF, the parties hereunder have duly executed, sealed and delivered this Agreement on the day and year set forth above.

DENTAL SUPPORT PLUS FRANCHISE, LLC	**PROSPECT(S)**
By: Kent Maerki	**By:** _____
Its: President	**Name, Its:** _____
	By: _____
	Name, Its: _____

EXHIBIT D
TO FRANCHISE DISCLOSURE DOCUMENT
DENTAL SUPPORT PLUS FRANCHISE, LLC
DEPOSIT AGREEMENT

DEPOSIT AGREEMENT

_____, 20___

By and Between

DENTAL SUPPORT PLUS FRANCHISE, LLC, FRANCHISOR

and

_____, DEPOSITOR

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DEPOSIT AGREEMENT

This DEPOSIT AGREEMENT (the "Agreement") is executed this _____ day of _____, 20__ by and between Dental Support Plus Franchise, LLC, an Arizona Limited Liability Company, whose principal office is located at 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258, ("Franchisor"), and _____, as authorized representative of _____, whose address is _____, jointly and severally, ("Applicant").

WHEREAS, Franchisor is engaged in the business of marketing the services of DSP partner dentists to the general public, under the trade name and service mark, "Dental Support Plus™" (the "Business"); and

WHEREAS, Franchisor has developed a business plan and method of establishing and conducting the Business utilizing certain standards, specifications, methods, procedures, techniques, management techniques, proprietary marks and information, as they may be changed, improved, and further developed from time to time hereafter by Franchisor (the "System"); and

WHEREAS, the distinguishing characteristics of the System include, without limitation, certain trade names, trademarks, and service marks and associated logos and symbols, and such other marks as Franchisor may develop from time to time hereafter and designate for use in connection with the System (the "Marks"), all such Marks being owned solely and exclusively by Franchisor; and

WHEREAS, Franchisor has developed the System through the expenditure of time, money and effort and has maintained standards of quality and service for the System, as a result of which the System has acquired valuable goodwill and a favorable reputation; and

WHEREAS, Franchisor has and continues to develop, use, protect, and control the Marks for the benefit and exclusive use of itself and its Franchisees in order to identify for the public the source of the products and/or services marked under the System and to represent the System's high standards of quality; and

WHEREAS, Applicant has applied to Franchisor for that number of franchises (each, a "Franchise") to operate a Dental Support Plus™ Business ("Business") utilizing the System and the Marks set forth in this Franchise Agreement.

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

1. Deposit. Franchisor acknowledges the receipt from Applicant, as of the date hereof, of a deposit (the "Deposit") in the amount of $5,000 for a single proposed location at _____. In the event that Applicant's Request for Consideration is approved by Franchisor, and Franchisor and Applicant execute a Franchise Agreement, Single location development Agreement, or Multiple Location Development Agreement, as the case may be, within thirty (30) days from the date hereof, the full amount of the Deposit will be credited against the Franchise Fee or Development Fee, as the case may be, due thereunder. In the event that such Agreement is not executed by Franchisor and Applicant within such thirty (30) day period, the Deposit, less $2,500 will be refunded to Applicant. Such non-refundable amounts will be used to defray Franchisor's costs of investigating the qualifications of Applicant and Applicant's manager, if applicable, and of document preparation, legal fees, and related costs.

2. Evaluation. Applicant's Request for Consideration is conditioned upon Franchisor's evaluation of the personal abilities, aptitudes and financial qualifications of Applicant and Applicant's manager, if applicable. Such evaluation may include, without limitation, a financial and credit investigation, a background check, and a face-to-face interview with an officer of Franchisor to assess Applicant's demeanor and personality. In accordance therewith, Applicant and Applicant's manager, if applicable, shall submit all information requested and Franchisor shall have a reasonable time, not to exceed thirty (30) days following Franchisor's receipt of such information to prepare its evaluations. If, for any reason, Franchisor elects not to accept Applicant's Request for Consideration, it shall notify Applicant within such thirty (30) day period. Such notice shall be accompanied by a refund of the Deposit paid by Applicant hereunder less the non-refundable amount as set forth in Section 1 hereof. Upon such notice

and refund, Franchisor shall be under no further obligation to Applicant for any reason, and Franchisor shall be fully and forever released from any claims or causes of action Franchisee may have under or pursuant to this Agreement or any other agreement or understanding between the parties hereto.

3. Selection Of Site/Application For Financing
   a. Franchisor shall, within ninety (90) days of completion of training, designate the protected non-exclusive territory for Franchisee.

   b. Applicant shall apply for all financing needed for the total purchase price of the Business Franchise or Franchises contemplated by this Agreement, the Franchise Agreement and/or the Development Agreement to be executed by the parties hereto, within seven (7) business days of the execution of this Deposit Agreement, and furnish proof thereof to Franchisor. If Applicant elects to not secure financing to discharge the obligations of this Agreement, the Franchise Agreement and/or the Development Agreement to be executed by the parties hereto, then Applicant shall furnish to Franchisor within seven (7) business days of the execution of this Agreement any and all proof of Applicant's financial ability to fulfill such Agreements as are required by Franchisor, and to execute all necessary documents supporting such election by Applicant, as required by Franchisor. In the event that Applicant fails to comply with this subparagraph 3(b), it shall be construed as an election by Applicant of withdrawal of his application, and shall be treated as a voluntary termination by Applicant of this Agreement for all purposes.

4. Miscellaneous Provisions.
   a. Applicant shall be solely responsible for payment of all expenses it incurs in connection with the performance of this Agreement.
   b. This Agreement is binding on the parties hereto, their heirs, personal representatives, and permitted assigns.
   c. This Agreement may be assigned by Franchisor and its successors and its assigns.
   d. This Agreement shall be construed under and governed by the laws of the state of Arizona.
   e. This Agreement may not be modified or amended without the prior written consent of all parties hereto and no term hereof may be waived except in writing signed by the waiving party.
   f. Any covenant, term or condition of any other agreement between Franchisor and Applicant that would inure to the benefit of Franchisor if made herein is hereby made a part hereof, and Franchisor may rely on and enforce any such covenant, term, or condition for its benefit as if it was made herein.
   g. If all or any portion of any covenant in this Agreement is held to be illegal or unenforceable by a court or agency having valid jurisdiction in a final decision or decree to which Franchisor is a party, Applicant expressly agrees to be bound by any lesser covenant imposing the maximum legal duty permitted by law that is subsumed within the terms of such covenant, as if the resulting covenant were separately stated in and made a part of this Agreement.
   h. Any written notice to be given to Franchisor shall be mailed or hand delivered to:

DENTAL SUPPORT PLUS FRANCHISE, LLC
8149 North 87th Street, Suite 137
Scottsdale, AZ 85258
Attn: Kent Maerki

And a Copy to:

Shelton & Power, LLC
202 Walton Way, Ste 192
Cedar Park, Texas 78613

And any such notice to Applicant shall be mailed or hand delivered to:

_____
_____
_____
_____

Either Franchisor or Applicant may change their respective addresses for notice by giving written notice of the new address for notice. Any notice to be given hereunder shall be deemed to be given when such notice is delivered, postage prepaid, for mailing by the United States Postal Service by certified mail, return receipt requested, or for commercial delivery, with all charges prepaid, or when it is actually received by the recipient thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

DENTAL SUPPORT PLUS FRANCHISE, LLC	**DEPOSITOR(S)**
By: Kent Maerki	**By:** _____
Its: President	**Name, Its:** _____
	By: _____
	Name, Its: _____

EXHIBIT E
TO FRANCHISE DISCLOSURE DOCUMENT
DENTAL SUPPORT PLUS FRANCHISE, LLC
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

_____, 20___

By and Between

DENTAL SUPPORT PLUS FRANCHISE, LLC, FRANCHISOR

and

_____, **FRANCHISEE**

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FRANCHISE AGREEMENT

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 10

ARTICLE 2 - GRANT OF EXCLUSIVE FRANCHISE 13

Section 2.1 Grant of Franchise 13
Section 2.2 Location of Your DSPF Franchise 13
Section 2.3 Approved Location Not Determined 14
Section 2.4 Sub-franchising/ Agents 14
Section 2.5 The Protected Non-Exclusive Territory 14
Section 2.6 Franchisor's Reservation of Rights 15
Section 2.7 Diligence and Best Efforts 15

ARTICLE 3 - FEES 16

Section 3.1 Franchise Fee 16
Section 3.2 Monthly Royalty Fee 16
Section 3.3 Marketing Fund Contribution 16
Section 3.4 Taxes 16
Section 3.5 Electronic Transfer 17
Section 3.6 Intranet and Software Fee 17
Section 3.7 Late Fees 18
Section 3.8 Application of Payments 18
Section 3.9 No Withholding 18

ARTICLE 4 - TERM OF AGREEMENT AND RENEWAL 19

Section 4.1 Initial Term 19
Section 4.2 Renewal 19

ARTICLE 5 - APPROVED LOCATION 20

Section 5.1 Selection of Site 20
Section 5.2 Failure to Select a Site 20
Section 5.3 Lease of Approved Location 20
Section 5.4 Development of Approved Location 21
Section 5.5 Failure to Develop Approved Location 22
Section 5.6 Opening 22
Section 5.7 Use of Approved Location 23
Section 5.8 Relocation 23

ARTICLE 6 - PROPRIETARY MARKS 23

Section 6.1 Ownership 23
Section 6.2 Limitations on Use 23
Section 6.3 Notification of Infringements and Claims 24
Section 6.4 Indemnification for Use of Marks 24
Section 6.5 Discontinuance of Use 24
Section 6.6 Right to Inspect 24
Section 6.7 Franchisor's Sole Right to Domain Name 25

ARTICLE 7 - TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION 25

Section 7.1 Confidentiality of Trade Secrets and Other Confidential Information 25
Section 7.2 Additional Developments 26
Section 7.3 Exclusive Relationship 26
Section 7.4 Non-Disclosure and Non-Competition Agreements with Certain Individuals 26
Section 7.5 Reasonableness of Restrictions 26

ARTICLE 8 - TRAINING AND ASSISTANCE 26

Section 8.1 Initial Training 27
Section 8.2 Opening Project/ Advanced Marketing Training 27
Section 8.3 Failure to Complete Initial Training Program 27
Section 8.4 New Designated Manager 27
Section 8.5 Ongoing Training and Special Assistance 28

ARTICLE 9 - MANUAL 28

Section 9.1 Loan by Franchisor 28
Section 9.2 Revisions 28
Section 9.3 Confidentiality 28

ARTICLE 10 - FRANCHISE SYSTEM 29

Section 10.1 Uniformity 29
Section 10.2 Modification of the System 29
Section 10.3 Variance 29

ARTICLE 11 - ADVERTISING AND PROMOTIONAL ACTIVITIES 29

Section 11.1 Opening Advertising 29
Section 11.2 Local Marketing Support and Patient Requisition Services (Local Advertising) 29
Section 11.3 Marketing Fund 30
Section 11.4 Cooperative Advertising 31
Section 11.5 Internet Advertising 32
Section 11.6 Telephone Directory Advertising 32

ARTICLE 12 - ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS 32

Section 12.1 Records 32
Section 12.2 Gross Sales Reports 33
Section 12.3 Financial Statements 33
Section 12.4 Other Reports 33
Section 12.5 Computer/Software/Phone System 33
Section 12.6 Right to Inspect 34
Section 12.7 Release of Records 34

ARTICLE 13 - STANDARDS OF OPERATION 34

Section 13.1 Authorized Products, Services and Suppliers 34
Section 13.2 Appearance and Condition of the Franchised Business; Refurbishment 35
Section 13.3 Ownership and Management 36
Section 13.4 Days of Operation; Inspections 36
Section 13.5 Contributions and Donations 36
Section 13.6 Licenses and Permits 36
Section 13.7 Notification of Proceedings 36
Section 13.8 Compliance with Good Business Practices 37
Section 13.9 Uniforms 37
Section 13.10 Vending Machines 38
Section 13.11 Credit Cards 38
Section 13.12 Best Efforts 38
Section 13.13 Former Franchisees 38
Section 13.14 Franchisees Employees 39
Section 13.15 Customer Lists 39

ARTICLE 14 - FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE 39

Section 14.1 General Advice and Guidance 39
Section 14.2 Periodic Visits 39
Section 14.3 System Improvements 40
Section 14.4 Marketing and Promotional Materials 40

ARTICLE 15 - INSURANCE 40

Section 15.1 Types and Amounts of Coverage 40
Section 15.2 Future Increases 41
Section 15.3 Carrier Standards 41
Section 15.4 Evidence of Coverage 41
Section 15.5 Failure to Maintain Coverage 41

ARTICLE 16 - DEFAULT AND TERMINATION 41

Section 16.1 Termination by Franchisee 41
Section 16.2 Termination by Franchisor 41
Section 16.3 Reinstatement and Extension 43
Section 16.4 Right of Franchisor to Discontinue Services to Franchisee 43
Section 16.5 Cross-Defaults, Non-Exclusive Remedies, etc. 44

ARTICLE 17 - RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION 44

Section 17.1 Actions to be Taken 44
Section 17.2 Post-Termination Covenant Not to Compete 46
Section 17.3 Unfair Competition 46
Section 17.4 Franchisor's Option to Purchase Certain Business Assets 46
Section 17.5 Survival of Certain Provisions 48
Section 17.6 Existence of Claim 48
Section 17.7 Injunction 48
Section 17.8 Franchisor is Attorney In Fact 48
Section 17.9 Liquidated Damages 48

ARTICLE 18 - TRANSFERABILITY OF INTEREST 49

Section 18.1 Transfer by Franchisor 49
Section 18.2 Transfer by Franchisee to a Third Party 49
Section 18.3 Transfer to a Controlled Entity 50
Section 18.4 Franchisor's Disclosure to Transferee 51
Section 18.5 For-Sale Advertising 51
Section 18.6 Transfer by Death or Incapacity 51
Section 18.7 Transfer upon Divorce or Partnership Dissolution 52

ARTICLE 19 - RIGHT OF FIRST REFUSAL 52

Section 19.1 Submission of Offer 52
Section 19.2 Franchisor's Right to Purchase 52
Section 19.3 Non-Exercise of Right of First Refusal 53

ARTICLE 20 - BENEFICIAL OWNERS OF FRANCHISEE 53

ARTICLE 21 - RELATIONSHIP AND INDEMNIFICATION 54

Section 21.1 Relationship 54
Section 21.2 Standard of Care 54
Section 21.3 Indemnification 54
Section 21.4 Right to Retain Counsel 55

ARTICLE 22 - GENERAL CONDITIONS AND PROVISIONS 55

Section 22.1 No Waiver 55
Section 22.2 Injunctive Relief and Specific Performance 55
Section 22.3 Notices 56
Section 22.4 Guaranty and Assumption of Obligations 56
Section 22.5 Approvals 56
Section 22.6 Entire Agreement 56
Section 22.7 Severability and Modification 57
Section 22.8 Construction 57
Section 22.9 Force Majeure 57
Section 22.10 Timing 57
Section 22.11 Withholding Payments 57
Section 22.12 Further Assurances 58
Section 22.13 Third-Party Beneficiaries 58
Section 22.14 Multiple Originals 58
Section 22.15 Survival of Terms 58

ARTICLE 23 - DISPUTE RESOLUTION 58

Section 23.1 Choice of Law 58
Section 23.2 Consent to Jurisdiction 58
Section 23.3 Rights and Remedies 59
Section 23.4 Limitations of Claims 59
Section 23.5 Limitation of Damages 59
Section 23.6 Waiver of Jury Trial 59
Section 23.7 Mediation 59
Section 23.8 Withholding Consent 60

ARTICLE 24 - ACKNOWLEDGMENTS 60

Section 24.1 Receipt of this Agreement and the Franchise Disclosure Document 60
Section 24.2 Consultation by Franchisee 61
Section 24.3 True and Accurate Information 61
Section 24.4 Risk 61
Section 24.5 No Guarantee of Success 61
Section 24.6 No Violation of Other Agreements 61
Section 24.7 Independent Obligations 62
Section 24.8 Gender 62
Section 24.9 Duty of Good Faith and Fair Dealing 62
Section 24.10 Franchisor's Business Judgment 62

Exhibits ..... **Exh. #**

- **General Release** **1**
- **Non-Disclosure and Non-Competition Agreement** **2**
- **Guaranty and Assumption of Obligations** **3**
- **Holders of Legal or Beneficial Interest** **4**
- **Multi-State Addendums** **5**
- **Trademarks** **6**
- **Franchise Disclosure Questionnaire** **7**
- **ACH Withdrawal Form** **8**
- **Telephone Number Assignment Agreement and Power of Attorney** **9**
- **Credit and Security Agreement** **10**

FRANCHISE AGREEMENT

This Franchise Agreement made this _____ day of _____, 20___, is by and between Dental Support Plus Franchise, LLC, an Arizona Limited Liability Company, having its principal place of business at 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258, ("Franchisor"), (hereinafter also known as "we" "us" or "DSPF") and _____, a _____Corporation or Limited Liability Company and whose principal address is _____ ("Franchisee").

WHEREAS, Franchisor and its Affiliate has developed, and are in the process of further developing, a System identified by the trademark "Dental Support Plus" and relating to the establishment and operation of franchised businesses operating in the dental marketing industry. Our business involves utilizing marketing efforts either through individual effort or the use of our Approved Supplier for Local Advertising and marketing to supply DSP Partner Dentists with patient referrals in exchange for a fee as well as scheduling, patient tracking, and general follow up procedures for all referred patients, and

WHEREAS, Franchisor has developed a business plan and method of establishing and conducting the Business and operating Businesses emphasizing prompt and courteous service in a friendly and helpful atmosphere which is intended to be attractive to patrons and utilizing certain standards, specifications, methods, procedures, techniques, management techniques, proprietary marks, commercial symbols, trade dress and other proprietary or confidential information, as they may be improved, and further developed from time to time hereafter by Franchisor (the "System"); and

WHEREAS, the distinguishing characteristics of the System include, without limitation, the trade names, trademarks, and service marks and associated logos and symbols set forth on Exhibit 6 attached hereto and made a part hereof by reference, and such other marks as Franchisor may develop from time to time hereafter and designate for use in connection with the System (the "Marks"); the trade dress of the Business; signage, decorations, equipment, furnishings and materials; the Confidential Operations Manual; uniform operating methods, procedures and techniques; methods and techniques for inventory and cost controls, record keeping, reporting, personnel management, and purchasing (all of which may be improved and further developed by Franchisor from time to time); all such Marks and other distinguishing characteristics being owned by Franchisor; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate DSP™ Businesses using the System and the Marks; and

WHEREAS, Franchisee desires to operate an DSP™ Business, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee acknowledges that it is essential to the maintenance of the high standards of the System, and to the preservation of the integrity of the System and the Marks and goodwill of Franchisor, that each franchisee in the System maintain and adhere to certain uniform standards, procedures and policies hereinafter described, and operate the Franchise Business in strict conformity with Franchisor's standards and specifications; and

WHEREAS, Franchisor has, and continues to develop, use, protect, and control the Marks for the benefit and exclusive use of itself and its franchisees in order to identify for the public the source of the products and/or services marketed under the System and to represent the System's high standards of quality; and

WHEREAS, the establishment and maintenance of a close working relationship with Franchisee and Franchisee's adherence to the tenants of Franchisor's System constitute the essence of this Franchise; and

WHEREAS, Franchisee desires, upon the terms and conditions set forth herein, to enjoy the benefits of operating under the System and of using the Marks and to be licensed to operate a Business in strict accordance with the standards and specifications of the System (the "Franchise Business"); and

WHEREAS, Franchisee has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Franchise Agreement by counsel of its own choosing; and

WHEREAS, Franchisor is willing to grant Franchisee a license under the System and the Marks to operate a Franchise Business, subject to Franchisee's strict compliance with the terms and conditions of this Agreement and in reliance upon Franchisee's representations made in this Agreement and in Franchisee's application to become a franchisee under the System.

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

ARTICLE 1 - DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

"Affiliate" means any business entity that controls, is controlled by, is contracted with or is under common control with Franchisor;

"Agreement" means this agreement entitled "Dental Support Plus Franchise, LLC Franchise Agreement" and all instruments supplemental hereto or in amendment, exhibit or confirmation hereof;

"Approved Location" means the site for the operation of the Franchised Business selected by Franchisee and approved in writing by Franchisor;

"Approved Supplier(s)" means only those companies, and vendors who provide the services, product items, supplies, signs, equipment and other items and services Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of Approved Suppliers. Further description and requirements can be found in the terms contained in Section 13.1;

"Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) dental patient marketing, follow up, and scheduling services the same as or similar to those provided by DSP™ Businesses or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees; provided, however, that the term "Competitive Business" shall not apply to (a) any business operated by Franchisee under a franchise agreement with Franchisor, (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest, (c) any business operated by Franchisee or its Affiliate(s) that has been disclosed, in writing, to Franchisor prior to the Effective Date of this Agreement, or (d) any business such as a marketing or scheduling company whose primary business is not affiliated with the dental industry;

"Confidential Information" means technical and non-technical information used in or related to DSP™ Businesses and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information established by documentary evidence that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

"Cooperative Advertising" means the combined advertising program of two (2) or more franchisees established within a common market for DSP™ Businesses within a particular region;

"Covered Person" means (i) the individual executing this Agreement as Franchisee; (ii) each officer, director, shareholder, member manager, trustee, or general partner of Franchisee and each Franchisee Affiliate if Franchisee is a Business entity; and (iii) the spouse, adult children, parents or siblings of the individuals included in (i) and (ii). Covered Person shall mean an individual who falls within the identified categories where on the Effective Date or later during the Term of this Agreement, and all successive Renewal Agreements;

"CPI" means the Consumer Price Index as per the United States Department of Labor, Bureau of Labor Statistics on the date being evaluated, such as the date of renewal, or the date of transfer.

"Customer(s)" means either Franchisee's patients or Franchisee's partner dentists within the DSP Businesses, as applicable;

"Dental Support Services" has the meaning contained in Marketing Fund Contributions definition below;

"Designated Manager" means the person designated in writing by Franchisee and approved in writing by Franchisor who has primary responsibility for managing the day-to-day affairs of the Franchised Business, and if Franchisee is an individual and not a business entity, the Designated Manager shall be the Franchisee;

"Effective Date" means the date set forth in the introductory paragraph of this Agreement which commences this Agreement's effectiveness and term;

"Electronic Depository Transfer Account" means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

"Former Franchisee" means any Dental Support Plus Franchisees that have been terminated or whose Franchise Agreements have expired naturally under the terms of those Franchise Agreements.

"Franchise" means the right granted to Franchisee by Franchisor to use the System and the Marks, while not in Default;

"Franchise Fee" means upon execution of this Agreement, unless otherwise stated in the State Addendum attached, Franchisee shall pay the balance of Thirty Thousand Dollars ($30,000.00), for the Training and use of the Confidential Information, all payable in United States currency to Franchisor at Franchisor's principal office. Additional terms are contained in Section 3.1;

"Franchised Business" means the DSP™ Business to be established and operated by Franchisee pursuant to this Agreement;

"Franchisee" means the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement;

"Franchisor" means Dental Support Plus Franchise, LLC;

"Franchisor Indemnitees" means Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and/or any corporate parent, any corporate subsidiaries, affiliates, successors, assigns, and designees of either entity and their respective directors, officers, employees, agents, shareholders, designees, and representatives of each, members, partners, owners, employees, agents, successors and assigns as further discussed in Section 21.3;

"Opening Advertising" has the meaning given to such term in Section 11.1;

"Gross Sales" means the aggregate of all dental collected billables Franchisee receives from Franchisee's Partner Dentists' practice management company for the dentist network patients during the month from all dental services sold or performed for Franchisee, by the Partner Dentist in the dentist network, or any other person or business entity for the Franchised Business in connection with the Franchised Business (whether or not in accordance with the terms of the Franchise Agreement) and whether for check, cash, credit or otherwise, from the sale of products and services (including service charges in lieu of gratuity) regardless of the dollar amount Franchisee sells each product for, including, without limitation, all proceeds from any business interruption insurance, but excluding (a) all insurance payments, check, cash, credit or debit card refunds made in good faith provided, prior to granting the refunds, the revenue related to the refunds was included in Gross Sales, (b) any sales and equivalent taxes that Franchisee collects for or on behalf of and pay to any governmental taxing authority, and (c) any rebate Franchisee receives from a manufacturer or supplier;

"Gross Sales Reports" has the meaning given to such term in Section 12.2;

"Incapacity" means the inability of Franchisee to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

"Internet" means any one (1) or more local or global interactive communications media that is now available, or that may become available, including, but not limited to, sites and domain names on the World Wide Web (1) and (2);

"Local Advertising" means the services required to fulfill your Local Marketing Support and Patient Requisition Services, (also known as "Marketing Support Services" for short) through Franchisee's own effort or by contracting with an Approved Supplier. These services include demographic and market research, patient and partner dentist support, handling of referrals and all advertising and marketing functions needed to meet the minimum sales requirements contained within this Franchise Agreement. Marketing methods utilized may include but not be limited to those contained within the Manual, and approved advertising materials such as Newspaper ads, Direct Mail, Coupon Direct Mail Coops, Print Media, Patient Appreciation days and Business to Business marketing efforts within Franchisees Protected Territory. Requirements for Local Advertising are further discussed in Section 11.2;

"Manual" means the DSP Operations Manual(s), whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers' manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor;

"Marketing Fund" means the collective fund supplied by the Marketing Fund Contributions by all Franchisees which allows the Franchisor to establish and administer Territory Marketing and Dental Support Services, pursuant to the terms in Section 11.3;

"Marketing Fund Contribution" means paying Franchisor Twenty-seven percent (27%) of Gross Sales, billed and collected by ACH from the Electronic Depository Transfer Account, for the previous month ending the last full day of the preceding month, which will be credited to the franchisee collective Marketing Fund, pursuant to the terms in Section 3.3, is also known as "Dental Support Services";

"Marks" means the trademark "Dental Support Plus" and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with DSP™ Businesses, whether or not registered or recognized by the U.S. Patent and Trademark Office, or any other Agency no matter where located. Registered Marks are shown on Exhibit 6 attached hereto;

"Money Flow" is utilized to describe how the Franchisee gets paid and pays its fees under this Agreement. Namely, once a patient is scheduled with the Partner Dentist, the Partner Dentist's practice management company will deduct their administrative fee, based on the percentages disclosed in Item 19 of the Franchise Disclosure Document, or thereafter amended in writing, and will send the Franchisee, the balance, known as the "Gross Sales" amount on the first of the month for the previous months payment receipts, via an ACH deposit to Franchisee's chosen Electronic Depository Transfer Account. Then based upon the Gross Sales amount deposited, the Franchisor will ACH debit the correct percentage of Gross Sales as disclosed in this Agreement from the Franchisees chosen Electronic Depository Transfer Account. The Partner Dentists' practice management company will also provide Franchisee with the needed information for the required reports, which Franchisee must submit to Franchisor per Section 12.2;

"Protected Territory" has the meaning given to such term in Section 2.5;

"Royalty Fee" means paying Franchisor Twenty Percent (20%) of Gross Sales, billed and collected by ACH from the Electronic Depository Transfer Account, for the previous month ending the last full day of the preceding month, unless Franchisee retains Local Marketing Support and Patient Requisition Services from an Approved Supplier, in which case Franchisee will receive a Fifteen Percent (15%) reduction, leaving Five Percent (5%) of Gross Sales, billed and collected by ACH from the Electronic Depository Transfer Account, for the previous month ending the last full day of the preceding month, pursuant to the terms in Section 3.2;

"Social Media" means online content created by individuals and/or entities using highly accessible and scalable publishing technologies through their desktop computer, laptop computer, smart phones, mobile phone or by other means available in the future. Social Media allows individuals and/or entities to connect in the online world to form relationships for personal and business use. The definition of Social Media includes user-generated content and consumer-generated media. Social Media occurs in many different forms, including, but not limited to, Internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos. Technologies for Social Media include, but are not limited to: blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, and voice over IP, to name a few. Some examples of Social Media sites and/or applications are Google Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), MouthShut.com and yelp.com (product reviews), Youmeo (social network aggregation), YouTube (social networking and video sharing), Avatars United (social networking), Second Life (virtual reality), Flickr (photo sharing), Twitter (social networking and microblogging), LinkedIn (business social media),Open Diary (blogging) and other microblogs such as Twitter and Jaiku, among others. This list is not inclusive and shall mean all Social Media available now and created in the future;

"System" means the trade dress, uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of DSP™ Businesses. The DSP™ System is for the operation of a unique business dealing in dental marketing, scheduling and support services. The DSP system offers franchisees the opportunity to utilize their own marketing efforts or those of DSP's approved vendors to market to their protected non-exclusive territory to deliver referral patients to DSP partner dentists in exchange for a fee. The DSP system includes among other things, confidential operating procedures, a management program, and accounting procedures. Our dental marketing services are designed to increase patient numbers with DSP partner dentists and to follow up with those patients to ensure scheduling and return visits are complied with;

"Termination Date" also known as Date of Termination, means the date when the Franchisee no longer has time to cure any Defaults under this Agreement, pursuant to Article 16;

"Trade Secrets" means information in any form (including, but not limited to, technical or non-technical data, know-how, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in DSP™ Businesses that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;

"Transferee" means the individual or entity third party buyer, who purchases this Franchise Agreement if the Franchisee chooses to sell.

ARTICLE 2 - GRANT OF EXCLUSIVE FRANCHISE

Section 2.1 Grant of Franchise

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one (1) DSP™ Business using the System and Marks with the right, but not the obligation, to become an Area Developer for two additional Franchise Territories, which must be developed within four (4) years from the date the Franchise Agreement is first executed.

Section 2.2 Location of Your DSPF Franchise

Subject to all of the terms and conditions herein, Franchisor grants to Franchisee the non-exclusive right and license to operate a Franchise Business using the System and the Marks solely within the Territory described in Section 2.5 (the "Location"), which Location must be pre-approved by Franchisor according to its then-current criteria, and Franchisee hereby accepts such right and license subject to such terms and conditions and undertakes to operate the Franchise Business and to use the System and Marks solely in connection therewith. The rights and license herein granted are sometimes referred to in this Agreement as the "Franchise" or the "Franchise Business."

Section 2.3 Approved Location Not Determined

If the Approved Location of the Franchised Business is not determined as of the Effective Date, then Franchisor shall have the right to select a territory for Franchisee. When the Approved Location is determined, its description shall be inserted into Section 2.5. Subject to other provisions of the Agreement, the failure to insert such description shall not automatically affect the enforceability of this Agreement.

Section 2.4 Sub-franchising/ Agents

Franchisee shall not sublicense the use of the System or Marks to any person or entity to perform any part of Franchisee's rights or obligations licensed herein, or to grant any person or entity the right to act as Franchisee's agent to perform any part of Franchisee's rights or obligations herein.

Section 2.5 The Protected Non-Exclusive Territory

So long as this Agreement is in force and effect and Franchisee is not in default under any of the terms hereof, subject to Franchisor's reservation of rights set forth in Section 2.6, Franchisor shall grant to Franchisee a protected non-exclusive territory that will be delineated by a portion of one or multiple Metropolitan or Micropolitan Statistical Areas ("MSA"). MSA's were created pursuant to 44 U.S.C. 3504(e)(3) and 31 U.S.C. 1104(d) and Executive Order No. 10253 (June 11, 1951), under the Executive Office of the President, Office of Management and Budget (OMB). The OMB defines Metropolitan Statistical Areas and Micropolitan Statistical Areas. A Metropolitan Statistical Area typically consists of counties grouped together around larger population areas of 2.5 million people or more across the country. As of the 2009 OMB, there are 366 Metropolitan Statistical Areas (formerly 363) and 574 Micropolitan Statistical Areas (formerly 577) in the United States.

Franchisee is being granted a protected non-exclusive territory which is described as a portion of the MSA further described as: "One portion of the territory listed as MSA Code _____, which consists of _____, as published under the Executive Office of the President, OMB No. 08-01, 11/20/2007", which by its mention is made a part hereof by reference.

Franchisor requires best efforts and a maximum of 25 qualified new patients per quarter and a minimum of 5 new qualified patients per quarter after Franchisee's 1st quarter in business. Franchisor suggests a goal of 15 new qualified patients per quarter, after 180 days of business. Franchisor has the right to increase the maximum number of qualified new patients per quarter at any time without prior notice. If Franchisee does not maintain the minimum number of qualified new patients, it will be grounds for a Notice of Termination with 30 days right to cure. This requirement stays in full force and effect even if Franchisee chooses to utilize third party vendors to handle their marketing efforts for the Franchisee, subject to any exemptions listed in Section 11.2. One exemption listed in Section 11.2 is when the third party vendor breaches its agreement with Franchisee. Upon notice to Franchisor, it acts as a temporary waiver of this requirement (see Section 11.2 for full details). It is Franchisee's responsibility to ensure that the third party honors and fulfills their minimum number of qualified new patients to stay in compliance with this Franchise Agreement.

