



Cartridge World

FRANCHISE DISCLOSURE DOCUMENT

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DEPARTMENT OF
BUSINESS OVERSIGHT
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You will operate a franchised Cartridge World® business (a "Unit Franchise" or a "Cartridge World Unit Franchise") which will provide products and services related to printer (and other) cartridges, inkjet cartridges, laser cartridges, toner, computer hardware (including printers) and software, ancillary products and services, and such additional products and services as we may specify

The total investment necessary to begin operation of a Cartridge World Unit Franchise is from \$68,800 to \$150,800. This includes an Initial Franchise Fee of \$50,000 that must be paid to us. If you sign a Multi-Unit Agreement, the total investment to begin the operation of your second and, if applicable, your third Unit Franchise is from \$38,800 to \$120,800. This includes an Initial Franchise Fee of \$20,000 that must be paid to us.

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 Disclosure 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 Jeff Sayas at Ink Southwest, LLC, 4411 S Rural Road, Suite #201, Tempe, AZ 85282, telephone number (480) 755-0744.

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, 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. 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.

Date of Issuance ~~August 20~~ July 18, 2015 2016

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 C 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.

Risk Factors

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

- ~~1 THE FRANCHISOR HAS ELECTED THE REASONABLE BUSINESS JUDGMENT STANDARD IN ITS RELATIONSHIPS WITH FRANCHISEES. THIS MEANS THE FRANCHISOR IS NOT REQUIRED TO CONSIDER YOUR PARTICULAR ECONOMIC OR OTHER BUSINESS INTERESTS WHEN EXERCISING ITS JUDGMENT.~~
- 1 2-THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR LITIGATION ONLY IN ARIZONA. OUT-OF-STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE WITH US IN ARIZONA THAN IN YOUR OWN STATE.
- 2 3-THE FRANCHISE AGREEMENT STATES 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 4-YOUR SPOUSE OR DOMESTIC PARTNER MUST SIGN A SPOUSAL CONSENT WHICH PLACES YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.
- ~~5 IF YOU BUY THIS FRANCHISE, YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.~~
- 4 6-THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source is our agent and represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Date See the next page for state effective dates.

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

Master Franchisee

To simplify the language in this Disclosure Document, "Master Franchisee," "we," "us" and "our" refers to Ink Southwest, LLC. "You," or "your" means or refers to the person who enters into a franchise agreement (the "Unit Franchise Agreement") for the establishment and operation of a Cartridge World® franchise (a "Unit Franchise"). (In this Disclosure Document, "you" means the person or legal entity with whom we enter into an agreement. The term "you" also refers to the direct and indirect owners of a corporation, partnership, limited liability company, or limited liability partnership that signs a Unit Franchise Agreement as the "Franchisee".)

We were incorporated in the state of Arizona, on June 12, 2003, and began offering Cartridge World Unit Franchises for the first time in any state in July 2003. Our principal place of business is 4411 S Rural Road, Suite #201, Tempe, AZ 85282. We are a master franchisee of Cartridge World North America, LLC ("CWNA"). Under our Master Franchise Agreement with CWNA, dated May 8, 2003, which expires May 8, 2018 (the "Master Franchise Agreement"), we have the right to enter into Unit Franchise Agreements for Unit Franchises with franchisees ("Unit Franchisees") and act as an independent contractor in the States of Arizona and Nevada and Imperial County, California and San Diego County, California (our "Master Franchise Territory"). We conduct business under our corporate name and the name and mark of "Cartridge World". We do not conduct business under any other name. We do not offer any franchises other than as described in this Disclosure Document. Also, we do not engage in any business activity other than the franchising of Unit Franchises. We have never offered franchises in any other line of business. If we establish a company-owned Unit Franchise, the Master Franchise Agreement requires us to operate it under the then-current Unit Franchise Agreement being offered by us under our then-current Disclosure Document. The agreement would be between us and an affiliate of ours, as the Unit Franchisee.

Our agents for service of process are listed in Exhibit C to this Disclosure Document.

CWNA

CWNA is the franchisor of the Cartridge World System in the United States. CWNA was formed as a limited liability company in the State of Nevada in June 2002. In 2011, CWNA restructured its operations by closing its warehouse facilities and moving its headquarters from Emeryville, California to Spring Grove, Illinois to eliminate certain infrastructure costs. In December 2014, CWNA moved its principal place of business to its current location at 3917 Mercy Drive, McHenry, Illinois 60050, which serves as the North America headquarters for Cartridge World operations. CWNA conducts business under its corporate name and under "Cartridge World". CWNA has no company-owned Master Franchises or Unit Franchises, although it has the right to own and operate them in certain areas in the United States (see below in this Item and Item 20).

CWNA began offering Master Franchises for Cartridge World Unit Franchises in late 2002. The first Master Franchisee began offering Cartridge World Unit Franchises in the United States in February 2003. Master Franchisees enter into Unit Franchise Agreements directly with Unit Franchisees to own and operate ~~Cartridge World~~ Unit Franchises. The Unit Franchise Agreements for ~~Cartridge World~~ Unit Franchises are with a Master Franchisee, not with CWNA. Cartridge World® Master Franchisees may not offer Unit Franchises in any franchise registration state until such time as they have effective

franchise registrations for offering ~~Cartridge World~~ Unit Franchises. As of the date of this Disclosure Document, CWNA had 25 Master Franchisees with territories covering most of the United States.

In 2007, CWNA began offering Unit Franchises in areas in which no Master Franchisee was licensed to operate by CWNA. Those areas are currently the states of Louisiana, New Mexico, Kentucky, West Virginia and certain counties in California and western Texas (the "Direct Franchising Area"). Before CWNA sells a Unit Franchise in the Direct Franchising Area or grants a Cartridge World® Master Franchise in a territory located in the Direct Franchising Area, it will first comply with all state and federal laws applicable to the sale of franchises. If CWNA sells any Unit Franchises in the Direct Franchising Area before granting the Master Franchise for an area in the Direct Franchising Area, it will assign any existing Unit Franchise Agreements in that area to the applicable Master Franchisee.

From July 2012 until December 2013, CWNA offered and sold Express Franchises which are businesses that do not operate from a fixed retail location but instead offer the Products and Services by going directly to customers in a defined territory. CWNA sold a total of two Express Franchises, one of which is still operational in the State of Vermont (see Item 20 and Exhibit D-2). CWNA no longer offers or sells Express Franchises.

Except as described in this Item, CWNA does not offer any other franchises, and does not engage in any business activity other than the franchising and supporting of the Cartridge World Master Franchises and Unit Franchises. CWNA has never offered franchises in any other line of business.

CWNA's agents for service of process are listed in Exhibit C to this Disclosure Document.

Parents, Predecessors and Affiliates

Master Franchisee - Ink Southwest, LLC

In the States of Arizona and Nevada, we have no parent or predecessors that are required to be disclosed in this Disclosure Document. The Company is under common ownership and control with MGC Southwest, LLC (the "Affiliate"), an Arizona limited liability company formed on March 10, 2011 with the same principal business office address as the Company. The Affiliate operates a business like the franchise offered in this Disclosure Document. The Affiliate has never offered franchises.

In Imperial County and San Diego County of the State of California, our indirect predecessor is PC Ink, LLC ("PC Ink"). In March 2008, 19 unit franchise agreements in the territory owned by PC Ink were transferred to CWNA's Direct Franchising Area. In 2009, PC Ink's former California territories were split and transferred between five Master Franchises. As part of the split and transfer, Ink Southwest acquired Cartridge World Master Franchise rights to Imperial County and San Diego County and assumed the existing Unit Franchise Agreements in these counties. PC Ink did not offer franchises in any other line of business. It did not operate a Cartridge World Unit Store or any businesses similar to the franchise offered. PC Ink, its affiliates and its owners are not involved in Ink Southwest by ownership or management.

CWNA

CWNA is a wholly-owned subsidiary of Cartridge World International, Inc. ("CW International"), a Delaware corporation formed in July 2007 with its principal place of business at 3917 Mercy Drive, McHenry, Illinois 60050. CW International was a wholly-owned subsidiary of Cartridge World Australia Holdings Pty Ltd ("CW Holdings"), which was formed in New South Wales, Australia in

July 2007, with its principal business address at Ground Level, 200 Greenhill Road, Eastwood, South Australia 5063, Australia. In May 2015, the ownership of CW International was acquired by CW Global Holding Co Limited ("CW Global"), a Hong Kong entity formed on May 7, 2015 with its principal business address at Room 1501-1508, Millennium City 5, 418 Kwun Tong Road, Kwun Ton, Kowloon, Hong Kong. CW Global is a wholly-owned subsidiary of Renjency Trading (H K) Co Limited, a Hong Kong entity formed on February 6, 2007 with its principal business address at L-75 Peninsula Centre, 67 Mody Road, TST East, Kowloon, Hong Kong.

CW International, CW Holdings and CW Global have not offered and do not offer franchises in any line of business. CWNA and CW International do not currently sell products/services to Unit Franchises or Master Franchisees in the United States, but have the right to do so in the future.

CWNA's affiliate, Cartridge World Australia Pty Ltd ("CW Australia"), was also a wholly-owned subsidiary of CW Holdings. CW Australia was formed in New South Wales, Australia in July 2007 under the name CW Austnewco Pty Ltd and purchased the assets of Cartridge World Pty Ltd ("CW PTY") as of July 31, 2007. CW PTY first began franchising in 1997 under the name Australian Cartridge Co and changed its name in 1999 to Cartridge World Pty Ltd. The ownership of CW Australia was also acquired by CW Global in May 2015.

CW PTY licensed to CWNA the rights to grant Cartridge World® Franchises in North America, Central America and South America using the Marks and System in 2002. Outside of the Americas, as of December 31, 2014, CW Australia had 242 master franchisee-owned Master Franchise Territories which cover a number of countries.

Cartridge World, Ltd ("CW UK") and Cartridge World France, SARL ("CW France") are also affiliates of CWNA. CW UK is a company incorporated under the laws of England and Wales with its registered address at Oakwood Park Business Centre, Fountains Road, Bishop Thornton, Harrogate, North Yorkshire, HG3 3JN, UK. CW UK was a wholly-owned subsidiary of CW Holdings. The ownership of CW UK was also acquired by CW Global in May 2015. CW France is a French company with its registered address at Parc Mure, 128, Bis Avenue Jean Jaures, 94200 Ivry sur Seine, France. CW France is owned by CW Australia (99.256%) and CWNA (744%). CW UK has been a Master Franchisee of CW Australia for the United Kingdom, Cyprus, Malta, and the Channel Islands since 2000, and had 1186 franchised and company-owned Unit Franchises as of December 31, 2014. CW France has been a Master Franchisee of CW Australia for France since 2004, and had 1241 franchised and company-owned Unit Franchises as of December 31, 2014.

As used in this Disclosure Document, unless the context requires otherwise, "Cartridge World" refers to CWNA, and any and all of its parents, subsidiaries and affiliates.

Franchise Offered

We offer, and award to qualified applicants, the right to operate franchised businesses using the Cartridge World's Marks and the business system for the establishment and operation of Cartridge World Unit Franchises (the "System"). Please see Exhibit A for a copy of the current form of Cartridge World Unit Franchise Agreement. Capitalized terms that are not defined in this Disclosure Document have the meanings that are given in the Unit Franchise Agreement.

The Cartridge World System is characterized by certain trademarks and logos, operating systems, training and marketing concepts, the Operations Manuals, distinctive color schemes and other elements, and includes methods for marketing and operating businesses that offer home and office printing solutions. The solutions offered by Cartridge World Unit Franchises include individual and bundled

printer inkjet cartridges, laser cartridges, printers, printer service and repair, and such other products and services as we may specify (collectively, the "Products and Services") from street fronts, malls and other fixed retail business locations ("Premises"), and also by the sale and delivery of the Products and Services on a wholesale basis directly to the business locations of their customers and clients. Cartridge World Unit Franchisees market their Unit Franchises as providing "Trusted Business Solutions" to customers on a business-to-business ("B2B") and a business-to-customer ("B2C") basis.

We and CWNA can also employ and/or allow others to use the Cartridge World System in other venues, such as kiosks in retail outlets or other distribution opportunities, as well as with national account ("Special Account") programs, with CWNA's prior approval (see Item 12).

Multi-Unit Agreement ("MUA")

We allow qualified individuals to enter into a MUA, a current form of which is attached as Exhibit A-2, providing for the opening of multiple Cartridge World Unit Franchises.

Industry-Specific Regulations

There are no industry specific laws or regulations that apply only to Cartridge World Unit Franchises. However, there are laws that apply to businesses in general, and you are responsible for complying with them in the operation of your Cartridge World Unit Franchise, including local, state and federal business, retail sales, zoning and similar regulations and licensing requirements, and any applicable environment related laws and/or regulations. You should consult with your attorney and local, state and federal government agencies before buying your Cartridge World Unit Franchise or any business to determine all legal requirements that you must comply with to consider their effects on you and cost of compliance. It is your sole responsibility, on an ongoing basis, to investigate and satisfy all local, state and federal laws, since they vary from place to place and can change over time.

Competition

We believe that the market for the sale, servicing and support of printers and consumables is developed, and continues to develop and evolve. The technology of the Products and Services can change rapidly and materially. For this reason, it is especially difficult to foresee how this industry and/or our business model will need to evolve to keep pace with changes in products and services, methods of distribution, technical needs, consumer interest, competitive products and services, pricing, product and service demand, and other marketplace forces that can significantly impact the viability of the industry and/or our System and those people and companies associated with it, including the Unit Franchise offered with this Disclosure Document.

The primary ~~market~~market for Cartridge World® Products and Services ~~are~~is individual consumers and businesses looking for a convenient, efficient and economical way of meeting their demands for varied home and office printing solutions. You will compete with other businesses offering products and services similar to those offered by a Unit Franchise, including original equipment manufacturers, small local businesses, larger local and regional copier dealers, industrial operations with production line type refill services, other printing solution franchises and Internet-based providers, as well as office supply stores and big box retailers.

We (and/or other master franchisees) may currently offer Unit Franchise Agreements in other states on economic and/or other terms that differ from those offered under this Disclosure Document. Also, there may be instances where we have varied, or will vary, the terms on which we offer Unit Franchises to suit the circumstances of a particular transaction.

ITEM 2
BUSINESS EXPERIENCE

Master Franchisee - Ink Southwest, LLC

Managing Member

Jeff Sayas

Mr Sayas has been the Managing Member of Ink Southwest since it was formed in June 2003. Since June 1990 he has also been the majority shareholder, Vice President and a member of the board of directors of Therapy Network, a health care staffing company serving long term care facilities.

Director of Finance and Franchise Management

Debra Stauffer

Ms Stauffer joined Ink Southwest in February 2004. Ms Stauffer was a self-employed book keeper from January 2003 to December 2003. She has also been the Office Manager of Therapy Network since February 2005.

CWNA

Unless otherwise indicated, the following officers currently maintain offices in McHenry, Illinois.

Global Chief Executive Officer

StevenStephen Weedon

Steve Weedon joined Cartridge World as its Global Chief Executive ~~Officer~~ and became the Chief Executive Officer of CWNA in July 2015. Mr Weedon joined Katun Corporation, a large independent copier parts and supplies company headquartered in Minneapolis, Minnesota, as its General Manager Europe in 1983. He started Katun's European operations and oversaw its European expansion, selling alternative copier parts and supplies to copier dealers throughout the European markets until 1991. From 1991 to 1994, he was the owner/publisher of The Recycler Magazine, serving the developing laser cartridge remanufacturing industry, and he also established the first aftermarket trade show in Europe. In September 1993, Mr Weedon joined Static Control Components, Inc., a laser cartridge component parts manufacturer headquartered in Sanford, North Carolina, as Chief Executive Officer of Static Control Europe, and he was responsible for launching its operations in the United Kingdom in March 1994. In 2005, he was appointed the Executive Vice President of Static Control's United States operations based in Sanford, North Carolina, and he took control of sales and marketing and global vendor relationships and product development until his departure in January 2012. From February 2012 until July 2015, he was an executive consultant based in Cary, North Carolina, providing consulting services for a number of high profile aftermarket imaging companies.

Global Chief Operating Officer

Peter Lim

Peter Lim joined Cartridge World as its Global Chief Operating Officer in April 2016. Before that, he was Head of Prince George's Park Residence at the National University of Singapore (May 2015 – April 2016) and Operations Director for Ascend Industries Pte Ltd in Singapore (March 2006 – May 2015).

