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March 11, 2008

VIA FEDERAL EXPRESS

Ann Hagestad

Minnesota Department of Commerce

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Re: Your File No: F-5865-Jan-Pro Enterprises, LLC
Our File No.:6012.1509 JPE

Dear Ms. Hagestad:

With reference to your correspondence dated March 5, 2008, concerning the application of the above-referenced franchisor, we have made the following revisions to the Uniform Franchise Offering Circular.

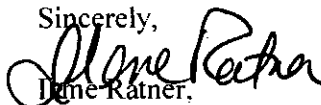
Item 1 has been amended to disclosure that Jan-Pro Enterprises, LLC's affiliate Jan-Pro Franchising International, Inc. has executed a Guaranty of Performance.

Item 21 has been amended to disclosure that Jan-Pro Franchising International, Inc. is an affiliate of Jan-Pro Enterprises, LLC.

Enclosed you will find redlined copies of the revised pages reflecting the revisions discussed above.

This response should satisfy all of your outstanding comments. Should you have any further questions or comments, please let us know.

Sincerely,

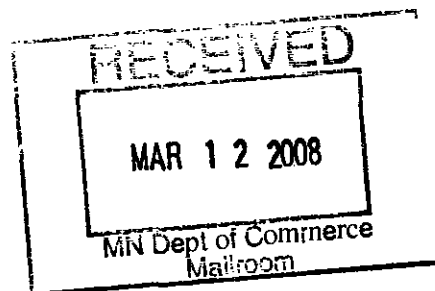


Ilene Ratner,

Legal Assistant

cc. Eddie Curry (w/o enc.)
Richard Kissane (w/o enc.)
Carol McLennan (w/o enc.)
Ronald N. Rosenwasser

Enc:



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3.11.2008 09:00:3.11.2008 09:00

ITEM 1. THE FRANCHISOR, ITS PREDECESSORS, AND AFFILIATES

To simplify the language in this Offering Circular, "JPE" means Jan-Pro Enterprises, LLC, the franchisor. "We", "us", and "our" also refer to Jan-Pro Enterprises, LLC. "You" and "your" mean the person who buys the franchise, the franchisee. If the purchaser of the franchise is a partnership, corporation, or other entity, "you" includes the franchisee's owners, who must join the Franchise Agreement and are jointly and severally liable for the franchisee's obligations to us.

All initially capitalized terms appearing in this Offering Circular have the meanings ascribed to them in the Franchise Agreement attached as Exhibit A, unless otherwise defined.

Franchisor's Corporate Information

We are a Delaware limited liability company that was organized on February 15, 2005, and do business under the name *Jan-Pro* and *Jan-Pro Cleaning Systems*. Our principal business address is 11605 Haynes Bridge Road, Suite 425, Alpharetta, Georgia 30004-8695.

Our agent for service of process is listed on the Acknowledgment of Receipt on the last page of this Offering Circular.

Predecessors and Affiliates

We do not have a predecessor.

Our affiliate Jan-Pro Franchising International, Inc. (the "Master Franchisor"), granted us the right to use the System you will use to operate your franchised business. The System includes the *Jan-Pro* service mark and related intellectual property. The Master Franchisor is a Massachusetts corporation that was incorporated in April, 1995. The Master Franchisor does business as *Jan-Pro* and *Jan-Pro Cleaning Systems*. The Master Franchisor's principal business address is 11605 Haynes Bridge Road, Suite 425, Alpharetta, Georgia 30004-8695. The Master Franchisor has never operated a business similar to the Franchised Business. The Master Franchisor has offered franchises for Jan-Pro master franchises since 1995, but does not offer unit franchises that operate this type of business since 1995. The Master Franchisor has not offered franchises in any other type of business. The Master Franchisor has executed a Guaranty of Performance, under which it is assuming the obligations described in Item 21.

We have three affiliates that sell Jan-Pro franchises: Jan-Pro of Phoenix, LLC; Jan-Pro of San Antonio, LLC; and Jan-Pro of North Chicago, LLC.

Jan-Pro of Phoenix, LLC, is a Delaware limited liability company organized on April 10, 2007, and conducts business as *Jan-Pro of Phoenix*. Its principal business address is 11605 Haynes Bridge Road, Suite 425, Alpharetta, Georgia 30004-8695. It is the Jan-Pro regional master franchisee for Phoenix, Arizona, operating under a Regional Master Franchise Agreement entered with the Master Franchisor on May 1, 2007. It has never operated a business similar to the Franchised Business

STATE	TRANSFERS	CANCELLED OR TERMINATED	NOT RENEWED	REACQUIRED BY US	LEFT THE SYSTEM OTHER	TOTAL FROM LEFT COLUMNS	FRANCHISES OPERATING AT YEAR END
NE	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
NH	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
NJ	0/0/0	0/0/0	0/0/0	0/0/0	0/0/1	0/0/1	3/3/3
NM	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/0
NV	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
NY	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/2/2
OH	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	5/5/4
OK	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/0
OR	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
PA	0/0/0	0/0/0	0/0/0	0/0/0	0/0/1	0/0/1	1/1/1
RI	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
SC	0/1/0	0/0/0	0/0/0	0/0/0	0/0/0	0/1/0	3/3/3
TN	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/2/2
TX	0/1/0	0/0/0	0/0/0	0/0/0	0/0/0	0/1/0	4/4/3
UT	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
VA	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/2/2
WA	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/2/2
WI	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
Canada	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	7/6/6
TOTALS	0/4/2	0/0/0	0/0/0	1/0/0	0/1/2	0/5/4	83/80/75

**PROJECTED REGIONAL MASTER FRANCHISE OPENINGS
OCTOBER 1, 2007 – SEPTEMBER 30, 2008**

State	Franchise Agreements Signed But Not Open	Projected Franchised New Units In Next Fiscal Year	Projected Company Owned Openings In Next Fiscal Year
CA	0	1	0
FL	0	1	0
LA	0	1	0
MI	0	1	0
NV	0	1	0
NY	0	1	0
OK	0	1	0
PA	0	1	0
TN	0	1	0
TX	0	1	1
Canada	0	1	0
Puerto Rico	1	0	0
TOTALS	1	11	1

ITEM 21. FINANCIAL STATEMENTS

Attached to this offering circular as Exhibit C are our audited financial statements for the years ending September 30, 2007, and September 30, 2006, and for the period from inception (February 15, 2005) through September 30, 2005. Our affiliate, The-the Master Franchisor, Jan-Pro Franchising International, Inc., has executed a Guaranty of Performance to assume the duties and obligations of JPE under your Franchise Agreement, should we be unable to perform our duties and obligations to furnish goods and/or services necessary to establish and open your Franchised

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