Franchisee is protected from other franchisees making sales in the Franchisee's Protected Non-Exclusive Territory. Recognizing that our industry is a high referral industry and it is possible to receive referrals for clients in different territories, without actively marketing in those territories, Franchisor has developed a fair compensation system. In the event that another franchisee, who owns a DSPF Franchise in another MSA location (referred to herein as "Foreign Franchisee"), sells services or products to Franchisee's partner dentist operating within Franchisee's exclusive Protected Territory, Foreign Franchisee will be required to pay a penalty to the Protected Franchisee of 25% of Gross Sales. The entire amount of the penalty will be payable to Franchisee, as the Protected Franchisee. Any dispute arising between Franchisee and a Foreign Franchisee shall be resolved by Franchisor's sole determination and responsibility for any costs related to that dispute may be assigned by Franchisor to either Franchisee, the Foreign Franchisee, or to both in the Franchisor's sole discretion.

Similar language shall be applied to other Foreign Franchisees' agreements so that Franchisee will have reciprocal rights if Foreign Franchisees make a sale in Franchisee's Protected Territory.

Franchisee is restricted from soliciting or advertising for patients or dentists outside of Franchisee's Protected Territory, including Franchisee may not advertise on the Internet without our prior written consent. Franchisor cannot change the Protected Territory without Franchisee consent.

Section 2.6 Franchisor's Reservation of Rights

Except to the extent provided in Section 2.2, Franchisor retains all of its rights and control with respect to the System and Marks, including the right to:

i. Establish, own or operate, or continue to own or operate, and license others to establish, own or operate, or continue to own or operate, DSP™ Businesses outside of the Protected Territory;

ii. Establish, own or operate, and license others to establish, own or operate, or continue to own or operate, other businesses under other systems using other trademarks at locations inside and outside of the Protected Territory;

iii. Purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Protected Territory. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Protected Territory which are not franchised or licensed, Franchisor may, in its sole discretion:

   - Offer to sell any such businesses to Franchisee or to any third party at the business's fair market value to be operated as an DSP™ Business; or

   - Offer Franchisee the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.

iv. Be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Protected Territory;

v. Provide the services and sell any products authorized for DSP™ Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet sales and catalog sales; provided, however, that no such sales shall be made to any Competitive Business within the Protected Territory; and

vi. Bid, sell and operate its DSP Business, through its affiliate, freely within its reserved Non-Exclusive Protected Territory of the entire United States. The provision within Section 2.5 dealing with Foreign Franchisees does not apply to this MSA for DSP; and

vii. Engage in any activities not expressly forbidden by this Agreement.

Section 2.7 Diligence and Best Efforts

Franchisee shall diligently and fully exploit the rights in this Agreement by personally devoting best efforts, and in case more than one (1) individual has executed this Franchise Agreement as a Franchisee, the individual so designated in this Agreement shall personally devote best efforts towards the operation of the Franchise Business, or provide for full time management, trained and approved by the Franchisor, to manage the Business. The continued right of Franchisee's Protected Territory does depend on Franchisee's sales volume or market penetration. Franchisor requires a maximum of 25 qualified new patients per quarter and a minimum of 5 new qualified patients per quarter. Franchisor suggests a goal of 15 new qualified patients per quarter, after 180 days of business. If Franchisee does not maintain the minimum number of qualified new patients it will be grounds for a Notice of Termination with a 30 day right to cure, after Franchisee's 1st quarter in business. This requirement stays in full force and effect even if Franchisee chooses to utilize third party vendors to handle their marketing efforts for the Franchisee, subject to any exemptions listed in Section 11.2. One exemption listed in Section 11.2 is when the third party vendor breaches its agreement with Franchisee. Upon notice to Franchisor, it acts as a

temporary waiver of this requirement (see Section 11.2 for full details). It is Franchisee's responsibility to ensure that the third party honors and fulfills their minimum number of qualified new patients to stay in compliance with this Franchise Agreement.

ARTICLE 3 - FEES

Section 3.1 Franchise Fee

Upon execution of this Agreement, Franchisee shall pay the balance of the Franchise Fee. Any deposit amount previously paid will be credited towards the Franchise Fee balance first. The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Articles 5, 8 and 16. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees.

Provided that Franchisee is not in default at the time, Franchisee shall have the right to purchase and open two additional franchise units within forty-eight (48) months of the execution of this Agreement, pursuant to the additional terms and conditions contained in the Area Development Agreement, executed concurrently herewith.

Section 3.2 Monthly Royalty Fee

On the tenth day of the month, of each month for so long as this Agreement shall be in effect, Franchisee shall pay to Franchisor without offset, credit or deduction of any nature, monthly Royalty Fees for the previous month ending the last full day of the preceding month due to Franchisor. Each monthly Royalty Fee shall follow a Gross Sales Report, as required by Section 12.2, for the same period. Franchisor reserves the right to increase the Royalty Fee up to a maximum of an additional two percent (2%) per month during the Term of this Agreement. No increase shall be more than 1% per year. Franchisee shall have thirty (30) days advance notice prior to the increased Royalty Fee taking effect. Franchisor requires Franchisee to pay Royalty Fees through ACH transfer from Electronic Depository Transfer Account, as set forth in Section 3.5, thus such reports shall be submitted to Franchisor via facsimile transmission, e-mail or intranet system.

Section 3.3 Marketing Fund Contribution

Franchisee shall be required to contribute their Marketing Fund Contribution monthly to the Marketing Fund on the tenth day of the month, of each month for so long as this Agreement shall be in effect. Each monthly Marketing Fund Contribution shall follow a Gross Sales Report, as required by Section 12.2. Franchisor may adjust the Marketing Fund Contribution amount from time to time, in Franchisor's sole discretion, but shall not exceed a one percent (1%) raise over the term of this Agreement. Franchisor shall notify Franchisee at least thirty (30) days before implementing or changing Marketing Fund Contribution requirements. The Marketing Fund shall be maintained and administered by Franchisor or its designee in accordance with the provisions contained in Section 11.3.

If Franchisee becomes a part of an advertising cooperative program, pursuant to Section 11.4 below, by their own choosing, the Franchisee may credit the amount actually spent in United States dollars/funds against the Marketing Fund Contribution due to Franchisor for the previous month. Actual proof of a paid receipt by the advertising media institution is required for compliance. If a receipt is not provided, the amount spent cannot be utilized as a credit against the amount owed for the Marketing Fund Contribution. Any amounts paid over the Marketing Fund Contribution shall not roll over to any following month's Marketing Fund Contribution.

Section 3.4 Taxes

Franchisee shall pay to Franchisor an amount equal to all sales taxes, use taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor herein and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, if any taxing authority imposes such taxes on Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

Franchisee will promptly pay, when due, all taxes required by any federal, state or local tax authority including unemployment taxes, withholding taxes, sales taxes, use taxes, income taxes, tangible commercial

personal property taxes, real estate taxes, intangible taxes and all other indebtedness incurred in the conduct of Franchisee's DSP Business. Franchisee agrees it will not permit a tax sale or seizure by levy or execution or similar writ or warrant or attachment by a creditor to occur against the location or any asset used in Franchisee's DSP Business.

Section 3.5 Electronic Transfer

Franchisor requires all Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor, if applicable, to be paid, at the sole discretion of Franchisor, either (a) through an Electronic Depository Transfer Account or (b) by Franchisee electronically transferring to Franchisor any funds due Franchisor. Within 30 days after successfully completing the training seminar, Franchisee shall open and maintain an Electronic Depository Transfer Account, also known as the ACH account, and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor, by signing and returning the ACH Withdrawal Form attached as Exhibit 8, or as otherwise requested by Franchisor. Franchisee will give its financial institution instructions, in a form Franchisor provides or approves, and will obtain the financial institutions agreement to follow these instructions. Franchisee will provide Franchisor with copies of these instructions and agreements. The financial institution's agreement may not be withdrawn or modified without Franchisors written approval which approval is within Franchisors sole discretion. Franchisee will also sign all other forms for fund transfers as Franchisor or the financial institution may request.

Franchisor may require Franchisee's financial institution to send a monthly statement of all activity in the designated account to Franchisor at the same time it sends statements to the Franchisee. Franchisor may further require Franchisee's financial institution to send any other reports of activity in the Franchisee's Operating Account to Franchisor as Franchisor reasonably determines and requests. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account.

If Franchisee maintains any other bank accounts for its DSP Business, Franchisee must identify these accounts to Franchisor and provide Franchisor copies of the monthly statements for all of these accounts and the details of all deposits and withdrawals to those accounts along with access to those accounts as set forth in the above paragraphs.

Every week, Franchisee shall make timely deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent and the establishment of a replacement Electronic Depository Transfer Account.

Section 3.6 Intranet and Software Fee

Franchisor requires Franchisee to purchase a Computer system and the QuickBooks accounting system. You will be responsible for any ongoing upgrades or updates to the computer and software packages after installation. QuickBooks will be provided with a multi-user license and Franchisor will have access to the accounting system through QuickBooks remote access to validate the revenue for royalties.

Franchisee shall: (1) use proprietary software programs, as may be developed and prescribed by Franchisor, including system documentation manuals and other proprietary materials now and hereafter developed by Franchisor, in connection with the operation of the Business; (2) execute Franchisor's standard software license agreement; (3) input and maintain in Franchisee's computer such data and information as Franchisor prescribes in the Manuals, software programs, documentation or otherwise; and (4) purchase new, different or upgraded software programs, system documentation manuals and other proprietary materials at then-current prices (except as provided in this Section), whenever Franchisor adopts such new, different or upgraded programs, manuals and materials system-wide; provided that, with respect to any required purchase of new, different or upgraded software programs: (i) Franchisee shall be required to purchase any such program only after it has been tested and implemented in Franchisor-owned Businesses, if any such Businesses then exist, and (ii) Franchisee shall be notified of the required purchase no less than 90 days before Franchisee is required to implement the program.

Franchisee is required to purchase and use computer hardware and software with the following minimum requirements:

- 1 personal computer (keyboard, mouse) with an Intel or AMD Processor 2.6GHz or faster, with the personal computer meeting these minimum requirements:
    - Memory 1 GB of RAM or greater
    - Hard disk 80 gigabyte of available hard-disk space
    - CD-ROM or DVD drive
    - Super VGA (800 × 600) or higher-resolution monitor
    - Operating system Microsoft Windows™ XP Professional with Service Pack 2 (SP2) or greater
    - 100 Mbps PCI Network Adapter
    - Broadband Internet connect (No dial-up)

Franchisor has the right to independently access all information collected or compiled by or in accordance with Franchisee's use of any of the software packages at any time without first notifying Franchisee. Franchisee must update or upgrade computer hardware and software as Franchisor deems necessary. Franchisor does require Franchisee to enter into software maintenance agreements with DSP for current or future required software and a subscription to the online QuickBooks service with Intuit.

Franchisor requires you to have a business telephone, telephone line, facsimile and phone service. Franchisee shall pay third party providers for phone service and systems.

Section 3.7 Late Fees

Although each failure to pay monies when due is an Event of Default, to encourage prompt payment and to cover the costs involved in processing late payments, if any payment under this Agreement or any other agreement between us or our Affiliates and you for your DSP Business is overdue for any reason, you must pay to us, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid. All Royalty Fees, Marketing Fund Contributions, amounts due for purchases by Franchisee from Franchisor or its Affiliates and other amounts that are not received by Franchisor on their due date shall incur late fees at the rate of five percent (5%) per annum of the overdue amount. The interest shall accrue daily from the date payment is due to the date payment is received by Franchisor. In addition to the above, Franchisee shall pay a $100.00 late fee for each day payment is late until ten (10) days have passed at which time Franchisee shall pay in addition to the late fees accrued during the ten (10) days, a fee of $25.00 for each day after day ten (10) that payment is late.

Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Marketing Fund Contributions or any other amounts due Franchisor, including reasonable accounting and collection fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

In addition to the above late fees and declaration of an event of default, any payments made by Franchisee that are returned for insufficient funds shall be charged $100.00 per occurrence. Franchisee shall remit payment of the original payment plus $100.00 and any relevant bank fees and late fees.

Section 3.8 Application of Payments

No payment by Franchisee or acceptance by Franchisor of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Any endorsement, statement or communication by Franchisee to the effect that Franchisee's payment of a lesser amount than due constitutes full payment shall be given no effect and Franchisor may accept the partial payment without prejudice to any rights or remedies it may have against Franchisee. Franchisor's acceptance of payments by Franchisee other than as set forth in this Agreement shall not constitute a waiver of Franchisor's right to demand payment in accordance with the requirements of this Agreement. Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Marketing Fund Contributions, purchases from Franchisor or its Affiliates, or any other amount owed to Franchisor in any proportion or priority. Franchisor's acceptance of payment from any entity other than the named Franchisee shall be deemed to be payment by the named Franchisee and shall not be deemed to be recognition or substitution of the paying entity for the named Franchisee.

Section 3.9 No Withholding

Franchisee agrees that under no circumstances will franchisee withhold or suspend payment of, or reduce the amount of the Royalty Fee, Marketing Fund Contributions or purchases payable under this Agreement. Notwithstanding the foregoing, if you dispute in good faith the amount of an individual payment due under this Agreement, you may pay only the amount you believe is due, provided that you give us prompt notice of the reasons you dispute the amount of the payment and proceed to make good faith efforts to resolve the dispute.

ARTICLE 4 - TERM OF AGREEMENT AND RENEWAL

Section 4.1 Initial Term

This Agreement shall take effect as of the date of the execution hereof (the "Effective Date"), and the initial term ("Initial Term") hereof shall extend until the earlier of (1) the date that is precisely ten (10) years from the opening date of the Franchise Business, or (2) the date on which this Agreement terminates pursuant to Section 16 hereof, or (3) the expiration of Franchisee's lease of the Location.

Section 4.2 Renewal

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new Franchise Agreement with Franchisor and paying the Renewal fee equal to Five Thousand Dollars ($5,000) plus CPI plus One Thousand Dollars ($1,000) plus CPI for each additional franchise unit being renewed concurrently, if Franchisee owns more than one franchise unit. Franchisee's right to a successor franchise is limited to one (1) successive term of ten (10) years ("Option Term"). To qualify for a successor franchise, each of the following conditions must have been fulfilled and remain true as of the last day of the term of this Agreement:

i. Franchisee shall give Franchisor written notice of such election to renew not less than ninety (90) days prior to the end of the Initial Term;

ii. At least ninety (90) days prior to the expiration of the Initial Term, Franchisor shall inspect the Location if it is open to the public and give notice of all required maintenance, refurbishing, renovating, and remodeling and Franchisee shall agree to complete at its expense and to Franchisor's satisfaction, all maintenance, refurbishing, renovating, and remodeling required by Franchisor's notice no later than thirty (30) days after expiration of the Initial Term;

iii. Franchisee shall not be in material default of any provision of this Agreement, or any amendment hereof, and shall at all times have substantially complied with all the terms and conditions of this Agreement during the term hereof or fully cured all Noticed Default(s);

iv. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates and shall have timely met such obligations throughout the Initial Term;

v. Not less than thirty (30) days prior to the expiration of the Initial Term, Franchisee shall execute a Franchise Agreement then being used by Franchisor, which agreement shall supersede this Agreement, and the terms of which, however, Franchisee shall have the absolute right to an Amendment which continues in full force the Initial Term Franchise Agreements' Fees in Article 3, Renewal terms in Article 4, Transfer Fees in Article 18, and the Protected Territory and exclusivity provisions in Section 2.5, which may be materially different than the terms of the then-current Franchise Agreement;

vi. Franchisee shall comply with Franchisor's then-current criteria for operation of a Franchise Business;

vii. Both parties shall execute a general release of all claims against each other which accrued or may have accrued during the Term, whether or not such claim had yet been discovered by the parties; and

viii. Franchisee shall present evidence satisfactory to Franchisor that it has the right to remain in possession of the Location or another suitable location approved by Franchisor according to its then-current criteria for the duration of the Option Term.

The Initial Term and any Option Term collectively may be referred to herein as the "Term" of this Agreement.

ARTICLE 5 - APPROVED LOCATION

Section 5.1 Selection of Site

Typically a DSPF is a home based site. If Franchisee chooses to run the DSP Business out of their home, the site is automatically deemed approved. If Franchisee is not running the DSP Business out of their home, Franchisee shall promptly select a site for the Franchised Business and shall notify Franchisor of such selection. If Franchisor approves such selection, the site shall be designated as the Approved Location. If Franchisor does not approve of such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Business. In the alternative, Franchisor may, at its option, designate your protected non-exclusive territory. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including, without limitation: the condition of the premises; demographics of the surrounding area; proximity to other DSP™ Businesses; lease requirements; traffic patterns; vehicular and pedestrian access; proximity to major roads; available parking; and overall suitability. Franchisor shall notify Franchisee of its approval or disapproval of a proposed site within thirty (30) days after Franchisor receives all requested information from Franchisee. If the Franchisor fails to respond in writing to the Selection of Site request within thirty (30) days, the site is deemed approved.

Franchisor does not represent that it, or any of its Affiliates, owners or employees, have special expertise in selecting sites. Neither Franchisor's assistance nor its approval is intended to indicate or indicates that the Franchised Business will be profitable or successful at the Approved Location. Franchisee is solely responsible for identifying the Approved Location and assumes all risks with respect to the selection of the Approved Location.

Section 5.2 Failure to Select a Site

Franchisee will continue selecting sites until the Franchisor has approved the site to be the Approved Location for Franchisee or until Franchisor selects a site on behalf of Franchisee.

Section 5.3 Lease of Approved Location

After the designation of the Approved Location (and if the site is to be leased or purchased), Franchisee shall execute a lease for, or a binding agreement to purchase, the Approved Location, the terms of which must have been previously approved by Franchisor in writing. Franchisor shall not unreasonably withhold its approval.

Franchisor's review of a lease or purchase agreement, or any advice or recommendation offered by Franchisor, shall not constitute a representation or guarantee that Franchisee will succeed at the Approved Location nor constitute an expression of Franchisor's opinion regarding the terms of such lease or purchase agreement.

Franchisor shall be entitled to require that nothing therein contained is contradictory to, or likely to interfere with, Franchisor's rights or Franchisee's duties under this Agreement. Franchisee shall take all actions necessary to keep the lease, if any, of the Approved Location in full force while this Agreement is in effect. Any default for which the lease may be terminated shall also be deemed a default of this Agreement and the time to cure the same shall expire when the lease is terminated. Franchisor has the right to require that the lease for the Approved Location be collaterally assigned by Franchisee to Franchisor, pursuant to the terms of its standard collateral assignment of lease form, to secure performance by Franchisee of its obligation under this Agreement. Franchisor's approval of a lease shall be conditioned upon inclusion of terms in the lease acceptable to Franchisor and, at Franchisor's option, the lease shall contain such provisions as Franchisor may reasonably require, including:

a. a provision reserving to Franchisor the right, but not the obligation, at Franchisor's election, to receive an assignment of the leasehold interest without payment of any assignment fee or similar charge and without any increase in rent or other fees upon termination or expiration of the Franchise grant. The Lessor agrees that, before the effective date of any assignment of the lease

to Franchisor (or its designee), Franchisee shall be solely responsible for all obligations, debts and payments under the lease;

b. a provision expressly permitting the lessor of the premises to provide Franchisor all sales and other information lessor may have obtained or received relating to the operation of the Franchised Business, as Franchisor may request;

c. a provision requiring the lessor to provide Franchisor with a copy of any written notice of deficiency sent by the lessor to Franchisee, and granting to Franchisor the right (but not the obligation) to cure any deficiency under the lease should Franchisee fail to do so within thirty (30) days after the expiration of the period in which Franchisee may cure the default;

d. a provision requiring the lessor to provide Franchisor (at the same time lessor provides to Franchisee) a copy of all lease amendments and assignments, and a copy of all letters and notices lessor sends to Franchisee and Franchisee sends to lessor relating to the lease or the leased premises;

e. a provision permitting Franchisor to enter the leased premises to make any modifications or alterations necessary in Franchisor's sole discretion to protect the System and the Marks without being guilty of trespass, or other tort or other crime;

f. a provision allowing Franchisee to display the Marks in accordance with the specifications required by the Manual, subject only to the provisions of applicable law;

g. a provision prohibiting the premises from being used for any purpose other than the operation of the Franchised Business, unless otherwise approved in writing by the Franchisor;

h. a provision allowing Franchisor, upon expiration and non-renewal or termination of the lease or the Franchise Agreement, to enter the premises and remove any interior and exterior signs containing the Marks and trade fixtures;

i. a provision stating that upon default of this Agreement, Franchisor or its nominee has the right, but not the obligation, to take possession of the Approved Location and operate the Franchised Business; and

j. a provision stating that lessor shall not amend or otherwise modify the lease in any manner that would affect any of the foregoing provisions without Franchisor's prior written consent.

Section 5.4 Development of Approved Location

If Franchisee elects a non home-based business location, Franchisor shall make available to Franchisee, at no charge to Franchisee, copies of standard plans, but not blueprints, for the development of a DSP™ Business, including exterior and interior design and layout, fixtures, equipment, décor and signs, if a build-out is required at the Approved Location. Such standard plans and specifications as well as Franchisee's particular plans and specifications are subject to alteration as Franchisor deems necessary, or as Franchisee's local or state law requires. Franchisee shall cause the Approved Location to be developed, equipped and improved in accordance with such plans within one hundred eighty (180) days after the Effective Date. In connection with the development of the Approved Location, Franchisee shall:

i. employ an approved competent licensed architect or engineer;

ii. obtain all zoning classifications and clearances which may be required by state and local laws, ordinances or regulations;

iii. obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Business and certify in writing and provide evidence to Franchisor that all such permits and certifications have been obtained;

iv. employ a qualified, licensed general contractor to complete construction of all required improvements to the Approved Location;

v. purchase any supplies or inventory, necessary for the operation of the Franchised Business;

vi. purchase and install all equipment, signs, furniture and fixtures, including any computer equipment, required for the operation of the Franchised Business;

vii. provide a monthly written report to Franchisor, on Franchisor's prescribed form, describing the activities begun, completed and, if not completed, the percentage completed in connection with the development of the Approved Location; and

viii. establish a persistent broadband with a minimum download speed of 756 kbps and a minimum upload speed of 256 kbps with static Internet protocol address or a persistent high-speed Internet access with a minimum download speed of 756 kbps and a minimum upload speed of 256 kbps and obtain at least two (2) telephone numbers and one (1) facsimile number solely dedicated to the Franchised Business.

If Franchisee is unable to commence the operation of the Franchised Business due to circumstances beyond Franchisee's reasonable control, then Franchisee may be entitled to such additional time as may be reasonably required and as to which Franchisor may consent, provided such request for extension is provided to Franchisor in writing at least one hundred fifty (150) days after the Effective Date.

Section 5.5 Failure to Develop Approved Location

Should Franchisee fail to develop the Approved Location for the Franchised Business within one hundred eighty (180) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.5, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as or similar to the General Release attached as Exhibit 1; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law.

Section 5.6 Opening

Before opening the Franchised Business and commencing business, Franchisee must:

i. fulfill all of the obligations of Franchisee pursuant to the other provisions of this Section 5.6;

ii. furnish Franchisor with copies of all insurance policies required by this Agreement and by the lease (if the Approved Location is leased), or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

iii. complete initial training to the satisfaction of Franchisor as more fully described in Section 8.1;

iv. hire and train the personnel necessary or required for the operation of the Franchised Business;

v. obtain all necessary permits and licenses;

vi. purchase all Opening Project inventory not purchased pursuant to Section 5.4, as stated in Section 8.2;

vii. if Franchisee is a business entity, Franchisee has caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

viii. pay in full all amounts due to Franchisor, or execute the Promissory Note if applicable for any amounts due Franchisor.

Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business within one hundred eighty (180) days after the Effective Date. Time is of the essence.

Section 5.7 Use of Approved Location

If Franchisee has a non home-based business location, Franchisee shall not use the Approved Location for any purpose other than for the operation of a DSP™ Business in full compliance with this Agreement and the Manual, without the prior written consent of Franchisor.

Section 5.8 Relocation

Franchisee shall not relocate the Franchised Business without the prior written consent of Franchisor. If the lease for the Approved Location expires or terminates through no fault of Franchisee or if the Franchised Business's premises is destroyed, condemned or otherwise rendered unusable or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may allow Franchisee to relocate the Franchised Business. Any such relocation shall be at Franchisee's sole expense, and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.6 with the timeframes set forth therein, modified in the sole discretion of the Franchisor, to reflect the new circumstances. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in providing assistance to Franchisee, including, but not limited to, legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If no relocation site meets with Franchisor's approval, this Agreement shall terminate as provided in Section 16.4.

ARTICLE 6 - PROPRIETARY MARKS

Section 6.1 Ownership

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor including those set forth in the Manual. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

Section 6.2 Limitations on Use

Franchisee must use the Marks as the sole trade identification of the Franchised Business, and in accordance with Exhibit 6, attached hereto. Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business, for example, Jon Jones d/b/a Dental Support Plus or Texas Marketing, Inc. d/b/a Dental Support Plus. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give advanced written notice to Franchisor before filing applications for trademark and/or service mark registrations. Franchisee shall obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, and shall display at the Approved Location, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated Dental Support Plus Franchise" of Franchisor.

Franchisor has the sole right to maintain Social Media sites and/or applications including, but not limited to: Twitter, Facebook, LinkedIn and other sites or applications that Franchisor may establish. Franchisor does not allow Franchisee to establish or utilize Social Media sites or applications for business purposes. Franchisee and Franchisee's employees do not have the right to utilize the Marks on any Social Media sites and/or applications, even if made from a personal Social Media account. Further, any representations from Franchisee or Franchisee's

employees regarding Franchisee's profits or earnings made on any Social Media site or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under this Franchise Agreement.

Section 6.3 Notification of Infringements and Claims

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any settlement, litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

Section 6.4 Indemnification for Use of Marks

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided Franchisee has timely notified Franchisor of such proceeding, agreed to be a witness in any legal proceeding and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense and settlement of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee for removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

Section 6.5 Discontinuance of Use

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within sixty (60) days after notice to Franchisee by Franchisor and subject to the limitations in Section 13.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified, additional or substitute Mark.

Section 6.6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed herein, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business, Franchisor and its designees have the right to enter and inspect the Franchised Business and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, accessories, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Business in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other inventory items offered for retail sale, or used in rendering services, to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business, to interview and survey customers, (whether patients or dentists) and employees by any means it chooses, including in person, by secret shoppers, mail, telephone, video conference, the Internet, Social Media or e-mail, and to photograph or videotape (whether by utilizing smart phone application technologies or by any existing or future stand alone products) or by using web cameras to monitor the premises.

Section 6.7 Franchisor's Sole Right to Domain Name

Franchisee shall not advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Mark or the words "DENTAL SUPPORT PLUS" or any variation thereof without Franchisor's prior written approval. An Affiliate, Practice Enhancement Systems, LLC, is the sole owner of all right, title and interest in and to such domain names as Franchisor shall designate in the Manual. Practice Enhancement Systems, LLC has licensed to Franchisor the right to utilize the foregoing domain names.

ARTICLE 7 - TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

Section 7.1 Confidentiality of Trade Secrets and Other Confidential Information

Franchisee acknowledges Franchisor owns copyrights in the Manual, Franchisor's website (but not the domain names referred to above), and other copyrightable items that are part of the System. Franchisee acknowledges that while Franchisor claims copyrights in these and similar items, Franchisor has not registered, and is not required to register these copyrights with the United States Registrar of Copyrights. Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. Franchisee acknowledges the Trade Secrets and other Confidential Information are proprietary and are disclosed to Franchisee solely on the condition that Franchisee and any Covered Person: (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. Franchisee shall enforce this Section as to its employees, agents, representatives and Covered Persons, and shall be liable to Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them. Franchisee shall only divulge Trade Secrets or other Confidential Information to individuals who must have access to it in order to operate the Franchised Business, and shall follow the requirements of Section 7.4 in doing so.

Franchisor claims common law rights, copyright protection and trade dress for the Manual, guidelines, photographs, product names, signage, promotional materials, training materials, this Agreement and Area Development Agreements, and any other documents, materials and items for the general ambiance and decor used in the operation of the System and the DSP™ Businesses. All information is proprietary and this Agreement requires Franchisee to keep such information confidential. Franchisee agrees not to contest, directly or indirectly, Franchisor's ownership, title, right or interest in Franchisor's common law rights, copyrights, trade dress, Trade Secrets, Confidential Information, the System, methods, procedures or any other intellectual property rights that are part of Franchisor's System or contest Franchisor's sole right to register, use or license others to use, except as limited by this Agreement, the common law rights, copyrights, trade dress, Trade Secrets, Confidential Information, System, methods, procedures or any other intellectual property rights that are a part of Franchisor's System.

Franchisor has the sole right to maintain Social Media sites and/or applications including, but not limited to: Twitter, Facebook, LinkedIn and other sites or applications that Franchisor may establish. Franchisor does not allow Franchisee to establish or utilize Social Media sites or applications for business purposes. Franchisee and Franchisee's employees do not have the right to utilize any of the Trade Secrets and Confidential Information, or the common law copyrighted materials including the products, product names, signage, promotional materials, Manual, training materials, Franchise Agreements, Area Development Agreements, and any other documents, materials and items for the general ambiance and decor used in the operation of the System and the DSP™ Businesses on any Social Media sites and/or applications, even if made from a personal Social Media account. Further, any representations from Franchisee or Franchisee's employees regarding Franchisee's profits or earnings made on any Social Media site and/or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under this Franchise Agreement.

Section 7.2 Additional Developments

All ideas, concepts, know-how, techniques, advertising or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, or other Covered Persons, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore. Further, any advertising materials Franchise submits to Franchisor for review will become Franchisor's property, and Franchisor may use or distribute these materials in any manner Franchisor deems appropriate, without compensation to Franchisee. Franchisor has the right to incorporate such items into the System and/or disclose them to other franchisees and other persons or entities. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

Section 7.3 Exclusive Relationship

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among DSP franchisees if owners of DSP™ Businesses, and Covered Persons were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor Covered Persons, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

i. divert or attempt to divert any customer, employee or other business associate of the Franchised Business, Franchisor, its Affiliate(s) or any other franchisee to any Competitive Business or solicit or otherwise attempt to induce or influence any customer, employee or other business associate of any of the foregoing to terminate or modify his, her or its business relationship with the Franchised Business, Franchisor, its Affiliate(s) or any other franchisee, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

ii. own an interest in, manage, operate, or perform services for any Competitive Business wherever located.

Section 7.4 Non-Disclosure and Non-Competition Agreements with Certain Individuals

Franchisor has the right to require Franchisee and any Covered Person to execute a Non-Disclosure and Non-Competition Agreement, in a form the same as or similar to the NON-DISCLOSURE AND NON-COMPETITION AGREEMENT attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all non-disclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third party beneficiary with the right to enforce such agreements.

Section 7.5 Reasonableness of Restrictions

Franchisee acknowledges the restrictive covenants contained in this Section are essential elements of this Agreement and without their inclusion; Franchisor would not have entered into this Agreement. Franchisee acknowledges each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisor, other franchisees, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

ARTICLE 8 - TRAINING AND ASSISTANCE

Section 8.1 Initial Training

Franchisor shall make an initial training program available to the Designated Manager and up to one (1) assistant either online or in person, at Franchisor's option. Additional trainees are permitted, room permitting, upon paying the then-current rates for additional training, currently one-thousand dollars ($1,000) per day. Prior to opening the Franchised Business, the Designated Manager must attend and successfully complete, to Franchisor's satisfaction, the approximate two (2) business day online or classroom training and on-the-job initial training program. Instruction pertains to all material aspects of the operation of a DSP™ Business, including such topics as: Dental Support Plus mission and principles, establishment of your business structure; legal filings; business licenses; banking and checking accounts; Insurance; accounting and legal support; computer system and software installation; set up accounting systems; market research; marketing plan; optional establishment of office lease; employment suggestions; HIPPA training; incoming call scripts; office administration; administrative management training; trademark usage guidelines; maintenance of quality standards; customer service techniques; record keeping and reporting procedures; other operational issues; resale, transfer, renewals an assignment training; and on-the-job training. Franchisor shall conduct the initial training program either online, in person at its headquarters or at another designated location or locations. Franchisor shall not charge tuition or similar fees for initial training for up to two people as disclosed above, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees if the Franchisee elects to not send them to the Initial Training program described above.

Section 8.2 Opening Project/ Advanced Marketing Training

In conjunction with, prior to, or within ninety (90) days of beginning of operation of the Franchised Business, Franchisee shall either retain the services of one of the Approved Supplier as contained within the Manual or attend the Advanced Marketing Training program.

Franchisee shall provide written and photographic proof, if requested by Franchisor, of all opening marketing and Local Advertising performed. Said proof shall be remitted along with the Monthly Gross Sales Report as stated in Section 3.2. If you utilize an Approved Supplier for Local Advertising and marketing, they will provide to you assistance in obtaining qualified patients(s) in your Dentist Network within the Franchised Business Territory.

Section 8.3 Failure to Complete Initial Training Program

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 8.3, Franchisor shall return to Franchisee fifty percent (50%) of the Franchise Fee paid by Franchisee upon Franchisor's receipt of a general release, the same as the General Release attached as Exhibit 1; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law. If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager (who must be approved in writing by Franchisor) and such substitute manager must complete the initial training to Franchisor's satisfaction. Franchisee will be required to pay Franchisor's then-current rates for additional training, currently one-thousand dollars ($1,000) per day, for providing the substitute manager an initial training program as set forth in the Manual.