Chief Technology Officer**Mark Pinner**

Before joining CWNA as Chief Technology Officer in April 2009, Mark Pinner was the CEO of Clone UK Limited (Kent, England) from March 2006 until April 2009

Marketing Director**Thomas McLaughlin**

~~Tom McLaughlin joined CWNA as its Marketing Director in September 2011. Before joining CWNA, he served as North American Public Relations and Communications Manager for CNH America from 2007 until 2011 in Racine, Wisconsin.~~

Director of Operations**Michelle Keck**

Michelle Keck was promoted to Director of Operations for CWNA in September 2014. She joined CWNA in September 2011 as its Supply Chain/Contracts Manager. Before that, Ms. Keck worked as a Buyer for PolyScience (Nile, Illinois) from June 2010 to August 2011, a Purchasing Manager for Gudel, Inc. (Ann Arbor, Michigan) from August 2008 until May 2010, and a Purchasing Manager for Bielomatik, Inc. (New Hudson, Michigan) from June 2007 until July 2008.

Director of Finance - Americas**Michael W. Dixon**

Michael Dixon joined CWNA as Director of Finance in December 2011. From July 2001 until December 2011, Mr. Dixon was Chief Financial Officer for Triple F, Inc., an international agribusiness manufacturer based in Johnston, Iowa.

Marketing Director**Alan White**

Alan White has been CWNA's Marketing Director since March 2016. He has also been the Marketing Manager for CW UK in Harrogate, North Yorkshire, England, since October 2008.

Sale Support Manager**Michael R. Babcock**

Michael Babcock has been Sales Support Manager for CWNA since January 2016. He was Director of Franchise Development for CW Supply, Inc., Spring Grove, Illinois, from July 2013 until August 2015. Before that, Mr. Babcock was Director of Strategic Accounts for IPW, Denver, Colorado, from June 2011 until July 2013. Before that, he owned and operated PuroClean Water and Fire Restoration from June 2006 until June 2011 in Crystal Lake, Illinois.

**ITEM 3
LITIGATION****Master Franchisee - Ink Southwest, LLC**

No litigation is required to be disclosed in this item.

CWNA

Steven Yeffa v. Cartridge World North America, LLC, Superior Court of the State of California, City and County of Alameda (Case No. RG-11563501) Filed March 1, 2011. The plaintiff, a former executive at CWNA, filed this complaint against CWNA, alleging that CWNA breached the employment contract with the plaintiff when it terminated his employment in May 2010, breached the covenant of good faith and fair dealing in doing so, and engaged in unfair business practices by failing to timely pay the plaintiff for accrued vacation time, failing to provide plaintiff with his personnel file,

and purporting to terminate him for cause where there was no cause. The plaintiff sought compensatory and punitive damages, as well as attorneys' fees, for these claims. A confidential settlement of this matter involving the payment of \$145,000 by CWNA to the plaintiff was reached by the parties on February 2, 2012.

~~Edinger Investment Group LP et al v Cartridge World North America, LLC, et al. This case is pending before Franchise Arbitration and Mediation Services ("FAMS") in Harris County, Texas. On or about November 1, 2010, the plaintiff, a Cartridge World franchisee, filed a demand for mediation and arbitration with FAMS against CWNA and its master franchisee. The franchisee alleges that CWNA and the master franchisee breached the Franchise Agreement and the implied covenant of good faith and fair dealing by failing to provide a unique and distinctive system, failing to provide guidance and assistance, interfering with the franchisees' ability to purchase products, destroying the Franchise Advisory Council and misusing and converting monies paid into the Advertising Fund. The franchisee further alleges claims of conversion, promissory estoppel and unjust enrichment arising from CWNA's and the master franchisee's alleged actions with respect to the Advertising Fund, and alleged tortious interference as a result of CWNA's and the master franchisee's alleged actions related to an eCommerce initiative. The franchisee alleges damages in excess of \$100,000. As of the date of this Disclosure Document, this matter is still pending.~~

Franchisor-Initiated Actions

Cartridge World North America, LLC v. Cartridge World Midwest, LLC, Cartridge World Midwest Services, LLC, and Steven Vollmer (the "Parties") This case was filed on March 28, 2011 and is pending before FAMS in San Francisco, California. Cartridge World Midwest, LLC ("CWM"), and Cartridge World Midwest Services, LLC, ("CWMS") are single member LLCs owned by Steven Vollmer ("Vollmer"). Vollmer is a Master Franchisee under a Master Franchise Agreement executed on November 15, 2003, and amended by Amendment No. 1 to Franchise Agreement on March 29, 2004 (the "Agreement"). CWNA is alleging that CWM, CWMS and Vollmer committed numerous violations of the Agreement, which included not using their best efforts to sell and promote Unit Franchises within their Territory, missing documentation regarding Unit Franchise transfers, closings, and relocations, failure to submit ACH data and manipulating existing data, Unit Franchise audit failures, and missing insurance documentation. CWNA is seeking to terminate the Agreement. No binding arbitration sessions have been scheduled. Settlement discussions are ongoing. CWNA plans to continue pursuing relief under the Agreement.

Other than the actions listed above, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Initial Franchise Fee

Franchise Agreement

On signing the Unit Franchise Agreement, you must pay us an Initial Franchise Fee of **\$50,000**.

The Initial Franchise Fee is payable in lump sum when you sign the Unit Franchise Agreement, and will be fully earned and non-refundable

We participate in the International Franchise Association's VetFran program, and offer a 15% discount on our Initial Franchise Fee to qualified veterans

MUA

If you sign a MUA along with your first Unit Franchise Agreement, you will pay us an Initial Franchise Fee of \$20,000 for each Unit Franchise required to be opened under the MUA when you sign the Unit Franchise Agreement for the second and, if applicable, third Unit Franchise. Neither you nor we are obligated under the MUA to enter into such additional Unit Franchise Agreements. Our grant of the second and, if applicable, third Unit Franchise is subject to certain conditions as described in Item 12 of this Disclosure Document.

You will sign the then-current form of Unit Franchise Agreement for each Unit Franchise opened under the MUA by the deadline(s) established in the MUA, and you will pay the Initial Franchise Fee when you sign each Unit Franchise Agreement.

Except for the payment of the first Initial Franchise Fee when you sign the Unit Franchise Agreement for your first Unit Franchise, no payment is made us when you sign the MUA. The payment of a reduced Initial Franchise Fee made under the MUA is fully earned when paid and non-refundable.

ITEM 6 **OTHER FEES**

TYPE OF FEE⁽¹⁾	AMOUNT⁽²⁾	DUE DATE	REMARKS
Royalty	6% of Gross Revenue ⁽³⁾ PLUS 6% of Gross Profit (not Gross Revenue) on Ancillary Items (see "Remarks" column)	Not later than the 10th day of each month for the preceding month	Payments begin when the Unit Franchise starts operating. However, if you have not commenced operating your Unit Franchise within six months after you sign the Unit Franchise Agreement, you will pay us a minimum monthly Royalty of \$500 per month until your Unit Franchise is open for business. Once you commence operating your Unit Franchise, you will be required to pay minimum monthly Royalties according to the schedule in Note 3. Note 3 also includes the definitions of Gross Revenue, Gross Profit and Ancillary Items.

TYPE OF FEE ⁽¹⁾	AMOUNT ⁽²⁾	DUE DATE	REMARKS
Transfer Fee	\$10,000, plus then-current training costs (see below in Note 7 in this Item and Item 11 for additional information on training costs for Transfers)	On notification of proposed transfer that will result in a change in controlling interest	The transferee and its owners must meet our then-current requirements for new Unit Franchisees. If the assignment occurs more than 120 days after your Unit Franchise Agreement and is to a Business Entity wholly-owned by you, we waive the transfer fee but you may have to pay a \$500 administrative fee. If we refer a buying prospect to you for the possible purchase of your Unit Franchise, you pay a referral fee of 10% of the total purchase price, which we share with CWNA.
Management Fees ⁽⁶⁵⁾	\$500 per day management fee, plus expenses	Deducted from Unit Franchise funds	Compensation, other costs, Travel Expenses of appointed manager payable by you
Operations Fee ⁽⁷⁶⁾	Then-current Operations Fee, currently \$125 per month for Unit Franchises using Retail Pro POS System and \$180 for Unit Franchises using Malibu POS System (subject to adjustment)	Payable in advance, on a monthly or annual basis (or whatever other basis we select)	By credit card or auto draft as we select, maximum fee may increase due to vendor price increases
Training and On-Site Consultation Costs ⁽⁸⁷⁾	Costs/fees determined by training attended/staff participation	Before training or as incurred	Payable if you re-enroll in initial training, attend other training, enroll additional employees, or we provide on-site consultation assistance. You pay all training fees, Travel Expenses, incidental and other expenses.
Audit/inspection Charges ⁽⁴⁸⁾	Amount of understatement of Revenue, with interest and late charges, plus costs of audit, if applicable	Within 10 days after receipt of the audit report or as incurred	Audit costs payable if reports not provided or understatement exceeds 2%
Indemnification	Will vary under the circumstances	Upon demand	You must indemnify us for claims arising out of your operation of the Unit Franchise

TYPE OF FEE ⁽¹⁾	AMOUNT ⁽²⁾	DUE DATE	REMARKS
Securities Offering Fee	\$10,000 or our actual expenses, whichever is greater	Upon demand	If you engage in a securities offering, you must reimburse us for our reasonable costs and expenses (including legal and accounting fees) to evaluate your proposed offering and you also must indemnify us
Grant of Security Interest	You grant us a security interest in assets and proceeds of the Unit Franchise ⁽⁺⁰⁹⁾	Granted with Unit Franchise Agreement	You must complete financing statements/documents within 10 days of receipt from us
Non-Conformity Fee	50% of Gross Revenue received by you from non-conforming activity	Upon demand	Payable if you sell non-conforming goods or services
Purchasing Cooperative	As specified by by-laws, rules, regulations and procedures for cooperative	As specified by by-laws, rules, regulations and procedures for cooperative	To date, no purchasing cooperatives exist
Evaluation Costs	Generally will not exceed \$500	On demand	Payable if you want to purchase, use or offer items or suppliers not previously approved by us
Damages Upon Termination of Unit Franchise Agreement ⁽⁺⁺⁾	Includes amounts then due and that would have been due under Unit Franchise Agreement	On demand	Payable if Unit Franchise Agreement is terminated before expiration because of default by you

Notes to Item 6 Chart

- (1) All fees are imposed, collected by and payable to us, unless CWNA elects to receive direct payment, or payments are made to a CWMC, if established. As of the date of this Disclosure Document, Royalties and other fees are paid by direct account debit credited to a CWNA account. All fees are non-refundable, unless otherwise noted. You must participate in our then-current electronic funds transfer program, which authorizes us to utilize a pre-authorized bank draft system, as well as the then-current electronic reporting system. We provide the then-current transfer process (e.g., account debit dates, applicable forms and other relevant information) in the Operations Manuals or other written instruction. You must maintain sufficient funds in your authorized accounts to meet your payment obligations under the Unit Franchise Agreement. We can apply any payments owed by you to any debt of yours that we choose (except for Marketing Fund Contributions), set off any amounts owed to you against any amount owed by you to us/specified third parties and retain amounts received on your account for debts owed. We can elect to waive and/or credit, reduce or defer payment of any

and all fees and charges of any kind in connection with the Unit Franchise on a case by case basis as we consider appropriate and as permitted by law. If you are not current with contributions to the Marketing Fund, CWNA has the right to deny you access to benefits from the Marketing Fund.

- (2) We can adjust the fixed amounts at our option in proportion to the changes in the Consumer Price Index (U.S. Average, all items) maintained by the U.S. Department of Labor (or any successor ~~index~~index) as compared to the previous year. We will notify you of any adjustments when they are made.
- (3) "Gross Revenue" includes all charges and/or revenues which are, or could be, received or earned by you (and/or any affiliate)
- A by, at or in connection with your Unit Franchise,
 - B relating to the kinds of goods or services available now or in the future through a Unit Franchise and/or distributed in association with the Marks or the System,
 - C relating to the operation of any Similar Business (as defined in the Unit Franchise Agreement),
 - D with respect to, any tenants and/or subtenants of yours at the Premises of your Unit Franchise (including rent and other lease payments), and/or
 - E with respect to any co-branding activities

All sales and/or billings, whether collected or not, will be included in Gross Revenue, with no deduction for credit card or other charges. All business interruption proceeds that you or your Unit Franchise receives will be included as Gross Revenue. Gross Revenue does not include sales tax and similar taxes collected and paid when due to the appropriate taxing authority or actual customer refunds, adjustments and credits.

"Gross Profit" equals to the Gross Revenue of the sale of computer hardware (including printers) and software that are not identified by any Mark, as we designate (the "Ancillary Items"), less the actual direct product cost (before deducting all overhead costs, including without limitation rent, payroll, insurance, taxes, and all other operating expenses) that you incurred and paid for in connection with such Ancillary Items which are sold and/or distributed by, at or from your Unit Franchise.

~~After you commence operating your Unit Franchise each "Year" for the remaining term of the Unit Franchise Agreement you will pay us monthly Royalties equal to the greater of (a) the amount that equals 6% of the Gross Revenue and 6% of the Gross Profit earned by your Unit Franchise during the preceding month, or (b) \$750.~~

~~The post opening obligation to pay Royalties will commence on the first day of the month in which you commence business and will continue until the expiration date of the Unit Franchise Agreement.~~

- ~~(4) As of the date of this Disclosure Document the highest permissible interest rate in California is currently ten percent (10%).~~
- (4) ~~(5)~~ At least one management level person for each Unit Franchise must attend the conventions held by CWNA. You are responsible for all costs of attendance, including Travel Expenses and incidental costs and expenses. For example, the last franchisee convention was held in Nashville, Tennessee, and CWNA charged a convention registration fee of \$75.00 per person.
- (5) ~~(6)~~ If we deliver a notice of default to you and you fail to cure the default, we can appoint a manager to operate your Unit Franchise until you have cured all defaults. We also can choose

to manage your Unit Franchise in the event of your death or disability and pay ourselves a reasonable daily management fee for doing so until the ownership and operation issues for the Unit Franchise have been resolved. We will keep all funds from the operation of the Unit Franchise during the period we manage it in a separate fund and all expenses of the Unit Franchise, including compensation, other costs and Travel Expenses of our appointed manager, will be charged to and paid out of the fund. You are responsible for any fund deficiency. We also can choose to manage your Unit Franchise in the event of your death or disability and pay ourselves a reasonable amount for doing so.

- (6) ~~(7)~~—The Operations Fee currently covers Internet/Intranet systems maintenance, support and upgrades. Maintenance and support of the hardware is covered by the Operations Fee for the first year only. The Operations Fee also covers payments for multiple IT/operations-related systems for your Unit Franchise, including technical web platforms, the Cartridge World Internet/Intranet system, and an ink and toner cross reference site. You will commence paying the Operations Fee during your first full month of operation. Additional information regarding use of the Internet/Intranet system expenses for your Unit Franchise is disclosed in Item 11 of this Disclosure Document.

- (7) ~~(8)~~—Included in the Initial Franchise Fee is an initial training program for up to two persons. A portion of the training program is held at the Cartridge World® training center in Tulsa, Oklahoma, or another designated location. Fees vary, depending upon the number of attendees. Additional information about the initial training program is disclosed in Item 11 of this Disclosure Document. You are responsible for all other costs associated with attendance at initial training, such as wages, Travel Expenses, and incidental expenses. However, after the successful completion of the initial training program, you will be reimbursed for the Travel Expenses incurred by you and the employee(s) attending the initial training program on your behalf in the amount of \$2,000. We do not reimburse you for Travel Expenses if you acquire the Unit Franchise from an existing Unit Franchisee. We can choose to eliminate or shorten training for persons previously trained or with comparable experience.

You or your manager must attend the additional/refreshers courses that we may require. We will charge a fee for additional optional or mandatory training programs and refresher courses which will not exceed \$500 per day per person, and you are responsible for all Travel Expenses, incidental and other expenses associated with attendance at any such programs or providing consultation assistance for your Unit Franchise. Fees and expenses for additional training and consultation assistance will vary, depending upon the duration, location and number of attendees. We select the location for training. The number and duration of the mandatory training programs you can be required to attend in any year will vary. We currently have no plans to require additional/refreshers courses during your first year of operation. If you acquire a Unit Franchise in a Transfer from an existing Unit Franchisee, then you and your manager will attend the initial training program and pay a training fee of \$8,000 for you and your manager to attend training, plus all other costs associated with attendance at initial training, such as wages, Travel Expenses, and incidental expenses. See Item 11 of this Disclosure Document for additional information regarding the costs and expenses associated with training.

