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SAN FRANCISCO**FRANCHISE DISCLOSURE DOCUMENT**

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MPDS Franchising, LLC An Oregon Limited Liability Company
17933 NW Evergreen Parkway, Suite 220
Beaverton, Oregon 97006

Phone: (877) 268-1021

Email: franchise@MediProDirect.comwww.MediProSlimDirect.com

We are **MPDS Franchising, LLC**, an Oregon limited liability company. We offer franchises to qualified individuals to own and operate a **MediPro Direct Slim™** franchise under the "**MediPro Direct Slim**" names, logos, and Service Marks. Our franchisees offer genetic wellness and lifestyle programs, weight loss, nutritional and life coaching, health care and body care products, nutritional supplements and exercise, genetic services and testing, relaxation and aesthetic treatments to the public under the Service Marks (the "Method of Operation").

The Initial Franchise Fee is **\$45,000**. The total estimated initial investment necessary to begin operation of a MediPro Direct Slim wellness franchise ranges from **\$87,700** to **\$133,200**. Refer to Items 5, 6 and 7 of this Disclosure Document for a full explanation regarding the Initial Franchise Fee, other Fees and the Total Investment.

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 Lorraine Scott at 17933 NW Evergreen Parkway, Suite 220, Beaverton, Oregon 97006 and (877) 268-1021.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, such as 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. Call your state agency or visit your public library for other sources of information on franchising.

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

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 B for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION AND LITIGATION ONLY IN OREGON. OUT-OF-STATE LITIGATION AND MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE OR MEDIATE WITH US IN OREGON THAN IN YOUR OWN STATE.

THE FRANCHISE AGREEMENT STATES THAT OREGON 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.

WE ARE A NEW DEVELOPMENT STAGE COMPANY WITH NO OPERATING HISTORY TO ASSIST A PROSPECTIVE FRANCHISEE IN DECIDING TO MAKE THIS INVESTMENT.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: [See the following page]

This Franchise Disclosure Document is effective as of:

General FTC (for states not requiring registration): **September 9, 2011**

States Requiring Registration (registration not approved if blank):

California	
Florida	
Hawaii	
Illinois	
Indiana	
Kentucky	
Maryland	
Michigan	
Minnesota	
Nebraska	June 3, 2011
New York	
North Dakota	
Rhode Island	
South Dakota	
Texas	June 3, 2011
Utah	June 2, 2011
Virginia	
Washington	
Wisconsin	

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