Section 8.4 New Designated Manager

After beginning operations, should Franchisee name a new Designated Manager, Franchisee must notify Franchisor in writing of the identity of the new Designated Manager and Franchisor must approve in writing the new Designated Manager. The new Designated Manager must attend and complete the next available initial training program to Franchisor's satisfaction. Franchisee shall be responsible for all travel costs, room and board, and employees' salaries incurred in connection with the new Designated Manager's attendance at such training. Franchisor reserves the right to require Franchisee to pay Franchisor's then-current rates for additional training, currently one-thousand dollars ($1,000) per day, for providing the new Designated Manager an initial training program as set forth in the Manual.

Section 8.5 Ongoing Training and Special Assistance

From time to time, Franchisor may provide, and if it does, has the right to require that the Designated Manager, Franchisee's other managers and/or employees attend ongoing training programs or seminars during the term of this Agreement. Franchisor shall not charge a fee for any mandatory ongoing training. Franchisor shall not require the Designated Manager, Franchisee's other managers and/or employees to attend more than one (1) session in any calendar year and collectively not more than four (4) days in any calendar year. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the Designated Manager's, Franchisee's other managers' and/or employees' attendance at such training.

Franchisor will provide Franchisee with Ongoing Assistance as Franchisor deems necessary. However, if Franchisee needs Special Assistance, or if Franchisor must deal directly with the Franchisee's client, Franchisee's general contractors or others directed by Franchisee, Franchisee will pay the Additional Assistance fee of Five Hundred Dollars ($500.00) per day, or Sixty-two dollars and fifty cents ($62.50) per hour, pro rated by tenths of an hour, with a one hour minimum per month, payable by ACH Withdraw, by the 10th day of the month following the support overage, pursuant to Section 3.5.

ARTICLE 9 - MANUAL

Section 9.1 Loan by Franchisor

While this Agreement is in effect, Franchisor shall lend to Franchisee one (1) copy of the Manual or grant Franchisee access to an electronic copy of the Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Manual. The Manual may consist of one (1) or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Manual shall, at all times, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement. Franchisee will be charged $1,000 for each Replacement copy of the Manual(s).

Section 9.2 Revisions

Franchisor has the right to add to or otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Manual is up-to-date at all times. If a dispute as to the contents of the Manual arises, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

Franchisee agrees that, because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right, in its sole discretion and as it may deem, in the best interests of all concerned in any specific instance, to vary standards for any Franchisee due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices or any condition that Franchisor deems important to the successful operation of that Franchisee's Dental Support Plus business.

Section 9.3 Confidentiality

The Manual contains Trade Secrets and other Confidential Information of Franchisor and its Affiliate, Practice Enhancement Systems, LLC, and its contents shall be kept confidential by Franchisee and all Covered Persons both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. Franchisee shall at all times ensure that its copy of the Manual is available at the Approved Location in a current and up-to-date manner. Whether the Manual is in paper form or stored on computer-readable media, or both, Franchisee shall maintain the Manual in a secure manner at the Approved Location. If the Manual is in electronic form, Franchisee shall maintain the Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Manual, access to the Manual or any key, combination or passwords needed for access to the Manual. All persons whom Franchisee permits to have access to the Manuals or any other Confidential Information must first be required by Franchisee to sign the Confidentiality Agreement provided by

Franchisor. Franchisee shall not disclose, duplicate or otherwise use any portion of the Manual in an unauthorized manner.

ARTICLE 10 - FRANCHISE SYSTEM

Section 10.1 Uniformity

Franchisee shall strictly comply, and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Manual or other communications supplied to Franchisee by Franchisor.

Franchisor shall treat all franchisees equal. All services and support shall be on a first come first served basis. All franchisees shall enjoy a "favorite franchisee" provision with the Franchisor. Large or multi-unit owners shall not receive any special treatment by Franchisor over single unit Franchisees. If Franchisor creates or rolls out new System programs, services or benefits, they shall be immediately applicable to all Franchisees in the DSP System, unless Franchisor is conducting a test market study with certain franchisees. All Franchise Agreements shall contain this same provision.

Section 10.2 Modification of the System

Franchisee recognizes that from time to time, Franchisor may introduce, as part of the System, other methods or technology which require certain System modifications including, without limitation, the adoption and use of modified or substitute Marks, new computer hardware and software, equipment, signs or fixtures. Franchisee agrees to make all required upgrades and modifications at its expense as may be required by Franchisor; provided, however, Franchisee shall not be required to make any expenditure that will require Franchisee to spend more than Franchisee's initial investment during the initial term of the Franchise Agreement If such additional investment is required to be made in the last year of the initial term, Franchisee may avoid making the investment by providing notice of intent not to renew the Franchise Agreement unless the investment is in connection with a modification to the System required by law or court order. Franchisee acknowledges any required expenditures for changes or upgrades to the System shall be in addition to expenditures for refurbishment, remodeling, repairs and maintenance as required in Article 5 of this Agreement.

Section 10.3 Variance

Franchisor has the right to vary standards or specifications for test market purposes or for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any particular DSP™ Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance.

ARTICLE 11 - ADVERTISING AND PROMOTIONAL ACTIVITIES

Section 11.1 Opening Advertising

Franchisee shall spend no less than FIVE THOUSAND DOLLARS ($5,000.00) during the first three (3) months of operation of the Franchised Business on local advertisement and promotion of the initial opening ("Opening Advertising"), unless they utilize an Approved Supplier for Local Marketing Support and Patient Requisition Services, described below. The Opening Advertising three (3) months includes 30 days prior to opening to the public and sixty (60) days after opening the Franchised Business to the public. Prior to their use, all materials to be used in Opening Advertising must be approved by Franchisor through the process set forth in Section 11.2. Opening Advertising expenditures shall be in addition to any Local Advertising expenditures and Marketing Fund Contributions. Within thirty (30) days after the end of each applicable month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Opening Advertising for the preceding month.

Section 11.2 Local Marketing Support and Patient Requisition Services (Local Advertising / Marketing Support Services)

Franchisee shall continuously promote the Franchised Business through Local Advertising, via one of the two options below.

Self-Marketing

Unless Franchisee chooses to use an Approved Supplier for Local Advertising purposes, Franchisor shall provide general guidelines to Franchisee for conducting Local Marketing Support and Patient Requisition Services, at the required Advanced Training Program. Franchisee should budget the same approximate percentage of expenditures as payable to an Approved Supplier under contract for these services to ensure Local Advertising exposure. Within ten (10) days after the end of each preceding month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on Local Marketing Support and Patient Requisition Services for the preceding one month period.

Unless Franchisee is currently contracted with a third party Approved Supplier for Local Advertising, Franchisee will maintain a suitable sign or graphics package at, or near the front of the business premises and on vehicles which says "DSP" unless waived by Franchisor. The signage must conform in all respects to Franchisor's requirements except to the extent prohibited by local government restrictions or landlord regulations. All materials and forms including business and paper products and other supplies used in the system will bear Franchisor's proprietary marks.

Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee including, but not limited to, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date of receipt by Franchisor. If Franchisor does not approve submitted materials within twenty (20) days, such materials shall be deemed to have not received the required approval. Franchisee shall not use any marketing or promotional material prior to written approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services. Any advertising materials Franchisee submits to Franchisor for review will become Franchisor's property, and Franchisor may use or distribute these materials in any manner Franchisor deems appropriate, without compensation to Franchisee.

Outsource to an approved Supplier for marketing

If you elect to contract with one of the third party approved Suppliers, as listed in the Manual, during every one (1) month period after the Grand Opening Advertising is completed, the Franchisee should anticipate spending the contracted amount based upon the previous one (1) month period's Gross Sales, currently third party contracts range from twenty-nine percent to thirty-eight percent (29-38%) on local advertising, promotions and public relations ("Local Marketing Support and Patient Requisition Services", sometimes also referred to "Local Marketing Support Services" or "Local Advertising") which will be completed within the Franchise Protected Territory. Such expenditures shall be payable directly to the Approved Supplier by Franchisee.

If Franchisee has contracted with an approved third party supplier for their Local Marketing Support and Patient Requisition Services, which fails to perform, is terminated as an approved supplier, or is defaulted for cause by the Franchisor or by Franchisee, Franchisor will use its best efforts to locate a replacement Approved Supplier. During this process all minimum sales requirements will be waived.

Section 11.3 Marketing Fund

Franchisor has established a Marketing Fund, which Franchisee must contribute to as defined in Section 3.3. The Marketing Fund shall be maintained and administered by Franchisor or its designee as follows:

i. Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Marketing Fund. The program(s) may be local, regional or System-wide;

ii. Franchisee's Marketing Fund Contributions may be used to meet the costs of, or to reimburse Franchisor for its costs of producing, administering (including the cost of personnel), maintaining, directing and conducting research and advertising. Advertising shall include without limitation: the cost of preparing and conducting television, radio, billboard, Internet, video, video-streaming, digital signage, audio, magazine, newspaper, direct mail advertising campaigns, conventions and other public relations activities; developing and/or hosting an

Internet web page or site and similar activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to franchisees;

iii. all Marketing Fund Contributions shall be maintained in a separate account(s) from Franchisor's other monies and shall not be used to defray any of Franchisor's general operating expenses, except up to 1% for such reasonable costs and expenses Franchisor may incur in activities reasonably related to the media creation and administration of the Marketing Fund, including the cost of personnel;

iv. Franchisor shall endeavor to spend all Marketing Fund Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made. If excess amounts remain in any Marketing Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest or other earnings of the Marketing Fund, and then out of current contributions;

v. although Franchisor intends the Marketing Fund, if established, to be of perpetual duration, Franchisor has the right to terminate the Marketing Fund at any time. The Marketing Fund shall not be terminated, however, until all Marketing Fund Contributions and earnings have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a *pro rata* basis based on total Marketing Fund Contributions made in the aggregate by each franchisee;

vi. each DSP™ Business operated by Franchisor or an Affiliate shall make Marketing Fund Contributions at the same rate as DSP franchisees;

vii. an accounting of the operation of the Marketing Fund shall be prepared annually and shall be available to Franchisee upon request; however, it is the intention of the Franchisor to provide an unaudited copy of the Marketing Fund accounting to all Franchisees at the annual meeting. Franchisor retains the right to have the Marketing Fund audited, at the expense of the Marketing Fund, by an independent certified public accountant selected by Franchisor; and

viii. Franchisee acknowledges the Marketing Fund is not a trust and Franchisor assumes no fiduciary duty in administering the Marketing Fund.

Section 11.4 Cooperative Advertising

Franchisee has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of DSP™ Businesses located within a particular region. Franchisor has the right to allocate any portion of the Marketing Fund to a Cooperative Advertising program. Franchisee has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisor owned units participate in such Cooperative Advertising programs when established within Franchisor unit's region. If a Cooperative Advertising program is implemented in a particular region, Franchisee has the right to establish an advertising council to self-administer the Cooperative Advertising program. Franchisee may participate in the council according to the council's rules and procedures and if Franchisee does participate, Franchisee shall abide by the council's decisions. Franchisor shall require the Cooperative Advertising program to prepare periodic financial statements which are available for Franchisee's and Franchisor's review. Franchisor requires the Cooperative Advertising program to operate from written governing or contractual documents that are available for all applicable Franchisee's review. Franchisor does not have the right to require the Cooperative Advertising program to be created, dissolved or merged.

The Cooperative Advertising council shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by the Cooperative Advertising council including, but not limited to, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials within twenty (20) days, such materials shall be deemed to have not received the required approval. The submission of advertising materials to Franchisor for approval shall not affect the Cooperative Advertising council's right or franchisees' rights to determine the prices at which franchisees sell products or provides services.

Franchisee may utilize any monthly amount paid to a Cooperative Advertising program as a credit to offset the amount due that month for the Marketing Fund Contribution pursuant to the terms contained in Section 3.3.

Section 11.5 Internet Advertising

Franchisee, and any Cooperative Advertising program, may not establish a presence on, or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at the uniform resource locators www.DentalSupportPlus.com which provides information about the System and the services Franchisor, its Affiliates and its franchisees provide. Franchisor will include at the DSP website an interior page containing information about the Franchised Business. Franchisee agrees to use our designated vendor to construct, host and maintain Franchisee Website, and Franchisee agrees to provide the designated vendor with any information necessary to update Franchisee's Website during the term of this Agreement.

Franchisor retains the sole right to advertise or use the Marks on the Internet, including the use of websites, domain names, uniform resource locators, linking, search engines (and search engine optimization techniques), banner ads, video, video-streaming, digital signage, audio, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to approve any linking to, or other use of, the DSP website. Further, Franchisor retains the right to utilize whatever form of advertising that may become available in the future.

Franchisor has the sole right to maintain Social Media sites and/or applications including, but not limited to: Twitter, Facebook, LinkedIn and other sites or applications that Franchisor may establish. Franchisor does not allow Franchisee to establish or utilize Social Media sites or applications for business purposes. Franchisee and Franchisee's employees do not have the right to utilize the Marks, any of the Trade Secrets, the Confidential Information, the common law copyrighted materials including the programs, photographs, program names, signage, promotional materials, Manual, training materials, Franchise Agreements, Area Development Agreements, and/or any other documents, materials and items for the general ambiance and decor used in the operation of the System and the DSP™ Businesses on any Social Media sites and/or applications, even if made from Franchisee's personal Social Media account. Further, any representations from Franchisee or Franchisee's employees regarding Franchisee's profits or earnings made on any Social Media site and/or application, even if made from a personal Social Media account, is deemed a breach of Confidential Information under this Franchise Agreement.

Section 11.6 Telephone Directory Advertising

Franchisee is not required to list and advertise the telephone number(s) for the Franchised Business in the "white pages" telephone directory or the classified or "yellow pages" telephone directory distributed in its trade area. However, if Franchisee chooses to be listed in the "white pages" or the "yellow pages", Franchisee must be in the directory heading or category as specified by Franchisor. Advertising Franchisees must place the classified directory advertisement and listings together with other DSP™ Businesses operating within the distribution area of the directories. If a joint listing is obtained, all DSP™ Businesses listed together shall pay a *pro rata* share of the cost of the advertisements and listings. Telephone directory advertising expenditures are in addition to Franchisee's Local Advertising obligations.

ARTICLE 12 - ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS

Section 12.1 Records

After the opening date, Franchisee shall submit to Franchisor on or before the date specified in the Manual the financial, operational and statistical reports and information as Franchise may require to (i) provide Franchisee with consultation and advice in accordance with this Agreement; (ii) monitor Franchisee's performance under this Agreement and Franchisee's purchases, revenue, operating costs, expenses and profitability; (iii) develop chain-wide or system statistics; (iv) develop new operating procedures; (v) develop new authorized services, remove unsuccessful authorized services, including unsuccessful Approved Suppliers and improve and enhance authorized services; and (vi) implement changes in the DSP System to respond to competitive and marketplace changes.

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles described by Franchisor in the Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, copies of negotiated checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

Section 12.2 Gross Sales Reports

Franchisee shall maintain an accurate record of Gross Sales and shall deliver to Franchisor via facsimile transmission, e-mail or intranet system a signed and verified statement of Gross Sales ("Gross Sales Report") for each month in a form that Franchisor approves or provides in the Manual, which shall be submitted together with the Royalty Fees and Marketing Fund Contribution Fees. The Gross Sales Report for the preceding month must be provided to Franchisor by the close of business on the 10th of each month as provided in Section 3.2.

Section 12.3 Financial Statements

Franchisee shall supply to Franchisor on or before the tenth (10th) day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. If required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Manual or otherwise in writing.

Section 12.4 Other Reports

Franchisor shall submit the Marketing Report and the Marketing Fund Contribution and Local Advertising Reports in the same manner as depicted in Section 12.2. Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor's prospective franchisees, Franchisor's lenders or prospective lenders, as required with respect to offering Franchisor's or its Affiliate's securities to the public or as required to sell, merge or in any other manner transfer Franchisor's assets or any type of certificates representing an ownership interest in Franchisor. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

Section 12.5 Computer/Software/Phone System

Franchisor reserves the right to require Franchisee to purchase, install, update, upgrade and use computer, software and phone systems consisting of hardware and software in accordance with Franchisor's specifications. Franchisor shall have full access to all of Franchisee's computer, software and phone data and systems and all related information by means of continuous direct access, whether in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee's compliance with its obligations under this Agreement. Franchisor shall have the right to independently access Franchisee's entire computer, software and phone data and systems and all related information collected or compiled by Franchisee or in accordance with Franchisee's use of the computer, software, and phone systems, at any time, without notifying Franchisee.

Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures and similar problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). Franchisor has taken reasonable steps so that E-Problems will not materially affect the Franchisor's business. Franchisor does not guarantee that information or communication systems that Franchisor or others supply will not be vulnerable to E-Problems. It is Franchisee's responsibility to protect itself from E-Problems. Franchisee should also take reasonable steps to verify that its suppliers, third-party vendors, lenders, landlords, and governmental agencies on which it relies, have reasonable protection from E-Problems. This may include taking reasonable steps to secure Franchisee systems (including firewalls, password protection and anti-virus systems) and to provide backup systems.

Section 12.6 Right to Inspect

Franchisor or its designee has the right, during normal business hours, to examine copy and audit the books, records and tax returns of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus late fees as defined in Section 3.7, plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower). If the audit is conducted due to (i) Franchisee's failure to provide required reports to us, or (ii) if any such inspection or audit reveals an underpayment of two percent (2%) or more of the amount due for any period covered by the audit, then Franchisee shall in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). In addition to any other rights Franchisor may have, including the right to Terminate this Agreement, Franchisor may conduct such further periodic audits and/or inspections of Franchisee's books and records as we reasonably deem necessary for up to one (1) year thereafter at Franchisee's sole expense, including, without limitation, reasonable professional fees, travel, and lodging expenses directly related thereto. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

In the event that there are two (2) deficiencies during any twelve (12) month period, the second deficiency shall be considered a material default of this Agreement and Franchisor shall have the right to terminate this Agreement without providing Franchisee the opportunity to cure the default.

Section 12.7 Release of Records

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting, banking and legal professionals and tax authorities, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, including federal, state and local tax returns, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement plus three (3) years or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

ARTICLE 13 - STANDARDS OF OPERATION

Section 13.1 Authorized Products, Services and Suppliers

Franchisee acknowledges the reputation and goodwill of the System is based in large part on offering high quality products and services to its customers (both patients and dentists). Accordingly, Franchisee shall provide or offer for sale, or contract to offer for sale, or use at the Franchised Business only those product items, supplies, signs, equipment and other items and services Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate, or a third party from which Franchisor derives a fee or profit). Franchisee shall not offer for sale, sell or provide through the Franchised Business or from the Approved Location any products or services Franchisor has not approved in writing.

Franchisor shall provide Franchisee, in the Manual or other written or electronic form, with a list of Approved Suppliers for some or all of the products, services, supplies, signs, equipment and other approved or specified items and services, and Franchisor may from time to time issue revisions to such list. Franchisor's designation of a particular third party supplier whom Franchisee must purchase, lease or license specified services does not constitute a representation or warranty of the Approved Supplier's ability to meet Franchisee's requirements nor of the fitness or merchantability of the services sold, leased or licensed by the supplier. Franchisee understands and agrees that its sole remedy in the event of any shortages, delays or defects in the services purchased, sold, leased from a designated third party Approved Supplier shall be against the Approved Supplier, not Franchisor or Franchisor's Indemnitees.

FRANCHISOR AND ITS AFFILIATES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY PRODUCTS OR SERVICES PROVIDED BY APPROVED SUPPLIERS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, PRICING OR PROFITABILITY. ALL WARRANTIES ARE DERIVED STRICTLY AND SOLELY FROM THE MANUFACTURERS. Franchisee acknowledges that Franchisor may, under appropriate circumstances, receive fees, commissions, field-of-use license royalties, or other consideration from approved suppliers based on sales to franchisees, which consideration shall be contributed to Franchisor.

Franchisor may exercise its option to act as an intermediary between Franchisee or customer and supplier. However, this act by Franchisor does not create or constitute an Agency Relationship, nor an Informed Intermediary relationship between Franchisor and supplier and does not subject Franchisor to any liability on behalf of suppliers warranty nor any product liability under any theory, in any jurisdiction.

If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or execute a Vendor or Supplier Agreement for the items to be supplied by Franchisor or its Affiliate along with the Credit and Security Agreement attached hereto as Exhibit 10. The payment terms to Franchisor or an Affiliate are the terms stated on the Vendor or Supplier Agreement or Purchase Order supplied to Franchisor or an Affiliate and in no way shall be modified to coincide with any Agreement between Franchisee and Franchisees' client.

If Franchisee desires to utilize any services or products Franchisor has not approved (or for services and products that require supplier approval by Franchisor), Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee or Supplier shall bear all expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier. Franchisor will decide, within its sole discretion, within a reasonable time (usually ninety [90] days) after receiving the required information whether Franchisee may purchase or lease such items or services from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product, quality of products or services at competitive prices, production and delivery capability, and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications Franchisor deems confidential. If Franchisor does not submit approval in writing to the Franchisee within ninety (90) days, the recommended supplier is deemed denied.

Notwithstanding anything to the contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor within thirty (30) days.

Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing, either for the purpose of customer or operational feedback or evaluation, and regional or local legal differences. Franchisor has the right to give its consent to one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 13.1 and shall not create any rights in Franchisee to provide the same products or services.

Franchisor has the right to require Franchisee to submit to third party audits, including, but not limited to OSHA, IRS, banking or other governmental type audits. Franchisee shall be responsible for any and all costs associated with such audits.

Section 13.2 Appearance and Condition of the Franchised Business; Refurbishment

Franchisee shall maintain the Franchised Business and the Approved Location in "like new" condition, and shall repair or replace furnishings, equipment, fixtures and signage as necessary to comply with the standards and specifications of Franchisor and Franchisee's lessor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2. Further, Franchisee shall be required to refurbish and update the Approved Location

throughout the term of this Agreement as necessary and/or as directed by Franchisor with an overall update every seven (7) years, if the DSP™ Business is open to vendors, contractors, or the public.

Section 13.3 Ownership and Management

The Franchised Business shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote sufficient efforts to the management of the day-to-day operations of the Franchised Business. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its current Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement.

Franchisor will make available to Franchisee via the media website, www.DentalSupportPlus.com, human resource and employee information forms. Franchisee is solely responsible for the hiring, disciplining, supervising, promoting and firing of its employees and the establishment of their salaries.

Section 13.4 Days of Operation; Inspections

Franchisee shall keep the Franchised Business open for business during normal business hours and on the days specified in the Manual.

Franchisee will permit Franchisor and/or Franchisor's representatives to enter Franchisee's location or office at any time during normal business hours and upon reasonable notice, for purposes of conducting inspections. Franchisee will cooperate fully with Franchisor and/or Franchisor's representatives in inspections by rendering assistance as Franchisor and/or Franchisor's representatives may reasonably request and by permitting them, at their option, to observe how Franchisee is selling the products and rendering the services, to monitor sales volume, to conduct a physical inventory, to confer with Franchisees employees and customers (whether patients or dentists) and to remove samples of any products, supplies and materials in amounts reasonably necessary to return to Franchisors office for inspection and record keeping. A portion of a sample taken will be given to Franchisee for safekeeping in a tamperproof container. The inspections will be performed in a manner that minimizes interference with the operations of your DSP business. Franchisor and/or Franchisee may videotape the inspections. Upon notice from Franchisor, and without limiting Franchisor's rights under this agreement, Franchisee will take all necessary steps to correct immediately any deficiencies detected during inspections, including immediately stopping use of any equipment, advertising, materials, products, supplies or other items that do not conform to Franchisor's then current requirements. If Franchisee fails or refuses to correct any deficiency, Franchisor has the right, without any claim to the contrary by Franchisee, to enter Franchisees location or office without being guilty of trespass or any other tort, for the purpose of making or causing to be made all corrections as required, at Franchisee's expense, payable by Franchisee upon demand.

Section 13.5 Contributions and Donations

In order to protect the Marks, Franchisor reserves the right to direct Franchisee to cease further contributions or donations of items, services or funds to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization).

Section 13.6 Licenses and Permits

Franchisee shall secure and maintain in force all required licenses, permits and certificates', including a business license or your state's equivalent, necessary for the operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

Section 13.7 Notification of Proceedings

Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, or of the issuance of any order, writ, injunction, award or decree

which may affect the operation or financial condition of the Franchised Business not more than five (5) days after such commencement or issuance. Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any law, rule or regulation that reflects a notice of re-inspection by a date certain by the governmental agency or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation. Franchisee will provide Franchisor with any information Franchisor requests, within five (5) days of request, about the progress and outcome of events.

Section 13.8 Compliance with Good Business Practices

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created hereby. Therefore, Franchisee shall endeavor to maintain and require from their employees and contracted personnel, if applicable, high standards of quality and service in the operation of the Franchised Business. Franchisee shall at all times give prompt, courteous and efficient service to customers of the Franchised Business. Franchisee shall immediately resolve any customer complaints regarding the quality of service of the Franchised Business or any similar complaints. When any customer complaints cannot be immediately resolved, Franchisee shall use his/her best efforts to resolve the customer complaints as soon as practicable and shall, whenever feasible, give the customer the benefit of the doubt. The Franchised Business shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor, in its sole discretion, determines that its intervention is necessary or desirable to protect the System or the goodwill associated with the System, or if Franchisor, in its sole discretion, believes that Franchisee has failed to adequately address or resolve any customer complaints, Franchisor may, without Franchisee's consent, resolve any complaints and charge Franchisee an amount sufficient to cover Franchisor's reasonable costs and expenses in resolving the customer complaints, which amount Franchisee shall pay to Franchisor immediately on demand. Franchisor has the right to terminate this Agreement for violation of this Section.

Franchisee shall secure and maintain in force, in Franchisee's name, all required licenses, permits and certificates relating to the operation of the Franchisee's Business. Franchisee shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to environmental protection, occupational hazards and health, worker's compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales taxes. Franchisee shall, in all dealings with the customers, suppliers, Franchisor and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Proprietary Marks and other DSP Businesses. Franchisee and Franchisee's employees shall be required to adhere to all aspects of this Section. Failure to adhere to this section shall cause us to provide you notice of violations of our systems and procedures and which could, in turn, lead to a notice of termination of this Agreement.

Franchisee and Franchisee's owners agree to comply, and to assist Franchisor to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, Franchisee and Franchisee's owners certify, represent, and warrant that none of Franchisee's property or interests is subject to being blocked under, and that Franchisee and Franchisee's owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT ACT, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee or Franchisee's owners, or any blocking of Franchisee or Franchisee owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 17.2 below.

Section 13.9 Uniforms

If open to the public, Franchisee shall abide by any uniform or dress code requirements stated in the Manual or otherwise. Uniforms, or logoed apparel, if required, must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms or logoed apparel.

Franchisee and Franchisee's employees shall be required to wear any uniforms that we require in the best interests of the System. Failure to wear such designated uniforms shall cause us to provide you notice of violations of our systems and procedures and which could, in turn, lead to a notice of termination of this Agreement.

Section 13.10 Vending Machines

If open to the public, Franchisee shall not install or use at the Franchised Business any vending machines, amusement devices, jukeboxes, video machines or other similar devices without Franchisor's prior written approval.

Section 13.11 Credit Cards

Franchisee may, at its own expense, lease or purchase the necessary equipment and/or software and may have arrangements in place with Visa, MasterCard, American Express and such other credit, debit and gift card issuers as Franchisor may designate, from time to time, to enable the Franchised Business to accept such methods of payment from its customers, if applicable.

Section 13.12 Best Efforts

Franchisee shall use its best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's independent contractors, employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all services and products provided as part of the System. Best efforts shall include utilizing Franchisee's own marketing efforts or those of an approved vendor to supply at a minimum two (2) patients, per day, to your designated partner dentist.

Franchisee is encouraged to submit suggestions in writing to Franchisor for improving elements of the system, including products, services, equipment, service format, advertising and any other relevant matters, that Franchisor considers adopting or modifying standards, specifications and procedures for the system. Franchisee agrees that any suggestions made are Franchisor's exclusive property. Franchisor has no obligation to use any suggestions. If any suggestion is implemented by Franchisor, said suggestion will become part of the system and no compensation is owed to Franchisee. Franchisee may not use any suggestions inconsistent with Franchisee's obligations under this agreement without our written consent.

Section 13.13 Former Franchisees

Franchisee acknowledges that Former Franchisees are in a position to compete unfairly with us, Franchisee and/or other members of the System, and to cause great injury to the reputation of the System and/or the Proprietary Marks. Franchisee therefore agrees as follows:

i. Franchisee will not sell, loan, give or otherwise transfer or deliver to any Former Franchisee, or allow any Former Franchisee to copy or otherwise obtain, any confidential business information about the System; any advertising or promotional materials produced by the Marketing Fund or by us or which bear any of the Proprietary Marks; any other of our materials or publications, including, without limitation, the Manual; any directory or roster of franchisees or Approved Suppliers, any other customer lists or mailing lists pertaining in any way to the System; or any other information about the DSP Business or the System which is not available to the public;

ii. Franchisee will not refer prospective Customers to any Former Franchisee;

iii. Franchisee will not notify or advise any Former Franchisee of, or in any other way assist any Former Franchisee in learning about, the date, time and place of any meetings of franchisees;

iv. If Franchisee observes any Former Franchisee using any of the Proprietary Marks in any way, or utilizing business premises or motor vehicles from which the Proprietary Marks and/or distinctive color scheme have not been completely obliterated, Franchisee shall immediately report such observation to us, along with all details available to Franchisee;

v. Franchisee shall, in general, have no dealings with a Former Franchisee which Franchisee, under this Agreement, could not have with a person who has never been a DSP Franchisee; and

vi. The provisions of this Section 13.13 shall apply to Franchisee upon notice of the expiration or termination of another Franchisee's Franchise Agreement.

Section 13.14 Franchisees Employees

Franchisee will maintain a competent, conscientious staff and contract or employ the minimum number of individuals necessary to meet the anticipated volume of business and to achieve the goals of the system. Franchisee will take all steps necessary to ensure that Franchisee's contractors and employees meet the employment criteria, keep a neat appearance, and comply with any dress code Franchisor requires, and subject to the requirements of landlords, if applicable. Franchisee is solely responsible for the terms of its employees' employment and independent contractors' compensation and, except for training under this agreement, for the proper training of the employees in the operations of Franchisee's DSP business. Franchisee is solely responsible for all employment decisions and functions, including contracting, hiring, firing, establishing wage and hour requirements, disciplining, supervising and record keeping. Franchisee will not recruit or hire any employee of a DSP franchise operated by Franchisor or another Franchisee within the system without obtaining the employers written permission.

Section 13.15 Customer Lists

Unless Franchisee uses an approved vendor for Local Advertising services, Franchisee will present to customers any evaluation forms Franchisor requires and will participate and/or request its customers to participate in any marketing surveys performed by or for Franchisor. Regardless of who provides Franchisees Local Advertising services, Franchisee will maintain a current customer list containing each customer's name, address, telephone number and zip code and supply a copy of the list to Franchisor on a quarterly basis. Franchisee must participate in any process Franchisor develops to record all customer information. Franchisee retains ownership of Franchisees customer lists. Franchisor will not use Franchisees customer list for any profit or in any activity adverse to, or in competition with, Franchisee.

ARTICLE 14 - FRANCHISOR'S ADDITIONAL OPERATIONS ASSISTANCE

Section 14.1 General Advice and Guidance

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, newsletters, webinars and other methods with respect to planning, opening and operating the Franchised Business. After Initial training, as discussed in Section 8.1, Franchisor shall not charge for this service. Franchisee will be billed, at Franchisors option, for Special Assistance as defined in Section 8.5 for any Advice or Guidance needed or given directly to Franchisee's clients, contractors, general contracts or contractual entities. Franchisor retains the right to refuse this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor's advice or guidance to Franchisee relative to prices for products and services that, in Franchisor's judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating DSP™ Businesses and an analysis of costs and prices charged for competitive products and services. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Business; provided, however, that Franchisor shall have the sole right to determine the prices or fees to be charged for products sold through the DSP Internet site and provided by Franchisor or on its behalf, including products sold to persons identified as customers of the Franchised Business.

Section 14.2 Periodic Visits

Franchisor or Franchisor's representative may make periodic visits, which may be in person, electronic or telephonic, which may be announced or unannounced, to the Franchised Business for the purposes of observation, consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor and Franchisor's representatives who visit the Franchised Business may prepare, for the benefit of either or both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in

the operations of the Franchised Business. A copy of any such written report shall be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor, and within the time period required by Franchisor, with time being of the essence.

Section 14.3 System Improvements

Franchisor shall communicate improvements in the System to Franchisee as such improvements may be developed or acquired by Franchisor and implemented as part of the System.

Section 14.4 Marketing and Promotional Materials

Franchisor may periodically provide, through the Internet site www.DentalSupportPlus.com or other medium, advertising and promotional materials including ad-slicks, brochures, fliers, menus and other materials in a variety of forms and formats to Franchisee for use in the operation of the Franchised Business.