- (8) ~~(9)~~—Generally, our audits of your Unit Franchise are at our expense. However, if you fail to provide the necessary records or if understatements of the Gross Revenue or Gross Profit are more than 2% for any period, then you must pay us the additional Royalty payments and other amounts shown from the understatements and we can require you to reimburse us for all costs related to the audit. We can also terminate the Franchise Agreement if the understatement

exceeds 5% or is intentional

- (9) ~~(10)~~ The security interest granted by you is prior to all other security interests in the collateral except for (a) bona fide purchase money security interests and (b) the security interest granted to a third party in connection with your original financing, if any. We will make reasonable efforts to accommodate the lender's reasonable requirements, including the possible subordination of our interests. If an event occurs that allows us to terminate the Unit Franchise Agreement, or if we are not assured that all of your obligations will be met, we have all the rights and remedies of a secured party under the Uniform Commercial Code of the state in which your Unit Franchise is located, including the right to possession of the collateral.

~~(11) This includes any Royalties, Marketing Fund contributions, Late Fees and other fees or amounts due and unpaid as of the date of termination of the Unit Franchise Agreement. We also have the right to collect Royalties, Marketing Fund contributions and other fees you would have paid through the remainder of your Unit Franchise Agreement term, discounted to present value. We will use your prior Gross Revenue to calculate your future contributions.~~

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR INITIAL INVESTMENT

TYPES OF EXPENDITURE ⁽¹⁾	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee ⁽²⁾	\$50,000	Lump sum, in cash or certified check	On Signing Franchise Agreement	Us
POS System and other Designated Equipment (including shipment costs) ⁽³⁾	\$7,500 to \$10,500	Lump sum	When lease/site rights acquired	Approved Suppliers
Opening Inventory ⁽³⁺⁴⁾	\$1,000 to \$7,500	Lump sum	Before commencing business	Approved Suppliers
Personal Computer Hardware and Software ⁽⁵⁾	\$0 to \$1,500	Lump sum	Before commencing business	Vendors
Signs, Furnishings and Fixtures ⁽⁶⁾	\$0 to \$15,000	As incurred	Before opening at Premises	Approved Suppliers
Business Licenses, Utility Deposits or other Pre-Paid Expenses	\$300 to \$800	As required	As required	Applicable Agency/ Government Authority/Suppliers
Grand Opening ⁽⁷⁾	\$5,000	As incurred	As arranged	Approved Suppliers
Insurance ⁽⁸⁾ (one year coverage)	\$500 to \$2,000	As incurred	As incurred	Insurance Company
Training Costs ⁽⁹⁾	\$500 to \$2,000	As incurred	As incurred	Suppliers
Vehicle ⁽¹⁰⁾	\$0 to \$6,500	As incurred	As incurred	Vendor

- (10) You must have a delivery vehicle ("Vehicle") for your Unit Franchise that has been approved by us. If you do not already own an acceptable Vehicle, we recommend that you acquire a cargo van for your Unit Franchise. The estimated range disclosed in the chart includes a down payment of \$2,000 to \$5,000, and monthly lease or purchase payments of \$250 to \$500 for three months. If you purchase a Vehicle outright, the estimated cost is approximately \$10,000 to \$25,000. You must purchase the approved Cartridge World® vehicle graphics ("Car Wrap") for your Vehicle at a cost ranging from \$1,500 to \$3,000 and display the Car Wrap on your Vehicle within 90 days of commencing to operate your Unit Franchise or acquiring an operational Unit Franchise from another Unit Franchisee.
- (11) The Premises for your Unit Franchise must be open within 12 months after the date of your Unit Franchise Agreement. You must locate your Premises in a retail site that is a free standing building or retail store within a strip shopping complex that is visible and accessible to the general public. If you do not own adequate retail space, then you must lease the space for your Premises. Typically, your Premises require a minimum of 500 square feet. Rental or purchase expenses will vary significantly since real estate and rental values vary greatly from market to market and due to factors such as the condition, location and size of the space, demand, and general economic conditions. We cannot accurately estimate the rental or real estate acquisition costs for a possible location. You should investigate these costs in your area. The estimate provided represents first and last months' rent and any associated costs and does not factor in any special deposits or other costs of acquisition.
- (12) You must comply with the Cartridge World® Premises design standards and specifications that we give to you. You are responsible for such architectural, engineering and other professional services as you may require to comply with our specifications and local requirements. Your development and build out costs may vary significantly and we cannot accurately estimate these and related costs for a possible location due to wide variation among markets in labor, construction, professional services, materials, permitting and other associated costs. You should research all of these costs locally.
- (13) Additional Funds Funds will be needed to cover your business (not personal) expenses during the first three months of operation of your Unit Franchise, which we estimate to be the start-up phase of your Unit Franchise. You will need capital to support on-going costs of your Unit Franchise, such as stationery and logo apparel meeting our requirements, payroll, utilities, taxes, loan payments and other expenses, to the extent that revenues do not cover business costs. New businesses (franchised or not) often have larger expenses than revenues. This is only an estimate, and we do not guarantee that the amounts specified will be adequate. You may need additional funds during the first three months of initial operation and afterwards. We do not furnish or authorize our salespersons or any other persons or entities to furnish estimates as to the capital or other reserve funds necessary to reach "break-even" or any other financial position, nor should you rely on any such estimates. The three-month period from beginning business covers the time by which most Unit Franchisees are fully in operation, but does not necessarily mean that you will have reached "break-even", "positive cash flow", or any other financial position. In addition, the estimates presented relate only to costs associated with the Unit Franchise, reflect minimal employee wages (assuming 1-2 employees earning slightly more than minimum wage) and do not cover any personal, "living," unrelated business, or other expenses you may have, such as Royalty payments, Marketing Fund Contributions, debt service on any loans, sales and/or use taxes on goods and services, and a variety of other amounts not described above.

- (14) Total Estimated Initial Investment These figures are estimates of the range of certain initial costs pre-opening and in the first three months of operation. The chart is not all inclusive, as noted in Footnote 13 above, and we do not guarantee you will not have additional expenses in starting your Cartridge World Unit Franchise. Your costs will vary depending on such factors as how much you follow the System and procedures, your management, technical and marketing skill, experience and general business ability, the size and location of your facility, whether the facility must be adapted or refurbished and other conversion costs, local and general economic conditions, the local market for Cartridge World® products, levels of competition, and prevailing wage rates. Costs to begin operations and other financial requirements may be more or less than the figures specified above, as a function of the size of the business (number of staff, anticipated volume of business, etc.) and number of units that you intend to operate, the area in which you intend to operate, and other factors, as mentioned above. Many of these factors are primarily under your control in your independent operation of the Unit Franchise. You should not assume that revenues from your customers will necessarily cover your initial (or other) expenses. In preparing the figures in this chart, we relied on the experience of existing Unit Franchisees throughout the United States. Experiences may vary significantly from market to market. Since costs can vary with each Unit Franchise, we recommend before you buy a Cartridge World Unit Franchise that you discuss with current Unit Franchisees their economic experiences (including initial costs) in opening and operating a Unit Franchise and carefully evaluate the adequacy of your total financial reserves. You should review these figures carefully with a business advisor, such as an accountant, and an attorney, before making any decision to purchase this Franchise.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase, use and offer the Designated Equipment, Products and Services we specify which currently includes the POS System and products and services related to the sale of printer (and other) cartridges, inkjet cartridges, toner, computer hardware (including printers) and software, and other related products and services. You must operate your Unit Franchise in compliance with the then-current System and the Operations Manuals at your expense, including use of specified equipment, computer hardware and software, supplier programs and operating systems, signs, logos, designs and advertising/marketing materials and forms, website designs and formats, and other items.

We have identified various suppliers of the Designated Equipment, Products and/or Services that your Unit Franchise must use or provide and which meet Cartridge World® standards and requirements. You must purchase the goods and services for your Unit Franchise from suppliers designated or approved by us, unless otherwise permitted by us or as provided in the Operations Manuals. Designated and approved suppliers may include, and may be limited to, us, CWNA and/or affiliated companies. We and/or CWNA may receive revenues from items that you are required to buy from us or from designated suppliers. Neither CWNA nor an affiliate of CWNA is currently a designated supplier or the only approved supplier for any products or services for your Unit Franchise.

Certain services, including your opening inventory, community grand opening materials, certain equipment, signs, inks, replacement cartridges and related printer consumables must be obtained only from designated or approved suppliers. You are required to obtain your POS System from an approved supplier to ensure that Unit Franchisees use a common transaction/reporting system in their Unit Franchises' operations. The use of only approved suppliers of inks and replacement cartridges helps to ensure that these branded products are of a uniform, high quality and are uniformly available in all Unit Franchises. Consistent, high quality is critical to our ability to offer and maintain standard customer refund policies. Product performance and similar factors are of key importance to our target

consumers, to building a positive image and reputation for the Cartridge World® brand and System, and to individual Unit Franchise and System growth. CWNA collects funds and trade credits from certain suppliers related to the volume of activity with these suppliers and the Cartridge World System, in defined periods. These funds and credits (also known as rebates) range from 1% to 5% of the franchisees' purchases. The majority of these rebates are used to offset costs CWNA incurs to negotiate, manage, monitor product quality and administrate overall product management to ensure quality products at optimal pricing for the System, as well as System compliance with purchase of only authorized products.

In the ~~2014~~2015 fiscal year, CWNA did not derive any revenue from required purchases of products and services by franchisees, and received ~~\$562,436~~372,912 from rebate payments by suppliers based upon franchisee purchases, which was approximately ~~12~~10.2% of CWNA's total revenues in the amount of ~~\$4,836,268~~3,787,565 from all sources in ~~2014~~2015 (see Item 21). CWNA's officers currently do not have an ownership interest in any supplier. No affiliates of CWNA derived revenues from required franchisee purchases or leases during the ~~2014~~2015 fiscal year.

In the ~~2014~~2015 fiscal year, we did not derive revenue from products and sources. Our officers do not have an ownership interest in us.

We are not currently a designated or approved supplier for the inks, cartridges and other products used in or sold by Cartridge World Unit Franchises. Our officers currently do not have any ownership interests in any supplier.

We will periodically issue specifications and standards for products to our franchisees in the Operations Manuals or otherwise in writing. We may delete, substitute, modify or add to the Products/Services/suppliers, and may select a supplier on the basis of whatever requirements we find appropriate. Requirements can vary and may relate to frequency of delivery, product life and quality, standards of service, as well as payments, contributions or other consideration being paid to us, CWNA or our/their Affiliates, and other criteria.

You must use a Vehicle for your Unit Franchise that has been approved by us. If you do not already own an acceptable Vehicle, we recommend that you acquire a new cargo van ~~for your~~ as the Vehicle for your Unit Franchise. You must acquire the Car Wrap from an approved vendor and display the required Cartridge World® Car Wrap on your Vehicle within 90 days of commencing to operate your Unit Franchise or acquiring an operational Unit Franchise. The initial costs associated with acquiring the Vehicle and the Car Wrap for your Unit Franchise are disclosed in Item 7 of this Disclosure Document. ~~The Vehicle for your Unit Franchise must display the required Cartridge World car wrap.~~

You must notify CWNA in writing if you want to purchase, use or offer any items that are not previously approved, or if you propose to use any supplier who has not previously been approved for the proposed item. You will need to submit to CWNA the information, specifications, and samples requested and may be required to pre-pay reasonable charges connected with the review and evaluation of any proposal. You will be notified within a reasonable time whether or not you are authorized to purchase or use the proposed items or to deal with the proposed supplier. CWNA can condition and/or revoke approval of particular items or suppliers. You must immediately stop selling or using any unapproved items/suppliers when you received written notice from us/CWNA.

We estimate that the proportion of your purchases and leases of goods and services from approved or designated suppliers or of products that must meet our specifications to be approximately 25% to 40% of your costs to establish the Unit Franchise. We estimate that your purchase of products, supplies, or

OBLIGATION	SECTION IN UNIT FRANCHISE AGREEMENT/OTHER DOCUMENTS	ITEM IN DISCLOSURE DOCUMENT
m Maintenance, appearance and remodeling requirements	3 3, 10 1, 10 2, 14, 15, 17 2	11, 17
n Insurance	10 6	6, 7
o Advertising	3 7, 7 1, 10 1, 11, 17 3, Exhibit A	6, 7, 11
p Indemnification	7 47 6, 10 4, 14 5-14 9, Exhibits D and E	
q Owner's participation/management/staffing	10 5	15
r Records/Reports	4, 12 1, 12 2, 16 2, 17 2, 17 3	6, 11, 17
s Inspections/Audits	3 2, 13, 16 2	6, 12, 17
t Transfer	14 4 2 of MUA	6, 17
u Renewal	15	6, 17
v Post-termination obligations	8, 17 2 of Spousal Consent 4 2 of MUA	17
w Non-competition covenants	8 2, 17 4 2 of Spousal Consent	17
x Dispute resolution	19, 21 1 of Spousal Consent 4 2 of MUA	17
y Franchisor management/Franchisee default	16 7	6, 17
z Security interest	18	6

ITEM 10 FINANCING

Neither we nor CWNA offer direct or indirect financing. Neither we nor CWNA guarantee your notes, leases or obligations. As of the date of this Disclosure Document, we do not sell, assign or discount to a third party all or part of any financing arrangement, because we provide no financing. However, we reserve the right to do so in the future.

CWNA has been a member of the SBA Franchise Registry since July 18, 2003. This affiliation may assist you with obtaining expedited loan processing if you should decide to obtain SBA financing. CWNA receives no consideration for a Unit Franchisee's participation in any SBA financing programs.

Computer Hardware and Software

At your expense, you must purchase, use, maintain and update computer, electronic cash register and other systems and software programs which meet our specifications as they evolve over time and which, in some cases, may only be available through approved vendors. There are no contractual limitations on the frequency and cost of upgrades and/or updates to the systems or programs other than those described in Item 8 of this Disclosure Document. You must comply with each of our then-current Terms of Use and Privacy Policies (and all other requirements) regarding all computer and other systems, including Internet use (Unit Franchise Agreement, Sections 4 and 11.3). You also must establish and maintain at your own expense an auditable sales, accounting, record-keeping and records retention system conforming to any requirements we establish. We require that each transaction related to your Unit Franchise be processed through the POS System (including hardware and software) specified by, and fully accessible to, us. You are required to participate in our then-current electronic reporting system covering sales and other items (Unit Franchise Agreement, Section 12.1).

We have implemented an Internet/Intranet system to enhance communications between us and our franchisees. You must participate in any such Intranet/Internet activities and maintain the necessary software and equipment at your expense (Unit Franchise Agreement, Section 11.3).

You must use a POS System that meets the requirements established by us/CWNA. There are currently three POS Systems approved for use in Cartridge World Unit Franchises. The POS System you choose for your Unit Franchise must be purchased from an approved supplier. The POS System is an electronic cash register and credit card transaction processing system. You will use the POS System for all sales transactions, stock control and financial information management. The POS System will retain sales, product and customer information. The estimated initial costs of the POS System and other system equipment/items required for your opening are disclosed in Item 7 of this Disclosure Document.

You must pay all amounts charged by any supplier or licensor of the systems and programs used by you, including charges for use, maintenance, support and/or updates (Unit Franchise Agreement, Section 4). The CWNA-approved supplier of the management tracker software charges a fee for the use of this software (currently \$70, payable on a monthly basis). In addition, for a fee, the CWNA-approved POS supplier will provide on-going maintenance. Your monthly Operations Fee (~~see Item 6~~) currently covers ~~these particular~~ certain updates/upgrades, but other modifications to the POS System may entail additional expenses. Additionally, you will be required to modify the POS System in the future at your expense, including upgrades to the latest release of your POS supplier's software application and upgrades to the hardware of your POS System. Purchase of Retail Pro POS support is required and is included in the Operations Fee also covers payments for multiple IT/operations-related systems for your Unit Franchise, including technical web platforms, the Cartridge World Internet/Intranet system, and an ink and toner cross reference site. Your Operations Fee of up to \$125 per month. Purchase of Malibu POS support is required and is included in your Operations Fee. Currently ranges from \$125 to \$180 per month, depending upon the POS System used by you (see Item 6).

The supplier of the terminal for the POS System provides on-going maintenance, upgrades and updates for its hardware. Maintenance and support of the hardware is usually covered for the first year. After the first year, the supplier controls the maintenance fee, which typically ranges from \$225 to \$425 per year (depending on the local service center) and is in addition to the Operations Fee. It is estimated that your cumulative annual costs to update, upgrade and maintain your POS System will generally range from \$3,500 to \$5,000.

The monthly Operations Fee, and the extent of maintenance and upgrades you will receive, could change in the future depending on what our vendors are willing to offer and provide. We do not guarantee the continuation of the same services or the same fees from these vendors.

