



# SHELTON & POWER, LLC

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September 19, 2013

Sent via email to: [Christopher.Myers@dbo.ca.gov](mailto:Christopher.Myers@dbo.ca.gov)

Christopher R. Myers, Esq  
Corporations Counsel  
Securities Regulation Division  
California Department of Business Oversight formerly the Department of  
Corporations

Re: Eco-Safe Pest Control Franchise Development, LLC (993-6925)

Mr Myers:

I have received your August 27, 2013 request for revisions to the Eco-Safe Pest Control Franchise Development, LLC Franchise Disclosure Document. Thank you for expediting our filing and responding to my via email. Per your requests, we have reviewed and revised the franchise disclosure document as follows.

- 1 Under Item 2, I have reformatted the FDD to include only the principal positions and employers during the past five years for the directors, principal officers, and other executives.
- 2 Under Item 5, I have included a breakdown of how the initial franchise fee is calculated. Our breakdown includes a description of the territory granted to the franchisee in exchange for each franchise fee amount.
- 3 Under Item 6, I have added the requested language in Note 2 that the amount of interest to be charged will not exceed the maximum allowed by law.
4. Under Item 10, we have made the following changes
  - a. The identity of the lender is disclosed in the opening paragraph to Item 10 as the franchisor. Item 10 states "At Our choice, based upon our sole discretion, we may offer the option to finance."
  - b. I have revised the opening paragraph to Item 10 to state that the franchisor will finance up to 50% of the Initial Retail Inventory only.
  - c. The rate of interest for the financing option is stated in Item 10(3) as 8%
  - d. The nature of the security interest required is stated in Item 10(6) as "Our standard personal guarantee attached to the franchise agreement by the individual owner(s) of the franchisee."
  - e. The requirement for a personal guarantee is stated in Item 10(6) as "Our standard personal guarantee attached to the franchise agreement by the individual owner(s) of the franchisee."
  - f. I have addressed prepayment of the financing in Item 10(5). There is no prepayment penalty.



- g. The franchisees potential liabilities upon default are listed in Item 10(7) as " Loss of Protected Territory 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."
  - h. There are no additional material financing terms to be disclosed in Item 10
  - i. In the opening paragraph to Item 10, I have disclosed that the franchisee agrees to waive any and all notices and legal or equitable defenses to which they could be entitled.
  - j. The final paragraph of Item 10 states that the franchisor does not intend, but reserves the right, to sell the promissory note to a third party
  - k. There is no consideration for the financing as the franchisor is the financing party for the Initial Retail Inventory.
5. Under Item 17(t), I have revised the language as requested
6. We have added the requested language to the California Addendum regarding (i) continuation of the Protected Territory and (ii) the franchisor's website


Additionally, we have received a revised Table of Contents for the training manual and have submitted that page for your review as well.

Per your request, we have attached a clean and marked copy of the revised pages by email for your review

Thank you very much for expediting this registration.

If you have any questions please contact me at our Main Office

Sincerely,



Jason W. Power, Esq

Enclosures

**Form A – Uniform Franchise Registration Application****UNIFORM FRANCHISE REGISTRATION APPLICATION****File No. TBD**

(Insert file number of immediately preceding filing of Applicant)

**State: California****Fee: \$0****APPLICATION FOR (Check only one):**

- INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES  
 RENEWAL APPLICATION OR ANNUAL REPORT  
 PRE-EFFECTIVE AMENDMENT  
 POST-EFFECTIVE MATERIAL AMENDMENT

**1. Full legal name of Franchisor:**

Eco-Safe Pest Control Franchise Development, LLC

**2. Name of the franchise offering:**

Eco-Safe Pest Control

**3. Franchisor's principal business address:**3001 Wheelock Street  
Dallas, TX 75220**4. Name and address of Franchisor's agent in this State authorized to receive service of process:**California Department of Business Oversight  
Division of Corporations  
320 W 4<sup>th</sup> Street, Ste 750  
Los Angeles, CA 90013, andShelton & Power, LLC  
3000 Joe DiMaggio Blvd, Ste 68  
Round Rock, TX 78665**5. The states in which this application is or will be shortly on file:**

California, Florida, and Texas

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/eco-safe-pest-control>