ARTICLE 15 - INSURANCE

Section 15.1 Types and Amounts of Coverage

If applicable and at its sole expense, Franchisee shall procure within sixty (60) days of the Effective Date, and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name Franchisor and Practice Enhancement Systems, LLC as additional insured's or loss payees and shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

i. if operating in a non-home based location, "all risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, hurricane, tornado, flood, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

ii. unless Franchisee has contracted with an Approved Supplier for their Local Advertising, workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and employer liability coverage with a minimum limit of ONE MILLION DOLLARS ($1,000,000.00) per occurrence with a TWO MILLION DOLLARS ($2,000,000.00) Workers Compensation aggregate or, if higher, the statutory minimum limit as required by state law;

iii. unless Franchisee has contracted with an Approved Supplier for their Local Advertising, comprehensive general liability insurance, including product liability coverage against claims for bodily and personal injury, advertising injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of ONE MILLION DOLLARS ($1,000,000.00) per occurrence with a TWO MILLION DOLLARS ($2,000,000.00) General aggregate or, if higher, the statutory minimum limit required by state law;

iv. business interruption insurance in amounts and with terms acceptable to Franchisor;

v. if operating in a non-home based location, automobile liability insurance for owned or hired vehicles, with a combined single limit of at least ONE MILLION DOLLARS ($1,000,000.00) or, if higher, the statutory minimum limit required by state law;

vi. such insurance as necessary to provide coverage under the contractual indemnity provisions set forth in Section 6.4 and 21.3;

vii. if operating in a non-home based location, ten thousand dollars ($10,000) each for Medical expenses and Employment practice liability;

viii. a general aggregate business liability with a minimum liability coverage of ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) in the aggregate or, if higher, the statutory minimum limit required by state law; and

ix. an umbrella policy which applies to Sections 6.4, 15.1 and 21.3 with a minimum liability coverage of ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) in the aggregate.

Section 15.2 Future Increases

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

Section 15.3 Carrier Standards

Such policies shall be written by an insurance company licensed in the State in which Franchisee operates and having at least an "A-" Rating Classification as indicated in the latest issue of A.M. Best's Key Rating Guide.

Insofar and to the extent that this Section may be effective without invalidating it or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the state where Franchisee's DSP business is located (even though an extra premium may result), both parties agree that, for any loss that is covered by insurance then being carried by them, their respective insurance companies have no right of subrogation against the other.

Section 15.4 Evidence of Coverage

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 6.4 and 21.3. Franchisee shall provide annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days prior written notice to Franchisor and shall reflect proof of payment of premiums.

Section 15.5 Failure to Maintain Coverage

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

ARTICLE 16 - DEFAULT AND TERMINATION

Section 16.1 Termination by Franchisee

If Franchisee is in compliance with this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee has the right to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee has the right to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

Section 16.2 Termination by Franchisor

Non-curable Defaults

Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

i. fails to pay the Initial Franchise Fee (or any balance thereof) at the time due or fails to commence the operation of the Franchised Business within the time provided in this Agreement;

ii. fails to select an approved site for or develop the Franchised Business pursuant to Section 2.2;

iii. fails to have its Designated Manager satisfactorily complete any training program pursuant to Section 8.3;

iv. made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

v. is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

vi. discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Manual or any other Confidential Information or the Marks;

vii. abandons, fails or refuses to actively operate the Franchised Business for twenty-one (21) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor), or, if first approved by Franchisor, fails to promptly relocate the Franchised Business following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable;

viii. surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

ix. fails to maintain the Franchised Business under the primary supervision of a Designated Manager during the one hundred eighty (180) days following the death or incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

x. submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that fail to report and/or understate by more than two percent (2%) any Royalty Fee, or Marketing Fund Contribution for any month or any other fees owed to Franchisor for any applicable accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

xi. is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if execution is levied against Franchisee's business or property; if lessor evicts Franchisee from the Approved Location; if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed;

xii. misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

xiii. fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, or Marketing Fund Contribution, amounts due for purchases from Franchisor and/or any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;

xiv. continues to violate any insurance law, internal revenue statute, ordinance or regulation, or operates the Franchised Business in a manner that presents a hazard to its customers, employees or the public;

xv. engages in any activity exclusively reserved to Franchisor;

xvi. negatively communicates or impacts the Franchise system to any current or prospective franchisee, outside of Franchisor sponsored forums;

xvii. fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

xviii. repeatedly breaches this Agreement and/or repeatedly fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Manual, whether or not previous breaches or failures are cured; or

xix. defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

Curable Defaults

Except as otherwise provided above in this Section 16.2, Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination and stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is affected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

i. within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor or Marketing Fund Contribution; or

ii. within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Manual or otherwise prescribed in writing.

If any default is not cured within the above time, if a curable default, or for any longer time as applicable law may require, an Event of Default has occurred by Franchisee, and all of Franchisee's rights under this Agreement terminate without additional notice to Franchisee, effective immediately. In addition to the Events of Defaults listed within this Section, an event of Default by Franchisee occurs if Franchisee fails to comply with any of the covenants or requirements imposed by this Agreement, as it may be revised or supplemented by the Manuals, where the authority has been given to the Manuals by this Agreement or the Franchise Disclosure Document, or to carry out this Agreement in good faith. Franchisee has the burden of proving that Franchisee properly and timely cured any Default, to the extent a cure is permitted under this Agreement.

Section 16.3 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

Section 16.4 Right of Franchisor to Discontinue Services to Franchisee

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to Section 16.2, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any services or products for which Franchisor or an Affiliate is an Approved Supplier to Franchisee or which Franchisee receives from an Approved Supplier who is not Franchisor, until such time as Franchisee corrects the breach.

Section 16.5 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by Franchisee regarding this particular franchise unit (or any person/company affiliated with Franchisee) under this Agreement may be regarded as a default under any other agreement between us (or any of our affiliates) and Franchisee (or any of Franchisee's affiliates). Any default by Franchisee (or any person/company affiliated with Franchisee) under any other agreement, specifically related to this particular franchise unit, including, but not limited to, any lease and/or sublease, between us (or any of our affiliates) and Franchisee (or any person/company affiliated with Franchisee), and any default by Franchisee (or any person/company affiliated with Franchisee) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement. Any default by Franchisee, specific to this particular franchise unit (or any person/company affiliated with Franchisee) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any of our affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and Franchisee (or any of Franchisee's affiliates). This provision specifically excludes a default regarding Franchise Unit #1 having a cross-defaulting effect on Franchise Unit #2, which is not in default based upon its own actions, which is owned by one or more of the same owners, members, partners, shareholders, or unit holders.

In each of the foregoing cases, Franchisor (and any of our affiliates) will have all remedies allowed by law, including termination of Franchisee's rights under the Franchise Agreement (and/or those of any person/company affiliated with Franchisee) and Franchisor's (and/or our affiliates') obligations under the Franchise Agreement. No right or remedy which Franchisor may have (including termination) is exclusive of any other right or remedy provided under law or equity. Franchisor is free to pursue any rights and/or remedies available.

ARTICLE 17 - RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION

Section 17.1 Actions to be Taken

Except as otherwise provided herein, upon termination and non-renewal or expiration, this Agreement and all rights granted herein to Franchisee shall terminate and Franchisee shall:

i. immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or Former Franchisee of Franchisor;

   a. Franchisee must remove immediately all identifying architectural superstructure and signage on or about the business bearing the name, or logos of DSP (or any name or logo similar to DSP), if located in a non-home based location, in the manner Franchisor specifies. All property belonging to Franchisor, will be held by Franchisee for delivery to Franchisor, at Franchisee's expense, upon request. Any signage that Franchisee is unable to remove within one business day of the termination of this agreement must be completely covered by Franchisee until the time of its removal. If Franchisee fails or refuses to comply with this obligation, Franchisor has the right to enter upon the premises, without being guilty of trespass or any other tort for the purpose of removing the signage and storing it in another location, at a reasonable expense (for signage not owned by Franchisor) payable by Franchisee on demand;

   b. until all modifications and alterations required by this section are completed, Franchisee must (i) maintain a conspicuous sign at the business in a form specified by Franchisor stating that Franchisee's business is no longer associated with the franchise system, if located in a non-home based location; and (ii) advise all customers or prospective customers telephoning Franchisee's business that the business is no longer associated with the franchise system;

   c. if Franchisee fails or refuses to comply with the requirements of this section, Franchisor has the right to enter upon the premises for the purpose of making or causing to be made all changes as may be required, at a reasonable expense (this expense Franchisee must pay upon demand) and at Franchisees sole risk and expense, without responsibility for any actual or consequential damages to Franchisees property or others, and without

liability for trespass or other tort or criminal act. Franchisee agrees that Franchisees failure to make these alterations will cause an irreparable injury to Franchisor;

ii. deliver to Franchisor, all information, including any contracts, e-mail transmissions, written memorandums, customer sheets, or any other written or electronic data regarding customer lists or marketing efforts;

iii. refrain from taking any action to reduce the goodwill of Franchisee's Customers or potential Customers, towards Franchisor, other Franchisees or any other aspect of the System;

iv. cease to use the Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

v. upon demand by Franchisor, if Franchisee is located in a non-home based location, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location to Franchisor. Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after Termination or expiration of this Agreement. Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due, with no liability for any previous months lease payments prior to Franchisor accepting the assignment or sublease;

vi. immediately take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any fictitious or assumed name or equivalent registration filed with state, city or county authorities which contains the name "DENTAL SUPPORT PLUS" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement;

vii. pay all sums owing, after the Effective Date of Termination or Expiration of this Agreement until the date that Franchisee completes all post-termination obligations required under this Agreement, to Franchisor, and any Affiliate, which may include, but not be limited to, all damages, costs and expenses, unpaid Royalty Fees, and Marketing Fund Contributions, or any other amounts due to Franchisor or any Affiliate within five (5) days after Termination or expiration of this Agreement;

viii. immediately return to Franchisor the Manual and all other Confidential Information including records, files, instructions, brochures, agreements, accounting reports, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

ix. assign all telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Franchised Business or Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to Franchisor, or their assign;

x. keep and maintain all business records pertaining to the business conducted at the Franchised Business for 3 years after the Effective Date of Termination or Expiration of this Agreement. During this period, Franchisee will permit Franchisor to inspect such business records as frequently as Franchisor deems necessary; and

xi. comply with all other applicable provisions of this Agreement.

Franchisee must notify Franchisor in advance if Franchisee desires to remain in possession of the business and operate a noncompetitive business. Franchisee must make all modifications or alterations to the business immediately upon termination of this agreement as necessary to distinguish the appearance of the business from that of other DSP Franchisees operating under the System. Franchisee will make all specific additional changes

to the Business as stated in section 17.1 (i) above. Franchisee agrees to refrain from taking any action to reduce the goodwill of Franchisee's customers or potential customers towards Franchisor, our Franchisees or any other aspect of the System.

Section 17.2 Post-Termination Covenant Not to Compete

Franchisee acknowledges the restrictive covenants contained in this Section and in Section 17.1 are fair and reasonable and will not impose any undue hardship on Franchisee or any Covered Person, since Franchisee and Covered Person has other considerable skills, experience, and education which afford Franchisee and Covered Person the opportunity to derive income from other endeavors, and are justifiably required for purposes including, but not limited to, the following:

i. protecting the Trade Secrets and other Confidential Information of Franchisor;

ii. inducing Franchisor to grant a Franchise to Franchisee; and

iii. inducing Franchisor to incur costs in training Franchisee and its officers, directors, executives, managers and Designated Managers.

Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any Covered Person shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

i. own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within a fifty (50) mile radius of the Approved Location or within the Protected Territory (whichever is greater), and (b) within a fifty (50) mile radius of the location of any other DSP™ Business in existence at the time of termination or expiration; or

ii. solicit or otherwise attempt to induce or influence any customer, employee or other business associate of Franchisor, its Affiliate(s) or any other franchisee to terminate or modify his, her or its business relationship with Franchisor, its Affiliate(s) or any other franchisee, by direct or indirect inducement or otherwise.

In furtherance of this Section, Franchisor has the right to require officers, managers, and partners along with certain individuals and any Covered Person to execute a standard form non-disclosure or non-competition agreements in a form the same as the NON-DISCLOSURE AND NON-COMPETITION AGREEMENT attached as Exhibit 2.

Section 17.3 Unfair Competition

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Article 10 or 13. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location, without the threat of committing a tort or trespass, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay immediately upon demand.

Section 17.4 Franchisor's Option to Purchase Certain Business Assets

Franchisor has the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including leasehold improvements, equipment, supplies and other inventory.

If Franchisor or Franchisor's Assignee exercises the option to purchase, pending the closing of the purchase, Franchisor has the right to appoint a manager to maintain the operation of the DSP business. Alternatively, Franchisor may require Franchisee to close the DSP business during this time, without removing any assets. Franchisee will maintain in force all insurance policies required in this agreement until the date of closing. Franchisor agrees to use reasonable efforts to affect the termination of the existing lease for the location and enter into a new lease on reasonable terms with the landlord. If Franchisor is unable to enter into a new lease and Franchisees rights under the existing lease are assigned to Franchisor where Franchisor subleases the location from Franchisee, Franchisor indemnifies Franchisee from any ongoing liability under the lease occurring after the date Franchisor assumes possession of the business.

The purchase price shall be equal to the assets' book value, excluding any goodwill or fair market value, whichever is less, and shall abide by the following:

i. if Franchisor and Franchisee are unable to agree on the fair market value of the Assets within 30 days after Franchisee's receipt of Franchisor's notice of its intent to exercise its option to purchase the Assets, the fair market value shall be determined by two professionally certified appraisers, Franchisee selecting one and Franchisor selecting one. If the valuations set by the two appraisers differ by more than 10% of the higher amount, the two appraisers shall select a third professionally certified appraiser who also shall appraise the fair market value of the Assets. The average value set by the appraisers (whether two or three appraisers as the case may be) shall be conclusive and shall be the Purchase Price. If, within a reasonable time, Franchisee fails to select a professionally certified appraiser, or the appraiser selected by Franchisee fails to set a value, or the two appraisers do not agree on a third appraiser when such an appraiser is required, then in any of those events the value set by the appraiser selected by Franchisor shall be conclusive;

ii. the appraisers shall be given full access to the Franchise Business and Franchisee's books and records during customary business hours to conduct the appraisal, and shall value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in accordance with the standards of this Section 17.4. The fees and costs of the appraiser or appraisers shall be borne equally by Franchisor and Franchisee on a 50/50 valuation;

iii. within 3 days after the Purchase Price has been determined, Franchisor may exercise its option to purchase the Assets by so notifying Franchisee. The Purchase Price shall be paid in cash or cash equivalents at the closing of the purchase ("Closing"), which shall take place no later than 60 days after Franchisor's receipt of the valuations set by the appraisers. At the Closing, Franchisee shall deliver instruments transferring to Franchisor or its assignee: (1) good and merchantable title to the Assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor or its assignee), with all sales and other transfer taxes paid by Franchisee; (2) all licenses and permits for the Franchised Business that may be assigned or transferred, with appropriate consents if required; and (3) the lease or sublease for the Franchise Business, with appropriate consents if required. If Franchisee cannot deliver clear title to all of the purchased Assets as indicated in this Section, or if there are other unresolved issues, the Closing shall be accomplished through an escrow;

iv. prior to Closing, Franchisee and Franchisor shall comply with all applicable legal requirements, including the bulk sales provisions, if applicable, of the Uniform Commercial Code of the state in which the franchised business is located and the bulk sales provisions, if applicable, of any applicable tax laws and regulations. Franchisee shall, prior to or simultaneously with the Closing, pay all tax liabilities incurred in connection with the operation of the Franchise Business prior to Closing. Franchisor shall have the right to set off against and reduce the Purchase Price by any and all amounts owed by Franchisee to Franchisor and its affiliates, and the amount of any encumbrances or liens against the Assets or any obligations assumed by Franchisor; and

v. if Franchisor or its assignee exercises the option to purchase, then Franchisee shall maintain in force all insurance policies required under this Agreement until the Closing. If the Franchise Business is leased, Franchisor agrees to use reasonable efforts to effect a termination of the existing lease for the Franchise Business. If the lease for the Franchise Business is assigned to Franchisor or if Franchisor subleases the Franchise Business from Franchisee, Franchisor shall indemnify and hold Franchisee harmless from any ongoing liability under the lease from the date Franchisor assumes possession of the Franchise Business. If Franchisee owns the Franchise Business location, Franchisor, at its option, will either purchase the fee simple interest or, upon purchase of the other Assets, enter into a standard lease with Franchisee on terms comparable to those for which similar commercial properties in the area are then being leased. The initial term of this lease with Franchisee shall be at least 10 years and the rent shall be the fair market rental value of the Franchised Location. If Franchisee and Franchisor cannot agree on the fair market rental value of any Franchised Location, then the rental value shall be determined by an appraiser or appraisers selected and paid in the manner described in Sections 17.4 (i) and (ii).

Section 17.5 Survival of Certain Provisions

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect until they are satisfied in full or by their nature expire.

Section 17.6 Existence of Claim

Franchisee expressly agrees that the existence of any claim that Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Article 17.

Section 17.7 Injunction

Franchisee acknowledges that any threatened or actual failure to comply with the requirements of this Article 17 would cause Franchisor to suffer immediate and irreparable injury for which no adequate remedy at law may be available, and Franchisee hereby accordingly consents to the *ex parte* entry of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Article 17. Franchisor may further avail itself of any other legal or equitable rights and remedies which it may have under this Agreement, statute, common law or otherwise.

Section 17.8 Franchisor is Attorney In Fact

Franchisor may, if Franchisee fails or refuses to do so, execute in Franchisee's name and on Franchisee's behalf any and all documents necessary to: cause discontinuation of Franchisee's use of the name, Dental Support Plus, "DSP" or any other related or similar name or use thereunder; cancellations of services related to the Franchised Business; the execution of an assignment or sublease of the Approved Location; and Franchisor is hereby irrevocably appointed by Franchisee as Franchisee's Attorney-In-Fact to do so.

Section 17.9 Liquidated Damages

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from continuing Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term.

Therefore, upon termination of this Agreement according to its terms and conditions resulting from a breach by Franchisee, Franchisee agrees to pay to Franchisor within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees Franchisee paid to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in this Agreement had it not been terminated, whichever is less, or until the Protected Territory, as defined under Section 2.5 is granted to a third party, without the necessity of holding a full trial, and without the necessity of posting security or bond.

The liquidated damages provision only covers our damages from the loss of cash flow from the continuing Royalty Fees. It does not cover any other damages, including damages to Franchisor's reputation with the public and damages arising from a violation of any provision of this Agreement other than the continuing Royalty Fee section. Franchisee and each of Franchisee's owners agree that this liquidated damages provision does not give Franchisor an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the continuing Royalty Fee section.

ARTICLE 18 - TRANSFERABILITY OF INTEREST

Section 18.1 Transfer by Franchisor

This Agreement and all rights and duties herein are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor herein and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

Section 18.2 Transfer by Franchisee to a Third Party

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's (or its owners') personal or collective skills and financial ability. Accordingly, except for percentage of ownership transfers *inter se*, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Business, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor, such approval will not unreasonably be withheld. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements, which shall not be unreasonably withheld, conditioned or delayed, other than the completion of the below items:

i. Franchisee has complied with the requirements set forth in Article 19;

ii. all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

iii. Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as the General Release attached as Exhibit 1; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

iv. the prospective Transferee has satisfied to Franchisor's satisfaction that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require, to operate a franchised business;

v. the Transferee and, if Franchisor requires, all persons owning any interest in the Transferee, have executed the then-current Franchise Agreement with all Exhibits for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Marketing Fund Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement. However, the fees shall not be more than the current fees being paid by transferor;

vi. the Transferee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, but also including in the general release terms releasing, any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, legal representatives, attorneys, agents, owners and employees, in their corporate and

individual capacities, with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the Transferee by Franchisee; provided, however, that if a general release is prohibited, Transferee shall give the maximum release allowed by law;

vii. Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective Transferee relating to the intended sale or transfer of the Franchise;

viii. Franchisee, or the Transferee, has paid to Franchisor a transfer fee in the amount of Five Thousand Dollars ($5,000.00), plus CPI as published on the date of transfer for the first franchise unit transferred, plus One Thousand Dollars ($1,000.00), plus CPI as published on the date of transfer for each additional franchise unit transferred to the same Transferee. The CPI shall be per the United States Department of Labor, Bureau of Labor Statistics;

ix. the Transferee, or all holders of a legal or beneficial interest in the Transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of the term;

x. Franchisee has agreed to be bound by the obligations of the new franchise agreement, any existing Franchise contracts and to guarantee the full performance thereof by the Transferee, if required by Franchisor;

xi. the Transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Location) and all applicable Federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

xii. Franchisee, and in the event Franchisee is an entity all of the holders of a legal and beneficial interest in Franchisee, have executed and delivered to Franchisor a Non-Disclosure and Non-Competition Agreement in a form satisfactory to Franchisor and in a substance the same as the Non-Disclosure and Non-Competition covenants contained in Articles 7 and 17 and attached as Exhibit 2;

xiii. Acknowledgement by the Franchisee and the Transferee that the Franchisor was not privy to negotiations between the Assignor and the Assignee; and

xiv. the Transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Article 8 prior to assuming the management of the day-to-day operation of the Franchised Business.

Transferee shall receive the franchised businesses Protected Territory as described in Section 2.5 in its entirety with all rights to exclusivity and scope given in the original Franchise Agreement prior to the transfer to Transferee.

Section 18.3 Transfer to a Controlled Entity

If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

i. the Controlled Entity is newly organized and its charter provides that its activities are confined exclusively to the operation of the Franchised Business;

ii. Franchisee, or all holders of a legal or beneficial interest in Franchisee, own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

iii. all obligations of Franchisee to Franchisor, or any Affiliate, are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2;

iv. the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

v. all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor, jointly and severally, guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

vi. each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

vii. copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors and stockholders, managing members and members and general partners and limited partners, as applicable, authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the Transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

Section 18.4 Franchisor's Disclosure to Transferee

Franchisor has the right but not the obligation, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended Transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended Transferee identified by Franchisee.

Section 18.5 For-Sale Advertising

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted herein. Franchisor will not withhold consent for "For-Sale Advertising" unreasonably upon written notice by Franchisee.

Section 18.6 Transfer by Death or Incapacity

Upon the death or incapacity (as determined by a court of competent jurisdiction) of any individual franchisee or any holder of a legal or beneficial interest in Franchisee, the appropriate representative of such person (whether administrator, personal representative or trustee) will, within a reasonable time not exceeding twenty four (24) months following such event, transfer such individual's interest in the Franchised Business or any holder's legal or beneficial interest in Franchisee to a third party approved by Franchisor or Franchisor shall have the right to terminate this Agreement. Such transfers, including transfers by will or inheritance shall be subject to

the conditions for assignments and transfers contained in this Agreement unless prohibited by the choice of law provision of the state where Franchisee resided, with such choice of law provision being applicable only for this Section 18. During such twenty four (24) month period, the Franchised Business must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications.

Following the death or incapacity of an owner of the Franchised Business, if necessary in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Manual from time to time, currently equal to one five hundred dollars ($500) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

Section 18.7 Transfer upon Divorce or Partnership Dissolution

If this Agreement is in the name of two persons who are husband and wife or two or more persons who are partners as Franchisees, this section describes the policies to be applied upon divorce or dissolution of the partnership. During the period when a divorce or partnership dissolution action is pending, you must adopt one of the following methods of operation:

a. if one of the parties is willing to relinquish his or her right and interest in the franchise, thereby leaving his or her spouse or partner(s) to carry on the franchise unit, he or she may do so by assigning the interest to his or her spouse or to his or her partner(s) provided the remaining spouse or partner(s) has successfully completed basic management training;

b. if the parties to a divorce or dissolution action agree that, despite their difficulties, they can continue to operate the franchised business jointly on a "business-as-usual" basis during the proceeding, they may do so; or

c. if the parties in a divorce action or in partnership dissolution are not agreeable to operate under alternatives (a) or (b) then they must make arrangements to have their franchise business operated by a third party manager until the divorce or dissolution may be completed. The new manager must be approved by Franchisor and have satisfactorily completed basic management training; and

d. divorcing parties may, after final order or judgment, continue to operate their franchise business in the form of a partnership or other business entity even though they are no longer husband-and-wife. In such case, however, they must enter a formal agreement which defines the respective rights and obligations, file a signed copy with Franchisor, assign this agreement to the new entity, and comply with all other requirements for establishing the franchise business as a partnership or other business entity.

ARTICLE 19 - RIGHT OF FIRST REFUSAL

Section 19.1 Submission of Offer

If Franchisee, or any of its owners, proposes to sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted herein, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal from a responsible and fully disclosed person or entity, as applicable, along with all pertinent documents including any contract or due diligence materials, to Franchisor. The offer must apply only to the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

Section 19.2 Franchisor's Right to Purchase

Franchisor shall, for twenty-one (21) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed

at least equal to the credit of any such above-referenced disclosed person or entity, as applicable. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal.

Section 19.3 Non-Exercise of Right of First Refusal

If Franchisor does not exercise this Right of First Refusal within twenty-one (21) days, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale, assignment, conveyance, gift, pledge, mortgage, sublicense or otherwise transfer fail to close within one hundred twenty (120) days after the offer is delivered to Franchisor, Franchisor's Right of First Refusal shall renew and be implemented in accordance with this Article 19.

ARTICLE 20 - BENEFICIAL OWNERS OF FRANCHISEE

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 as Holders of a Legal or Beneficial Interest are the sole holders of a legal or beneficial interest (in the stated proportions) of Franchisee, and further that:

i. Representations. If Franchisee is a corporation, a limited liability company or a partnership, Franchisee makes the following representations and warranties: (1) it is duly organized and validly existing under the laws of the state of its formation; (2) it is qualified to do business in the state(s) in which the Territory is located; (3) execution of this Agreement and the development and operation of the Business are permitted by its governing documents; and (4) Franchisee's Articles of Incorporation, Articles of Organization or written partnership agreement shall at all times provide that the activities of Franchisee are limited exclusively to the development and operation of the Franchise Business and such other Franchise Businesses (if any) as Franchisor may authorize Franchisee to develop and operate;

ii. Governing Documents. If Franchisee is a corporation, Franchisee represents and warrants that copies of Franchisee's Articles of Incorporation, bylaws, other governing documents and any amendments, including the resolution of the Board of Directors authorizing entry into and performance of this Agreement, have been furnished to Franchisor. If Franchisee is a limited liability company, Franchisee represents and warrants that copies of Franchisee's Articles of Organization, other governing documents and any amendments, including the resolution of the Members or Managers authorizing entry into and performance of this Agreement, have been furnished to Franchisor. If Franchisee is a partnership, Franchisee represents and warrants that copies of Franchisee's written partnership agreement, other governing documents and any amendments, have been furnished to Franchisor, in addition to evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if that approval or consent is required by Franchisee's written partnership agreement. When any of these governing documents are modified or changed, Franchisee shall provide copies to Franchisor promptly;

iii. Ownership Interests. If Franchisee is a corporation, a limited liability company or a partnership, Franchisee represents and warrants that all interests in Franchisee are owned as set forth in attached Exhibit 4. In addition, if Franchisee is a corporation, Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities of the corporation (and the number of shares owned by each). If Franchisee is a limited liability company, Franchisee shall maintain a current list of all members (and the percentage membership interest of each member). If Franchisee is a partnership, Franchisee shall maintain a current list of all owners of an interest in the partnership (and the percentage ownership of each owner). Franchisee shall comply with Section 22 prior to any change in ownership interests and shall execute and deliver to Franchisor addenda to Exhibit 4 as changes occur in order to ensure the information contained in Exhibit 4 is true, accurate and complete at all times.

ARTICLE 21 - RELATIONSHIP AND INDEMNIFICATION

Section 21.1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venture, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone.

Section 21.2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action Franchisee shall do so. If Franchisee fails to do so, it shall be considered an act of Default.

Section 21.3 Indemnification

Franchisee shall hold harmless and indemnify Indemnitees from and against all losses and expenses (as defined herein) incurred in connection with any action, suit, demand, claim, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon any of the following, Franchisee's: (a) ownership or operation of the Franchised Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or ruling, standard, or directive or of any industry standard; (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); (d) libel, slander or any other form of defamation by Franchisee including defamation of Franchisor or the System; (e) acts, errors or omissions committed or incurred in connection with the Franchised Business, including any negligent or intentional acts or omissions by Franchisee or any of Franchisee's agents, servants, employees, contractors, partners, proprietors, affiliates, or in any manner in connection with the Franchised Business; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Confidential Information; (g) the inaccuracy, lack of authenticity, or non-disclosure of any information by Franchisee; (h) any unapproved service provided by Franchisee at, from, or related to the operation at the Approved Location; (i) or any services provided by any affiliated or non-affiliated participating entity.

For the purpose of this Section, the term "losses and expenses" shall be deemed to include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorneys' fees, experts' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, costs of or resulting from franchisees duties in the preparation of the purchase order regarding franchisees taking accurate measurements and representing the customer's desire for both color and type of fabric, financing, costs of advertising material and media time/space, and costs of changing, substituting, or replacing same, and any and all expenses of recall, refunds, compensation, public notices, and other such amounts incurred in connection with the matters described. Franchisee agrees to give us notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. The foregoing indemnification shall not apply to losses or expenses arising from our gross negligence or willful acts.

At Franchisee expense and risk, we may elect to assume (but under no circumstance are obligated to undertake) the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation, provided that we will seek Franchisee advice and counsel and shall keep Franchisee informed with

regard to any such proposed or contemplated settlement(s). Such an undertaking by us shall in no manner or form diminish Franchisee obligation to indemnify us and to hold us harmless.

All losses and expenses incurred under this Section 21.3 shall be chargeable to and paid by Franchisee pursuant to Franchisee's obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity or defense.

Franchisor Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of those with whom Franchisee may contract, regardless of the purpose. Franchisee shall hold harmless and indemnify Franchisor Indemnitees for all losses and expenses which may arise out of any acts, errors, or omissions of these third parties.

Under no circumstances shall Franchisor Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Franchisee. Franchisee agrees that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Franchisor Indemnitees from Franchisee.

Franchisor's right to indemnity shall exist notwithstanding the fact that joint or several liability may be imposed upon Franchisor by statute, ordinance, regulation or judicial or arbitral decision.

Section 21.4 Right to Retain Counsel

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or preceding that may give rise to a claim for indemnification by a Franchisor Indemnitee. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section causes any of Franchisee's insurers to refuse to pay a third party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

ARTICLE 22 - GENERAL CONDITIONS AND PROVISIONS

Section 22.1 No Waiver

No failure of Franchisor to exercise any power reserved to it herein, or to insist upon strict compliance by Franchisee with any obligation or condition herein, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect or impair Franchisor's right with respect to any subsequent default of the same or a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

Section 22.2 Injunctive Relief and Specific Performance

A breach by Franchisee of any of the restrictions or obligations contained in Articles 6, 7 and/or 17 would result in irreparable injury to Franchisor as the damages arising out of any such breach would be difficult to ascertain. Therefore, Franchisor, in its sole discretion, shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, and/or specific performance with respect to such breach without the necessity of posting security or bond, or having an evidentiary hearing, even if required by statute in the Franchisees jurisdiction, provided that an original notarized copy of this Agreement is provided to a Court of competent jurisdiction.

Further a breach of this Agreement pursuant to Section 16.2, will result in irreparable injury to Franchisor as the damages arising out of any such breach would be difficult to ascertain, such a breach will entitle Franchisor Liquidated Damages equal to the average monthly Royalty Fees Franchisee paid to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in this Agreement had it not been terminated, whichever is less, or until the Protected Territory, as defined under Section 2.5 is granted to a third party, without the necessity of holding a full trial, even if required by statute in the Franchisees jurisdiction, provided that an original notarized copy of this Agreement is provided to a Court of competent jurisdiction.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from continuing Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages. The liquidated damages provision only covers our damages from the loss of cash flow from the continuing Royalty Fees. Franchisor retains all other remedies available to it in equity or at law.

Section 22.3 Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director, manager or partner of the recipient party); (b) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; (c) five (5) business days after being sent by Registered Mail, return receipt requested, (d) three (3) business days after being sent via International Airmail, or (e) on the date the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, if mailed. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments and reports required by this Agreement shall be sent to Franchisee at the address set forth in the introductory paragraph of this Agreement and to Franchisor at the following addresses:

Dental Support Plus Franchise, LLC
Attn: Kent Maerki, President
8149 North 87th Street, Suite 137
Scottsdale, AZ 85258

With a copy to:
Lynne D. Shelton, Esquire
Shelton & Power, Franchise Attorneys At Law
202 Walton Way, Ste 192
Cedar Park, Texas 78613

Section 22.4 Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Guaranty and Assumption of Obligations attached as Exhibit 3.

Section 22.5 Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for its approval and, except as otherwise specifically provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

Section 22.6 Entire Agreement

This Agreement, the Manual and the Exhibits attached hereto and thus made a part hereof and any other documents referred to herein shall be construed together and constitute the entire, full and complete agreement

between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties. Nothing in this Agreement or any related agreement is intended to disclaim the representations Franchisor has made in the Franchise Disclosure Document.

Section 22.7 Severability and Modification

Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any Section, paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, Sections, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid Sections, paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement. If any term of this agreement may be construed in two or more ways, one that would render the term invalid or otherwise voidable or unenforceable and another that would render the term valid and enforceable, that term has the meaning that renders it valid and enforceable.

Notwithstanding the above, each of the covenants contained in Articles 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Confidential Information or on competition to the maximum extent provided or permitted by law.