We/CWNA will have unlimited on-line access to the information generated by and stored in your POS System. We/CWNA reserve the right to have full access to all computer and other systems and the information and data they contain, and to retrieve, analyze, download and use the software and all data they contain (as well as any other information reported to us) at any time and as we/they choose. If you are not in Good Standing, we can limit or suspend your access to/use of the POS System by electronic means or otherwise.

You also must have and maintain a personal computer meeting our specifications. Your personal computer must have a dual core processor with at least 4 GB of RAM (memory), and you must utilize Windows 7 Home Premium Pro 64-bit or 32-bit software and QuickBooks accounting software. If you do not already have a personal computer, you must acquire one at an estimated cost of up to \$1,500 (see Item 7). You can use this computer for general office and administrative functions and to capture POS System backups, and for Internet access. You may acquire this computer from any supplier of your choice.

Advertising

Marketing Fund (Unit Franchise Agreement, Section 11.1)

CWNA has implemented an advertising, publicity and marketing fund (the "Marketing Fund") for advertising, advertising-related, marketing and/or public relations programs, services and/or materials as it deems necessary or appropriate to promote Cartridge World Unit Franchises and the Marks. You are currently required to contribute 2% of your monthly Gross Revenue and Gross Profit to the Marketing Fund. You can be required to contribute up to 4% of your Gross Revenue and Gross Profit to the Marketing Fund. Some Cartridge World Unit Franchisees may have marketing fund obligations which are different from yours. Contributions to the Marketing Fund made by any supplier or other third party, whether or not made with respect to purchases by you, will not count toward your required contributions to the Marketing Fund or any cooperative. If any Cartridge World® businesses are owned by our affiliate(s)/CWNA, they will make contributions to the Marketing Fund as if they were subject to our then-current form of Franchise Agreement. You must be current with your required contributions to the Marketing Fund to receive materials and access to associated vendor portals.

During the fiscal year ended December 31, ~~2014~~2015, expenditures from the Marketing Fund (shown as a percentage of ~~2014~~2015 contributions to, rather than as a percentage of the expenditures made from, the Marketing Fund) were categorized as follows:

- National Campaigns – ~~58~~43%
- Reimbursement Programs – ~~25~~20%
- Professional Services – 1%
- Brand Fundamentals – ~~7~~9%
- Public Relations & Research – ~~5~~4%
- Administrative & Operating Expenses – ~~41~~19%

CWNA is the financial manager for the Marketing Fund. If all monies in the Marketing Fund are not spent in the fiscal year, the funds are carried over for use in the next fiscal year.

The Marketing Fund may place advertising in any media. We anticipate the coverage to be primarily national in scope, although we have the right to do regional advertising.

CWNA has broad and exclusive discretion over all matters relating to the Marketing Fund, operational, marketing or any other matter (consistent with the Unit Franchise Agreement). The Marketing Fund may be used for (among other things) product development, signage, creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the Internet, administration expenses, brand/image campaigns, media, national, regional and other marketing programs, activities to promote current and/or future Cartridge World Unit Franchises and the System, agency and consulting services, research, any expenses approved by us and associated with franchisee advisory groups, and labor costs and employee activity costs related to management of the Marketing Fund. A brief statement regarding the availability of Cartridge World® franchises may be included in advertising and other items produced using the Marketing Fund. However, no funds will be spent by the Marketing Fund primarily for franchisee solicitations. Refer to Section 11.1 of the Unit Franchise Agreement for additional information regarding CWNA's discretion in managing the Marketing Fund.

Cartridge World and/or we can provide goods, services, materials, etc. (including administrative services and/or "in-house advertising agency" services) and be compensated and/or reimbursed for the same by the Marketing Fund, provided the compensation is reasonable in amount. CWNA can arrange for goods, services, materials, etc. (including administrative services) to be provided by independent persons/companies and all related costs, fees, etc. will be paid by the Marketing Fund. We and/or CWNA can prepare advertising or employ outside advertising agencies.

You must participate in all marketing programs instituted by CWNA. You may be denied access to programs and/or materials if you are in default in any obligations to the Marketing Fund and/or otherwise in default under the Unit Franchise Agreement. You must honor all coupons, price reduction and other promotions/programs we require. We can choose to furnish you with marketing, advertising and promotional materials, but we may also choose to require you to pay the cost of producing them plus shipping and handling.

CWNA accounts for the Marketing Fund separately from other funds. CWNA will prepare financial or account statements for the Marketing Fund annually, which will be furnished to you upon written request. CWNA can choose to have statements audited or reviewed (as appropriate) and any related accounting/auditing costs to be paid by the Marketing Fund. Funds in the Marketing Fund must be expended, before termination of the Marketing Fund, only for the purposes authorized by the relevant Franchise Agreement(s). No profit, gain or other benefit will directly accrue to CWNA from the Marketing Fund. All interest earned on monies contributed to, or held in, the Marketing Fund will be remitted to the Marketing Fund and will be subject to the restrictions of the relevant Unit Franchise Agreement(s). While we are not required to do so under the relevant Franchise Agreements, we have established a bank account that is separate from our general working capital bank account. This Marketing Fund account is used exclusively for the inflows of the contributions to, and the outflows of the expenditures by, the Marketing Fund.

CWNA has no obligation to ensure that expenditures by the Marketing Fund are or will be proportionate or equivalent to contributions to the Marketing Fund by Cartridge World Unit Franchises operating in any geographic area, or that any Cartridge World Unit Franchise will benefit directly, indirectly or in proportion to its contribution to the Marketing Fund, except that contributions from Cartridge World Unit Franchises in the United States will be used in the United States. None of the relationships with you in connection with the Marketing Fund will be in the nature of a "trust," "fiduciary" or similar special arrangement.

Your Local Marketing Activities (Unit Franchise Agreement, Section 11.3)

You must spend the amount specified in the Unit Franchise Agreement each calendar month for local advertising and promotion ("**Local Advertising Expenditures**") Appropriate Local Advertising Expenditures may include traditional and online ~~media~~media such as TV, radio, print, direct mail, outdoor, interactive/multimedia, search engine marketing/optimization, pay per click, etc Your advertising must meet Cartridge World® brand standards as specified in the current Brand Style Guide and conform to ethical and legal standards We may require that samples of all advertising and promotional materials for any media, including the Internet and social media, be submitted to CWNA for our review and approval prior to use You may not use any materials or programs disapproved by us/CWNA at any time You cannot establish and/or maintain, without our prior written consent, any independent website, domain name, e-mail address or other presence for use in your Unit Franchise, and you may not use the Cartridge World® name or marks with any of the foregoing You must comply with the Operations Manuals, Brand Style Guide, Social Media Policy and any other specifications we give to you regarding your use of the Internet, or other electronic media in connection with your Unit Franchise We can require that you include a brief statement regarding the availability of Cartridge World® franchises in your advertising and/or that brochures regarding purchase of Cartridge World® franchises be displayed at your Premises

Grand Opening Advertising (Unit Franchise Agreement, Section 3.7)

You must use approved grand opening marketing and promotional materials for your grand opening You may be required to work with an approved grand opening agency to develop and submit to us, for our prior written approval, a grand opening marketing plan If we do not approve your proposed plan, or if you do not submit a plan, we will have the right (but not the obligation) to prepare a grand opening plan for you In addition to (and not in lieu of) of the Marketing Fund Contribution and Local Advertising Expenditures described above, you must expend (in a period of no more than three months encompassing the Opening Date) no less than \$5,000 for the grand opening advertising

Site Selection

You are responsible for selecting the proposed site for the Premises of your Unit Franchise Your site selection is subject to our acceptance, which we will not unreasonably withhold if the site meets our standards You should not make any commitments with respect to any location, nor should you operate your Unit Franchise from the Premises, unless we have accepted the proposed site for your Premises (Unit Franchise Agreement, Section 3.1)

We consider a variety of factors in evaluating a proposed site for the Premises of a Unit Franchise Some of the factors are site location, area demographics, makeup of other co-tenants, traffic density, shopping centers or malls, parking and ingress/egress We have no contractual requirement to consent to the location you select for your Premises within a specified period of time If you do not locate a site acceptable to us and commence operating your Unit Franchise from the Premises within 12 months, we can terminate the Unit Franchise Agreement (Unit Franchise Agreement, Section 3.1) Our acceptance of a site for your Premises is not a recommendation, approval or endorsement of your Premises If your Premises are leased, you must try to have certain provisions included in your lease specified by us (Unit Franchise Agreement, Section 3.2, Collateral Assignment of Lease, Exhibit D to Unit Franchise Agreement) You may not execute a lease, or any modification or amendment, without our prior written consent and must give us a copy of the signed lease within five days after it is signed You also must sign a Site Acknowledgment and ADA Certification form (refer to the exhibits to the Unit Franchise Agreement) and deliver it to us before opening at your Premises

all training programs, which will not exceed \$500 per day per person. You are responsible for all Travel Expenses, incidental and other expenses for you and your staff attending any training programs. However, after you and, if applicable, your manager successfully complete the initial training program before the opening of your Unit Franchise, you will be reimbursed for the Travel Expenses incurred while attending the initial training program the amount of \$2,000. We do not reimburse you for Travel Expenses if you acquire the Unit Franchise from an existing Unit Franchisee.

We can decide that you have not successfully completed your initial training. If we do, we can terminate the Unit Franchise Agreement. Alternatively, we can require you to hire a substitute manager and arrange for him/her to complete the training program to our satisfaction (Unit Franchise Agreement, Section 5.1).

We will provide at your request on-site or in-Territory consultations for your Unit Franchise, based on notice, availability of our personnel, and your payment of our Travel Expenses. No consulting fee will be charged. If we believe that your operations warrant it, we can require that a manager or other person designated by us supervise your Unit Franchise's day-to-day operations for a management fee until your operations meet System standards (Unit Franchise Agreement, Section 5.2).

The initial training program will be conducted by Joe DeBerry, or another approved representative of CWNA. Joe DeBerry has been a Cartridge World Unit Franchisee since 2007, and a Master Franchisee based in Tulsa, Oklahoma since October 2010. As a Cartridge World® Master Franchisee, he oversees 5464 Cartridge World Unit Franchises in his ~~Territory~~ Territories which ~~include~~ include the states of Indiana, Iowa, Kansas, Missouri, Nebraska, Oklahoma and northern Texas, and he owns and operates three Cartridge World Unit Franchises all located in Oklahoma. The current Unit Franchise initial training program is described in the following chart:

TRAINING PROGRAM

SUBJECT ⁽¹⁾	HOURS OF CLASSROOM TRAINING ⁽²⁾	HOURS OF SELF-STUDY ⁽³⁾	HOURS OF ON-THE-JOB TRAINING ⁽⁴⁾	LOCATION
Orientation	1	5	0	Training Center in Tulsa, OK, Franchisee's home or office
Strategic Overview	2	0	0	Training Center in Tulsa, OK
Shop The Competition	0	10	3	Franchisee's home or office, Unit Franchise in Territory
Inkjet Cartridges	4.5	5	3	Training Center in Tulsa, OK, Franchisee's home or office, Unit Franchise in Territory
Laser Cartridges	4.5	5	3	Training Center in Tulsa, OK, Franchisee's home or office, Unit Franchise in Territory

the manager and other supervisors regarding the day-to-day operations of, and reporting requirements for, your Unit Franchise. You are solely responsible for hiring all of your employees and for their supervision, terms of employment, compensation and proper training. Your managers will not be required to have an equity interest in the Unit Franchise, however, all of your employees will be required to sign a confidentiality agreement in a form acceptable to us.

We may require anyone having an interest in the Unit Franchise to sign an ongoing personal guarantee regarding the performance of all franchise obligations (refer to Exhibit B of the Unit Franchise Agreement). Additionally, we require spouses/domestic partners who are neither owners nor guarantors under the Unit Franchise Agreement to sign a consent in the form of Exhibit A-4 to this Disclosure Document.

ITEM 16 **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must operate your Unit Franchise in accordance with Cartridge World System standards, including required Products and Services. We/CWNA can change the policies, procedures, Operations Manuals, suppliers, approved Products and Services, and other System elements at any time. You may not use your Unit Franchise for any purposes other than the operation of a Cartridge World Unit Franchise. Your Unit Franchise must purchase, use and offer such Designated Equipment, Products and Services, as we and/or CWNA specify periodically.

You may use the Premises only for the purpose of operating your Unit Franchise and for no other purposes, unless we in our sole discretion approve otherwise. You may not co-brand or permit any other business to operate at the Premises without our prior written approval.

ITEM 17 **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreement attached to this Disclosure Document.

Unit Franchise Agreement ("UFA") and Multi-Unit Agreement ("MUA")

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SECTION IN MULTI-UNIT AGREEMENT	SUMMARY
a Length of the franchise term	2.1, Exhibit A	1.1	<u>UFA</u> 10 years from date of Agreement <u>MUA</u> Determined when Agreement is signed
b Renewal or extension of the term	15.1	3.1	<u>UFA</u> Your rights terminate at end of term, however, you may be eligible for a renewal franchise for a single 10-year term <u>MUA</u> Deadline extended in the event of if there is a Force Majeure Event

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SECTION IN MULTI-UNIT AGREEMENT	SUMMARY
			<u>MUA</u> Non-authorized transfer of Agreement, termination of Franchise Agreement, you cease to be a franchisee, multiple defaults (Section 16 3 of UFA)
i Your obligations on termination/non-renewal	8 2, 14 8, 17 1-17 4	4 2	<u>UFA</u> Pay all amounts owed and to be owed within 10 days, cease use of all Cartridge World® name, trade dress, and Marks, de-identify Premises and Vehicle, cancel fictitious name registrations, transfer phone numbers/URL's/directory listings, comply with covenants, two-year non-compete, furnish evidence of compliance with the above, return and stop using Operations Manuals and confidential materials, continuing indemnification, confidentiality, dispute resolution and non compete obligations, if in default, sign general release for our waiver of rights, sell assets to us at fair market value and/or assign lease for Premises at our option We can require you to pay future Royalties No equity on termination If you continue to use Marks after termination, you will owe us greater of profits or all fees normally payable <u>MUA</u> Not Applicable
j Assignment of contract by us	14 1	4 2	<u>UFA</u> Fully assignable by us, we can be sold, sell any assets, go public, engage in a private placement, merge, acquire or be merged/acquired with competitors or others, refinance, buyout or other transaction On transfer, we have no continuing obligations <u>MUA</u> Not Applicable
k "Transfer" by you-definition	14 2	4 2	<u>UFA</u> Includes transfer of any interest of any kind or nature <u>MUA</u> Not Applicable
l Our approval of transfer by you	14 3, 14 4	4 2	<u>UFA</u> Transfer subject to our consent and transfer of interest/assets of Unit Franchise must include Franchise <u>MUA</u> Not Applicable

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SECTION IN MULTI-UNIT AGREEMENT	SUMMARY
v Choice of forum	19 4, 19 5	4 2	<u>UFA</u> After non-binding mediation, litigation in the U S District Court encompassing our then-current principal business address, currently 4411 S Rural Road, Suite #201, Tempe, AZ 85282 <u>MUA</u> Not Applicable
w Choice of law	19 3	4 2	<u>UFA</u> The law of Arizona- <u>MUA</u> Not Applicable Please see the state-specific addenda to the Disclosure Document and Franchise Agreement in Exhibit F

* Please refer to the disclosure addenda and contractual amendments appended to this Disclosure Document for additional terms that may be required under applicable state law

ITEM 18 **PUBLIC FIGURES**

We do not use any public figure to promote the Franchise No public figure is involved in our management

ITEM 19 **FINANCIAL PERFORMANCE REPRESENTATIONS**

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

Chart No 1 in this Item contains a summary of the gross revenues information for the 378 Cartridge World Unit Franchises ~~and is (including Unit Franchises operated by Master Franchisees)~~ that, based on ~~the unaudited operating results of the 476 Unit Franchises that~~, were open and operating for at least one full calendar year as of the calendar year ending December 31, ~~2014~~2015 This analysis includes Unit Franchises operated throughout the entire United States, and does not reflect regional variations

For Chart No 1, we divided the Unit Franchises into four categories based on their gross revenues volume during the ~~2014~~2015 calendar year top quarter ("High"), second quarter ("Second Quarter"), third quarter ("Third Quarter"), and bottom quarter ("Low") The Unit Franchises included in this chart offer substantially similar Products and Services to their customers and clients

Chart No 1 does not include information about the expenses that you should expect to incur. Revenues and expenses will vary from Unit Franchise to Unit Franchise. In particular, the revenues and expenses of a Unit Franchise will be directly affected by factors which include the Unit Franchise's geographic location, competition from other businesses in the market, the presence of other Unit Franchises in the market, the quality of the management of the Unit Franchise, the quality of the Products and Services provided to customers, contractual relationships with lessors and suppliers, the extent to which the operation of the Unit Franchise is financed, legal, accounting and other professional fees, federal, state and local income taxes, gross profits taxes or other taxes, the cost of the Vehicle used in the Unit Franchise, and other discretionary expenditures. Your accountant or other financial advisor can help you develop an estimate of the operational costs for your Unit Franchise.