Section 22.8 Construction

All captions herein or in the Exhibits attached hereto and thus made a part hereof, are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof or thereof. Should any provision of this Agreement require interpretation or construction, it is agreed by Franchisor and Franchisee the court, administrative body, mediation panel, sole mediator or other person or entity interpreting or construing this Agreement shall not apply a presumption the provisions hereof shall be more strictly construed against Franchisor by reason of the rule of construction that a document is to be construed more strictly against the person or entity who, or through its agent, prepared same.

Section 22.9 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies to Franchisor or Approved Suppliers, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

Section 22.10 Timing

Time is of the essence. Except as set forth in Section 22.9, failure to perform any act within the time required or permitted by this Agreement, shall be a material breach of this Agreement.

Section 22.11 Withholding Payments

Franchisee shall not, for any reason, withhold payment of any Royalty Fees, Marketing Fund Contributions or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. Notwithstanding anything in this Agreement to the contrary, no endorsement or statement on any payment (or on any document accompanying said payment) for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction. Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against

any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

Section 22.12 Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

Section 22.13 Third-Party Beneficiaries

The parties agree that all other Franchisees are third-party beneficiaries to the terms of this agreement and have the right to separately enforce the Franchisees covenants, if the Franchisor is unwilling or unable to enforce the Franchisee covenants.

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

Section 22.14 Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

Section 22.15 Survival of Terms

Each provision of Articles 17, 21, 22, 24, and those provisions hereinabove provided relating to covenants against post-termination/expiration use of the Proprietary Marks, Know-How and Copyrights will be deemed to be self-executing and continue in full force and effect subsequent to and notwithstanding the expiration, termination, setting aside, cancellation, rescission, unenforceability or otherwise of this Agreement (or any part of it) for any reason, will survive and will govern any claim for rescission or otherwise. Each provision of this Agreement will be construed as independent of, and severable from, every other provision; provided that if any part of this Agreement is deemed unlawful in any way, the parties agree that such provision will be deemed interpreted and/or modified to the minimum extent necessary to make such provision lawful or, if such construction is not permitted or available, the remainder of this Agreement will continue in full force and effect. Each party reserves the right to challenge any law, rule or judicial or other construction which would have the effect of varying or rendering ineffective any provision of this Agreement.

ARTICLE 23 - DISPUTE RESOLUTION

Section 23.1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law, as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

Section 23.2 Consent to Jurisdiction

Claims for injunctive relief or specific performance, or otherwise may be brought by Franchisor (i) where Franchisee resides or does business, (ii) where the Franchised Business is, or was located or (iii) where the claim arose; and Franchisee hereby waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

Franchisee shall file any suit against Franchisor only in Maricopa County, Arizona, in the federal or state court having jurisdiction; and Franchisor hereby waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

Section 23.3 Rights and Remedies

Remedies are cumulative. No remedy in this Agreement for any party is intended to be exclusive of any other remedy. Each remedy is cumulative and is in addition to every other remedy given under this Agreement, now or later existing, at law, in equity, by statute or otherwise. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief or specific performance against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions. Franchisee's rights and remedies regarding Franchisor's breach of this Agreement are as set forth in this Agreement.

Section 23.4 Limitations of Claims

Except for claims by Franchisor for payments owed by Franchisee under this Agreement, any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an action relating to the ownership of any of Franchisor's Marks, or for injunctive relief, specific performance or mediation, as set forth in this Agreement, is commenced within one (1) year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

Section 23.5 Limitation of Damages

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other, other than those stated within this Agreement. Franchisee waives and disclaims any right or claim to consequential damages against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's damages shall not exceed an amount greater than Franchisee's Franchise Fee and Royalty Fee payments.

Franchisee acknowledges that if any claim or action is begun for the enforcement of this Agreement or for any alleged dispute, breach, default or misrepresentation under any term of this Agreement, the prevailing party is entitled to recover reasonable pre-institution and post-institution attorneys fees, court costs and all expenses even if not taxable as court costs (including all fees and expenses incident to mediation, appellate, bankruptcy and post judgment proceedings), incurred in the action or proceeding in addition to any other relief that the party is entitled. Attorney's fees include paralegals fees, administrative costs, investigated costs, cost of expert witnesses, court reporter fees, sales and use taxes, if any, and all other charges billed by the attorneys to the prevailing party. The non-prevailing party must reimburse the prevailing party on demand for all of the above listed expenses the prevailing party incurs.

Section 23.6 Waiver of Jury Trial

FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION WHATSOEVER, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM, INCLUDING BUT NOT LIMITED TO, RELATING TO THE OWNERSHIP OF ANY OF FRANCHISOR'S MARKS OR THE UNAUTHORIZED USE OR DISCLOSURE OF FRANCHISOR'S TRADE SECRETS OR CONFIDENTIAL INFORMATION OR FOR INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE.

Section 23.7 Mediation

Except for actions or claims for injunctive relief or specific performance or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, all claims, disputes and other matters in question between Franchisor and Franchisee arising out of or relating to this Agreement, the business relationship or any other agreement, including whether this Mediation clause is binding upon the parties, shall be resolved by non-binding mediation before the Center for Public Resources -- National Franchise Mediation Program, FAM, or another mutually agreeable mediator. Notwithstanding the above, the following shall not be subject to mediation:

(i) disputes and controversies arising from the Sherman Act, the Clayton Act or any other Federal or state antitrust law;

(ii) disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of any Confidential Information, the Proprietary Marks or any other trademarks;

(iii) disputes and controversies relating to actions to obtain possession of the premises of the Business under lease or sublease.

Both parties will sign a confidentiality agreement reasonably satisfactory to Franchisor. Upon submission, the obligation to attend mediation in the county and state designated by Franchisor (currently Maricopa County, Arizona) is binding on both parties. Each party will bear his, her or its own costs for the mediation, except the mediation fee and the fee for the mediator will be split equally.

To initiate mediation, either Franchisor or Franchisee shall appoint one mediator and after appointment of the mediator, shall notify in writing the other of such appointment and the name of and the contact information for the mediator within three (3) business days after selection of said mediator. The mediation shall be conducted in Maricopa County, Arizona as directed by the sole mediator. If an agreement is reached between the parties, then the signed award of the mediator shall be final and binding upon Franchisor and Franchisee and any other party to the mediation. Judgment may be entered upon the award of the mediator in any court having competent jurisdiction.

Franchisee acknowledges it has read the terms of this non-binding mediation provision and affirms each provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

Section 23.8 Withholding Consent

In no event will Franchisee make any claim, whether directly, by way of setoff, counter-claim, defense or otherwise, for money damages or otherwise, by reason of any withholding or delaying of any consent or approval by us. Franchisee's sole remedy for any such claim is to submit it to non-binding mediation as described in this Article 23.

ARTICLE 24 - ACKNOWLEDGMENTS

Section 24.1 Receipt of this Agreement and the Franchise Disclosure Document

Franchisee represents and acknowledges it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document, along with any applicable state addendums and Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges it has received an exact copy of this Agreement and its Exhibits fully filled in, except for signatures, prior to the date on which this Agreement was executed. Franchisee further represents and acknowledges it has received, at least fourteen (14) calendar days prior to the date on which this Agreement was executed, the disclosure document required by the 2007 Amendment to the Federal Trade Commission Rule entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

Franchisee understands that Franchisor is relying on Franchisee to bring forward, in writing, at this time any matters inconsistent with any of the matters set forth in this Article 24, or otherwise, so that Franchisor can correct any misunderstandings. Franchisee agrees that if any of the statements or matters set forth in this Article 24 or otherwise are not true, correct and complete, Franchisee will make a written statement regarding such next to Franchisee's signature below so that Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.

Franchisee acknowledges and agrees that in all of Franchisee's dealings with Franchisor, Franchisor's officers, directors, employees, and agents acted only in a representative capacity and not in an individual capacity. Franchisee further acknowledges that this Agreement, and all business dealings between Franchisee and such

individuals as a result of this Agreement, are solely between Franchisee and Franchisor. Franchisee further represents to Franchisor, as an inducement to Franchisor's entry into this Agreement, that Franchisee has made no misrepresentations in obtaining the Franchised Business.

Section 24.2 Consultation by Franchisee

Franchisee represents it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents it has either consulted with such advisors or has deliberately declined to do so.

Section 24.3 True and Accurate Information

If the Franchisee is a Corporation, Limited Liability Company or a general or limited partnership, Franchisee warrants and represents that Franchisee is duly organized, validly existing and in good standing under the laws of the state of organizations, and that Franchisee has the power to sign deliver and carry out this Agreement. The undersigned has taken all necessary action for proper authorization and will supply a true and accurate copy of that authorization with the Franchise Agreement. Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

Franchisee agrees that, under federal and state franchise laws and other applicable laws, Franchisor may be required to disclosure name, home address and telephone number and franchisee agrees to the disclosure of your name, home address and telephone number. Franchisee must notify Franchisor of any change in Franchisee's name, home address and telephone number within 10 days of the change. Franchisee releases Franchisor and its officers, directors, stockholders, agents and legal successors and assigns from all causes of action, suits, debts, covenants, agreements, damages, judgments, claims and demands, in law or in equity, or Franchisee ever had, now have, or that Franchisee later may have, from Franchisor's disclosure of your name, home address and telephone number.

Section 24.4 Risk

Franchisee represents it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in an DSP™ Business involves business risks and the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby. In addition, Franchisor makes no warranty as to Franchisees ability to operate the DSP business in the jurisdiction where Franchisee's DSP franchise is to be operated. Franchisee specifically recognizes the fact that Franchisor's Franchise Agreement contains the clause that will terminate this Franchise Agreement if Franchisee breaches any of the Exhibits to the Franchise Agreement or any Agreement with Franchisor's Affiliates or approved Suppliers, which carries additional Risk to Franchisee. If legislation enacted by, or regulation of, any governmental body prevents Franchisee from operating a DSP Business, the Franchisor is not liable for damages, nor required to indemnify Franchisee or to return any monies received from Franchisee. It is Franchisee's obligation to seek or obtain advice of counsel specifically on these issues.

Section 24.5 No Guarantee of Success

Franchisee represents and acknowledges it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges there have been no representations by Franchisor's directors, managers, members, employees, attorneys or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

Section 24.6 No Violation of Other Agreements

Franchisee represents its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

Section 24.7 Independent Obligations

Each obligation or other provision contained in this Agreement shall be deemed and construed as a separate and independent covenant, condition and obligation of the party bound by, undertaking or making the same, and not dependent on any other provisions of this Agreement, unless expressly so provided. If any party has breached any obligation or other provision contained in this Agreement in any respect, the fact there exists another obligation or provision relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact the party is in breach of the first obligation or other provision contained in this Agreement.

Section 24.8 Gender

Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

Section 24.9 Duty of Good Faith and Fair Dealing

This Agreement imposes upon both parties a Duty of Good Faith and Fair Dealing in performance of this Agreement. "Good Faith and Fair Dealing" means honesty in fact and the observance of reasonable standards of fair dealing in the DSP industry.

Section 24.10 Franchisor's Business Judgment

The parties recognize, and any mediator or judge is affirmatively advised that certain provisions of this Agreement describes the right of Franchisor to take (or refrain from taking) certain actions in its sole discretion, and other actions in the exercise of its reasonable business judgment. Where this Agreement expressly requires that Franchisor make a decision based upon Franchisor's reasonable business judgment, Franchisor is required to evaluate the overall best interests of all Dental Support Plus Businesses and Franchisor's own business interests. If Franchisor makes a decision based upon it's a reasonable business judgment, neither a mediator nor a judge shall substitute his or her judgment for the judgment so exercised by Franchisor. The fact that a mediator or judge might reach a different decision than the one made by Franchisor is not a basis for finding that Franchisor made its decision without the exercise of reasonable business judgment. Franchisor's duty to exercise reasonable business judgment in making certain decisions does not restrict or limit Franchisor's right under this Agreement to make other decisions based entirely on Franchisor's sole discretion as permitted by this Agreement. Franchisor sole discretion means that Franchisor may consider any set of facts or circumstances that it deems relevant in rendering a decision.

[THIS AREA IS INTENTIONALLY LEFT BLANK]

Even though this Agreement contains provisions requiring Franchisee to operate the Business and the Franchised Business in compliance with the System: (1) Franchisor does not have authority to control the day-to-day conduct and operation of Franchisee's business or employment decisions; and (2) Franchisee and Franchisor do not intend for Franchisor to incur any liability to third parties in connection with or arising from any aspect of the System or Franchisee's use of the System, whether or not in accordance with the requirements of the Manuals.

Nothing in this Agreement or any related Agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document. The submission of this Agreement to Franchisee does not constitute an offer to Franchisee, and this Agreement shall become effective only upon execution by Franchisor and Franchisee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement as the parties last and final Agreement, any representations or oral discussion which are not contained in this Agreement, are hereby expressly forever disclaimed as of the Effective Date.

FRANCHISOR:
DENTAL SUPPORT PLUS FRANCHISE, LLC

By:_____

Name: Kent Maerki

Title: President

FRANCHISEE:
_____

By:_____

Name: _____

Title: _____

[or, if an individual]

Signed:_____

Repair Name printed:_____

FRANCHISE AGREEMENT ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20___, by, _____ who personally appeared before me at the time of notarization.

NOTARY PUBLIC - STATE OF _____

My Commission Expires:

sign _____

print _____

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

FRANCHISE AGREEMENT ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20___, by, Kent Maerki, who personally appeared before me at the time of notarization.

NOTARY PUBLIC - STATE OF _____

My Commission Expires:

sign _____

print _____

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

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EXHIBIT 1 TO THE FRANCHISE AGREEMENT

GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this ____ day of _____, 20____ by _____, ("RELEASOR") an individual/corporation/ limited liability company/partnership with a principal address of _____ _____, in consideration of:

- ❒ the execution by Dental Support Plus Franchise, LLC ("RELEASEE") of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise") granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the "Franchise Agreement") between RELEASOR and RELEASEE; or

- ❒ RELEASEE'S consent to RELEASOR'S transfer or assignment of its rights and duties under the Franchise Agreement; or

- ❒ RELEASEE'S consent to RELEASOR'S transfer or assignment of its ownership of all or any part of the Franchise; or

- ❒ RELEASEE'S consent to RELEASOR'S assumption of rights and duties under the Franchise Agreement; or

- ❒ RELEASEE'S consent to termination of the Franchise Agreement; or

- ❒ RELEASEE'S refund of fifty percent (50%) of the Franchise Fee (as defined in the Franchise Agreement) RELEASOR paid to RELEASEE,

and other good and valuable consideration, and accordingly:

RELEASOR hereby releases and discharges RELEASEE, RELEASEE'S officers, directors, managers, agents, legal representatives, attorneys, shareholders, members, partners, owners and employees (in their corporate and individual capacities), and RELEASEE'S successors and assigns, from any and all causes of action, suits, arbitrations, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASOR and RELEASOR'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise, the Franchised Business (as defined in the Franchise Agreement) or the Franchise Agreement, including, without limitation, claims arising under federal, state or local laws, rules or ordinances; and

RELEASEE hereby releases and discharges RELEASOR, RELEASOR'S officers, directors, managers, agents, legal representatives, attorneys, shareholders, members, partners, owners and employees (in their corporate and individual capacities), and RELEASOR'S successors and assigns, from any and all causes of action, suits, arbitrations, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, that RELEASEE and RELEASEE'S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise, the Franchised Business (as defined in the Franchise Agreement) or the Franchise Agreement, including, without limitation, claims arising under federal, state or local laws, rules or ordinances

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:_____
(type/print name)

By: _____

Name:_____

Title:_____

(or, if an individual)

Signed:_____

Name printed:_____

RELEASEE: Dental Support Plus Franchise, LLC

By: _____

Name: Kent Maerki

Title: President

GENERAL RELEASE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ _____ (title) of _____ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____ (NOTARIAL SEAL)

Notary Public
My Commission expires:

© Shelton & Power, LLC 14 April 2014

GENERAL RELEASE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20___, by, Kent Maerki, who personally appeared before me at the time of notarization.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____ (NOTARIAL SEAL)

Notary Public
My Commission expires:

© Shelton & Power, LLC 14 April 2014

EXHIBIT 2 TO THE FRANCHISE AGREEMENT

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ("Agreement") made as of the ____ day of _____, 20____, (the "Effective Date") is by and between _____, ("Franchisee") and _____ ("Individual").

W I T N E S S E T H:

WHEREAS, Franchisee is a party to that certain Dental Support Plus Franchise, LLC Franchise Agreement ("Franchise Agreement") by and between Franchisee and Dental Support Plus Franchise, LLC ("Company"); and

WHEREAS, Franchisee desires Individual to have access to or to review certain Trade Secrets and other Confidential Information of the Company, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to Company's Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party, including any Covered Person or using such Trade Secrets or other Confidential Information to compete against Company, Franchisee or any other franchisee of Company in a Competitive Business now or in the future.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. Recitals

The above preamble and recitals are true and correct and incorporated into this Agreement.

2. Trade Secrets

Individual understands Franchisee possesses and will possess the Company's Trade Secrets, which is important to its business. For purposes of this Agreement, "Trade Secrets" is information, without regard to form including, but not limited to, technical or non-technical data, know-how, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, pro-formas, strategic plans, product plans, project plans, blueprints, lists of actual or potential customers or suppliers which are not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Individual understands Franchisee's providing of access to the Trade Secrets creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets.

3. Confidential Information

For purposes of this Agreement, "Confidential Information" means technical and non-technical information and know-how used in or related to the DSP™ Businesses and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential when delivered by the Company. Confidential Information shall not include, however, any information established by documentary evidence that: (a) is now or subsequently becomes generally available to the public through no fault of the Individual; (b) the Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

4. **Confidentiality/Non-Disclosure**

a) Individual shall not whether in person, in writing, through the Internet or online through Social Media sites and/or applications communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any of the Company's Trade Secrets or Confidential Information.

b) Individual's obligations under paragraph 4(a) of this Agreement shall continue in effect after termination of Individual's relationship with Franchisee as an employee, agent, officer, director, executive, manager or member of Franchisee or a holder of a legal or beneficial interest in Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Individual shall (and Franchisee is entitled to) communicate Individual's obligations under this Agreement to any future customer or employer of Individual to the extent deemed necessary by Franchisee for protection of Franchisee's rights and obligations herein.

5. **Non-Competition**

a) Individual agrees that for the period the Individual has a relationship with Franchisee and the period of two (2) years after the Individual no longer has a relationship with Franchisee and has ceased engaging in the conduct stated below, Individual shall not, directly or indirectly, own an interest in, manage, operate, provide services to, carry on, be engaged in or take part in, or share in the earnings of any Competitive Business anywhere within (1) the greater of: (i) fifty (50) mile radius of Franchisee's Approved Location as described in the Franchise Agreement; or (ii) the Protected Territory, as detailed in Section 2.5 of the Franchise Agreement, also described as follows:

_____

_____

_____; and (2) fifty (50) mile radius of any Dental Support Plus™ Business wherever located in existence at the time of termination of the relationship with Franchisee, without the express written consent of Franchisee. Further, the Individual agrees for the period the Individual has a relationship with Franchisee and the period of two (2) years after the Individual no longer has a relationship with Franchisee, the Individual shall not divert or attempt to divert any customer, employee or other business associate of Franchisee, the Company, the Company's Affiliate(s) (as defined in the Franchise Agreement) or any other franchisee to any Competitive Business or solicit or otherwise attempt to induce or influence (by direct or indirect means) any customer, employee or other business associate of Franchisee, the Company, the Company's Affiliate(s) (as defined in the Franchise Agreement) or any other franchisee to terminate or modify their business relationship with Franchisee, the Company, the Company's Affiliate(s) (as defined in the Franchise Agreement) or any other franchisee.

b) "Competitive Business" means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) dental marketing businesses the same as or similar to those provided by Dental Support Plus franchises or in which Company's Trade Secrets or other Confidential Information could be used to the disadvantage of Company or its franchisees; provided, however, that the term "Competitive Business" shall not apply to (i) any business operated by Individual under a franchise agreement with the Company, (ii) any business operated by a publicly-held entity in which Individual owns less than a five percent (5%) legal or beneficial interest, or (iii) any business operated by Individual or its Affiliate(s) that has been disclosed, in writing, to Franchisee and the Company prior to the Effective Date of this Agreement.

c) Except as set forth in paragraph 5 a), "Affiliate" means any business entity that controls, is controlled by, or is under common control with Individual.

6. Miscellaneous

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) The Company reserves the right to reduce the scope of the obligations under the covenants contained in Articles 7 and 17 of the Franchise Agreement unilaterally and without the consent of any other person or entities effective upon giving notice thereof.

c) If all or any portion(s) of any provision(s) of this Agreement are held to be invalid, unreasonable, illegal or unenforceable under applicable law, such invalid, unreasonable, illegal or unenforceable portion(s) of any provision(s) shall be amended, limited or excluded from this Agreement to the minimum extent required by applicable law so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

d) This Agreement shall be effective as of the Effective Date and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns, Dental Support Plus Franchise, LLC and Practice Enhancement Systems, LLC.

e) Individual shall reimburse Franchisee or Company for any and all costs and attorney fees incurred by Franchisee or Company in the enforcement of the terms of this Agreement.

f) The failure of either party to insist in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural. Capitalized terms not herein defined shall have the meaning set forth in the Franchise Agreement.

h) The Company shall be a third-party beneficiary of this Agreement.

i) If individual violates this Agreement and competes with Franchisor, it's Assigns, or any Franchisees, Franchisor has the right to require that all sales made by the competitive business are reported to Franchisor. You will also pay to Franchisor, without demand, a weekly fee of $1000 without being deemed to revive or modify this Agreement. These payments are liquidated damages to compensate Franchisor for its damages from your violation of this covenant not to compete and are not a penalty. You agree that the length of time and geographical restrictions contained in this Agreement are fair and reasonable and not the result of overreaching, duress or coercion of any kind. You agree that your full, uninhibited and faithful observance of each of the covenants in this section will not cause any undue hardship financial or otherwise and that the enforcement of each of these covenants in this section will not impair your ability to obtain employment commensurate with your abilities and on terms fully acceptable to you or otherwise to obtain income required for the comfortable support of yourself and your family and the satisfaction of your creditors. You agree that your special knowledge of the business of a Dental Support Plus franchise would cause us and our franchisees serious injury and loss if you, or anyone acquiring this knowledge through you, were to use this knowledge to the benefit of a competitor or were to compete with Franchisor or any of our other Franchisees.

j) if any court finally holds that the time or territory or any other provision in this Section is an unreasonable restriction upon you, you agree that the provisions of this Agreement are not rendered void, but apply as to time and territory or to any other extent as the court may judicially determine or indicate is a reasonable restriction under the circumstances involved.

INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.

IN WITNESS WHEREOF, Franchisee has caused this Agreement to be executed by its duly authorized officer, manager or executive and Individual has executed this Agreement, all being done in triplicate originals with one (1) original being delivered to each party and Company; the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement as the parties last and final Agreement, any representations or oral discussion which are not contained in this Agreement, are hereby expressly forever disclaimed as of the Effective Date.

WITNESS:

_____

Franchisee

By:_____

Its:_____

Individual

Signature:_____

Printed Name:_____

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT ACKNOWLEDGMENT

State of _____)
) ss
County of _____)

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing Non-Disclosure and Non-Competition Agreement, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ (title) of _____ _____ (company name), and he/she has the authority to execute said Non-Disclosure and Non-Competition Agreement].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____

(NOTARIAL SEAL)

Notary Public
My Commission expires:

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EXHIBIT 3 TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20_____, by_____
_____
_____.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date herewith ("Agreement") by Dental Support Plus Franchise, LLC ("Franchisor"), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee's breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, such as those contemplated by Articles 7 and 17 of the Agreement. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (a) his direct and immediate liability under this Guaranty shall be joint and several; (b) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

Each of the undersigned further consents and agrees he shall be a party to any of the actions or claims between Franchisor and Franchisee for injunctive relief or specific performance or relating to the ownership of any of Franchisor's Marks or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, or which are to be resolved by non-binding mediation as set forth in the Agreement. Each of the undersigned also agrees to be personally bound by the waiver of jury trial as set forth in Section 23.6 of the Agreement.

Whenever the context of this Guaranty requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by each of the undersigned, intending to be legally bound hereby, on the date set forth in the introductory paragraph of this Guaranty.

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:__%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE: _____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:__%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE: _____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:__%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE: _____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:__%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE: _____%

*** Note: All Owners with 5% interest in the legal entity or more must fill this page out.**

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EXHIBIT 4 TO THE FRANCHISE AGREEMENT

HOLDERS OF 5% OR MORE LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; OFFICERS, DIRECTORS AND MANAGERS

Holders of Legal or Beneficial Interest:

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Officers, Directors and Managers:

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

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EXHIBIT 5 TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDUMS

TO AVOID DUPLICATION IN THE FRANCHISE DISCLOSURE DOCUMENT THESE ARE LOCATED

AT EXHIBIT G TO THE FRANCHISE DISCLOSURE DOCUMENT

ON THE EXECUTION COPY THE APPLICABLE STATE ADDENDUM WILL BE

LOCATED AT THIS EXHIBIT 5 TO THE FRANCHISE AGREEMENT

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EXHIBIT 6
TO THE FRANCHISE AGREEMENT
MARKS

Franchisee has the right to operate a Franchise Store exclusively under the trade name and service mark "Dental Support Plus" and under any other trade names, trademarks, service marks, logotypes, or other commercial symbols (the "Marks") currently authorized for use or that Dental Support Plus may later authorize for use in the operation of Franchise Stores under the System. Franchisor's Affiliate Practice Enhancement Systems, LLC is the sole and exclusive owner and licensor of all right, title, and interest in the Mark: "Dental Support Plus" authorized for use in the operation of Franchise Businesses. The following Mark(s) are registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"). All necessary renewal applications have been filed with respect to the following Mark:

	CLASS AND DATE	SERIAL NUMBER / REGISTRATION NUMBER	DESCRIPTION
1.	International Class: 035 Filed Date: 12/1/2010 Registration Date: 4/24/2010	85-188594 4,130,505	"Dental Support Plus"
2.	International Class: 035 Filed Date: 12/2/2010 Registration Date: 4/24/2012	85-189714 4,130,506	Dental Support Plus DENTAL PLUS FRANCHISING
3.	International Class: 035 Registration Date: 07/14/2011	85-317226	Dental Support Plus
4.	International Class: 035 Registration Date: 07/14/2011	85-371258	Dental Support Plus An Exciting Franchise Opportunity in the Dental Industry

No state registrations of any of the Federal Marks have been applied for or granted.

Franchisor, as owner of all right, title and interest to the Marks, except as described above, claims common law rights to the Marks and trade dress including: product names, business advertising materials and photographs. All necessary renewal applications have been filed with respect to the federal and state registrations. Franchisee is authorized to use the Marks appearing above, and each Mark subsequently developed and designated by Franchisor, in the operation of Franchisee's Business.

Our Affiliate, Practice Enhancement Systems, LLC, has granted us a license to use and sublicense to use the above-mentioned Marks, dated December 1, 2010. The term of the license is for 99 years; however, the license agreement may be terminated if we take any affirmative act of insolvency, if a receiver or trustee is appointed to take possession of our properties and is not discharged within 90 days, if we wind up, sell, consolidate or merge our business, or if we breach any of our duties and obligations under the license and do not cure the breach within 60 days following written notice of the breach. Additionally, within the license agreement, the term "Marks" shall include any other trade names, service marks, trademarks, designs, logos, slogans and commercial symbols now in existence or hereafter adopted by Practice Enhancement Systems, LLC that are used in connection with the System. Thus, this license agreement licensed to us any future trademarks acquired by Practice Enhancement Systems, LLC as well.

Dental Support Plus may change or modify the System presently identified by the Marks, including the adoption and use of new or modified trade names, service marks, trademarks or copyrighted materials, new programs or systems for the Franchise Business, new product lines, new employee training, new equipment or new techniques and Franchisee must accept, use and display those changes in the System, as if they were part of the Franchise

Agreement at the time of its signing. Franchisee will make the changes at Franchisee's expense except that Franchisor will reimburse Franchisee for Franchisee's cost of replacing the exterior signage only.

MARK USE GUIDELINES

Proper use of a mark involves some basic rules which center around ensuring that the mark is recognized by the public as an indication of single source and is distinguished from the mere name of a product or service.

Although these rules will vary somewhat for different types of marks and use situations, the recommended guidelines are presented below. Franchisor may modify such guidelines and impose additional restrictions with respect to such Marks in its sole discretion.

Use the mark only as a proper adjective followed by a noun, and not as a possessive, a description (noun), a plural or a verb. Make sure that the symbol "TM" (designating trademark used to indicate source of products) or "SM" (designating service mark used to indicate source of services), or ™ designating use of a federally registered Mark, as appropriate, prominently appears at least once in close association with the mark.

Make the mark stand out from the rest of the text (bolder type, ALL CAPS, *italics,* underline, etc.)

Avoid variations in spelling or display. By way of example, the following is proper:

Dental Support Plus™
Dental Support Plus™ office
Dental Support Plus℠

The following is not proper:

Take your business to Dental Support Plus. (noun, no special typography, no service mark indication)
There are numerous Dental Support Plus around the country. (noun, plural, no special typography, variation, no service mark symbol)
Dental Support Plus' services (possessive, variation, no service mark symbol)

It is not necessary that the SM, TM, or CD be used so often as to become obtrusive; once or twice in a short document is enough. When it is not obvious from the text, it is important that a legend indicating ownership of the marks appears somewhere reasonably visible on the document; namely, Dental Support Plus™ (and design) are trademarks and service marks of Dental Support Plus, LLC.

EXHIBIT 7
TO THE FRANCHISE AGREEMENT
FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Dental Support Plus Franchise, LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, Dental Support Plus Franchise, LLC will be referred to as "DSP," "we" or "us." The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading.

Prospective Franchisee acknowledges:	Date	Initials
Date you received FDD	/	
Date of your first face-to-face meeting with a Dental Support Plus representative for the purpose of discussing the sale or possible sale of a franchise	/	
Date you received the Franchise Agreement with all blanks filled in except signatures	/	
Date you received a copy of any addendum or additional documents, if any, with all blanks filled in except signatures	/	
Date you signed the Franchise Agreement	/	
Date you signed any addendum or additional documents	/	
Earliest date you delivered a check or money to DSP or its representative	/	

Other than what was contained in the FDD, or consistent with the information contained in the FDD, **You were not given** information by Dental Support Plus Franchise, LLC, or its or their sales representative regarding the following:

	True	False	Initials
Actual sales or profits of other units	☐	☐	
Average sales or profit figures	☐	☐	
Projections as to how much money a franchisee could make	☐	☐	
Projections as to the level of sales a franchisee could make	☐	☐	

If you answered "false" to any of the above questions, please explain your answer below.

_____

_____

_____

_____

_____

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ACKNOWLEDGMENT REGARDING OWNERSHIP OR OTHER INTEREST

Acknowledgment Regarding Controlling Persons. Franchisee hereby acknowledges that Franchise Owner is a(n):

_____ Individual _____ Corporation
_____ Partnership _____ Limited Liability Company
_____ Joint Venture _____ Other business form _____(describe)

Franchise Owner hereby warrants and represents that the following persons own, either legally or beneficially, voting control of Franchise Owner:

NAME	TYPE OF OWNERSHIP (LEGAL OR BENEFICIAL)	PERCENTAGE OF INTEREST OWNED

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed Dental Support Plus Franchise, LLC Franchise Agreement and each exhibit, addendum and schedule attached to it?
   Yes ____ No ____

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?
   Yes ____ No ____

   If "No", what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

3. You relied on the financial condition of a parent or affiliated company in determining whether to enter into this Agreement.
   Yes ____ No ____

4. Have you received and personally reviewed our Disclosure Document we provided to you?
   Yes ____ No ____

5. Do you understand all of the information contained in the Franchise Disclosure Document?
Yes ____ No ____

If "No", what parts of the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary.)

_____

_____

_____

_____

_____

_____

_____

_____

6. Have you discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?
Yes ____ No ____

7. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?
Yes ____ No ____

8. Other than what was contained in Item 19 of FDD, or collateral marketing pieces consistent with the information contained in Item 19 of the FDD, has any employee or other person speaking on our behalf made any statement or promise inconsistent with Item 19 of the FDD, concerning the revenues, profits or operating costs of the Franchised Business that we or our franchisees operate?
Yes ____ No ____

9. Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ____ No ____

10. Other than what was contained in Item 19 of the FDD has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?
Yes ____ No ____

11. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?
Yes ____ No ____

12. If you have answered "Yes" to any of questions 8 through 11, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of such questions, please leave the following lines blank.

_____

_____

_____

_____

_____

_____

13. Do you understand that in all dealings with you, our officers, managers, members, directors, attorneys, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and us?
Yes ____ No ____

You understand that your answers are important to us and that we will rely on them.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions. You acknowledge that Dental Support Plus, LLC is relying on the accuracy of the above information, and that the information set forth above is true and correct. (The following persons must sign: each person who owns 5% or more of a corporation or limited liability company, each partner; or sole proprietor). The parties hereto, intending to be legally bound hereby have duly executed and delivered this Franchise Disclosure Questionnaire as the parties last and final Agreement, any representations or oral discussion which are not contained in this document, are hereby expressly forever disclaimed as of the Effective Date.

_____

Print Name: _____
Title: President
SSN# _____

_____

Print Name: _____
Title: Vice-President
SSN# _____

_____

Print Name: _____
Title: _____
SSN# _____

EXHIBIT 8
TO THE FRANCHISE AGREEMENT
AUTHORIZATION AGREEMENT
AUTOMATIC DEPOSITS (ACH WITHDRAWALS)

Franchisor Name: **Dental Support Plus Franchise, LLC**

I(We) hereby authorize Dental Support Plus Franchise, LLC, hereinafter called FRANCHISOR, to initiate debit entries to my (our) Checking Account / Savings Account (Select One) indicated below at the depository financial institution named below, and to debit the same to such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law, and that I will be responsible for any banking fees that my institution charges.

Financial Institution Name: _____ Branch: _____

City: _____ State: _____ Zip: _____ Phone: _____

ACH/Routing Number: _____ Account Number: _____
(Must be Nine Digits)

This authorization is to remain in full force and effect until the FRANCHISOR has received written notification from me. I (We) understand that revocation of this Authorization Agreement by me (us) may constitute an event of Default under the Franchise Agreement.

I (We) understand that the amount to be withdrawn by FRANCHISOR will not be the same each month and I (We) therefore authorize all monetary transfers pursuant to Articles 3 and 11 of the Franchise Agreement.

_____	_____
Print Franchisee / Account Holder Name	Print Franchisee/ Co-Account Holder Name
_____	_____
Franchisee/ Account Holder Signature Date	Franchisee/ Co-Account Holder Signature Date
_____	_____
Daytime Phone Number	Email Address

PLEASE ATTACH A VOIDED CHECK TO THIS FORM

Please Return Form to: Dental Support Plus Franchise, LLC
8149 North 87th Street, Suite 137
Scottsdale, AZ 85258
Phone #: (480) 304-5565 Fax #: (602) 296-0244

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EXHIBIT 9
TO THE FRANCHISE AGREEMENT
TELEPHONE NUMBER ASSIGNMENT AGREEMENT AND POWER OF ATTORNEY

FOR VALUE RECEIVED, the undersigned ("Franchisee") irrevocably assigns the telephone listing and numbers stated below and any successor, changed or replacement number or numbers effective upon the date of termination of the Franchise Agreement described below to Dental Support Plus Franchise, LLC ("Franchisor"), upon the following terms:

1. This assignment is made under the terms of the Dental Support Plus Franchise Agreement dated _____ authorizing Franchisee to do business as "Dental Support Plus" (the "Franchise Agreement"), which in part pertains to the telephone listing and numbers the Franchisee uses in the operation of the Franchised Business covered by the Franchise Agreement.

2. Franchisee retains the limited right to use the telephone listing and numbers only for transactions and advertising under the Franchise Agreement while the Franchise Agreement between Franchisor and Franchisee remains in full force, but upon termination or expiration of the Franchise Agreement, Franchisee's limited right to use of the telephone listing and numbers also terminates. In this event, Franchisee agrees to immediately discontinue use of all listings and numbers. At Franchisor request, Franchisee will immediately sign all documents, pay all monies, and take all other action necessary to transfer the listings and numbers to Franchisor.

3. The telephone numbers and affiliated listings subject to this assignment are: _____. Franchisee shall provide Franchisor with all numbers on the rotary series and all numbers the Franchisee uses in the Franchised Business in the future within 5 business days of creation of that number.

4. Franchisee shall pay all amounts owed for the use of the telephone numbers and affiliated listings Franchisee incurs. On termination or expiration of the Franchise Agreement, Franchisee shall immediately pay all amounts owed for the listings and telephone numbers, whether or not due, including all sums owed under existing contracts for telephone directory or online advertising.

5. Franchisee appoints Franchisor as Franchisee's Attorney-In-Fact to act in Franchisee's place for the purpose of assigning any telephone number covered by Paragraph 3 above to Franchisor or Franchisor's designees or Transferees. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of these powers, including full power of substitution and signing or completion of all documents required or requested by any telephone company to transfer the numbers, and ratifies every act that Franchisor lawfully performs in exercising those powers.

This power of attorney is effective for five (5) years from the date of expiration, cancellation or termination of Franchisee's rights under the Franchise Agreement for any reason.

Franchisee intends that this power of attorney be coupled with an interest. Franchisee declares this power of attorney to be irrevocable and renounces all right to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney is not affected by Franchisee's later incapacity. This power is created to secure performance of a duty to Franchisor and is for consideration.

THE PARTIES hereto, intending to be legally bound hereby have duly executed and delivered this Agreement as the parties last and final Agreement, any representations or oral discussion which are not contained in this Agreement, are hereby expressly forever disclaimed as of the Effective Date.

FRANCHISEE: EACH OF THE BELOW PERSONS AGREES TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT, IN BOTH INDIVIDUAL AND REPRESENTATIVE CAPACITIES.

Signed the _____ day of _____, 20___ .

PRESIDENT / MANAGING MEMBER	VICE-PRESIDENT / CO-MEMBER
_____	_____
Personally and Individually (Printed Name)	Personally and Individually (Printed Name)
_____	_____
Personally and Individually (Signature)	Personally and Individually (Signature)
_____	_____
In your Representative Capacity (Printed Name)	In your Representative Capacity (Printed Name)
_____	_____
In your Representative Capacity (Signature)	In your Representative Capacity (Signature)

EXHIBIT 10

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TO THE FRANCHISE AGREEMENT
CREDIT AND SECURITY AGREEMENT

THIS CREDIT AND SECURITY AGREEMENT is entered into on **{Date}** between **DENTAL SUPPORT PLUS FRANCHISE, LLC,** an Arizona Limited Liability Company ("DSPF") and **{FRANCHISEE NAME},** a **{State of Inc}** corporation ("Franchisee"). In consideration of the DSP franchise granted to Franchisee by DSPF pursuant to that certain DSP Franchise Agreement dated **{Date}** (the "Franchise Agreement") and/or the extension of credit by DSPF or Practice Enhancement Systems, LLC to Franchisee, and other good and valuable consideration, DSPF, Practice Enhancement Systems, LLC and Franchisee agree as follows:

1. DEFINITIONS. In this Agreement:

A. The term **"Obligations"** refers to the following obligations that are secured by this Agreement:

(1) all amounts owed by Franchisee to DSPF and its affiliates from time to time under the Franchise Agreement or any other agreement between Franchisee and DSPF or any of its affiliates;

(2) all amounts owed by Franchisee to DSPF from time to time arising from the purchase of products and services by Franchisee from DSPF;

(3) all costs incurred by DSPF to obtain, preserve, perfect, and enforce this Agreement and the security interest granted herein, to collect the Obligations, and to maintain, preserve, collect, and secure the Collateral (as defined below), including, but not limited to, repairs, replacements, taxes, assessments, insurance premiums, repairs, reasonable attorneys' fees and legal expenses, rent, storage costs, and expenses of sale;

(4) all other debts, obligations, liabilities, and agreements of Franchisee to DSPF now or hereafter arising, absolute or contingent, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect; and

(5) interest on the above amounts as agreed upon among the parties or, if not otherwise agreed, at a per annum rate of interest equal to the lesser of (i) two (2%) percentage points above the Prime Rate or (ii) the maximum rate of interest allowed under applicable law.

B. The term **"Collateral"** refers to the following property of Franchisee:

(1) all products sold by DSPF or an affiliate to Franchisee;

(2) all other assets and collateral, including inventory, equipment, goods, fixtures, of Franchisee whenever acquired, wherever located, and whether now or hereafter existing which is acquired by Franchisee pursuant to or in connection with the business conducted under the Franchise Agreement;

(3) all accessions, attachments, and other additions to, substitutes for, replacements for, and improvements to the foregoing;

(4) all documents, contract rights, instruments, accounts, general intangibles, and chattel paper, now existing or hereafter arising, with respect to the sale, lease, or consignment of any of the foregoing;

(5) all policies of insurance covering the foregoing; and

(6) all proceeds of any of the foregoing.

C. The term **"Prime Rate"** refers to the per annum rate of interest equal to the base rate of interest announced from time to time by JPMorgan Chase Bank, as its prime rate of interest, which rate of interest may not be its lowest base rate of interest.

D. All other capitalized terms used herein but not defined above shall have the same meaning as in the Franchise Agreement.

2. SECURITY INTEREST.

Subject to the terms of this Agreement, Franchisee assigns and grants to DSPF a security interest and lien on the Collateral to secure the payment and the performance of the Obligations. DSPF will have the right to file a UCC-1 form on all items of security, as well as, filing a construction or mechanic's lien, whichever is applicable in the jurisdiction, on the Collateral until such time that DSPF have been paid in full for the Collateral.

3. INVENTORY LOCATION.

A. Franchisee represents and warrants to DSPF as follows:

(1) Franchisee's principal place(s) of business is/are: (include City, County, State)

{Address}, {County,} {State}.

(2) The Collateral will be kept at Franchisee's principal place(s) of business or the project location or ship to address for the project being designed and ordered for.

(3) The office where Franchisee keeps the records concerning accounts and contract rights is in **{City}, {County}, {State}.**

B. Franchisee will promptly notify DSPF of any addition to, change in, or discontinuance of any address of Franchisee, place or places where Collateral is kept, Franchisee's principal place of business, or location of the office where records concerning accounts and contract rights are kept.

4. RECORDS AND INSPECTIONS.

Franchisee at all times will maintain reasonable, current and accurate books and records covering the Collateral. From time to time upon the request of DSPF, Franchisee shall deliver detailed descriptions and lists of the items included in the Collateral, as well as such other reports and information deemed by DSPF to be necessary or appropriate to enable DSPF to determine the value and location of the Collateral. DSPF and its agents and representatives may inspect the Collateral and Franchisee's records with respect to the Collateral during normal business hours.

5. TITLE.

At the time Franchisee grants to DSPF a security interest in any Collateral, Franchisee shall be the absolute owner thereof and shall have the right to grant such security interest. Franchisee shall defend the Collateral against all claims and demands of all persons at any time claiming any interest in any of the Collateral that is adverse to DSPF. Franchisee shall keep the Collateral free from all liens, claims, and security interests, except as to any applicable personal property taxes not yet due and the security interest created hereby.

6. FINANCING STATEMENTS.

A. Franchisee warrants that no financing statement covering the Collateral is or will be on file in any public office, except the financing statements relating to the security interest granted to DSPF herein.

B. Franchisee shall sign all financing statements and any other papers furnished by DSPF that are necessary in the judgment of DSPF to obtain, maintain, and perfect the security interest granted herein and to enable DSPF to comply with any federal or state law in order to obtain or perfect DSPF's interest in the Collateral or to obtain the proceeds of any Collateral.

7. TAXES AND INSURANCE.

A. Franchisee will pay when due all taxes and assessments on or with respect to the Collateral for its use, operation, and maintenance.

B. Franchisee shall insure the Collateral with companies acceptable to DSPF against such casualties and in such amounts as DSPF shall require. All insurance policies shall be written for the benefit of Franchisee, and DSPF as their interests may appear, or in other form satisfactory to DSPF, and such policies or certificates evidencing the same shall be furnished to DSPF. All policies of insurance shall provide for written notice to DSPF at least thirty (30) days prior to cancellation. Risk of loss or damage is Franchisee's to the extent of any deficiency in any effective insurance coverage. DSPF is appointed Franchisee's attorney-in-fact to collect any returned or unearned premiums or the proceeds of such insurance and to endorse any draft or check payable to Franchisee therefor, and DSPF may apply such sums to the Obligations secured herein in such order and in such manner as DSPF in its sole discretion shall decide.

8. PROTECTION OF COLLATERAL.

A. Franchisee will keep the Collateral in good order and repair and will not waste or destroy Collateral or any part or proceeds thereof.

B. Franchisee appoints DSPF as Franchisee's attorney-in-fact with full power in Franchisee's name and on Franchisee's behalf to do every act that Franchisee is obligated or allowed to do hereunder, and to exercise all rights of Franchisee with regard to the Collateral and to make collections and to execute any and all papers and instruments and to do all other things necessary to preserve and protect the Collateral and to protect DSPF's security interest in the Collateral; provided, however, that nothing in this Section 8.B. shall be construed to obligate DSPF to take any action hereunder. In their sole discretion, DSPF may undertake to perform any covenants, warranties, or actions required of Franchisee hereunder, to make payments required of Franchisee hereunder, or to pay for the repair, maintenance, and preservation of the Collateral. All sums and costs so expended, including, but not limited to, attorneys' fees, court costs, agent's fees, and commissions, shall bear interest from the date of expenditure until paid at the maximum rate of interest allowed by applicable law. All amounts due under this Section 8.B. are secured by this Agreement and shall be payable to DSPF at its address indicated in the Franchise Agreement.

9. PAYMENT.

A. Franchisee shall make all payments required under the Note or any other agreement with DSPF and their affiliates in the manner and within the time period provided in the Note and such other agreements.

B. If DSPF in its sole discretion makes any payments pursuant to Section 1.B(4) or Section 8 hereof, or makes any payments on behalf of Franchisee to suppliers or any other parties, Franchisee agrees to pay to the order of DSPF the amount so expended within ten (10) days after DSPF gives notice of such expenditure to Franchisee.

C. Upon default hereunder or expiration or sooner termination of the Franchise Agreement, Franchisee agrees to pay to the order of DSPF all amounts outstanding under the Obligations immediately upon the giving of notice by DSPF to Franchisee.

10. DEFAULT.

The following are events of default hereunder:

A. default in the timely payment of the Obligations or any part thereof; or

B. default in the timely performance or observance of the terms and conditions of this Agreement, the Franchise Agreement, or of any other agreement between Franchisee and DSPF or their affiliates; or

C. the occurrence of any event or condition that results in the termination of, or constitutes grounds for the termination of, the Franchise Agreement, or would so result if not prevented by applicable law: or

D. any warranty, representation, or statement made or furnished to DSPF herein, heretofore, or hereafter proves to have been false in any material respect when made or furnished; or

E. loss, theft, destruction, or encumbrance of any of the Collateral in violation hereof; or

F. sale or transfer of any of the Collateral, except for the sale of inventory in the ordinary course of Franchisee's business; or

G. belief by DSPF that the prospect of payment of the Obligations or performance of this Agreement or of any of the Obligations is impaired; or

H. death, incapacity, dissolution, merger, consolidation, termination of existence, insolvency, or business failure of Franchisee or of any other person or entity liable on any of the Obligations; or

I. commencement of proceedings for the appointment of a receiver for any property of Franchisee; or

J. commencement of any proceeding under any bankruptcy or insolvency law by or against Franchisee (or any corporate action shall be taken to effect same), or any partnership of which Franchisee is a partner, or by or against any person or entity liable upon the Obligations or any part thereof, or liable upon Collateral; or

K. levy on, seizure, or attachment of any property of Franchisee; or

L.a judgment against Franchisee becomes final and remains unpaid for thirty (30) days.

11. REMEDIES.

A. When an event of default occurs, and at any time thereafter, DSPF without notice or demand, may exercise any one or more of the following remedies:

(1)declare one or more of the Obligations, in whole or in part, immediately due and may enforce payment of the same;

(2)exercise all rights and remedies provided by this Agreement, by the Franchise Agreement, by DSPF's state Business and Commerce Code, or by the Uniform Commercial Code or other law or regulation regulating secured transactions of any other applicable jurisdiction; and

(3)require Franchisee to assemble the Collateral and make it available at a place to be designated by DSPF that is reasonably convenient to Franchisee.

B. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, reasonable notification of the time and place of any public sale or reasonable notification of the time after which any private sale or other intended disposition is to be made shall be given by DSPF to Franchisee. It is agreed that notice sent or given not less than five (5) calendar days prior to the taking of the action to which the notice relates, or such longer period of time as is required by applicable law, is reasonable notification and notice for the purposes of this Section 11.B.

C. Expenses or retaking, holding, preparing for sale or lease, selling, leasing, and the like shall include DSPF's reasonable attorneys' fees and legal expenses.

D. DSPF may surrender any insurance policies upon any of the Collateral and receive the unearned premium thereon. Franchisee shall be entitled to any surplus and shall be liable to DSPF for any deficiency. The proceeds of any disposition after default available to satisfy the Obligations shall be applied to the Obligations in such order and in such manner as DSPF in their joint discretion shall decide.

12. MISCELLANEOUS.

A. DSPF shall have the right at any time to execute and file this Agreement as a financing statement, but the failure to do so shall not impair the validity or enforceability of this Agreement.

B. The parties hereto do not intend to contract for, charge, or receive any interest or other charge that is usurious, and by execution of this Agreement Franchisee acknowledges that DSPF have no such intent. In no event whatsoever, whether by reason of acceleration of maturity or otherwise, shall the amount paid or agreed to be paid to DSPF for the use, forbearance, or detention of the money to be due hereunder or otherwise, or for the payment or performance of any covenant or obligation contained herein or in any other document evidencing, securing, or pertaining to any of the Obligations (all such other documents being hereinafter called the "Loan Documents"), exceed the maximum interest rate allowed by the laws of any applicable jurisdiction (hereinafter called the "Maximum Rate"). If, from any circumstance whatsoever, fulfillment of any provisions hereof or of the Loan Documents, at the time performance of such provisions shall be due, shall result in the interest to be paid exceeding the Maximum Rate, then such provisions shall be modified so that the rate of interest shall be reduced to the Maximum Rate, and if from any such circumstance DSPF ever shall receive as interest or otherwise an amount that would cause the Maximum Rate to be exceeded, the portion of such amount that would be excessive interest shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness of Franchisee to DSPF and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded to Franchisee. All sums paid and agreed to be paid to DSPF for the use, forbearance, or detention of the indebtedness of Franchisee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the whole term of such indebtedness so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof. The terms and provisions of this paragraph shall control and supersede any other provision of this Agreement or the Loan Documents.

C. All rights and remedies of DSPF hereunder are cumulative of each other and of every other right or remedy that DSPF otherwise may have at law or in equity or under any other contract or document for the enforcement of the security interest granted herein or the collection of the Obligations, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

D. Should any part of the Obligations be payable in installments, the acceptance by DSPF at any time and from time to time of part payment of the aggregate amount of all installments then matured shall not be deemed to be a waiver of the default then existing. No waiver by DSPF of any default shall be deemed to be a waiver of any other subsequent default, nor shall any such waiver by DSPF be deemed to be a continuing waiver. No delay or omission by DSPF in exercising any right or power hereunder, or under

any other documents executed by Franchisee as security for or in connection with the Obligations, shall impair any such right or power or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any such right or power preclude other or further exercise thereof or the exercise of any other right or power of DSPF hereunder or under such other document.

E. Except as otherwise provided herein, Franchisee waives notice of the creation, advance, increase, existence, extension, or renewal of, or of any indulgence with respect to, the Obligations; waives presentment, demand, notice of dishonor, and protest; waives notice of the amount of the Obligations outstanding at any time, notice of any change in financial condition of any person liable for the Obligations or any part thereof, notice of any event of default, notice of intent to accelerate and of acceleration, and all other notices with respect to the Obligations; and agrees that maturity of the Obligations and any part thereof may be accelerated, extended, or renewed one or more times by DSPF in its discretion, without notice to Franchisee.

F. No renewal or extension of or any other indulgence with respect to the Obligations or any part thereof, no release of any security, no release of any person (including any maker, endorser, guarantor, or surety) liable on the Obligations, no delay in enforcement of payment, and no delay or omission or lack of diligence or care in exercising any right or power with respect to the Obligations or any security therefore or guaranty thereof or under this Agreement shall in any manner impair or affect the rights of DSPF under the law, hereunder, or under any other agreement pertaining to the Collateral. DSPF need not file suit or assert a claim for personal judgment against any person for any part of the Obligations or seek to realize upon any other security for the Obligations before foreclosing upon the Collateral for the purpose of paying the Obligations. Franchisee waives any right to the benefit of or to require or control application of any other security or proceeds thereof, and agrees that DSPF shall have no duty or obligation to Franchisee to apply to the Obligations any such other security or proceeds thereof.

G. This Agreement shall be binding on Franchisee and Franchisee's heirs, executors, administrators, other legal representatives, successors, and assigns and shall inure to the benefit of DSPF their successors and assigns. If there be more than one operating principal of Franchisee, their obligations and agreements hereunder are joint and several and shall be binding upon their respective heirs, executors, administrators, other legal representatives, successors, and assigns, and delivery or other accounting of Collateral to any one or more of them shall discharge DSPF of all liability therefore.

H. This Agreement shall not become effective until the Franchise Agreement is approved in writing by a corporate officer of DSPF, whereupon this Agreement shall be effective as of the day and year first above written.

I. All demands and notices required or permitted hereunder shall be given in the same manner as provided in the Franchise Agreement.

J. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be fully severable, and this Credit and Security Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof and the remaining provisions of this Credit and Security Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or its severance from this Credit and Security Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Credit and Security Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, or enforceable.

K. IN THE EVENT OF A DEFAULT HEREUNDER, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO DSPF, EACH SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES WHERE THE COLLATERAL THAT IS INVENTORY IS LOCATED, TAKE

POSSESSION OF SUCH COLLATERAL, AND REMOVE THE SAME WITH OR WITHOUT JUDICIAL PROCESS (IF SUCH TAKING WITHOUT JUDICIAL PROCESS CAN BE DONE REASONABLY AND WITHOUT BREACH OF THE PEACE), AND FRANCHISEE DOES HEREBY EXPRESSLY WAIVE ANY RIGHT TO ANY NOTICE, LEGAL PROCESS, OR JUDICIAL HEARING PRIOR TO SUCH TAKING OR POSSESSION BY DSPF. FRANCHISEE UNDERSTANDS THAT THE RIGHT TO PRIOR NOTICE AND HEARING IS A VALUABLE RIGHT AND AGREES TO THE WAIVER THEREOF AS A PART OF THE CONSIDERATION FOR AND AS AN INDUCEMENT TO DSPF TO EXTEND CREDIT NOW AND HEREAFTER TO FRANCHISEE. FRANCHISEE ACKNOWLEDGES RECEIPT OF A SIGNED COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Agreement as the parties last and final Agreement, any representations or oral discussion which are not contained in this Agreement, are hereby expressly forever disclaimed as of the Effective Date.

FRANCHISEE: _____

By:_____

Name: _____

Title: _____

[or, if an individual]

Signed:_____

Name printed:_____

DENTAL SUPPORT PLUS FRANCHISE, LLC:

By:_____

Name: Kent Maerki

Title: President

PRACTICE ENHANCEMENT SYSTEMS:

By:_____

Name: Kent Maerki

Title: President

CREDIT AND SECURITY AGREEMENT ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20___, by, _____ who personally appeared before me at the time of notarization.

NOTARY PUBLIC - STATE OF _____

My Commission Expires:

sign _____

print _____

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

CREDIT AND SECURITY AGREEMENT
ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20___, by, Kent Maerki, who personally appeared before me at the time of notarization.

NOTARY PUBLIC - STATE OF _____

My Commission Expires:

sign _____

print _____

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

EXHIBIT F

TO DENTAL SUPPORT PLUS FRANCHISE, LLC
FRANCHISE DISCLOSURE DOCUMENT
AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

By and Between

DENTAL SUPPORT PLUS FRANCHISE, LLC, FRANCHISOR

AND

_____, DEVELOPER

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TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS 4
ARTICLE 2 - DEVELOPMENT RIGHTS 5
ARTICLE 3 - DEVELOPMENT FEE AND FRANCHISE FEES 6
ARTICLE 4 - DEVELOPMENT OF FRANCHISED BUSINESSS 6
ARTICLE 5 - TERM AND RIGHT OF FIRST REFUSAL 8
ARTICLE 6 - MARKS AND CONFIDENTIAL INFORMATION 8
ARTICLE 7 - TRANSFERABILITY OF INTEREST 9
ARTICLE 8 - DEFAULT AND TERMINATION 11
ARTICLE 9 - RIGHTS AND DUTIES ON TERMINATION OR EXPIRATION 12
ARTICLE 10 - BENEFICIAL OWNERS OF DEVELOPER 12
ARTICLE 11 - RELATIONSHIP AND INDEMNIFICATION 12
ARTICLE 12 - GENERAL CONDITIONS AND PROVISIONS 13
ARTICLE 13 - DISPUTE RESOLUTION 16
ARTICLE 14 - ACKNOWLEDGMENTS 17

EXHIBITS

DEVELOPMENT SCHEDULE I
GUARANTY AND ASSUMPTION OF OBLIGATIONS II
HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN DEVELOPER; OFFICERS, DIRECTORS, AND MANAGERS III
MULTI-STATE ADDENDUMS IV

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DENTAL SUPPORT PLUS FRANCHISE, LLC
AREA DEVELOPMENT AGREEMENT

This Area Development Agreement is made this ____ day of _____, 20___ and is by and between Dental Support Plus Franchise, LLC, an Arizona limited liability company, having its principal place of business at 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258 ("Franchisor" or "DSP"), and _____, a _____, established in the State of _____ and whose principal address is _____ ("Developer").

WITNESSETH:

WHEREAS, Franchisor and Developer are concurrently entering into the Initial Franchise Agreement; and

WHEREAS, Developer desires to, and has applied for the right to, develop additional DSP™ Businesses and has applied for such a right, and Franchisor has approved Developer's application in reliance upon all of the representations made herein and therein.

NOW, THEREFORE, Franchisor and Developer, intending to be legally bound, agree as follows:

ARTICLE 1 - DEFINITIONS

Whenever used in this Development Agreement, the following words and terms have the following meanings:

"Developer" means the individual or entity defined as "Developer" in the introductory paragraph of this Development Agreement;

"Development Agreement" means this Development Agreement titled "Dental Support Plus Franchise, LLC Area Development Agreement" and all instruments supplemental hereto or in amendment or confirmation hereof;

"Development Fee" has the meaning given to such term in Section 3.2;

"Development Rights" means the rights granted to Developer pursuant to this Development Agreement to establish and operate Dental Support Plus™ Businesses in the Development Territory;

"Development Schedule" means the schedule attached as Exhibit I setting forth the number and the Opening Dates of Dental Support Plus™ Businesses to be established pursuant to this Development Agreement;

"Development Territory" has the meaning given to such term in Section 2.1;

"Franchise Agreement" means any Dental Support Plus Franchise, LLC Franchise Agreement (including all Exhibits thereto) that Franchisor has entered into with Developer;

"Initial Franchise Agreement" means that certain Dental Support Plus Franchise, LLC Franchise Agreement (including all Exhibits thereto) between Developer and Franchisor whereby Developer is granted the right to operate its first Dental Support Plus™ Business; and

"Opening Date" means any date by which Developer is required to begin operations for each Dental Support Plus™ Business, as listed in the Development Schedule;

"Social Media" means online content created by individuals and/or entities using highly accessible and scalable publishing technologies through their desktop computer, laptop computer, smart phones, mobile phones or by other means available in the future. Social Media allows individuals and/or entities to connect in the online world to form relationships for personal and business use. The definition of Social Media includes user-generated content and consumer-generated media. Social Media occurs in many different forms, including, but not limited to, Internet forums, weblogs, social blogs, wikis, podcasts, pictures and videos. Technologies for Social Media include, but are not limited to: blogs, picture-sharing, vlogs, wall-postings, e-mail, instant messaging, music-sharing, crowdsourcing, and voice over IP, to name a few. Some examples of Social Media sites and/or applications are Google Groups (reference, social networking), Wikipedia (reference), MySpace (social networking), Facebook (social networking), MouthShut.com and yelp.com (product reviews), Youmeo (social network aggregation), YouTube (social networking and video sharing), Avatars United (social networking), Second Life (virtual reality), Flickr (photo sharing), Twitter (social networking and microblogging), LinkedIn (business social media),Open Diary (blogging) and other microblogs such as Jaiku, among others. This list is not inclusive and shall mean all Social Media available now and created in the future;

"Transferee" means the individual or entity third party buyer, who purchases this Area Development Agreement if the Developer chooses to sell.

ARTICLE 2 - DEVELOPMENT RIGHTS

Section 2.1 Grant of Development Rights

Franchisor hereby grants to Developer, and Developer undertakes and accepts, upon the terms and conditions of this Development Agreement, the Development Rights to establish and operate not less than the total number of Dental Support Plus™ Businesses at sites located within the Development Territory described as set forth on Exhibit I.

Section 2.2 Exclusivity and Retained Rights

Franchisor shall not, so long as this Development Agreement is in force and effect and Developer is not in default under any of the terms hereof or of any Franchise Agreement for any Dental Support Plus™ Business, establish, own or operate, or license others to establish, own or operate, any Dental Support Plus™ Business within the Development Territory other than to Developer pursuant to this Development Agreement; provided, however, Franchisor and its Affiliates retain the right:

i. to continue to own and operate, and allow others to continue to own and operate, Dental Support Plus™ Businesses existing inside or outside of the Development Territory as of the date of this Development Agreement;

ii. to establish, own or operate, and license others to establish, own or operate, Dental Support Plus™ Businesses outside of the Development Territory;

iii. to establish, own or operate, and license others to establish, own or operate, or continue to own or operate, businesses under other systems using other proprietary marks, both within and outside the Development Territory;

iv. to purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Development Territory. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such franchisee(s) or

licensee(s). If Franchisor purchases or acquires such businesses within the Development Territory which are not franchised or licensed, Franchisor may, in its sole discretion:

1. offer to sell any such businesses to Developer or to any third party at the business's fair market value to be operated as an Dental Support Plus™ Business; or

2. offer Developer the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.

v. to be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Development Territory;

vi. to provide the services and sell any products authorized for Dental Support Plus™ Businesses using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies, Internet sales and catalog sales; provided, however, that no such sales shall be made to any Competitive Business within the Development Territory;

vii. to engage in any activities not expressly forbidden by this Development Agreement; and/or

viii. to authorize the sale of additional single units or area developers within your protected non-exclusive territory to support the required minimum clients to be delivered to the partner dentist within said territory.

ARTICLE 3 - DEVELOPMENT FEE AND FRANCHISE FEES

Section 3.1 Franchise Fees

Simultaneously with the execution of this Development Agreement, Developer shall execute the Initial Franchise Agreement and shall pay a Franchise Fee of THIRTY THOUSAND DOLLARS ($30,000.00) for the first Dental Support Plus™ Business to be developed pursuant to this Development Agreement with no initial costs to develop two (2) additional Dental Support Plus Businesses within the first forty-eight (48) months, unless modified by the State Addendum attached. Developer shall execute Franchise Agreements for each additional Business when developed.

Section 3.2 Development Fee

Upon the execution of this Development Agreement, Developer shall not be required to pay any additional fees ("Development Fee").

ARTICLE 4 - DEVELOPMENT OF FRANCHISED BUSINESSS

Section 4.1 Minimum Development Obligation

Developer shall strictly follow the Development Schedule set forth in Exhibit I, as time is of the essence. By the dates set forth within the Development Schedule, Developer shall establish and operate Dental Support Plus™ Businesses in the number indicated in the Development Schedule. Developer shall at all times continuously maintain in operation, pursuant to each Franchise Agreement, at least the number of Dental Support Plus™ Businesses required to be operational at such time as set forth in the Development Schedule; provided, however, that such obligation does not apply to Dental Support Plus™ Businesses that are closed.

Section 4.2 Developer May Exceed Minimum Development Obligation

During the term of this Development Agreement, Developer may, subject to the terms and conditions of this Development Agreement, develop and operate more Dental Support Plus™ Businesses in the Development Territory than required by this Development Agreement; provided, however, Developer shall give Franchisor reasonable assurances Developer has the required skill, financial resources and managerial skills to perform its duties under this Development Agreement and each Franchise Agreement. Developer shall pay the full Franchise Fee for each additional Dental Support Plus™ Business developed in excess of the requirements of this Development Agreement, and Franchisor shall not credit any part of the Development Fee against the Franchise Fee for any additional Dental Support Plus™ Businesses.

Section 4.3 Exercise of Development Rights

Developer shall enter into a separate Franchise Agreement for each additional Dental Support Plus™ Business established pursuant to this Development Agreement. Upon approval or designation of the site by Franchisor, as provided in Section 5.1 of the Franchise Agreement, Franchisor shall deliver two (2) copies of the Franchise Agreement along with a copy of its then-current Disclosure Document, if required by law. Immediately upon receipt of the Disclosure Document, Developer shall return to Franchisor a signed copy of the Acknowledgment of Receipt of the Disclosure Document. After any applicable waiting periods have expired, Developer shall execute and deliver to Franchisor two (2) copies of the Franchise Agreement and shall pay the Franchise Fee, as provided in Section 3.1.

Section 4.4 Conditions Precedent to Franchisor's Obligation

Franchisor shall not execute the Franchise Agreement if:

(a) Developer is not in compliance with all, or is in default of any, of its obligations under this Development Agreement or any other agreement between Franchisor and Developer; or

(b) in the case of each then existing Franchise Agreement, Developer, as Franchisee, is not in compliance with all, or is in default of any, of its obligations under any Franchise Agreement. Franchisor and Developer shall execute the Franchise Agreement for each additional Dental Support Plus™ Business within thirty (30) days after the site has been approved by Franchisor as set forth in Section 5.1 of the Franchise Agreement (provided the lease for the approved site has been executed by lessor and Developer within the thirty [30] day period, if the Franchised business will be open to the public) but in no event later than the date stated in the Development Schedule that such Dental Support Plus™ Business must be established and operating.