The chart below summarizes high and low revenues figures, average revenues figures, and the number and percentage of the Unit Franchises above and below the average revenues figures in each of the four categories indicated above in this Item.

Chart No 1
Unaudited Annual Gross Revenues for Unit Franchises in Operation
for Entire 20142015 Calendar Year

Number of Units Included	Category	High Revenues	Low Revenues	Average Revenues	Number Above/Below Average	Percentage Above/Below Average
11794	High	\$1,107,747 151,212	\$275,763 30,000	\$452,043 47,030	4537/7257	3839%/6261 %
11794	Second Quarter	\$275,293 29,796	\$188,884 20,078	\$230,041 24,370	5343/6451	4544%/5556 %
11794	Third Quarter	\$188,865 19,872	\$127,738 14,301	\$161,587 16,923	6545/5249	5648%/4452 %
11696	Low	\$127,265 14,298	\$8,074 17,149	\$82,863 93,8	6755/4939	5857%/4243 %
467378	All Units Included Not Applicable	\$1,107,747 151,212	\$8,074 17,149	\$231,952	169136/2982 42	36%/64%

Chart No 2 contains a summary of certain financial information provided by the Unit Franchisees operating a total of 9491 Unit Franchises located in the United States that were in operation for the entire 20132014 calendar year. The Unit Franchisees for the included Unit Franchises voluntarily reported this information to the Master Franchisee Advisory Group for analysis and disclosure purposes.

The following chart provides information on the Gross Revenues⁽¹⁾, Cost of Goods Sold⁽²⁾ and Gross Profit Margin⁽³⁾ and for the included Unit Franchises. The Unit Franchisees who chose to participate provided 20132014 calendar year financial statements for their Unit Franchises to the Master Franchisee Advisory Group which was used to compile the information disclosed below in Chart No 2.

Chart No. 2
Unaudited ~~2013~~2014 Calendar Year COGS, GPM and Gross Revenues
of Participating Unit Franchises⁽⁴⁾

Number of Units Included	Description	High	Low	Average	Number Above/Below Average	Percentage Above/Below Average
91 94	Gross Revenues ⁽¹⁾	\$983,148 <u>928,116</u>	\$13,114 <u>31,281</u>	\$263,739 <u>301,529</u>	40 <u>34</u> / 54 <u>57</u>	43 <u>37</u> %/ 57 <u>63</u> %
91 94	COGS ⁽²⁾	66,415 <u>86,639</u>	17,761 <u>33,111</u>	39,213 <u>35,139</u>	45 <u>46</u> / 48	49%/51%
91 94	GPM ⁽³⁾	82,248 <u>86,879</u>	33,594 <u>13,377</u>	60,796 <u>64,877</u>	18 <u>46</u> / 45	51%/49%

Notes to Chart No. 2

- Gross Revenues include all proceeds received from the sale of goods and services during the calendar year
- Cost of Goods Sold ("COGS") includes the purchase prices paid to suppliers for products, including remanufactured (excluding labor costs) and finished products (including labor costs). It does not include distribution costs, sales force costs, Royalties, Marketing Fund Contributions or other costs
- Gross Profit Margin ("GPM") means the amount calculated by subtracting COGS from Gross Revenues
- The information disclosed in this chart ~~is for the participating Unit Franchises~~ was not available for the ~~2014~~2015 calendar year as of the issuance date of this Disclosure Document

Some Outlets have sold these amounts Your individual results may differ There is no assurance that you will sell as much

The information presented in this Item has not been audited, and our/CWNA's auditors have not performed any procedures on the amounts and percentages included in this Item

Written substantiation of the figures used in preparing the financial performance representations described above will be made available to you upon reasonable request

~~A new Unit Franchisee's financial performance is likely to differ from the results described in this Item 19. We do not represent that any Unit Franchisee can expect to attain the annual gross revenues~~

~~presented in this Item or any particular sales level~~—You are urged to consult with appropriate financial, business and legal advisors to conduct your own analysis before making the decision to purchase a Cartridge World Unit Franchise

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 our management by contacting Jeff Sayas at Ink Southwest, LLC, 4411 S Rural Road, Suite #201, Tempe, AZ 85282, telephone number (480) 755-0744, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

UNIT FRANCHISE INFORMATION—~~MASTER FRANCHISE TERRITORY~~

The Unit Franchise charts below detail the status of Unit Franchises of the type offered here under Unit Franchise Agreements with the Master Franchisees in the United States. We are authorized by CWNA to offer Unit Franchises in the Master Franchise Territory (as defined in Item 1 above). Only the data pertaining to Unit Franchises in the Master Franchise Territory relates to our franchising activity. Each Master Franchisee in the United States is independently owned and operated.

TABLE 1
Master Franchise Territory Outlet Summary
For Years ~~2012~~2013 to ~~2014~~2015
(As of 12/31 for each Year)

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2012 2013	30 27	27	-30
	2013 2014	27	26 23	-14
	2014 2015	26 23	23 17	-36
Company-Owned ⁽¹⁾	2012 2013	1	1	0
	2013 2014	1	1	0
	2014 2015	1	1	0
Total Outlets	2012 2013	31 28	28	-30
	2013 2014	28	27 24	-14
	2014 2015	27 24	24 18	-36

Note to Table 1 for Outlets in Our Master Franchise Territory

- 1 “Company-Owned Outlets” refers to outlets which are owned and operated by us in our Master Franchise Territory

TABLE 2
Transfers of Outlets from Unit Franchisees to New Owners
(other than Master Franchisee)
For Years 20122013 to 20142015
(As of 12/31 for each Year)

State ⁽¹⁾	Year	Number of Transfers
Nevada	2012	0
Nevada	2013	1
	2014	0
Totals	20142015	0
Totals	20122013	1
	2014	0
	20132015	0 ⁽²⁾

Notes to Table 2 for Transfers in Our Master Franchise Territory

- 1 States in our Master Franchise Territory not listed had no activity during the relevant period
- 2 The contact information of these former franchisees/transferees is disclosed in Exhibit D-23 to this Disclosure Document

TABLE 3
Status of Franchised Outlets⁽¹⁾
For Years 20122013 to 20142015
(As of 12/31 for each Year)

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Master Franchisee	Ceased Operations – Other	Outlets at End of Year
Arizona	2012	25	0	0	0	0	3	22
Arizona	2013	22	0	0	0	0	0	22
	2014	22	0	0	1	0	2	19
Arizona/California/ Nevada (AZN)	2012 2015	419	0	0	02	0	03	414
Arizona/California/ Nevada (AZN)	2013	1	0	0	0	0	0	1
	2014	1	0	0	01	0	0	10
Nevada	2012 2015	40	0	0	0	0	0	40
	2013	4	0	0	0	0	0	4
Nevada	2014	4	0	0	0	0	0	4
Totals	2012 2015	304	0	0	0	0	31	273
Totals	2013	27	0	0	0	0	40	2627
	2014	2627	0	0	42	0	2	23

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Master Franchisee	Ceased Operations – Other	Outlets at End of Year
	2015	23	0	0	2	0	4	17

Notes to Table 3 for Franchised Outlets in Our Master Franchise Territory

- These are Unit Franchises in our Master Franchise Territory. These columns do not reflect Unit Franchise outlets owned by us, refer to Table 1 under Company-Owned Outlets and Table 4 for these totals. These column totals do not reflect activity involving Unit Franchisees who signed a Unit Franchise Agreement, but who did not open a Unit Franchise before the franchise relationship ended. Refer to Exhibit D-~~34~~ for information about these Unit Franchisees.
- States in our Master Franchise Territory not listed had no activity during the relevant period.

Unit Franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, current and former Unit Franchisees sign provisions restricting their ability to speak openly about their experiences with the Cartridge World® franchise system. You may wish to speak with current and former Unit Franchisees, but be aware that not all such Unit Franchisees will be able to communicate with you.

If you buy ~~this~~ a Unit Franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We do not currently have any previously-owned ~~franchised outlets~~ Unit Franchises under our control to offer or sell.

The names, addresses, and telephone numbers of the Unit Franchisees (whether franchised by us, other Master Franchisees or CWNA) as of the end of our most recent fiscal year appear in Exhibit D-~~42~~ Unit Franchisees (whether franchised by us, other Master Franchisees or CWNA) who had an agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Unit Franchise Agreement during our last fiscal year, or has not communicated with us within 10 weeks of the date of this Disclosure Document are identified in Exhibit D-~~23~~ 23.

TABLE 4
Status of Company-Owned Outlets in Master Franchise Territory⁽¹⁾
For Years ~~2012~~2013 to ~~2014~~2015
(As of 12/31 for each Year)

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Arizona	2012 2013	1	0	0	0	0	1
	2013 2014	1	0	0	0	0	1
	2014 2015	1	0	0	0	0	1

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Totals	20122013	1	0	0	0	0	1
	20132014	1	0	0	0	0	1
	20142015	1	0	0	0	0	1

Notes to Table 4 for Company-Owned Outlets in Our Master Franchise Territory

- 1 “Company-Owned Outlets” refers to outlets which are owned and operated by us in our Master Franchise Territory Refer to Exhibit D-42 for specific Company-Owned Outlets
- 2 States in our Master Franchise Territory not listed had no activity during the relevant period

TABLE 5
Projected Openings of Unit Franchises by Us as of 12/31/14
(By 12/31/15)
(By 12/31/16)

State ⁽¹⁾	Franchise Agreements with Master Franchisees Signed But Not Yet Open	Projected New Franchised Outlets in Next Fiscal Year	Projected Company-Owned Outlets in Next Fiscal Year
Arizona	1	0	0
California	0	0	0
Nevada	0	0	0
Totals	1	0	0

Note to Table 5 for Our Master Franchise Territory

- 1 If a state in our Master Franchise Territory is not listed, no activity is anticipated during the relevant period

UNIT FRANCHISE INFORMATION – SYSTEMWIDE

TABLE 1
Systemwide Outlet Summary
For Years 20122013 to 20142015
(As of 12/31 for each Year)

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2012	563	528	-35
Franchised	2013	528	502	-26
	2014	502	452	-50

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Company-Owned ⁽¹⁾	20122015	23452	24380	+172
Company-Owned ⁽¹⁾	2013	24	22	-2
	2014	22	22	0
Total Outlets	20122015	58622	55223	-34+1
Total Outlets	2013	552	524	-28
	2014	524	474	-50
	2015	474	403	-71

Note to Table 1

- 1 “Company-Owned” refers to outlets which are owned and operated by Master Franchisees in their Master Franchise Territories CWNA has never owned or operated any outlets

TABLE 2
Transfers of Outlets from Unit Franchisees to New Owners
(other than Franchisor)
For Years 20122013 to 20142015
(As of 12/31 for each Year)

State ⁽¹⁾	Year	Number of Transfers
California ⁽³⁾ Alabama	20122013	30
	2014	0
	2015	2
Arizona ⁽³⁾	2013	0
	2014	0
	2015	2
California ⁽³⁾	2013	1
	2014	2
Colorado	20122015	31
Delaware	2013	01
	2014	0
Delaware	20122015	0
Florida	2013	42
	2014	01
Florida	20122015	01
Georgia	2013	20
	2014	44
Georgia	20122015	42
Hawaii	2013	01
	2014	40
Hawaii	20122015	0
Idaho	2013	40
	2014	01
Idaho	20122015	04
Illinois	2013	01

State ⁽¹⁾	Year	Number of Transfers
	2014	43
<u>Illinois</u>	20122015	0
<u>Indiana</u>	2013	40
	2014	31
<u>Indiana</u>	20122015	0
<u>Iowa</u>	2013	0
	2014	1
<u>Kansas</u>	20122015	40
<u>Kansas</u>	2013	0
	2014	2
<u>Michigan</u>	20122015	40
<u>Michigan</u>	2013	2
	2014	1
<u>Minnesota</u>	20122015	40
<u>Minnesota</u>	2013	0
	2014	1
<u>Missouri</u>	20122015	0
<u>Missouri</u>	2013	1
	2014	3
<u>Nebraska</u>	20122015	43
	2013	0
	2014	0
<u>North Carolina</u>	2012	4
<u>North Carolina</u>	2013	1
	2014	0
<u>Nevada⁽³⁾</u>	20122015	0
<u>Nevada⁽³⁾</u>	2013	1
	2014	0
<u>New Hampshire</u>	2012	4
	20132015	0
	2014	0
<u>New Jersey</u>	2012	4
<u>New Jersey</u>	2013	4
	2014	2
<u>New York</u>	20122015	40
<u>New York</u>	2013	1
	2014	0
<u>Ohio</u>	2012	2
	2013	4
	2014	10
<u>Oklahoma</u>	20122015	40
<u>Ohio</u>	2013	21
	2014	21
<u>Oregon</u>	2012	4
	20132015	0
	2014	0
<u>Pennsylvania</u>	2012	4
<u>Oklahoma</u>	2013	02
	2014	02
<u>Rhode Island</u>	2012	4
	20132015	0
	2014	0

State ⁽¹⁾	Year	Number of Transfers
Tennessee	2012	2
Tennessee	2013	0
Tennessee	2014	1
Texas	20122015	20
Texas	2013	3
Texas	2014	4
Washington	20122015	02
Virginia	2013	0
Virginia	2014	30
Wisconsin	20122015	13
Washington	2013	0
Washington	2014	03
Totals	20122015	291
Totals	2013	22
Totals	2014	31
Totals	20142015	3021 ⁽²⁾

Notes to Table 2

- 1 States not listed had no activity during the relevant period
- 2 The contact information of these former franchisees/transferees is disclosed in Exhibit D-23 to this Disclosure Document
- 3 The entries for these state(s) represent activities during the relevant period in our Master Franchise Territory

TABLE 3
Status of Franchised Outlets⁽¹⁾
For Years 20122013 to 20142015
(As of 12/31 for each Year)

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Master Franchisee	Ceased Operations – Other	Outlets at End of Year
Alaska	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	2014	0	0	0	0	0	0	0
Alabama	2012	6	1	0	0	0	0	7
Alabama	2013	7	0	0	0	0	0	7
	2014	7	1	0	0	0	0	8
Arkansas	2012	18	10	0	0	0	0	28
	2015							
Arkansas	2013	2	0	0	0	0	0	2
	2014	2	0	0	0	0	0	2
Arizona ⁽⁶⁾	2012	252	0	0	0	0	30	222
	2015							
Arizona ⁽⁷⁾	2013	22	0	0	0	0	0	22

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Master Franchisee	Ceased Operations - Other	Outlets at End of Year
	2014	22	0	0	1	0	2	19
California ⁽⁶⁾	2012	45	0	0	0	0	2	43
	2015	19	0	0	2	0	3	14
California ⁽⁷⁾	2013	43	0	0	3	0	2	38
	2014	38	0	0	8	0	1	29
Colorado	2012	13	0	0	0	0	1	12
	2015	29	0	0	4	0	5	20
Colorado	2013	12	0	0	0	0	0	12
	2014	12	0	0	0	0	0	12
Connecticut	2012	7	0	0	0	0	1	6
	2015	12	0	0	5	0	3	4
Connecticut	2013	6	0	0	0	0	1	5
	2014	5	0	0	0	0	1	4
Delaware	2012	4	0	0	0	0	0	4
	2015	4	0	0	1	1	0	2
Delaware	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	0	1
Florida	2012	16	0	0	0	0	1	15
	2015	1	0	0	0	0	0	1
Florida	2013	15	1	0	1	0	0	15
	2014	15	0	0	0	0	0	15
Georgia	2012	37	0	0	0	0	2	35
	2015	15	3	0	0	0	20	18
Georgia	2013	35	0	0	0	0	0	35
	2014	35	1 ⁽³⁾	0	0	0	4	32
Hawaii	2012	33	0	0	0	0	0	32
	2015	2	0	0	2	0	1	29
Hawaii	2013	3	0	0	0	0	0	3
	2014	3	0	0	0	0	0	3
Iowa	2012	7	0	0	0	0	0	7
	2015	3	0	0	0	0	1	2
Iowa	2013	7	0	0	0	0	0	7
	2014	7	0	0	0	0	0	7
Idaho	2012	6	0	0	0	0	0	6
	2015	7	0	0	1	0	2	4
Idaho	2013	6	0	0	0	0	0	6
	2014	6	0	0	0	0	0	6
Illinois	2012	26	0	0	0	0	3	23
	2015	6	1 ⁽⁵⁾	0	0	0	0	37
Illinois	2013	23	0	0	0	0	1	22
	2014	22	0	0	0	0	3	19
Indiana	2012	15	0	0	0	0	4	11
	2015	19	0	0	1	0	2	16