Section 4.5 No Subfranchising by Developer

Developer has no right under this Development Agreement to sublicense, subfranchise, resell, or otherwise transfer any interest in any Franchised Businesses.

Section 4.6 Management Obligations

Each Dental Support Plus™ Business developed pursuant to this Agreement must always be under the direct full-time supervision of Developer (or if Developer is a business entity and not an individual, Developer's primary owner or an individual appointed by Developer and approved in writing by Franchisor). Developer (or Developer's primary owner or an individual appointed by Developer and approved in writing by Franchisor) must

devote his or her full-time efforts (at least 35 hours per week) to the management of the day-to-day operation of the Dental Support Plus™ Businesses developed pursuant to this Development Agreement.

ARTICLE 5 - TERM AND RIGHT OF FIRST REFUSAL

Section 5.1 Term

Unless sooner terminated in accordance with the terms of this Development Agreement, the term of this Development Agreement and all Development Rights granted herein to Developer shall expire on the last Opening Date as set forth in the Development Schedule. At the end of the term of this Development Agreement, the exclusive Development Rights with respect to the Development Territory will automatically terminate, and Developer shall have no right to renew or extend the term of this Development Agreement.

Section 5.2 Developer's Right of First Refusal

Following the expiration of this Development Agreement, Franchisor has the right to re-evaluate the prospects for the establishment of Dental Support Plus™ Businesses in the Development Territory. If Franchisor determines that the Development Territory can be further developed by opening additional Dental Support Plus™ Businesses in the Development Territory without having an unreasonably adverse effect on the Dental Support Plus™ Businesses already existing within the Development Territory, then during a one (1) year period beginning on the day after the Development Agreement expires, if Franchisor elects to further develop the Development Territory, Developer has the right to establish, own and operate any additional Dental Support Plus™ Business Franchisor proposes to locate within the Development Territory, provided Developer meets all other terms and conditions stated in this Section 5.2 and this Development Agreement. Franchisor shall give Developer written notice of its proposal to develop additional Dental Support Plus™ Businesses within the Development Territory and Developer shall have thirty (30) days to accept in writing Franchisor's proposal to own and operate such additional Dental Support Plus™ Businesses. Developer's ownership and operation of such additional Dental Support Plus™ Businesses shall be subject to the terms and conditions set forth in Franchisor's written proposal, which may vary in form and substance from the terms, conditions and economics set forth in this Development Agreement. If Developer fails to accept in writing Franchisor's written proposal within such thirty (30) day period (or if Developer fails to comply with the terms of the proposal), then Franchisor shall have the right to establish, own and operate, or license others to establish, own and operate, Dental Support Plus™ Businesses in the Development Territory.

ARTICLE 6 - MARKS AND CONFIDENTIAL INFORMATION

Section 6.1 No License Under Development Agreement

Notwithstanding any provision to the contrary under this Development Agreement, this Development Agreement does not grant Developer any right to use the Marks. The right to use the Marks may only be granted by the terms of a Franchise Agreement. Developer shall not use any Mark as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modifying words, terms, designs or symbols, or in any modified form, nor may Developer use any Mark in connection with any business or activity other than the business conducted by Developer pursuant to the Franchise Agreements or in any other manner not explicitly authorized in writing by Franchisor.

Section 6.2 Confidential Information

Except as hereinafter provided, Developer shall not, during the term of this Development Agreement or at any time thereafter, whether in person, in writing or through the Internet or online Social Media sites or applications, communicate, divulge or use for the benefit of any other person or entity, any Trade Secrets or Confidential Information which may be communicated to Developer or of which Developer may learn by virtue of Developer's activities under this Development Agreement. Developer may divulge Trade Secrets and Confidential Information only to such of its employees as deemed necessary by Developer. Developer shall require its employees and all other persons designated in the Franchise Agreement to execute Non-Disclosure and Non-Competition Agreements as required by Section 7.4 of the Initial Franchise Agreement.

ARTICLE 7 - TRANSFERABILITY OF INTEREST

Section 7.1 By Franchisor

This Development Agreement and all rights herein may be assigned and transferred by Franchisor and, if so, shall be binding upon and inure to the benefit of Franchisor's successors and assigns; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor herein, and Franchisor shall have no liability for the performance of any obligations contained in this Development Agreement after the effective date of such transfer or assignment.

Section 7.2 By Developer

If the Developer chooses to sell his Area Development Agreement to a third party Transferee, the Developer must adhere to the following covenants, acknowledgements, requirements and conditions:

i. The Development Rights set forth in this Development Agreement are personal to Developer and are granted in reliance upon the personal qualifications of Developer. Developer has represented, and hereby represents, it is entering into this Development Agreement with the intention of complying with its terms and conditions and not for the purpose of resale of the Development Rights;

ii. Developer, without Franchisor's prior written consent, shall not sell, assign, transfer, convey, give away or encumber any part of its interest in this Development Agreement, its interest in the Development Rights granted hereby, its interest in any entity that owns any interest in such rights, or any interest in Developer, and shall not offer, permit or suffer the same to be sold, assigned, transferred, conveyed, given away or encumbered in any way. Developer shall not, without the prior written consent of Franchisor, fractionalize any of the Development Rights granted pursuant to this Development Agreement. Any purported sale, assignment, transfer, conveyance, gift or encumbrance of any of Developer's rights herein not having Franchisor's prior written consent shall be null and void and shall constitute a material default of this Development Agreement;

iii. So long as Developer is in full compliance with this Development Agreement, and should Franchisor not elect to exercise its right of first refusal as provided in Section 7.4, Franchisor shall not unreasonably withhold its approval of an assignment or transfer to proposed assignees or Transferees if:

   a. Developer has complied with the requirements of Section 7.2;

   b. all obligations owed to Franchisor by Developer are fully paid and satisfied;

   c. Developer (and any transferring owners, if Developer is a business entity) has executed a mutual general release, in a form the same as or similar to the General Release attached to the Initial Franchise Agreement, of any and all claims against both parties, including its equity owners, officers, directors, managers, attorneys, agents, employees and others as set forth in the General Release, in their corporate and individual capacities, including modifying the General Release to include, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Development Agreement or to the transfer of Developer's interest herein or to the transfer of Developer's ownership of all or any part of the Development Rights; provided, however, that if a general release is prohibited, both parties shall give the maximum release allowed by law;

d. the prospective Transferee has satisfied Franchisor it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to determine Transferee's ability to carry out the obligations contained in the Development Agreement and in a franchise agreement;

e. the Transferee has executed a general release, in a form the same as or similar to the General Release attached to the Initial Franchise Agreement, of any and all claims against Franchisor and its equity owners, officers, directors, managers, attorneys, agents, employees and others as set forth in the General Release, in their corporate and individual capacities, including modifying the General Release to include any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the Transferee by Developer;

f. Developer has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Developer and the prospective Transferee relating to the intended sale, assignment, transfer, conveyance, gift or encumbrance of the Development Rights;

g. Developer, or the Transferee, has paid to Franchisor a transfer fee in the amount of Five Thousand Dollars ($5,000.00), plus CPI as published on the date of transfer for the first franchise unit transferred, plus One Thousand Dollars ($1,000.00), plus CPI as published on the date of transfer for each additional franchise unit transferred to the same Transferee. The CPI shall be per the United States Department of Labor, Bureau of Labor Statistics, or its replaced governmental agency;

h. the Transferee has agreed to be personally bound jointly and severally by all provisions of this Development Agreement for the remainder of its term and all holders of a legal or beneficial interest in the Transferee have agreed to personally guarantee jointly and severally the full performance thereof by Transferee;

i. The Transferee has agreed to be personally bound jointly and severally by all provisions of the existing franchise agreement(s), in place between Developer and Franchisor, and all holders of a legal or beneficial interest in the Transferee have agreed to personally guarantee jointly and severally the full performance thereof by the Transferee;

j. The Transferee has obtained all necessary consents and approvals by third parties and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied; and

k. Developer has, and if Developer is an entity, all of the holders of a legal and beneficial interest in Developer have, executed and delivered to Franchisor a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to the Initial Franchise Agreement.

Section 7.3 Public or Private Offerings

If Developer desires to make either a public or a private offering of its securities, prior to such offering and sale and prior to the public release of any statements, data or other information of any kind relating to the proposed offering of Developer's securities, Developer shall secure the written approval of Franchisor, which approval Franchisor shall be entitled to withhold in its sole discretion. Developer shall secure Franchisor's prior written approval of any and all press releases, news releases and any and all other publicity, the primary purpose of which is in the public interest in its offering. Only to the extent that written approval has been given by Franchisor may Developer proceed to file, publish, issue and release and make public any data, material or information regarding its securities offering. Any review by Franchisor is solely for its own information, and its approval shall not constitute any kind of authorization, acceptance, agreement, endorsement, approval or ratification of the same, either express or implied; and Developer shall make no oral or written notice of any kind whatsoever indicating or implying that Franchisor or its Affiliates have any interest in or relationship whatsoever to the proposed offering other than

Franchisor acting as Franchisor. Developer shall indemnify and hold harmless Franchisor and its Affiliates, and their owners, directors, officers, managers, members, attorneys, agents, employees, successors and assigns, from all claims, demands, costs, fees, charges, liabilities or expenses (including attorneys' fees) of any kind whatsoever arising from Developer's offering or information published or communicated and any actions taken with regard thereto.

Section 7.4 Franchisor's Right of First Refusal

If Developer or its owners shall at any time determine to sell, assign, transfer, convey, give away or encumber the Development Rights under this Development Agreement or any of their respective ownership interests in Developer, or any of Developer's assets (except in the ordinary course of business), Developer or its owners shall obtain a *bona fide*, executed written offer from a responsible and fully disclosed person or entity, as applicable, and shall submit an exact copy of such offer to Franchisor, and Franchisor shall, for a period of twenty-one (21) days from the date of delivery of such offer, have the right, exercisable by written notice to Developer, to purchase such interests for the price and on the terms and conditions contained in such offer; provided, however, Franchisor may substitute cash for any form of payment proposed in such offer and Franchisor shall have not less than sixty (60) days from the date of delivery of its written notice of intent to purchase to complete such purchase. Franchisor's credit shall be deemed at least equal to the credit of said person or entity, as applicable. If Franchisor does not exercise this right of first refusal, Developer may complete the sale of such interest, subject to Section 7.2. If such sale, assignment, transfer, conveyance, gift or encumbrance is not completed within one hundred and twenty (120) days after delivery of such offer to Franchisor, Franchisor shall again have the right of first refusal provided herein.

ARTICLE 8 - DEFAULT AND TERMINATION

Section 8.1 Termination Without Opportunity to Cure

Franchisor has the right to immediately terminate this Development Agreement by delivering a notice to Developer stating Franchisor elects to terminate this Development Agreement as a result of any of the breaches set forth below:

i. Developer makes or attempts to make an unauthorized sale, assignment, transfer, conveyance, gift or encumbrance of any part of its interest in this Development Agreement, its interest in the Development Rights granted hereby, its interest in any entity that owns any interest in such rights, or any interest in Developer;

ii. Developer has made any material misrepresentation or omission in its application for the Development Rights conferred by this Development Agreement;

iii. Developer is convicted of or pleads no contest to a felony or other crime or offense that may adversely affect the goodwill associated with the Marks;

iv. Developer makes any unauthorized use of the Marks or unauthorized use or disclosure of the Confidential Information;

v. Franchisor has delivered a notice of termination for a Franchise Agreement between Franchisor and Developer in accordance with its terms and conditions, or Developer has terminated a Franchise Agreement without cause; or

vi. Developer fails to meet or satisfy any timing requirement or deadline contained in the Development Schedule.

Section 8.2 Termination With Opportunity to Cure

If Developer fails to comply with any other provision of this Development Agreement, Franchisor may terminate this Development Agreement by delivering notice of termination to Developer stating the reason for termination, provided Developer shall have the right to cure a breach within thirty (30) days after delivery of Franchisor's notice of termination.

ARTICLE 9 - RIGHTS AND DUTIES ON TERMINATION OR EXPIRATION

Section 9.1 Loss of Development Rights

Upon termination of this Development Agreement, the Development Rights granted to Developer under this Development Agreement shall automatically terminate. Developer shall have no additional rights to establish or operate any Dental Support Plus™ Business for which a Franchise Agreement has not been executed by Franchisor and Developer. No default under this Development Agreement shall constitute a default under any Franchise Agreement between the parties, except to the extent that any default under this Development Agreement constitutes a default under any Franchise Agreement in accordance with the terms of the Franchise Agreement. Notwithstanding the above, the terms and conditions of each Franchise Agreement must be complied with by the Developer and shall control in determining whether any default exists under such Franchise Agreement.

Section 9.2 Amounts Owed to Franchisor

Developer shall immediately pay to Franchisor upon termination or expiration of the Development Agreement any amounts owed by Developer to Franchisor that are then unpaid, plus any interest due.

Section 9.3 Confidential Information

Upon termination or expiration of this Development Agreement, Developer and all of its employees, agents or other representatives shall immediately cease to use and shall maintain the absolute confidentiality of any Trade Secrets and Confidential Information disclosed or otherwise learned or acquired by Developer and shall not use such Trade Secrets and Confidential Information in any other business or venture.

Section 9.4 Covenant Not to Compete

During the term and after the termination of this Development Agreement, Developer and any beneficial owner of an interest in Developer shall be subject to all of the restrictive covenants set forth in Article 7 and Article 17 of the Initial Franchise Agreement, as applicable, which covenants by this reference are incorporated herein.

Section 9.5 Continuing Obligations

All obligations of Franchisor and Developer under this Development Agreement that expressly or by their nature survive the expiration or termination of this Development Agreement shall continue in full force and effect until they are satisfied in full or by their nature expire.

ARTICLE 10 - BENEFICIAL OWNERS OF DEVELOPER

Developer represents, and Franchisor enters into this Development Agreement in reliance upon such representation, that the individuals identified in Exhibit III as Holders of a Legal or Beneficial Interest are the sole holders of a legal or beneficial interest (in the stated proportions) of Developer.

ARTICLE 11 - RELATIONSHIP AND INDEMNIFICATION

Section 11.1 Relationship

This Development Agreement is purely a contractual relationship between the parties and does not appoint or make Developer an agent, legal representative, joint venturer, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Developer may not represent or imply to third parties that Developer is an agent of Franchisor, and Developer is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's

behalf. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt or any other obligation of Developer. In no event shall this Development Agreement or any conduct pursuant hereto make Franchisor a fiduciary with respect to Developer. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the development of any Dental Support Plus™ Business pursuant to this Development Agreement. Any third party contractors and vendors retained by Developer for remodeling or construction or any other purpose, are independent contractors of Developer alone.

Section 11.2 Standard of Care

This Development Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Development Agreement with respect to certain issues, whenever this Development Agreement requires Developer to obtain Franchisor's written consent or permits Developer to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Developer or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

Section 11.3 Indemnification

Developer shall hold harmless and indemnify Franchisor, its Affiliates, all holders of a legal or beneficial interest in Franchisor and/or its Affiliates, and all of Franchisor's and its Affiliates' officers, directors, executives, managers, partners, owners, members, employees, legal representatives, attorneys, agents, successors and assigns (collectively "Franchisor Indemnitees") from and against all losses, damages, fines, costs, expenses or liability (including attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, that arise from, are based upon or are related to Developer's (a) development, ownership or operation of any Dental Support Plus™ Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Development Agreement or any other agreement between Developer and Franchisor (or any of its Affiliates); (d) defamation of Franchisor or the System; (e) acts, errors or omissions by Developer or any of its partners, owners, members, officers, directors, managers, employees or agents, committed or incurred in connection with the development of Dental Support Plus™ Businesses, including any negligent or intentional acts or omissions; or (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Confidential Information. Franchisor's right to indemnity shall exist notwithstanding the fact joint or several liability may be imposed upon Franchisor by statute, ordinance, regulation or judicial or arbitral decision.

ARTICLE 12 - GENERAL CONDITIONS AND PROVISIONS

Section 12.1 Superiority of Franchise Agreement

Developer acknowledges that any and all Franchise Agreements executed in connection with an individual Dental Support Plus™ Business within the Development Territory are independent of this Development Agreement. The continued existence of any such Franchise Agreement shall not depend on the continuing existence of this Development Agreement. If any conflict shall arise in connection with this Development Agreement and any such Franchise Agreement, the latter shall have precedence and superiority over the former.

Section 12.2 No Waiver

No failure of Franchisor to exercise any power reserved to it herein, or to insist upon strict compliance by Developer with any obligation or condition herein, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Development Agreement. Waiver by Franchisor of any particular default by Developer shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Developer of any terms, covenants or conditions of this Development Agreement.

Section 12.3 Injunctive Relief and Specific Performance

As any breach by Developer of any of the restrictions or obligations contained in this Agreement would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, and/or specific performance with respect to such breach without the necessity of posting security or bond.

Section 12.4 Notices

All notices required or permitted under this Development Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director, manager or partner of the recipient party); (b) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (c) five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 12.4. All notices, payments and reports required by this Development Agreement shall be sent to Developer at the address set forth in the introductory paragraph of this Development Agreement and to Franchisor at the following addresses:

Dental Support Plus Franchise, LLC
Attn: Kent Maerki, President
8149 North 87th Street, Suite 137
Scottsdale, AZ 85258

With a copy to:

Lynne D. Shelton, Esquire
Shelton & Power, Franchise Attorneys At Law
202 Walton Way, Ste 192
Cedar Park, Texas 78613

Section 12.5 Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Developer of five percent (5%) or greater shall be required to execute, as of the date of this Development Agreement, the Guaranty and Assumption of Obligations attached as Exhibit II.

Section 12.6 Approvals

Whenever this Development Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor for its approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer or any third party, by providing any waiver, approval, advice, consent or services to Developer in connection with this Development Agreement, or by reason of any neglect, delay or denial of any request for approval.

Section 12.7 Entire Agreement

Subject to Section 12.7 of this Development Agreement, the Exhibits attached hereto and thus made a part hereof and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Developer concerning the subject matter hereof, and shall supersede all prior agreements. Except for any representation by Franchisor contained herein, no other representation, oral or otherwise, has induced Developer to execute this Development Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document. There are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or within the Initial Franchise Agreement which are of any force or effect with respect to the matters set forth in or contemplated by this Development Agreement or otherwise. No amendment, change or variance from this Development Agreement shall be binding on either party unless executed in writing by both parties.

Section 12.8 Severability and Modification

Except as noted below, each Section, paragraph, part, term and provision of this Development Agreement shall be considered severable. If any Section, paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, Sections, paragraphs, parts, terms and provisions of this Development Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid Sections, paragraphs, parts, terms or provisions shall be deemed not part of this Development Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Development Agreement, Franchisor has the right to, at its option, terminate this Development Agreement.

Notwithstanding the above, each of the covenants contained in Article 6, and Article 9 shall be construed as independent of any other covenant or provision of this Development Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Confidential Information or on competition to the maximum extent permitted by law.

Section 12.9 Construction

All captions herein or in the Exhibits attached hereto and thus made a part hereof, are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof or thereof. Should any provision of this Development Agreement require interpretation or construction, it is agreed by the Franchisor and Developer the court, administrative body or other person or entity interpreting or construing this Development Agreement shall not apply a presumption the provisions hereof shall be more strictly construed against the Franchisor by reason of the rule of construction that a document is to be construed more strictly against the person or entity who, or through its agent, prepared same.

Section 12.10 Force Majeure

Whenever a period of time is provided in this Development Agreement for either party to perform any act, except pay monies to Franchisor, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Development Agreement.

Section 12.11 Timing

Time is of the essence. Except as set forth in Section 12.10, failure to perform any act within the time required or permitted by this Development Agreement, shall be a material breach.

Section 12.12 Further Assurances

Each party to this Development Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Development Agreement.

Section 12.13 Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Development Agreement is intended, nor shall be deemed, to confer upon any person or entity other than Franchisor or Developer, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

Section 12.14 Multiple Originals

Both parties shall execute multiple copies of this Development Agreement and each executed copy shall be deemed an original.

ARTICLE 13 - DISPUTE RESOLUTION

Section 13.1 Choice of Law

Except to the extent this Development Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Development Agreement shall be governed by and construed in accordance with the laws of the State of Arizona (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law, as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

Section 13.2 Consent to Jurisdiction

Claims for injunctive relief or specific performance may be brought by Franchisor where Developer is located.

Section 13.3 Rights and Remedies

Nothing contained herein shall bar Franchisor's right to obtain injunctive relief or specific performance against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions. Developer's rights and remedies regarding Franchisor's breach of this Development Agreement are as set forth in this Development Agreement.

Section 13.4 Limitations of Claims

Any claim concerning the Franchised Business or this Development Agreement or any related agreement will be barred unless an action relating to the ownership of any of Franchisor's Marks, or for injunctive relief, specific performance or non-binding mediation, as set forth in this Agreement, is commenced within one (1) year from the date on which Developer or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

Section 13.5 Limitation of Damages

Developer and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other. Developer waives and disclaims any right or claim to consequential damages in any action or claim against Franchisor concerning this Development Agreement or any related agreement. In any claim or action brought by Developer against Franchisor concerning this Development Agreement, Developer's damages shall not exceed an amount greater than Developer's Development Fee.

Section 13.6 Waiver of Jury Trial

DEVELOPER AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM RELATING TO THE OWNERSHIP OF ANY OF FRANCHISOR'S MARKS OR THE UNAUTHORIZED USE OR DISCLOSURE OF FRANCHISOR'S TRADE SECRETS OR CONFIDENTIAL INFORMATION OR FOR INJUNCTIVE RELIEF OR SPECIFIC PERFORMANCE.

Section 13.7 Mediation

Except for actions or claims for injunctive relief or specific performance or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, all claims, disputes and other matters in question between Franchisor and Franchisee arising out of or relating to this Agreement, the business relationship or any other agreement shall be resolved by non-binding mediation before the Center for Public Resources -- National Franchise Mediation Program, FAM, or another mutually agreeable mediator. Notwithstanding the above, the following shall not be subject to mediation:

- **(i) disputes and controversies arising from the Sherman Act, the Clayton Act or any other Federal or state antitrust law;**
- **(ii) disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of the Proprietary Marks or any other trademarks;**
- **(iii) disputes and controversies relating to actions to obtain possession of the premises of the Business under lease or sublease.**

Both parties will sign a confidentiality agreement reasonably satisfactory to Franchisor. Upon submission, the obligation to attend mediation in the county and state designated by Franchisor (currently Maricopa County, Arizona) is binding on both parties. Each party will bear his, her or its own costs for the mediation, except the mediation fee and the fee for the mediator will be split equally.

To initiate mediation, either Franchisor or Developer shall appoint one mediator and after appointment of the mediator, shall notify in writing the other of such appointment and the name of and the contact information for the mediator within three (3) business days after selection of said mediator. The mediation shall be conducted in Maricopa County, Arizona as directed by the sole mediator. If an agreement is reached between the parties, then the signed award of the mediator shall be final and binding upon Franchisor and Developer and any other party to the mediation. Judgment may be entered upon the award of the mediator in any court having competent jurisdiction.

Developer acknowledges it has read the terms of this non-binding mediation provision and affirms each provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

ARTICLE 14 - ACKNOWLEDGMENTS

Section 14.1 Receipt of this Development Agreement and the Franchise Disclosure Document

Developer represents and acknowledges it has received, read and understands this Development Agreement and Franchisor's Franchise Disclosure Document, and Franchisor has accorded Developer ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Development Agreement. Developer represents and acknowledges it has received an exact copy of this Development Agreement and its Exhibits fully executed except for signatures or personal information, prior to the date on which this Development Agreement was executed. Developer further represents and acknowledges it has received, at least fourteen (14) calendar days prior to the date on which this Development Agreement was executed, the Disclosure Document required by the 2007 Amendment to the Federal Trade Commission Rule entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

Section 14.2 Consultation by Developer

Developer represents it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Development Agreement, the business franchised hereby and the prospects for that business. Developer represents it has either consulted with such advisors or has deliberately declined to do so.

Section 14.3 True and Accurate Information

Developer represents all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Developer acknowledges Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

Section 14.4 Risk

Developer represents it has conducted an independent investigation of the business contemplated by this Development Agreement and acknowledges, like any other business, an investment in this Development Agreement and/or a Dental Support Plus™ Business(s) involves business risks and the success of the venture(s) is dependent, among other factors, upon the business abilities and efforts of Developer. Franchisor makes no representations or warranties, express or implied, in this Development Agreement or otherwise, as to the potential success of the business venture(s) contemplated hereby.

Section 14.5 No Guarantee of Success

Developer represents and acknowledges it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of any Dental Support Plus™ Business to be developed pursuant to this Development Agreement. Developer represents and acknowledges there have been no representations by Franchisor's owners, members, managers, directors, employees, attorneys or agents that are not contained in, or are inconsistent with, the statements made in the Initial Franchise Agreement or this Development Agreement.

Section 14.6 No Violation of Other Agreements

Developer represents its execution of this Development Agreement will not violate any other agreement or commitment to which Developer or any holder of a legal or beneficial interest in Developer is a party.

Section 14.7 Independent Obligations

Each obligation or other provision contained in this Development Agreement shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent on any other provisions of this Development Agreement, unless expressly so provided. If any party has breached any obligation or other provision contained in this Agreement in any respect, the fact there exists another obligation or provision relating to the same subject matter (regardless of the relative levels of specificity), which the party has not breached shall not detract from or mitigate the fact the party is in breach of the first obligation or other provision contained in this Development Agreement.

Section 14.8 Gender

Whenever the context of this Development Agreement requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed and delivered this Development Agreement as the parties last and final Agreement, any representations or oral discussion which are not contained in this Development Agreement, are hereby expressly forever disclaimed as of the Effective Date.

DENTAL SUPPORT PLUS FRANCHISE, LLC

By:_____

Print Name: Kent Maerki

Title: President

DEVELOPER: _____

By:_____

Print Name: _____

Title: _____

[or, if an Individual]

Signed: _____

Print Name: _____

AREA DEVELOPMENT AGREEMENT ACKNOWLEDGMENTACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20___, by, _____ who personally appeared before me at the time of notarization.

NOTARY PUBLIC - STATE OF _____

My Commission Expires:

sign _____

print _____

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

AREA DEVELOPMENT AGREEMENT ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 20___, by, Kent Maerki, who personally appeared before me at the time of notarization.

NOTARY PUBLIC - STATE OF _____

My Commission Expires:

sign _____

print _____

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

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EXHIBIT I TO THE
AREA DEVELOPMENT AGREEMENT

Developer agrees that they shall be opened for business within the Granted Territory by the date indicated in Column III below and operating at all times thereafter during the term of this Agreement not less than the cumulative minimum number of Dental Support Plus Units listed in Column IV of this Exhibit I.

"Effective Date" of Execution _____/_____/_____

I Unit Sequence	II Fee Paid to Franchisor Per unit for Area Development Rights	III Latest date for Commencement of Each such unit	IV Cumulative Minimum Number of units In Operation

SAMPLE DEVELOPMENT SCHEDULE

Developer agrees that they shall be opened for business within the Granted Territory by the date indicated in Column III below and operating at all times thereafter during the term of this Agreement not less than the cumulative minimum number of Dental Support Plus Units listed in Column IV of this Exhibit I:

"Effective Date" of Execution: ____/_____/_____

I Unit Sequence	II Fee Paid to Franchisor Per unit for Area Development Rights	III Latest date for Commencement of Each such unit	IV Cumulative Minimum Number of units In Operation
1st Unit	$30,000	December 31, 2010	1
2nd Unit	$0	December 31, 2012	2
3rd Unit	$0	December 31, 2014	3
4th Unit	$30,000	December 31, 2015	4
5th Unit	$0	December 31, 2016	5
6th Unit	$0	December 31, 2017	6

EXHIBIT II TO THE AREA DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20_____, by _____

_____

_____.

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement of even date herewith ("Agreement") by Dental Support Plus Franchise, LLC ("Franchisor"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Developer") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) shall personally be bound by, and personally liable for the breach of each and every provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right he may have to require that an action be brought against Developer or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (a) his direct and immediate liability under this Guaranty shall be joint and several; (b) he shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Developer or any other person; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

Each of the undersigned further consents and agrees it shall be a party to any of the actions or claims between Franchisor and Developer for injunctive relief or specific performance or relating to the ownership of any of Franchisor's Marks or the unauthorized use or disclosure of Franchisor's Trade Secrets or Confidential Information, or which are to be resolved by non-binding mediation as set forth in the Agreement. Each of the undersigned also agrees to be personally bound by the waiver of jury trial as set forth in Section 23.6 of the Initial Franchise Agreement.

Whenever the context of this Guaranty requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural.

Capitalized terms not defined herein shall have the meaning set forth in the Area Development Agreement or the Initial Franchise Agreement.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by each of the undersigned, intending to be legally bound hereby, on the date set forth in the introductory paragraph of this Guaranty.

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:__%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:__%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:__%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:_____%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:__%

PERSONAL GUARANTOR

_____
Personally and Individually (Printed Name)

_____
Personally and Individually (Signature)
HOME ADDRESS

TELEPHONE NO.:_____
PERCENTAGE OF OWNERSHIP IN FRANCHISEE:_____%

*** NOTE ALL OWNERS OF 5% OR MORE INTEREST IN THE LEGAL ENTITY MUST FILL OUT THIS PAGE.**

EXHIBIT III TO THE AREA DEVELOPMENT AGREEMENT

ALL HOLDERS OF 5% OR MORE LEGAL OR BENEFICIAL INTEREST IN DEVELOPER; OFFICERS, DIRECTORS AND MANAGERS

Holders of Legal or Beneficial Interest:

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Officers, Directors and Managers:

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

Name: _____
Position/Title: _____
Home Address:

Telephone No.: _____
E-mail address: _____
Percentage of ownership: _____%

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EXHIBIT IV TO THE AREA DEVELOPMENT AGREEMENT

STATE ADDENDUM

To Avoid Duplication in the Disclosure Document These Are Located At

Exhibit G to the Franchise Disclosure Document

On The Execution Copy the Applicable State Addendum Will Be

Located At This Exhibit IV to the Area Development Agreement

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EXHIBIT G
TO FRANCHISE DISCLOSURE DOCUMENT
DENTAL SUPPORT PLUS FRANCHISE, LLC
MULTI-STATE ADDENDUMS

STATE ADDENDUMS

(ADDITIONAL INFORMATION REQUIRED BY CERTAIN STATES)

ADDENDA REQUIRED BY THE STATE OF CALIFORNIA

ADDENDUM REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code 31000-31516, and the California Franchise Relations Acts, Cal. Bus. & Prof. Code 20000-20043, the Franchise Disclosure Document for Dental Support Plus Franchise, LLC for use in the State of California shall be amended as follows:

1. The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document;

2. Section 31125 of the California Corporation Code requires us to give you a disclosure document in a form approved by the Department of Corporations before asking you to consider a material modification of an existing Franchise Agreement;

3. The franchise agreement requires you to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043);

4. California Business and Professions Code, Sections 20000 through 20043 provide rights to you 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;

5. 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.);

6. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law;

7. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable;

8. The Franchise Agreement requires application of the laws and forum of the State of Arizona. This provision may not be enforceable under California law;

9. The Franchise Agreement requires non-binding mediation. The mediation will occur only in the State of Arizona. Costs will be borne by you. This provision may not be enforceable under California law;

10. Neither Dental Support Plus Franchise, LLC, *any* person or franchise broker in Item 2 of the UFDD is subject to any currently effective order or any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15. U.S.C.A. 78a *et. seq.,* suspending or expelling these persons from membership in such association or exchange; and

11. If you are not approved as a Franchisee due to background checks or if you cannot finalize the funding of your franchise system, we will refund you the entire deposit.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:

By: _____

Print Name: _____

Title: _____

Dental Support Plus Franchise, LLC:

By: _____

Print Name: Kent Maerki

Title: President

ATTEST/WITNESS:

By: _____

Print Name: _____

Title: _____

FRANCHISEE / DEVELOPER:

By: _____

Print Name: _____

Title: _____

ADDENDA REQUIRED BY THE STATE OF CONNECTICUT

ADDENDUM REQUIRED BY THE STATE OF CONNECTICUT

In recognition of the requirements of the Connecticut Business Opportunity Investment Act, Sections 36(b)-60 *et seq* and Conn. Gen. Stat. Ann. 42-133(e) to 42-133(h), the Franchise Disclosure Document for Dental Support Plus Franchise, LLC, for use in the State of Connecticut shall be amended as follows:

1. The Connecticut statute 42-133(f) requires that a copy of the franchisor's Intent not to renew be given six months prior to the expiration of the current Franchise Agreement, unless the alleged grounds are for voluntary abandonment by the franchisee of the franchise relationship;

2. Pursuant to Connecticut statute 42-133(f)(c) upon termination of any franchise the franchisee shall be allowed fair and reasonable compensation by the franchisor for the franchisee's inventory, supplies, equipment and furnishings purchased by the franchisee from the franchisor or its approved sources under the terms of the franchise or any ancillary or collateral agreement; however no compensation shall be allowed for personalized items which have no value to the franchisor;

3. No franchise entered into or renewed shall be for a term of less than three years and for successive terms of not less than three years thereafter unless cancelled, terminated or not renewed; and

4. Any waiver of the rights of a franchisee under sections 42-133(f) or 42-133(g) which is contained in the Franchise Agreement shall be void.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

ADDENDA REQUIRED BY THE STATE OF HAWAII

ADDENDUM REQUIRED FOR HAWAII

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E *et seq.* the Franchise Disclosure Document for Dental Support Plus Franchise, LLC, is amended as follows:

1. These franchises have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation of endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete and not misleading;

2. The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee, or subfranchisor at least seven days prior to the execution by the prospective franchisee, of any binding franchise or other agreement, or at least seven days prior to the payment of any consideration by the franchisee, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise;

3. The Hawaii Franchise Investment Law provides rights to Franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Agreement, and more specifically Articles 4, 16, 17 and 18 contain a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control;

4. Articles 4 and 18 require Franchisee to sign a general release as a condition of renewal and transfer of the franchise; such release shall exclude claims arising under the Hawaii Franchise Investment Law;

5. Section 16.2, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*);

6. This Disclosure Document contains a summary only of certain material provisions of the franchise Agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the Franchisor and the Franchisee; and

7. Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

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IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:

By: _____

Print Name: _____

Title: _____

Dental Support Plus Franchise, LLC:

By: _____

Print Name: Kent Maerki

Title: President

ATTEST/WITNESS:

By: _____

Print Name: _____

Title: _____

FRANCHISEE / DEVELOPER:

By: _____

Print Name: _____

Title: _____

ADDENDA REQUIRED BY THE STATE OF ILLINOIS

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, III. Comp. Stat. 705/1 to 705/44 the Franchise Disclosure Document for Dental Support Plus Franchise, LLC, for use in the State of Illinois shall be amended to include the following:

Cover Page & Item 17, Additional Disclosures. The following statements are added to the cover page and Item 17:

The Illinois Franchise disclosure Act provides that any provision in the Franchise Agreement or the Area Development Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under the Illinois Franchise Disclosure Act.