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Master Franchisee	Ceased Operations – Other	Outlets at End of Year
<u>Indiana</u>	2013	11	0	0	0	0	2	9
	2014	9	0	0	0	0	1	8
<u>Kansas</u>	2012	408	0	0	0	0	31	7
	2015							
<u>Kansas</u>	2013	7	0	0	0	0	0	7
	2014	7	1	0	1	0	1	6
<u>Kentucky</u>	2012	4	0	0	0	0	4	0
	2013	06	0	0	0	0	0	06
<u>Louisiana</u>	2014	03	0	0	0	0	0	03
	2013							
<u>Louisiana</u>	2012	2	4	0	0	0	0	3
	2013	3	0	0	0	0	0	3
	2014							
<u>Massachusetts</u>	2012	8	0	0	0	0	0	8
	2013	8	0	0	0	0	2	6
<u>Massachusetts</u>	2014	6	0	0	1	0	2	3
<u>Maryland</u>	2012	3	0	0	0	0	0	3
	2015							
<u>Maryland</u>	2013	3	0	0	0	0	1	2
	2014	2	0	0	0	0	0	2
<u>Maine</u>	2012	42	0	0	0	0	0	42
	2015							
<u>Maine</u>	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	0	1
<u>Michigan</u>	2012	241	0	0	0	0	40	231
	2015							
<u>Michigan</u>	2013	23	0	0	0	0	1	22
	2014	22	0	0	0	0	3	19
<u>Minnesota</u>	2012	419	0	0	02	0	01	416
	2015							
<u>Minnesota</u>	2013	11	1	0	0	0	1	11
	2014	11	1	0	1	0	0	11
<u>Missouri</u>	2012	4611	0	0	0	0	03	468
	2015							
<u>Missouri</u>	2013	16	0	0	0	0	1	15
	2014	15	0	0	0	0	1	14
<u>Mississippi</u>	2012	214	0	0	02	0	0	212
	2015							
<u>Mississippi</u>	2013	2	0	0	0	0	0	2
	2014	2	0	0	0	0	1 ⁽⁴⁾	1
<u>Montana</u>	2012	71	0	0	0	0	40	31
	2015							
<u>Montana</u>	2013	3	0	0	0	0	0	3
	2014	3	0	0	0	0	0	3
<u>North Carolina</u>	2012	443	0	0	02	0	1	430
	2015							

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquire d by Master Franchisee	Ceased Operations - Other	Outlets at End of Year
<u>North Carolina</u>	2013	13	0	0	0	0	1	12
	2014	12	0	0	3	0	0	9
<u>North Dakota</u>	2012	29	0	0	02	0	0	27
	2015							
<u>North Dakota</u>	2013	2	0	0	0	0	0	2
	2014	2	0	0	0	0	0	2
<u>Nebraska</u>	2012	52	0	0	0	0	0	52
	2015							
<u>Nebraska</u>	2013	5	0	0	0	0	0	5
	2014	5	0	0	0	0	0	5
<u>New Hampshire</u>	2012	5	01	0	0	0	0	56
	2015							
<u>New Hampshire</u>	2013	5	0	0	0	0	1	4
	2014	4	0	0	0	0	0	4
<u>New Jersey</u>	2012	334	0	0	0	0	40	324
	2015							
<u>New Jersey</u>	2013	32	0	0	0	0	1	31
	2014	31	0	0	0	1	1	29
<u>New Mexico</u>	2012	129	0	0	01	0	01	127
	2015							
<u>New Mexico</u>	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	1	0
<u>Nevada⁽⁶⁾</u>	2012	40	0	0	0	0	0	40
	2015							
<u>Nevada⁽⁷⁾</u>	2013	4	0	0	0	0	0	4
	2014	4	0	0	0	0	0	4
<u>New York</u>	2012	264	0	0	0	0	20	244
	2015							
<u>New York</u>	2013	24	0	0	0	0	2	22
	2014	22	0	0	1	0	2	19
<u>Ohio</u>	2012	1619	0	0	03	01	44	1511
	2015							
<u>Ohio</u>	2013	15	0	0	0	0	0	15
	2014	15	0	0	0	0	0	15
<u>Oklahoma</u>	2012	1915	0	0	0	20	0	1715
	2015							
<u>Oklahoma</u>	2013	17	0	0	0	0	3	14
	2014	14	0	0	2	0	2	10
<u>Oregon</u>	2012	610	0	0	01	0	12	57
	2015							
<u>Oregon</u>	2013	5	0	0	0	0	0	5
	2014	5	0	0	0	0	1	4
<u>Pennsylvania</u>	2012	224	0	0	0	0	40	214
	2015							
<u>Pennsylvania</u>	2013	21	0	0	0	0	1	20
	2014	20	0	0	1	0	2	17
<u>Puerto Rico</u>	2012	517	0	0	02	0	01	514
	2015							

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Master Franchisee	Ceased Operations - Other	Outlets at End of Year
<u>Puerto Rico</u>	2013	5	0	0	0	0	2	3
	2014	3	0	0	0	0	0	3
<u>South Carolina</u>	2012	83	0	0	0	0	0	83
	2015							
<u>South Carolina</u>	2013	8	0	0	0	0	0	8
	2014	8	0	0	0	0	0	8
<u>South Dakota</u>	2012	48	0	0	0	02	03	43
	2015							
<u>South Dakota</u>	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	0	1
<u>Tennessee</u>	2012	241	0	0	0	0	30	241
	2015							
<u>Tennessee</u>	2013	21	0	0	0	0	0	21
	2014	21	1 ⁽⁴⁾	0	0	0	5 ⁽³⁾	17
<u>Texas</u>	2012	3217	40	0	0	0	2	3415
	2015							
<u>Texas</u>	2013	31	1	0	0	0	1	31
	2014	31	1	0	0	0	0	32
<u>Utah</u>	2012	532	01	0	03	0	42	428
	2015							
<u>Utah</u>	2013	4	0	0	0	0	0	4
	2014	4	0	0	0	0	0	4
<u>Vermont</u>	2012	04	40	0	0	0	0	44
	2015							
<u>Vermont</u>	2013	1	0	0	0	0	0	1
	2014	1	0	0	0	0	0	1
<u>Virginia</u>	2012	81	40	0	0	0	0	91
	2015							
<u>Virginia</u>	2013	9	0	0	0	0	0	9
	2014	9	0	0	0	0	0	9
<u>Washington</u>	2012	149	12	0	0	0	0	1511
	2015							
<u>Washington</u>	2013	15	0	0	0	0	1	14
	2014	14	0	0	0	0	1	13
<u>Wisconsin</u>	2012	4813	0	0	0	0	42 ⁽⁵⁾	4711
	2015							
<u>Wisconsin</u>	2013	17	0	0	0	0	0	17
	2014	17	0	0	0	0	1	16
<u>Wyoming</u>	2012	216	0	0	0	0	01	215
	2015							
<u>Wyoming</u>	2013	2	0	0	0	0	0	2
	2014	2	0	0	0	0	0	2
Totals	2012	5632	70	0	0	20	401	5281
	2015							
Totals	2013	528	3	0	4	0	25	502
	2014	502	6	0	19	1	36 ⁽⁶⁾	452
	2015	452	8	0	34 ⁽⁶⁾	4	42 ⁽⁶⁾	380

Notes to Table 3

- 1 These are Unit Franchisees of Master Franchisees for these states. Contact information for the current and former Unit Franchisees is attached as Exhibits D-2 and D-23 to this Disclosure Document. These columns do not reflect Unit Franchises owned by Master Franchisees. Refer to Table 1 under Company-Owned Unit Franchises for these totals. These column totals do not reflect activity involving Unit Franchisees who have signed Franchise Agreements, but who have not yet opened Unit Franchises. Refer to Exhibit D-34 for information about these Unit Franchisees.
- 2 States not listed had no activity during the relevant period.
- 3 The Unit Franchise in Manchester, Tennessee relocated to Macon, Georgia in 2014.
- 4 The Unit Franchise in Southaven, Mississippi relocated to Memphis, Tennessee in 2014.
- 5 The Unit Franchise in Pullman, Washington relocated to Moscow, Idaho in 2015.
- 6 ~~5~~—The contact information for the former Unit Franchisees for the closed Unit Franchises is disclosed in Exhibit D-23 to this Disclosure Document.
- 7 ~~6~~—The entries for these state(s) represent activities during the relevant period in our Master Franchise Territory.

TABLE 4
Systemwide Status of Company-Owned Outlets⁽¹⁾
For Years ~~2012~~2013 to ~~2014~~2015
(As of 12/31 for each Year)

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Alaska	2012	2	0	0	0	0	2
Alaska	2013	2	0	0	0	0	2
	2014	2	0	0	1	0	1
Arizona ⁽⁴⁾	2012 2015	1	0	0	0	0	1
Arizona ⁽⁴⁾	2013	1	0	0	0	0	1
	2014	1	0	0	0	0	1
Arkansas	2012 2015	<u>21</u>	0	0	0	0	<u>21</u>
Arkansas	2013	2	0	0	0	0	2
	2014	2	0	0	0	0	2
Colorado	2012 2015	2	0	0	0	0	2
Colorado	2013	2	0	0	0	0	2
	2014	2	0	0	0	0	2
Illinois	2012 2015	<u>12</u>	0	0	<u>12</u> ⁽³⁾	0	0
Connecticut	2013	0	0	0	0	0	0

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
	2014	0	0	0	0	0	0
Minnesota	20122015	30	0	01	0	0	31
Minnesota	2013	3	0	0	0	1	2
	2014	2	0	0	0	0	2
	2015	2	0	0	0	0	2
New JerseyMontana	20122013	0	0	0	0	0	0
	20132014	0	0	0	0	0	0
	20142015	0	01 ⁽³⁾	40	0	0	1
New YorkJersey	20122013	0	0	0	0	0	0
	2014	0	0	1	0	0	1
	2015	1	0	0	0	1	0
New York	2013	0	0	0	0	0	0
	2014	0	1	0	0	0	1
Ohio	20122015	1	0	01	0	0	42
Ohio	2013	1	0	0	0	1	0
	2014	0	0	0	0	0	0
Oklahoma	20122015	40	0	20	0	0	30
Oklahoma	2013	3	0	0	0	0	3
	2014	3	0	0	0	0	3
Pennsylvania	20122015	23	0	0	0	0	23
Pennsylvania	2013	2	0	0	0	0	2
	2014	2	0	0	0	0	2
Rhode Island	20122015	42	0	0	0	0	42
Rhode Island	2013	4	0	0	0	0	4
	2014	4	0	0	1	0	3
	2015	3	0	0	1	0	2
Washington South Carolina	20122013	40	0	0	0	0	40
	2014	0	0	0	0	0	0
	2015	0	0	2	0	0	2
Washington	2013	1	0	0	0	0	1
	2014	1	0	0	0	0	1
Wisconsin	20122015	31	0	0	0	0	31
Wisconsin	2013	3	0	0	0	0	3
	2014	3	0	0	0	0	3
Totals	20122015	233	0	20	40	0	243

State ⁽²⁾	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Totals	2013	24	0	0	0	2	22
	2014	22	1	1	2	0	22
	2015	22	1	4	3	1	23

Notes to Table 4

- 1 "Company-Owned Outlets" refers to outlets which are owned and operated by the Master Franchisees in their Master Franchise Territories. Refer to Exhibit D-4² for specific Company-Owned Outlets.
- 2 States not listed had no activity during the relevant period.
- ~~3 The Master Franchisee sold its Master Franchise to another Master Franchisee during 2011 but retained ownership of its Unit Franchises.~~
- 3 A Company-Owned Outlet in Centennial, Colorado moved to Billings, Montana in 2015.
- 4 The entries for these state(s) represent activities during the relevant period in our Master Franchise Territory.

TABLE 5
Projected Openings by Master Franchisees of Unit Franchises ~~By Master Franchisees as of~~
12/31/14
(By 12/31/15)
(By 12/31/16)

State ⁽¹⁾	Franchise Agreements with Master Franchisees Signed But Not Yet Open ⁽²⁾	Projected New Franchised Outlets in Next Fiscal Year	Projected Company-Owned Outlets in Next Fiscal Year
Alabama	2	1	0
Arizona ⁽³⁾	1	0	0
California ⁽³⁾	5	2	0
Colorado	2	<u>40</u>	0
Delaware	2	0	0
Florida	5	<u>32</u>	0
Georgia	0	<u>43</u>	0
Hawaii	1	0	0
Iowa	3	<u>02</u>	0
Illinois	4	<u>30</u>	0
KansasMaryland	0	0	0
Maryland	0	4	0
Michigan	0	2	0
Minnesota	1	<u>40</u>	0
Missouri	8	<u>40</u>	0
North Carolina	0	2	0
Nebraska	1	0	0

State ⁽¹⁾	Franchise Agreements with Master Franchisees Signed But Not Yet Open ⁽²⁾	Projected New Franchised Outlets in Next Fiscal Year	Projected Company-Owned Outlets in Next Fiscal Year
New Jersey	6	31	0
New York	7	41	0
Oklahoma	4	2	0
Oregon	1	0	0
Pennsylvania	12	10	0
Puerto Rico	1	0	0
South Carolina	1	1	0
Tennessee	0	2	0
Texas	4	31	0
Utah	3	0	0
VirginiaUtah	23	1	0
WashingtonVirg inia	02	20	0
Wisconsin	3	30	0
Wyoming	1	0	0
Totals	80	4021	0

Notes to Table 5

- 1 If a state is not listed, no activity is anticipated during the relevant period
- 2 The inclusion of signed Franchise Agreements in this column does not imply that the Unit Franchises will open in the next fiscal year or in any certain fiscal year in the future
- 3 The entries for these state(s) represent activities during the relevant period in our Master Franchise Territory

Franchisee Groups

Neither we nor CWNA currently have a formal 'advertising council.' We or CWNA may choose to form a formal Cartridge World Advisory Group or 'CWAG', as prescribed under the Unit Franchise Agreement to provide input on System-related matters. (In earlier versions of the Unit Franchise Agreement, the CWAG was titled 'Franchisee Advisory Council'.) When formed a CWAG would consist of Unit Franchise owners each of whom would be elected by Cartridge World Unit Franchisees to represent the interests of a particular geographical area or region. We would have a non-voting participant on the council. Any bylaws adopted by the group would require our consent. As of the date of this Disclosure Document a CWAG has not been formed.

However, CWNA has established a marketing council consisting of 12 members, two Unit Franchisees, elected for three year terms by the Unit Franchisees in each of five regions in the United States and two Master Franchisees appointed by CWNA. To be eligible to be elected to membership in the marketing council, Unit Franchisees must meet the criteria established by CWNA including they must be in good standing, have experience in marketing, and own and operate a Unit Franchise that has met certain performance standards. The members of the marketing council review expenditures made by CWNA from the Marketing Fund and make recommendations for new marketing initiatives in an advisory capacity. This advisory council may be discontinued by CWNA or re-formed as a committee of the CWAG.

~~CWNA has also formed an informal advisory group comprised of Master Franchisee representatives who meet with CWNA staff to discuss subject areas such as store design, advertising/marketing, technology, general system matters, purchasing, training and sales. This committee is exclusively advisory in nature and is not a decision making body. Some group members are elected and some are appointed. This advisory group may be discontinued by CWNA or re formed as a committee of the CWAG.~~

~~Neither the marketing council nor the information advisory group have a single point of contact. You can contact any member of each group. The current members and their contact information is listed in Exhibit D-4.~~

ITEM 21

FINANCIAL STATEMENTS

Master Franchisee

Our audited financial statements as of December 31, 2014~~2015~~ and December 31, 2013~~2014~~, and for each of the three fiscal years in the period ended December 31, 2014~~2015~~, are attached to this Disclosure Document as Exhibit B-1.

Our fiscal year end is December 31

CWNA

CWNA's audited financial statements as of December 31, 2014~~2015~~ and December 31, 2013~~2014~~, and for each of the three fiscal years in the period ended December 31, 2014~~2015~~, are attached to this Disclosure Document as Exhibit B-2.

CWNA's fiscal year end is December 31 of each calendar year

These statements are provided for your information only. CWNA does not guaranty the performance of the Master Franchisee.

ITEM 22

CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document

- Exhibit A-1 Franchise Agreement
- Exhibit A-2 MUA
- Exhibit A-3 Spousal/Domestic Partner Consent
- Exhibit A-4 Automatic Bank Draft – Authorization Form

ITEM 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit J. Please sign and date one copy and return it to us. Retain the other copy for your records.

EXHIBIT A-1
UNIT FRANCHISE AGREEMENT

CARTRIDGE WORLD®
UNIT FRANCHISE AGREEMENT

Master Franchisee

Unit Franchisee

Franchise Agreement #

Location

Effective Date

CARTRIDGE WORLD® UNIT FRANCHISE AGREEMENT

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Exhibits to Unit Franchise Agreement

Exhibit AA-1	Data Sheet
Exhibit A-2	Royalty Fee Data Sheet
Exhibit B	Continuing Personal Guarantee
Exhibit C	Territorial Rights and Obligations
Exhibit D	Collateral Assignment of Lease
Exhibit E	Site Selection Acknowledge and ADA Certification Form

CARTRIDGE WORLD®
UNIT FRANCHISE AGREEMENT

THIS UNIT FRANCHISE AGREEMENT (this “**Agreement**”) is made and entered into on the Effective Date (as set forth in Exhibit AA-1), by and between **MASTER FRANCHISEE** (referred to as “we,” “us,” “our,” or “Master Franchisee”) as described in Exhibit AA-1 and **FRANCHISEE** (referred to as “you,” “your,” or “Franchisee”) as described in Exhibit AA-1

RECITALS

- A Cartridge World North America, LLC, a Nevada limited liability company with its principal place of business at 3917 Mercy Drive, McHenry, Illinois 60050, U S A (“**CWNA**”) and its Affiliates (including Cartridge World Australia Pty Ltd and Cartridge World International, Inc) own a format and system (the “**System**”) relating to the establishment and operation of **CARTRIDGE WORLD** businesses that sell products and services related to the sale of printer (and other) cartridges, inkjet cartridges, laser cartridges, toner, computer hardware (including printers) and software, ancillary products and services, and such additional products and services as CWNA may specify from time to time (collectively, “**Products and Services**”) at a retail and wholesale level to customers and clients (individually or collectively referred to herein as “**Unit Franchise(s)**”) As used in this Agreement, the term “**Cartridge World**” shall refer to CWNA and its Affiliates, individually, collectively or in any combination
- B The System includes certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, specifications, standards and techniques, all of which has been developed by Cartridge World at considerable expense Distinguishing characteristics of the System include certain trade marks and logos and other forms of commercial identity, training, marketing concepts, the Operations Manuals, distinctive color schemes and trade dress, and the Confidential Information, all of which may be changed, improved, and further developed by Cartridge World from time to time
- C Cartridge World identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including the mark “**CARTRIDGE WORLD**” and such other trade names, service marks, trademarks, logos, trade dress and identifiers as are now designated (and may hereinafter be designated) by Cartridge World for use in connection with the System (the “**Marks**”)
- D Master Franchisee entered into a Master Franchise Agreement with CWNA (the “**Master Franchise Agreement**,” the date of which is set forth in Exhibit AA-1), pursuant to which CWNA granted, and Master Franchisee accepted, the right and obligation to license third parties (such as Franchisee) to establish and operate Unit Franchises, and to use the Marks and the System in connection therewith, all according to the terms of relevant contracts, including this Agreement, and all within

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and unit franchise agreements with Cartridge World, which will provide Input to us/Cartridge World from time to time

- 1.6 **“Customary Representations, Warranties and Agreements”** - Includes commitments generally made by a transferor in connection with a transfer of a business and/or related assets, including but not limited to representations as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts, and liabilities, contingent or otherwise, relating to the business/assets/entity to be acquired, full indemnification obligations and non-competition covenants by the transferor and each Affiliate, substantially similar to those required in Sections 7.4 and 8.2 B of this Agreement, the delivery at closing of instruments transferring good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us in our Business Judgment), and demonstrating that all sales, transfer and/or similar taxes are to be paid by the transferor through escrow if we so require, the transfer at closing of all licenses and permits which may be assigned or transferred
- 1.7 **“Designated Equipment”** - Equipment that meets our/CWNA’s requirements and which you must obtain and use in the operation of your Unit Franchise
- 1.8 **“Designated Individual”** - A person who has the controlling ownership interest in Franchisee, is responsible for the management of your Unit Franchise, and is identified in Exhibit AA-1, or a substitute individual reasonably approved by us in writing. The Designated Individual will function as the Manager for your Unit Franchise, unless waived in writing by us/CWNA.
- 1.9 **“Franchise”** - The right granted to you in this Agreement to operate one CARTRIDGE WORLD Unit Franchise using the Marks and the System
- 1.10 **“General Release”** - A general release, in the then-current form prescribed by us at the time such release is to be delivered, of any and all claims, liabilities and/or obligations, of any nature whatsoever, including existing as of, and/or arising before, the date of any such release, however arising, known or unknown, whether against us and/or any or all of the Master Franchisee-Related Parties, and whether by you, any owner of you (if you are or become a Business Entity), any person/entity claiming on the basis of an alleged right of yours, and/or any Affiliate of any of the foregoing
- 1.11 **“Good Standing”** - You are in “Good Standing” if you (and each of your owners and Affiliates) are not in default of any obligation to us and/or any of the Master Franchisee-Related Parties, whether arising under this Agreement or any other agreement between you (and each of your owners and Affiliates) and us (and/or any of the Master Franchisee-Related Parties), the Operations Manuals or other System requirements

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information and materials developed, acquired, licensed or used by us and/or Cartridge World in our/their operation of the System

- 1.17 **“Manager”** - The individual responsible for responsible for the overall day-to-day management and operation of the Unit Franchise including, but not limited to, administration, basic operations, marketing, record keeping, employee staffing and training, hiring and firing, inventory control, and maintenance of the Premises
- 1.18 **“Master Franchisee-Related Parties”** - Master Franchisee, Cartridge World, CWNA, the Marketing Fund, the CWAG and each and all of the following, whether past, current and/or future each and all company(ies) and/or person(s) acting through, in concert with us and/or any of the foregoing, and/or as Affiliates of ours and/or of any of the foregoing, each and all of the partners, shareholders, officers, directors, agents, attorneys, accountants, and/or employees of us and/or any of the foregoing, and each and all of the predecessors, successors and/or assigns of us and/or any of the foregoing
- 1.19 **“Opening Date”** - The date you commence operating the Unit Franchise with our prior written approval after compliance with the pre-opening requirements set forth in this Agreement
- 1.20 **“Operations Manuals”** - Specifications, standards, policies and procedures prescribed by us and/or Cartridge World and published to you in any media (including electronic) and which are to be followed in the operation of your Unit Franchise as they may be changed or eliminated by us or them in our or their Business Judgment
- 1.21 **“Post-Termination Provisions”** - Those obligations contained in this Agreement that expressly or by their nature survive its expiration, Transfer, Repurchase, or termination for any reason, including, without limitation, the confidentiality, non-competition, indemnification, and dispute resolution and other provisions contained in Sections 7, 8, 14, 17, 19, 20, 22 and 23
- 1.22 **“Premises”** - The site located in your Territory from which you are approved to operate your Unit Franchise
- 1.23 **“Repurchase”** - Repurchase is an acquisition by us (and/or any of the Master Franchisee-Related Parties) of your rights in and/or to (i) this Agreement, (ii) any Business Entity Franchisee, (iii) your Unit Franchise, and (iv) any lease or assets associated with any of the foregoing
- 1.24 **“Similar Business”** - Any enterprise that offers, is otherwise involved in, or deals with any goods, products and/or services, which are substantially similar to the Products and/or Services now or in the future authorized to be offered by, at, in connection with or from Unit Franchises (including any such enterprise and/or entity awarding franchises or licenses to operate or be involved with any such business)

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Our receipt of any Royalties with respect to any Similar Business is not an approval of your involvement with any Similar Business

- 1 25 **"Territory"** - The geographic area described in Exhibit AA-1
- 1 26 **"Trade Secret"** - Information that is proprietary to us and/or Cartridge World, including a formula, procedure, pattern, compilation, program, device, discovery, invention, method, technique or process, that (i) derives independent 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/or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy
- 1 27 **"Travel Expenses"** - All costs incurred for travel, transportation, food, lodging, automobile rental and all other related costs and expenditures
- 1.28 **"Unit Franchise"** - The franchised CARTRIDGE WORLD business operated by you pursuant to the terms of this Agreement

2. GRANT

2.1 **Award of Franchise; Term.**

- A We are pleased to award you a Franchise to operate one Unit Franchise, and to use the Marks and the System in the operation of that Unit Franchise
- B If this Agreement is awarded in connection with a new Franchise or a Transfer, the Franchise is awarded for a term of ten (10) years, commencing on the Effective Date and ending on the Expiration Date noted in Exhibit AA-1. If this Agreement is awarded in connection with the grant of a renewal Franchise, then the term of this Agreement will be governed by the renewal provisions of the Franchise Agreement under which the Unit Franchise operated during the initial term of the Franchise (which is now expired), and the Expiration Date under such circumstances is noted in Exhibit AA-1
- C The Franchise awarded to you by this Agreement is to operate only a single Unit Franchise and to use the Marks and the System only for purposes of conducting a business in accordance with the provisions of this Agreement, the Operations Manuals and other communications from us
- D You are authorized to use the Marks only in connection with the Unit Franchise. The business of the Unit Franchise will be conducted in compliance with the provisions of this Agreement. You and we understand that the business activities of the Unit Franchise include the sale and delivery of certain Products and Services to customers' and clients' business premises both before and after you commence operating from the Unit Franchise from the

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Premises You must not conduct any activities from the Premises other than the operation of your Unit Franchise without our prior written consent You will not engage in any other business or activity that may conflict with your obligations under this Agreement or reduce the Gross Revenue or Gross Profit of your Unit Franchise

E Any required specifications, standards and operating procedures exist to protect Cartridge World's interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you

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2.2 **Territory and Reservation of Rights.** The parties' rights and obligations relating to the Territory are set forth in Exhibit C

3 DEVELOPMENT AND OPENING OF YOUR UNIT FRANCHISE

3.1 **Commencing Operations of Unit Franchise.**

A You must have a site for your Premises acceptable to us, receive the notice from us described in Section 3.6 below, and do everything necessary to commence operating the Unit Franchise from the Premises, all within twelve (12) months after the Effective Date You must not operate the Unit Franchise from or make any commitments regarding a site for your Premises until you have our written site acceptance We will not unreasonably withhold our acceptance of the site for your Premises Acceptance by us of any site or location is not a recommendation, approval or endorsement of such site We make no representations or warranties as to the success, availability or profitability of any site or as to any other matter of any kind relating to the site Your failure to commence operating your Unit Franchise from the Premises within twelve (12) months after the Effective Date is a material breach of this Agreement

B All matters related in any way to your Premises are your sole responsibility, regardless of any assistance we may choose to provide You are responsible for obtaining any architectural and engineering services required for your Premises and for ensuring its compliance with local law Neither we, nor any Master Franchisee-Related Party, nor any other person or company associated with us will have any liability for any Premises-related matter You agree not to make any claims against us and/or any of the Master Franchisee-Related Parties with regard to such matters

C You will commence the operations of your Unit Franchise immediately upon your receipt of our notice to you that (i) all of your pre-opening obligations have been fulfilled, (ii) pre-opening training has been completed, (iii) all amounts due us (and/or any Affiliate and/or Cartridge World) have been paid, and (iv) copies of all insurance policies (and evidence of payment of premiums) and other required documents have been received

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- D We or our designee will provide you with grand opening marketing and promotional materials and guidance. You must develop and submit to us, for our prior written approval, a community grand opening marketing plan. If we do not approve your proposed plan, or if you do not submit a plan, we will have the right (but not the obligation) to prepare a community grand opening plan for you. In addition to (and not in lieu of) of the Marketing Fund Contribution (Section 11.1 below) and Local Advertising Expenditure (Section 11.3 below), you must expend no less than the amount set forth in Exhibit AA-1 for the grand opening advertising during a period of no more than three (3) months encompassing the Opening Date of your Unit Franchise. You must submit all proof of approved advertising and associated documentation to us or CWNA within one hundred twenty (120) days after the Opening Date of your Unit Franchise.
- E You will use only Designated Equipment and suppliers approved or designated by us in the development and operation of your Unit Franchise as we may require. We and/or our Affiliates and/or Cartridge World may be such approved or designated suppliers.

3.2 Lease of Premises

- A You agree to submit any lease or sublease and all site-related documents for the Premises to us for our review prior to their execution by you. You shall use commercially reasonable efforts to arrange for the inclusion of provisions in a lease addendum or other appropriate site-related documents which
- 1 Obligate the lessor to provide us upon request with sales and other operations information related to your Unit Franchise,
 - 2 Permit you to operate your Unit Franchise in accordance with this Agreement and the Operations Manuals,
 - 3 Provide that the Premises will be used only for the operation of a CARTRIDGE WORLD Unit Franchise, and prohibit you from assigning or modifying any of your lease rights, or extending the term without our prior written consent,
 - 4 Require the lessor to concurrently provide us with a copy of any written notices (whether of default or otherwise) to you under the lease and give us the right to cure any default if we so choose,
 - 5 Provide us with a right to take assignment and possession of your Premises, without the lessor's consent or any additional consideration if you default and/or this Agreement expires or is terminated or rescinded. If we exercise this right, we will not have any liability for any

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- 3.4 **Development of Premises.** You must select and employ a licensed contractor reasonably acceptable to us, which acceptance will not be unreasonably withheld, to facilitate the build out of the Premises. You are solely responsible for the selection and work of any contractor selected and/or employed by you, even if referred by us
- 3.5 **Designated Equipment.** You will use only Designated Equipment and suppliers approved or designated by us in the development of the Premises and the operation of your Unit Franchise. We and/or our Affiliates and/or Cartridge World may be such approved or designated suppliers
- 3.6 **Vehicles.** All vehicles used by you in the operation of your Unit Franchise will comply with our/CWNA's standards and specifications for maintenance, repair, ~~signage~~ signage, graphics, appearance and cleanliness. You will not hire any person to drive any vehicle who is not properly licensed under all applicable federal, state and local laws. You will require each driver to comply with all applicable federal, state and local laws, regulations and rules applicable to the operation and maintenance of motor vehicles, and you acknowledge that you are solely responsible for enforcement of these requirements
- 3.7 **Opening at Premises** You will not operate the Unit Franchise from the Premises until you receive written notice from us indicating that all of your pre-opening obligations relating to the Premises have been fulfilled, including, but not limited to, copies of all insurance policies (and evidence of payment of premiums), leases/subleases and other Premises documents have been received by us
- 3.8 **Relocation of Premises** Any relocation of the Premises requires our written consent, will be at your sole expense, and will require that you (and each Affiliate and owner of yours) sign a General Release. If your Premises are damaged, condemned or otherwise rendered unusable, or if, in your and our judgment, there is a change in the character of the location of your Premises sufficiently detrimental to its business potential to warrant its relocation, you agree to relocate your Premises. Master Franchisee shall have the right to grant or to withhold its approval as to any proposed location or relocation of your Premises and, if Master Franchisee's approval is granted, you understand that Master Franchisee's approval will not be deemed to be a guarantee, representation, or assurance by Master Franchisee that the Unit Franchise will be profitable or successful at the proposed location of your Premises or upon the relocation of your Premises. The relocated Premises will comply with the then-applicable image, décor, standards and specifications for new Unit Franchises and with the Operations Manuals. You will open for business at the relocated Premises within six (6) months after the date of the approval of and/or decision to relocate your Premises. Notwithstanding the foregoing, you will pay Royalties for each Royalty period (or portion thereof) during which the Premises are closed as a result of the relocation of the Premises based upon the average Gross Revenue and Gross Profit generated by the Unit Franchise during the preceding six (6) Royalty periods (or the

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from our business and that of Cartridge World. You will include notices of independent ownership on such forms, business cards, stationery, advertising, signs and other materials as we require from time to time.

7.2 Operation of Business. You will be totally and solely responsible for the operation of your Unit Franchise in accordance with the requirements of this Agreement and the Operations Manuals, and will hire, control, supervise and manage all the employees, agents and independent contractors who work for or with you. You will be responsible for the acts of your employees, agents and independent contractors, and will take all reasonable business actions necessary to ensure that your employees, agents and independent contractors comply with all applicable federal, state, city, local and municipal laws, statutes, ordinances, rules and regulations.