Each provision of the Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987, with respect to such provision, are met independently, without reference to this Addendum. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

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AMENDMENT TO THE DENTAL SUPPORT PLUS FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

This Amendment to the DSP Franchise Agreement dated _____ between Dental Support Plus Franchise, LLC, ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; b) Franchisee is a resident of the State of Illinois; and/or c) the franchise will be located or operated in the State of Illinois.

2. Section 22.6 is deleted and replaced with the following:

   This Agreement, the documents referred to herein, and the Exhibits hereto constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements, no other representations (except for or other than those contained in the disclosure document) having induced Franchisee to execute this Agreement.

3. The following sentence is added to the end of Section 23.1:

   Notwithstanding the foregoing, the Illinois Franchise Disclosure Act shall govern this Agreement.

4. The following sentence is added to the end of Section 23.2:

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in this Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

5. The following sentence is added at the end of Section 23.4:

   Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation; 1 year after Franchisee becomes aware of the underlying facts or circumstances; or 90 days after delivery to Franchisee of a written notice disclosing the violation.

6. The following sentence is added to the end of Section 23.2:

   Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

7. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:

By: _____

Print Name: _____

Title: _____

Dental Support Plus Franchise, LLC:

By: _____

Print Name: Kent Maerki

Title: President

ATTEST/WITNESS:

By: _____

Print Name: _____

Title: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

AMENDMENT TO THE DENTAL SUPPORT PLUS AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF ILLINOIS

This Amendment to the DSP Area Development Agreement dated _____ between Dental Support Plus Franchise, LLC, ("Franchisor") and _____ ("Developer") is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Area Development Agreement. This Amendment is being executed because: a) the offer or sale of the franchise area to Developer was made in the State of Illinois; b) Developer is a resident of the State of Illinois; and/or c) the Territory within the Area Development Agreement will be located or operated in the State of Illinois.

2. Section 12.7 is deleted and replaced with the following:

   This Agreement, the documents referred to herein, and the Exhibits hereto constitute the entire, full and complete agreement between Franchisor and Developer concerning the subject matter hereof and shall supersede all prior agreements, no other representations (except for or other than those contained in the disclosure document) having induced Developer to execute this Agreement.

3. The following sentence is added to the end of the Section 13.1:

   Notwithstanding the foregoing, the Illinois Franchise Disclosure Act shall govern this Agreement.

4. The following sentence is added to the end of Section 13.2:

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in this Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

5. The following sentence is added at the end of Section 13.4:

   Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation; 1 year after Developer becomes aware of the underlying facts or circumstances; or 90 days after delivery to Developer of a written notice disclosing the violation.

6. The following sentence is added to the end of Section 13.2:

   Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any Developer to waive compliance with any provision of the Act is void.

7. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Area Development Agreement.

8. Except as expressly modified by this Amendment, the Area Development Agreement remains unmodified and in full force and effect.

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IN WITNESS WHEREOF, Developer and Franchisor have executed this Amendment to the Area Development Agreement in duplicate simultaneously with the execution of the Area Development Agreement.

ATTEST:

By: _____

Print Name: _____

Title: _____

Dental Support Plus Franchise, LLC:

By: _____

Print Name: Kent Maerki

Title: President

ATTEST/WITNESS:

By: _____

Print Name: _____

Title: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

ADDENDA REQUIRED BY THE STATE OF INDIANA

ADDENDUM REQUIRED BY THE STATE OF INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document for Dental Support Plus Franchise, LLC for use in the State of Indiana shall be amended as follows:

1. The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action arising under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act and prohibits limiting litigation brought for breach of the agreement in any manner whatsoever;
2. Item 12, "Territory," shall be amended by the addition of the following paragraph: We will not compete unfairly with you within a reasonable area;
3. The Indiana Deceptive Franchise Practices Act makes it unlawful to require a Franchisee to covenant not to compete with Dental Support Plus Franchise, LLC for a period longer than three (3) years or in an area of reasonable size upon termination of or failure to renew the franchise;
4. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Disclosure Document;
5. Item 17p (your death or disability) of the Disclosure Document and Sections 16.2 and 18.6 of the Franchise Agreement is amended to provide for a period of 180 days following disapproval to sell the Dental Support Plus Franchise, LLC franchise to an assignee acceptable to Dental Support Plus Franchise, LLC; and
6. Item 17v (choice of forum) of the Disclosure Document and Section 23.2 of the Franchise Agreement (Exhibit G) is amended to provide that litigation may occur in the State of Indiana.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

ADDENDA REQUIRED BY THE STATE OF MARYLAND

ADDENDUM REQUIRED BY THE STATE OF MARYLAND

Item 5 Additional Disclosure. The following statement is added to Item 5:

All initial fees and payment paid under the franchise agreement shall be deferred until such time as the franchisor completes its initial obligations and the first out opens.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The franchise agreements provide for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law.

Item 17(c) is amended to include: The General Release required as a condition of renewal, sale, and/or assignment/transfer *shall not apply* to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17(v) is amended to include: A franchisee in Maryland may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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AMENDMENT TO THE DENTAL SUPPORT PLUS FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

This Amendment to the DSP Franchise Agreement dated _____ between Dental Support Plus Franchise, LLC, ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; b) Franchisee is a resident of the State of Maryland; and/or c) the franchise will be located or operated in the State of Maryland.

2. The following sentence is added to the end of the Franchise Fee definition in Article 1:

   All initial fees and payment paid under the franchise agreement shall be deferred until such time as the franchisor completed its initial obligations.

3. The following sentence is added to the end of Transfer by Franchisee to a Third Party, Section 18.2:

   The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is added to the end of Transfer to a Controlled Entity, Section 18.3:

   This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. The following sentence is added to the end of Consent to Jurisdiction, Section 23.2:

   A Franchisee in Maryland may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The following sentence is added at the end of Limitations of Claims, Section 23.4:

   Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

7. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

8. All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of any liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

9. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:

By: _____

Print Name: _____

Title: _____

Dental Support Plus Franchise, LLC:

By: _____

Print Name: Kent Maerki

Title: President

ATTEST/WITNESS:

By: _____

Print Name: _____

Title: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

AMENDMENT TO THE DENTAL SUPPORT PLUS AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MARYLAND

This Amendment to the DSP Area Development Agreement dated _____ between Dental Support Plus Franchise, LLC, ("Franchisor") and _____ ("Developer") is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Area Development Agreement. This Amendment is being executed because: a) the offer or sale of the franchise area to Developer was made in the State of Maryland; b) Developer is a resident of the State of Maryland; and/or c) the Territory within the Area Development Agreement will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Transferability of Interest By Developer, Section 7.2:

   This Section is not intended to, nor shall it act as a, release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Public or Private Offerings, Section 7.3:

   This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. The following sentence is added to the end of Consent to Jurisdiction, Section 13.2:

   A Developer in Maryland may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following sentence is added at the end of Limitations of Claims, Section 13.4:

   Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the Developer franchise.

6. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Area Development Agreement.

7. Except as expressly modified by this Amendment, the Area Development Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Developer and Franchisor have executed this Amendment to the Area Development Agreement in duplicate simultaneously with the execution of the Area Development Agreement.

ATTEST:

By: _____

Print Name: _____

Title: _____

Dental Support Plus Franchise, LLC:

By: _____

Print Name: Kent Maerki

Title: President

ATTEST/WITNESS:

By: _____

Print Name: _____

Title: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

ADDENDA REQUIRED BY THE STATE OF MICHIGAN

ADDENDUM REQUIRED BY THE STATE OF MICHIGAN

In recognition of the requirements of the Michigan Franchise Investment Law, which prohibits certain unfair provisions that are sometimes in franchise documents, if any of the below provisions are contained within the Franchise Disclosure Document for Dental Support Plus Franchise, LLC, for use in the State of Michigan those provisions are void and cannot be enforced against you:

1. A prohibition of your right to join an association of Franchisees;

2. A requirement that you assent to a release, assignment, novation, waiver or estoppel that deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims;

3. A provision that permits us to terminate a franchise prior to the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure;

4. A provision that permits us to refuse to renew a franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials that have no value to us and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (a) the term of the franchise is less than 5 years, and (b) you are prohibited by the franchise agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise;

5. A provision that permits us to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision;

6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration or litigation, to conduct arbitration or litigation at a location outside this state;

7. A provision that permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

a. The failure of the proposed Transferee to meet our then-current reasonable qualifications or standards;

b. The fact that the proposed Transferee is our or subfranchisor's competitor;

c. The unwillingness of the proposed Transferee to agree in writing to comply with all lawful obligations;

d. Your or proposed Transferee's failure to pay us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer;

8. A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in subdivision (C);

9. A provision that permits us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services;

10. If our most recent financial statements are unaudited and show a net worth of less than $100,000.00, you may request that we arrange for the escrow of initial investment and other funds you paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow; and

11. THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENFORCEMENT BY THE ATTORNEY GENERAL. Any questions regarding this notice should be directed to: State of Michigan, Consumer Protection Division, Attention: Franchise Bureau, 670 Law Building, Lansing, MI 48913, (517) 373-7117.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

ADDENDA REQUIRED BY THE STATE OF MINNESOTA

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules 2860.0100 through 2860.9930, the Franchise Disclosure Document for Dental Support Plus Franchise, LLC, for use in the State of Minnesota shall be amended as follows:

1. Minnesota Statute 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction;

2. With respect to franchises governed by Minnesota law, the Dental Support Plus Franchise, LLC will comply with Minnesota Statutes Sec. 80C.14, Subs, 3,4, and 5 which require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement;

3. Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22; and

4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this Addendum to the Disclosure Document.

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AMENDMENT TO THE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

This Amendment to the DSP Franchise Agreement dated _____ between Dental Support Plus Franchise, LLC, ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; b) Franchisee is a resident of the State of Minnesota; and/or c) the franchise will be located or operated in the State of Minnesota.

2. Section 22.6 is deleted and replaced with the following:

   This Agreement, the documents referred to herein, and the Exhibits hereto constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements, no other representations (except for or other than those contained in the disclosure document) having induced Franchisee to execute this Agreement.

3. The following sentence is added to the end of Section 23.1:

   Notwithstanding the foregoing, the Minnesota Franchise Act shall govern this Agreement.

4. The following sentence is added to the end of Section 18.2:

   Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01-80C.22.

5. The following sentence is added to the end of Sections 16.2 and 18.2:

   With respect to franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statutes Sec. 80C.14, Subs, 3,4, and 5 which require, (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

6. The following sentence is added at the end of Section 18.2:

   Under Minnesota Rule 2860.4400J, certain liquidated damages clauses are unenforceable.

7. The following sentence is added to the end of Section 23.2:

   Minnesota Statute §80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Agreement can abrogate or reduce Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

8. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

9. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Franchisee and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**
ATTEST/WITNESS:	**FRANCHISEE:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

AMENDMENT TO THE AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

This Amendment to the DSP Area Development Agreement dated _____ between Dental Support Plus Franchise, LLC, ("Franchisor") and _____ ("Developer") is entered into simultaneously with the execution of the Area Development Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Area Development Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Developer was made in the State of Minnesota; b) Developer is a resident of the State of Minnesota; and/or c) the franchise will be located or operated in the State of Minnesota.

2. Section 12.7 is deleted and replaced with the following:

   This Developer Agreement, the documents referred to herein, and the Exhibits hereto constitute the entire, full and complete agreement between Franchisor and Developer concerning the subject matter hereof and shall supersede all prior agreements, no other representations (except for or other than those contained in the disclosure document) having induced Developer to execute this Agreement.

3. The following sentence is added to the end of Section 13.1:

   Notwithstanding the foregoing, the Minnesota Franchise Act shall govern this Agreement.

4. The following sentence is added to the end of Section 7.2:

   Notwithstanding the foregoing, Developer will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01-80C.22.

5. The following sentence is added to the end of Articles 7 and 8:

   With respect to franchises governed by Minnesota law, the Franchisor will comply with Minnesota Statutes Sec. 80C.14, Subs, 3,4, and 5 which require, except in certain specified cases, that a Developer be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Area Development Agreement.

6. The following sentence is added at the end of Section 8.1:

   Under Minnesota Rule 2860.4400J, certain liquidated damages clauses are unenforceable.

7. The following sentence is added to the end of Section 13.2:

   Minnesota Statute §80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Area Development Agreement can abrogate or reduce Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

8. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Area Development Agreement.

9. Except as expressly modified by this Amendment, the Area Development Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, Developer and Franchisor have executed this Amendment to the Area Development Agreement in duplicate simultaneously with the execution of the Area Development Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**
ATTEST/WITNESS:	**DEVELOPER:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

ADDENDA REQUIRED BY THE STATE OF NEW YORK

AMENDMENT TO THE FRANCHISE AGREEMENT AND THE AREA DEVELOPMENT AGREEMENT REQUIRED BY THE STATE OF NEW YORK

This Amendment to the DSP Franchise Agreement dated _____ between Dental Support Plus Franchise, LLC, ("Franchisor") and _____ ("Franchisee or Developer") is entered into simultaneously with the execution of the Franchise Agreement and/or the Area Development Agreement.

In recognition of the requirements of the General Business Law of the State of New York, Article 3, Section 687 and Article 33, Sections 680-695, and the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Franchise Disclosure Document for Dental Support Plus Franchise, LLC, for use in the State of New York shall be amended as follows:

1. Dental Support Plus Franchise, LLC may, if it chooses, negotiate with you about items covered in the prospectus. However, Dental Support Plus Franchise, LLC cannot use the negotiating process to prevail upon a prospective Franchisee to accept terms which are less favorable than those set forth in this prospectus.
2. Item 3, Additional Disclosure. The following is added to the end of Item 3:

   Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

   Neither we, nor any of our predecessor or affiliates nor any person named in Item 2 in this Disclosure Document has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of a misdemeanor conviction or pleaded *nolo contendere* to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involve violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

   Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practices law as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, Additional Disclosure. The following is added to the end of Item 4:

   Except as described above, neither we nor any of our predecessors, affiliates, or officers, during the ten (10) year period immediately preceding the date of this Disclosure Document, been adjudged bankrupt or reorganized due to insolvency or was a principal officer of any company or a general partner in any partnership that was adjudged bankrupt or reorganized due to insolvency during or within one (1) year after the period that such officer or general partner of the Franchisor held such position in such company or partnership, nor has any such bankruptcy or reorganization proceeding been commenced.

4. Item 5, Additional Disclosure. The following is added to the end of Item 5:

   The initial franchise fee in Item 5 of the Disclosure Document is part profit to Franchisor and said fee is also applied to: Costs and expenses incurred in the assistance and supervision furnished by Franchisor to Franchisee in the opening of Franchisee's franchise unit and the day-to-day operations of same; legal fees, accounting fees, and other costs and expenses incurred in complying with federal, state and local disclosure, registration and franchise related laws, rules and regulations; Franchisor's employee salaries and fringe benefits; costs and expenses incurred by Franchisor in the registration, enforcement and protection of all of the Marks and the rights of Franchisee to use the same.

5. Item 7, Additional Disclosure. The following is added to the end of Item 7:

   THERE ARE NO OTHER DIRECT OR INDIRECT PAYMENTS TO DENTAL SUPPORT PLUS IN CONJUNTION WITH THE PURCHASE OF THE FRANCHISE.

6. Item 9, Additional Disclosure. The following is added to the end of Item 9:

   Dental Support Plus Franchise, LLC imposes no further restrictions or conditions on the purchasing, leasing, or renting of goods or services by you.

7. Item 14, Additional Disclosure. The following is added to the end of Item 14 under the subheading Manual:

   Any revisions to the Manuals will not unreasonably affect your obligations, including economic requirements, under the Franchise Agreement.

8. Item 15, Additional Disclosure. The following is added to the end of Item 15:

   There is no specific amount of equity interest that the Representative must own.

9. Item 17, Additional Disclosure. The following is added to the end of Item 17:

   Dental Support Plus Franchise, LLC will not assign its rights under the Franchise Agreement or the Area Development Agreement except to an assignee who in Dental Support Plus Franchise, LLC good faith and judgment is willing and able to assume DSP Franchise Development's obligations under the Franchise Agreement and the Area Development Agreement.

   Notwithstanding Item 17(d) of the Disclosure Document, New York provides that Franchisee may terminate the Agreement upon valid legal grounds.

   The New York General Business Law requires that New York law govern any cause of action which arises under the New York General Business Law.

   The New York General Business Law, Article 33, Sections 680 through 695 may supercede any provision of the Franchise Agreement or the Area Development Agreement.

   You must sign a general release when you enter the Area Development Agreement and the Franchise Agreement and if you transfer your franchise. These provisions may not be enforceable under New York law.

   The New York General Business Law requires that Dental Support Plus Franchise, LLC make proper proofs to the appropriate authority prior to that authority granting to Dental Support Plus Franchise, LLC injunctive relief under the Area Development Agreement or the Franchise Agreement.

   You may terminate the Area Development Agreement and the Franchise Agreement upon any grounds available by law.

10. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the General Business Law of the State of New York, Article 3, Section 687 and Article 33, Sections 680-695, and the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, are met independently without reference to this Addendum to the Disclosure Document. The Additional Disclosures shall have no force or effect is such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

ADDENDA REQUIRED BY THE STATE OF NORTH DAKOTA

ADDENDUM REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code 51-19-01 through 51-19-17, and the policies of the Office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Dental Support Plus Franchise, LLC for use in the State of North Dakota shall be amended as follows:

1. Item 17(r), (non-competition covenants), of the Disclosure Document, Sections 2.5, and 17.2 and Exhibit 2 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which the Franchisee must agree. The Securities Commissioner of the State of North Dakota has held that covenants restricting competition, contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Covenants not to compete such as those referenced above are generally considered unenforceable in the State of North Dakota;

2. Item 17(v), (choice of forum) of the Disclosure Document and Section 23.2, of the Franchise Agreement provide that Franchisees must consent to the jurisdiction of the District Court of Maricopa County, Arizona. The Securities Commissioner of the State of North Dakota has held that requiring Franchisees to consent to jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Investment Law, therefore, this provision is void and of no effect in the State of North Dakota;

3. Item 17(w), (choice of law) of the Disclosure Document and Section 23.1, of the Franchise Agreement provide that Arizona law governs the Franchise Agreement. The Securities Commissioner of the State of North Dakota has held that Franchise Agreements which specify that they are to be governed by the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, therefore, this provision is void and of no effect in the State of North Dakota;

4. Sections 23.2 and 23.7 of the Franchise Agreement provides that Franchisees must consent to the jurisdiction of the District Court of Maricopa County, Arizona. The Securities Commissioner of the State of North Dakota has held that requiring Franchisees to consent to jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Investment Law. The site of mediation or arbitration shall be agreeable to all parties; therefore, this provision is amended to provide that the state of mediation or arbitration shall be agreeable to all parties;

5. Section 23.5 of the Franchise Agreement stipulates that the Franchisee shall pay all costs and expenses incurred by the Dental Support Plus Franchise, LLC in enforcing the Franchise Agreement. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, the referenced section of the Franchise Agreement is amended to provide that the prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney fees;

6. Section 23.5 of the Franchise Agreement requires the Franchisee to consent to a waiver of consequential damages. The Securities Commissioner of the State of North Dakota has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, therefore, this provision is void and of no effect in the State of North Dakota; and

7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently referenced to this Addendum to the Disclosure Document.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:

By: _____

Print Name: _____

Title: _____

Dental Support Plus Franchise, LLC:

By: _____

Print Name: Kent Maerki

Title: President

ATTEST/WITNESS:

By: _____

Print Name: _____

Title: _____

FRANCHISEE / DEVELOPER:

By: _____

Print Name: _____

Title: _____

ADDENDA REQUIRED BY THE STATE OF RHODE ISLAND

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, 19-28.1-1 through 19-28.1-34, the Franchise Disclosure Document of Dental Support Plus Franchise, LLC for use in the State of Rhode Island shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by Section 19-28.1-14 of the Rhode Island Franchise Investment Act which provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act";"; and
2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act 19-28.1-1 through 19-28.1-34, are met independently without reference to this Addendum to the Disclosure Document.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

ADDENDA REQUIRED BY THE STATE OF SOUTH DAKOTA

ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, S.D. Codified Laws 37-5B-01 through 37-5B-53, the Franchise Disclosure Document for Dental Support Plus Franchise, LLC, for use in the State of South Dakota shall be amended as follows:

1. Item 5 of the Disclosure Document is amended by the addition of the following language to the original language that appears therein: "In the State of South Dakota, all initial fees and payments paid under the franchise agreement shall be deferred until such time as the franchisor completed its initial obligations.
2. Section 23.7, of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein: "In the event that either party shall make demand for mediation, such mediation shall be conducted in a mutually agreed upon site.
3. Item 17 of the Disclosure Document and Section 17.2 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein: "Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law." To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.
4. Item 17(e) & (f) (termination without cause & with cause) of the Disclosure Document and Sections 16.2 and 16.3 of the Franchise Agreement are amended by the following language: South Dakota law provides for a thirty (30) day notice to cure any default prior to termination, including the non-payment of royalty and service fees, amount due for purchases from the Company or its affiliates or other payments due to the Company.
5. Section 23.1 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein: "The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of Arizona."
6. Section 23.7 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein: *"In* the event that either party shall make demand for mediation, such mediation shall be conducted in a mutually agreed upon site. The mediation proceeding shall take place in the County of Maricopa, State of Arizona. In connection with any mediation proceeding the provisions of Rule 408 of the Federal Rules of Evidence.
7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchises Brand-Name Goods and Services Law are met independently without reference to this Addendum to the Disclosure Document.

- THIS AREA HAS BEEN INTENTIONALLY LEFT BLANK -

AMENDMENT TO THE DENTAL SUPPORT PLUS FRANCHISE AGREEMENT REQUIRED BY THE STATE OF SOUTH DAKOTA

This Amendment to the DSP Franchise Agreement dated _____ between Dental Support Plus Franchise, LLC, ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. **The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: a) the offer or sale of the franchise to Franchisee was made in the State of South Dakota; b) Franchisee is a resident of the State of South Dakota; and/or c) the franchise will be located or operated in the State of South Dakota.**

2. **The following sentence is added to the end of the Franchise Fee definition in Article 1:**

All initial fees and payment paid under the franchise agreement shall be deferred until such time as the franchisor completed its initial obligations.

3. **Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.**

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**

ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

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ADDENDA REQUIRED BY THE STATE OF VIRGINIA

ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements of Virginia Franchise Protections laws, the Franchise Agreement for Dental Support Plus Franchise, LLC, for use in the State of Virginia shall be amended as follows:

1. Section 16.2, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*);.);.);
2. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payments of the Initial Franchise Fee and other Initial Payments owed by Franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations under the Franchise Agreement; and
3. Additional Disclosure: The following statements are added to Item 17.h. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:

By: _____

Print Name: _____

Title: _____

Dental Support Plus Franchise, LLC:

By: _____

Print Name: Kent Maerki

Title: President

ATTEST/WITNESS:

By: _____

Print Name: _____

Title: _____

FRANCHISEE / DEVELOPER:

By: _____

Print Name: _____

Title: _____

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ADDENDA REQUIRED BY THE STATE OF WASHINGTON

ADDENDUM REQUIRED BY THE STATE OF WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code 19.100.180 to 19.100.190, the Franchise Disclosure Document for Dental Support Plus Franchise, LLC, for use in the State of Washington shall be amended as follows:

1. Notwithstanding anything herein to the contrary, the Washington Franchise Investment Protection Act provides:
    a. That mediation sites or venue in the State of Washington, shall be in a mutually agreed upon place, or as determined by the arbitrator at the time of mediation.
    b. That a Franchisee may not waive any rights under the Washington Franchise Investment Protection Act.
    c. That Transfer Fees to be imposed are permissible only to the extent that they compensate for expenses incurred by the Dental Support Plus Franchise, LLC as a result of the transfer.
    d. That in the event of a conflict of law the provisions of the Washington Franchise Investment Protection Act shall prevail.
2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code 19.100.180 to 19.100.190, are met independently without reference to this Addendum to the Disclosure Document.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**

ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

ADDENDA REQUIRED BY THE STATE OF WISCONSIN

ADDENDUM REQUIRED BY THE STATE OF WISCONSIN

In recognition of the requirements of the Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 and Wis. Stat. 553.27(4), the Franchise Disclosure Document for Dental Support Plus Franchise, LLC, for use in the State of Wisconsin shall be amended as follows:

1. The Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 applies to most, if not all, Franchise Agreements and prohibits the Termination, Cancellation, Non-Renewal of substantial change of the competitive circumstances of a Franchise Agreement without good cause. The Law further provides that 90 days prior written notice of the proposed termination, etc. must be given to the Franchisee. The Franchisee has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. Section 23.1 of the Disclosure Document and the corresponding section of the Franchisor License Agreement should state that the Wisconsin Department of Financial Institutions Sections 31.01 to 32.07 laws supersedes any provisions contained in the Franchise or License Agreement that are consistent with that law; and
2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Department of Financial Institutions law are met independently without reference to this Addendum to this Disclosure Document.

IN WITNESS WHEREOF, Franchisee and/or Developer and Franchisor have executed this Amendment to the Franchise Agreement in duplicate simultaneously with the execution of the Franchise Agreement.

ATTEST:	**Dental Support Plus Franchise, LLC:**
By: _____	**By:** _____
Print Name: _____	**Print Name: Kent Maerki**
Title: _____	**Title: President**
ATTEST/WITNESS:	**FRANCHISEE / DEVELOPER:**
By: _____	**By:** _____
Print Name: _____	**Print Name:** _____
Title: _____	**Title:** _____

EXHIBIT H
TO FRANCHISE DISCLOSURE DOCUMENT
DENTAL SUPPORT PLUS FRANCHISE, LLC
LIST OF STATE ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure and registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states. There may also be additional agents appointed in some of the states listed.

California
(*State Administrator*)
Department of Business Oversight:
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 Toll Free (866) 275-2677

(*Agent for Service of Process*)
Department of Corporations:
One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972-8559

Hawaii
(*State Administrator*)
Business Registration Division
Commissioner of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(*Agent for Service of Process*)
Department of Commerce & Consumer Affairs
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Indiana
(*State Administrator*)
Indiana Secretary of State
Securities Division, E-111
302 Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

(*Agent for Service of Process*)
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

Connecticut
(*State Administrator*)
State of Connecticut, Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8230

(*Agent for Service of Process*)
Banking Commissioner
44 Capitol Ave.
Hartford, CT 06106
(860) 240-8299

Illinois
(*State Administrator*)
Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

(*Agent for Service of Process*)
Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Maryland
(*State Administrator*)
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(*Agent for Service of Process*)
Securities Commissioner
Maryland Division of Securities
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

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Michigan
(*State Administrator*)
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
525 W. Ottawa Street, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

(*Agent for Service of Process*)
Dept of the Attorney General's Office
Consumer Protection Division
525 Ottawa Street, 6th Floor
Lansing, MI 48909
(517)373-7117

Minnesota
(*State Administrator*)
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
(651) 296-6328

(*Agent for Service of Process*)
Minnesota Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(612) 296-6328

New York
(*State Administrator*)
Bureau of Investor Protection and Securities
State of New York Office of Attorney General
120 Broadway, Room 23-138
New York, New York 10271
(212) 416-8236

(*Agent for Service of Process*)
Secretary of State of New York
41 State Street
Albany, New York 12231
(212) 416-8800

North Dakota
(*State Administrator*)
North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-2910

(*Agent for Service of Process*)
North Dakota Securities Department
State Capitol, Fifth Floor,
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

Oregon
(*State Administrator*)
Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4387

(*Agent for Service of Process*)
Division of Finance & Corporate Securities
PO Box 14480
Salem, OR 97309
503-378-4140

Rhode Island
(*State Administrator*)
Securities Division, Dept. of Business Regulation
1511 Pontiac Avenue, Bldg. 69-1
Cranston, Rhode Island 02910
(401) 462-9582

(*Agent for Service of Process*)
Director of Rhode Island Dept of Business Registration
Securities Division
233 Richmond Street, Suite 232
Providence, RI 02903-4232
(401) 222-3048

South Carolina
(*State Administrator*)
Secretary of State
Attn: Business Opportunities and Franchises
P.O. Box 11350
Columbia, SC 29211
(803) 734-1728

(*Agent for Service of Process*)
Secretary of State
Attn: Business Opportunities and Franchises
P.O. Box 11350
Columbia, SC 29211
(803) 734-1728

Texas
(*State Administrator*)
Department of Corporations, Secretary of State
Franchise and Business Opportunity Division
1019 Brazos
Austin, TX 78701
(512) 475-0775

(*Agent for Service of Process*)
Secretary of State
1019 Brazos
Austin, TX 78701
(512) 475-0775

Washington
(*State Administrator*)
Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, WA 98501
(360) 902-8762

(*Agent for Service of Process*)
Director, Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501
(360) 902-8760

South Dakota
(*State Administrator*)
Department of Labor & Regulation
Division of Securities
445 East Capitol Avenue
Pierre, SD 57501-3185
(605) 773-4823

(*Agent for Service of Process*)
Director of South Dakota Securities
445 Capitol Avenue
Pierre, SD 57501
(605) 773-4823

Virginia
(*State Administrator*)
State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

(*Agent for Service of Process*)
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

Wisconsin
(*State Administrator*)
Division of Securities
Department of Financial Institutions
345 W. Washington Ave., 4th Floor
Madison, Wisconsin 53703
(608) 266-1064

(*Agent for Service of Process*)
Office of the Commissioner of Securities
345 West Washington Avenue
Madison, WI 53703
(608) 266-1064

EXHIBIT I
ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT
(Keep this copy for Your records)

This Federal Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Dental Support Plus Franchise, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by your state applicable law.

[New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the Franchise Agreement.]

[Michigan, Oregon, and Washington require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the applicable state agency(ies) listed in Exhibit H.

The franchise seller for this is Kent Maerki, President, whose address is 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258; (480) 304-5565. There are no sub franchisors or franchise brokers offering this franchise for us. Dental Support Plus Franchise, LLC authorizes the respective state agencies identified in Exhibit H to receive service of process for it in the particular state.

The issuance date of this Federal Franchise Disclosure Document is April 14, 2014, the Effective Date for your state, is the date listed on the State Cover Page at the beginning of this Disclosure Document.

The undersigned, personally and/or as a duly authorized officer or a partner of the prospective Franchisee, does acknowledge receipt from Dental Support Plus Franchise, LLC of the Franchise Disclosure Document for prospective franchisees (to which this Receipt is attached), including the following Exhibits:

A. Financial Statements	B. Franchisee Locations	C. Confidentiality Agreement
D. Deposit Agreement	E. Franchise Agreement	F. Area Development Agreement
G. State Addendums	H. State Administrators	I. Sample Optional Marketing Agreement

Received Date: _____, 201__.

_____
Individually

_____
Print Name

_____
as an officer, member or partner of

_____
name of entity
a_____ state corporation, LLC or partnership
(circle one)

You may return the signed receipt either by signing, dating, and mailing to Dental Support Plus Franchise, LLC at 8149 North 87th Street, Suite 137, Scottsdale, AZ 85258 or by faxing to (480) 393-1938 or you can e-mail it to salesdocs@dspf.co (not .com)

[LAST PAGE]

EXHIBIT I
ITEM 23 – RECEIPT TO THE DISCLOSURE DOCUMENT
(Return this copy to Us)

This Federal Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Dental Support Plus Franchise, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by your state applicable law.

[New York and Rhode Island require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the Franchise Agreement.]

[Michigan, Oregon, and Washington require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the applicable state agency(ies) listed in Exhibit H.

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