7.3 Employment Decisions. We/CWNA will not have any right, obligation or responsibility to hire, fire, control, supervise or your employees, agents or independent contractors. To the extent any legal authority determines that we have a duty to act or not act with respect to any of your employees, we hereby assign to you any such duty, and you hereby accept such assignment. You will be solely responsible for all employment decisions and functions of the Unit Franchise including, without limitation, those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, scheduling, supervision, and discipline of employees, regardless of whether you receive advice from us/CWNA on these subjects. You acknowledge and agree that all personnel decisions will be made by you, without any influence or advice from us/CWNA, and such decisions and actions will not be, nor deemed to be, a decision or action of us/CWNA.

7.3.7.4 No Liability for Acts of Other Party. You will not represent that your and our relationship is other than that of independent Master Franchisee and Franchisee. Neither you nor we will have any liability under any acts, omissions, agreements or representations made by the other that are not expressly authorized in writing. This Agreement does not create a fiduciary relationship between you and us, CWNA and/or Cartridge World.

7.4.7.5 Taxes. Payment of all taxes related to your Unit Franchise is your sole responsibility. Neither we nor Cartridge World have any liability for any taxes on the sales made and/or business conducted by you (except for any taxes we are required by law to collect from you with respect to purchases from us).

7.5.7.6 Indemnity. You will defend, indemnify and hold us and all of the Master Franchisee-Related Parties harmless from all fines, suits, proceedings, claims, demands, actions, losses, damages, costs, fees (including Attorneys' Fees and related expenses) and/or any other liability of any kind or nature, however arising, growing out of or otherwise connected with the operation of your Unit Franchise and/or related to any act, error and/or omission of yours or your employees, even if there is a claim that a Master Franchisee-Related Party was negligent, including, but not limited to, your ownership and/or management of your Unit Franchise and/or any Transfer. We and/or Cartridge

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World will have the right to control all litigation, and defend and/or settle any claim, against and/or including us and/or the Master Franchisee-Related Parties, or affecting our and/or their interests, in such manner as we/Cartridge World deem appropriate in our/their respective Business Judgment, without affecting our/their rights under this indemnity

7-677 No Warranty Unless we give to you a specific written warranty for a particular item or service, goods and/or services provided by us, the Master Franchisee-Related Parties and/or any "approved" person/company/referral are provided without any warranties, express or implied, from us or any Master Franchisee-Related Party, **THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED.** To the extent that they are transferable, we will pass on to you any warranties received from suppliers by us or Master Franchisee-Related Parties in connection with products distributed by us or Master Franchisee-Related Parties to you.

7-778 Disclosure. You permit us to disclose, in Disclosure Documents required by law and other places, any information relating to your Unit Franchise, including your name, any address and/or phone number(s), revenues, expenses, results of operations and/or other information. Any disclosure by us shall be for reasonable business purposes, and our rights under this Section survive the termination or expiration of this Agreement, or any Transfer or Repurchase

8 COVENANTS

8.1 Confidential Information - Non-Disclosure and Non-Use.

A "Confidential Information" includes all information relating to the operation of a Unit Franchise or the System, including, among other things, all current and future (i) Operations Manuals, training, techniques, Trade Secrets, processes, policies, procedures, systems, data and know how regarding the development, marketing, operation and franchising of Unit Franchises, (ii) specifications and information about the Products and Services, (iii) all information regarding customers and suppliers, including any statistical and/or financial information and all lists, (iv) methods of refilling printer cartridges, and (v) Cartridge World's engineered jigs. Specifically, and without limitation, Cartridge World owns and controls all domain names and URLs ("Uniform Resource Locator") relating to any and all Unit Franchises, as well as all information, lists and data related to past, present and future customers of your Unit Franchise. Your only interest in any of this Confidential Information is the right to use it pursuant to this Agreement. You have the burden of proof and of going forward in any dispute between you and us or Cartridge World involving the proprietary or confidential nature of any information.

B You can only use the Confidential Information for the sole purpose of operating your Unit Franchise under this Agreement. Both during and after the

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D You and we share a mutual interest in ensuring compliance with the limitations on competition described in this Section 8.2. A CARTRIDGE WORLD franchisee's non-compliance with these restrictions would damage you, us and other CARTRIDGE WORLD franchisees and unfairly limit reasonable expansion alternatives open to us and System members. You acknowledge and agree that such protections can enhance the value of the System to you as a franchisee, represent a reasonable balancing of your and our respective interests and have been expressly bargained for. You confirm that you possess valuable skills unrelated to the Franchise and have the ability to be self-supporting and employed, regardless of the competitive restrictions described in this Section 8.2.

E If you violate any of the foregoing restrictions, our remedies will include (but not be limited to) the right to obtain equitable relief and to receive all profits generated in connection with the operation of any Similar Business until the date you cease to violate such restrictions. All competitive restrictions will be extended for the length of time that any breach of the Post-Termination Provisions is ongoing.

8.3 Construction and Enforcement. If any of the restrictions of this Section 8 are determined to be unenforceable to an extent because of excessive duration, geographic scope, business coverage or otherwise, they will be reduced to the level that provides the greatest protection to us and the System, but which is still enforceable, notwithstanding any choice-of-law or other provisions in this Agreement to the contrary. Franchisee understands and acknowledges that Master Franchisee/CWNA shall have the right to reduce the scope of any restrictions set forth in this Section 8, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply forthwith with any restrictions as so modified, which shall be fully enforceable notwithstanding the provisions of Section 22.2 below. Franchisee expressly agrees that the existence of any claims it may have against Master Franchisee/CWNA, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Master Franchisee/CWNA of the covenants in this Section 8. Franchisee agrees to pay all costs and expenses (including reasonable Attorneys' Fees) incurred by Master Franchisee/CWNA in connection with the enforcement of this Section 8.

9 FEES

9.1 Initial Franchise Fee, Releases, etc. An Initial Franchise Fee in the amount set forth in Exhibit AA-1 is fully earned and payable to us on signing of this Agreement. The Initial Franchise Fee is entirely nonrefundable. A full or partial refund of deposit payments, if any, shall be governed by the terms of the agreement under which the deposit was paid.

9.2 Royalty, Payment Dates.

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- A You agree to pay us Royalties in each Royalty period as set forth in Exhibit AA-2 below. Royalties are to be paid by the tenth (10th) day of each Royalty period for the preceding Royalty period. Royalty payments are due for each Royalty period during the term of this Agreement, commencing with (i) the Royalty payable for the Royalty period in which your Unit Franchise begins operations, or (ii) the Royalty for the sixth Royalty period after the Effective Date of this Agreement, whichever Royalty period occurs first. The current Royalty period is a calendar month, but the time period may be changed by us in our Business Judgment. You must use your best efforts to maximize your Gross Revenue and Gross Profit.
- B We may require that various Products and/or Services only be supplied by us, a Master Franchisee-Related Party, and/or a designee of ours. You understand and agree that we and/or our Master Franchisee-Related Party will derive additional revenues/profits as a result of your purchases of such Products and/or Services.

9.3 Electronic Funds Transfer. You must participate in our then-current electronic funds transfer and reporting program(s). The then-current transfer process (e.g., account debit dates, applicable forms and other relevant information) will be provided in the Operations Manuals or other written instruction from us. In any event, all Royalties owed and any other amounts designated by us must be received or credited to an account specified by us by pre-authorized bank debit not later than the end of business on the tenth (10th) day after a Royalty period. You agree to maintain sufficient funds in your authorized accounts to meet your payment obligations under this Agreement. An insufficient account balance and/or any non-payment or late payment of the actual amount due is a breach of this Agreement.

9.4 Interest and Late Fees on Late Payments and/or Reports/Collections Costs. All amounts you owe us and/or our Affiliates bear interest at the highest applicable legal rate for open account business credit, but not to exceed one and one-half percent (1.5%) per month. Additionally, we can require you to pay an administrative late fee of Two Hundred Dollars (\$200) for each late payment or report. The foregoing amount is subject to inflation adjustment under Section 9.6, but will not exceed any applicable legal restrictions. If we experience repeated late payments by you, then we can require you to pay all amounts due us by cashier's check. You are responsible for all reasonable costs of collection incurred by us in connection with any late payments, including legal costs and Attorneys' Fees.

9.5 Application of Payments, Set-Offs etc. As to you and/or any Affiliate of yours, we can (i) apply any payments received to any past due, current, future or other indebtedness of any kind in our Business Judgment, no matter how payment is designated by you, except that Marketing Fund Contributions may only be credited to the Marketing Fund, (ii) set off, from any amounts that may be owed by us, any amount owed to us or any marketing fund, and (iii) retain any amounts received for your account (and/or that of any Affiliate of yours), whether rebates from suppliers or

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Franchise is located We can specify at any time the types and amounts of coverage required under such policies and require different and/or additional kinds of insurance including, but not limited to, general liability, property damage, personal and bodily injury, products liability, data security/cyber breach liability, automobile liability and excess liability insurance coverages Each insurance policy must (i) name us and our Affiliates and Cartridge World as additional insured for liabilities arising out of the operations of the named insured(s), (ii) contain a waiver of all subrogation rights against us, our Affiliates, Cartridge World and any successors and assigns, and (iii) provide thirty (30) days prior written notice to us of any material modifications, cancellation, or expiration of such policies

- B Your failure to maintain the required insurance coverage for your Unit Franchise is a material default of this Agreement, and is grounds for the termination of this Agreement If you fail to maintain required insurance coverage, we will have the right to terminate this Agreement in compliance with the provisions of this Agreement and applicable law or, in the alternative in our discretion, the right (but not the obligation) to obtain such insurance coverage on your behalf You will pay us on demand any costs and premiums incurred by us to obtain the required insurance coverage on your behalf
- C Current insurance requirements include the following and are subject to change by us (i) comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, your Unit Franchise, (ii) all risk property and casualty insurance for the replacement value of your Unit Franchise and all associated items, and (iii) business interruption insurance providing for continued payment of all amounts due us and/or any Affiliate of ours under this Agreement
- D You obligation to obtain and maintain insurance policies in the amounts specified will not be limited in any way by reason of any insurance that we/Cartridge World may maintain, nor does your procurement of required insurance relieve you of liability under the indemnity obligations described in Section 7.6 Your insurance procurement obligations under this Section are separate and independent of your indemnity obligations We do not represent or warrant that any insurance that you are required to purchase will provide adequate coverage for you or your Unit Franchise The insurance requirements are for our/Cartridge World's protection You should consult with your own insurance agents, brokers, attorneys and other insurance advisors to determine the level of insurance protection you need and desire, in addition to the coverage and limits required by us/Cartridge World

10.7 Program Participation We can condition your participation in any program, or your receipt of any System benefits, on you being in Good Standing

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WORLD businesses owned by CWNA and/or us will make contributions to the Marketing Fund as if they were subject to the then-current form of Unit Franchise Agreement

G Neither CWNA nor we (nor any of the Master Franchisee-Related Parties, including the CWAG) will be liable for any act or omission in connection with the Marketing Fund which is consistent with this Agreement. You and we expressly agree that none of the relationships with you in connection with the Marketing Fund are in the nature of a "trust," "fiduciary" or similar special arrangement.

H Subject to the express requirements of this Agreement that your Marketing Fund Contributions will only be spent as authorized herein, you agree that we and/or Cartridge World can deny access to any and all programs and/or materials created by, and benefits of, the Marketing Fund to you and to any franchisees who are in default in any obligations to the Marketing Fund and/or otherwise in default under this Agreement.

11.2 Your Participation in Marketing Fund You agree to participate in all Marketing Fund programs. You have the right to set your own prices, except that we can specify maximum or minimum prices for goods or services to the greatest degree permitted by law. You will fully honor all coupons, price reduction and other promotions/programs as directed by us. CWNA can choose for the Marketing Fund to furnish you with marketing, advertising and promotional materials and also can choose to require that you pay the cost of producing, shipping and handling for such materials.

11.3 Your Local Marketing Activities

A You must spend the minimum amount as set forth in Exhibit AA-1 each calendar month for local advertising and promotion of your Unit Franchise, subject to the additional grand opening advertising expenditure requirements provided for in Section ~~3-73~~ 1 D above. You agree to submit, upon our request, verification of your expenditures in a form prescribed by us in our Business Judgment. Appropriate local advertising expenditures may include, but are not limited to, classified telephone directory listings and advertising. The value of discounts, coupon redemptions, products or services given without charge, salaries and expenses of any employees of Franchisee, or any charitable, political, or other contributions or donations, shall not be considered to meet your local advertising obligation under this Section.

B Your advertising must be in good taste and conform to ethical and legal standards. We can require that samples of all advertising and promotional materials for any media, including the Internet, be submitted to us for our review and approval prior to use. You agree not to use any materials or programs disapproved by us/CWNA at any time in our/their Business Judgment. We can require that a brief statement regarding the availability of

Unit Franchisee Initials ____/____

stock, (iv) any transfer in a corporate or partnership dissolution, divorce, insolvency proceeding or otherwise by operation of law, (v) any transfer of any interest in any revenues, profits, or assets of your Unit Franchise which is not in the ordinary course of business, or (vi) any transfer to a Business Entity and/or a trust or similar entity. A transfer of ownership, possession or control of your Unit Franchise, or any of its assets, may only be made in conjunction with a Transfer of the Franchise, subject to the right of first refusal granted to us in Section 14.10 or our Repurchase rights under Section 14.11, and the conditions set forth in Section 14.3 below. Any Transfer in the event of death or disability will be governed by Section 14.5 below.

14.3 Conditions for Approval of Any Transfer.

- A. All of the following conditions must be met prior to, or concurrently with, the effective date of any Transfer. We can ~~waive~~expand upon, or provide more details related to, any condition in our sole and absolute discretion in the Operations Manuals or otherwise in writing.
1. You must be in compliance with this Agreement, the Operations Manuals, all other agreements between you and us (including any of our respective Affiliates), and all leases/subleases with any party, and the transferee must expressly assume all obligations under all such agreements, and
 2. The transferee and its owners must meet our then-current requirements for new franchisees, including but not limited to business experience, aptitude and financial resources, as well as immigration status, and
 3. You must meet all payment and reporting obligations under this Agreement and any other agreements between you and us (and any of our respective Affiliates and Cartridge World). Promissory notes shall be accelerated and paid in full, and
 4. All obligations to third parties in connection with your Unit Franchise must be satisfied or assumed by the transferee, and
 5. All aspects of your Unit Franchise, including but not limited to its design, appearance, equipment, and operations, must have been brought into full compliance with the Operations Manuals and specifications and standards then-applicable for new Unit Franchises, and
 6. The transferee, its Designated Individual and/or Manager must have successfully completed, or at our option, have agreed in writing to successfully complete within three (3) months after the Transfer, the training program for new franchisees. The transferee will be

Unit Franchisee Initials ____/____

responsible for all Travel Expenses and training costs, including then-applicable training fees, and

- 7 The transferee must, at our option, (i) agree to be bound by all the terms and conditions of this Agreement for the remainder of the term, or (ii) execute our then-current form of Franchise Agreement and ancillary documents (including guarantees) as are then customarily used by us in the grant of Unit Franchises, which may contain terms materially different from this Agreement. The term of any such new Franchise Agreement shall be for the full term generally awarded to new franchisees as of the time of the Transfer, and
- 8 The Transfer must be completed in compliance with the terms of any applicable leases and other agreements and with all applicable laws, including but not limited to licensing and operations-related laws and/or laws governing franchise sales, and
- 9 You or the transferee must pay us with your application for a Transfer a non-refundable transfer fee as set forth in Exhibit AA-1, but only if such proposed Transfer involves a change in controlling interest, an assignment of this Agreement, or sale of all or substantially all of your Unit Franchise's assets, and
- 10 You and each of your owners and/or Affiliates, and the transferee (and each owner and/or Affiliate of the transferee), must sign a General Release, and
- 11 Any grant of a security or similar interest in connection with a Transfer (which grant may or may not be permitted by us in our Business Judgment), will be subordinated to our rights and the rights of any Master Franchisee-Related Party under this Agreement or any other agreement, provided that we can refuse to allow you or anyone else to grant or receive a pledge, mortgage, lien or any security or similar interest in and/or to the Franchise or your Unit Franchise (or any of its assets) if, after having expended commercially reasonable efforts in discussions with lenders or other applicable parties, we are unable in our Business Judgment to obtain appropriate protections for our rights under this Agreement and/or for System interests, and
- 12 You must agree with the transferee not to compete after the Transfer in accordance with restrictions acceptable to us and substantially similar to those described in Section 8.2.B above, to the maximum extent permitted by law. We shall be named a third party beneficiary of such agreement, and

Unit Franchisee Initials ____/____

- H You must have paid us a renewal fee in the amount set forth in Exhibit AA-1 below. The fee must be received from you at the time of your election and is non-refundable unless we do not grant a renewal agreement to you.

Failure by you and/or your owners to timely complete all of the foregoing requirements will be deemed an election by you not to obtain the renewal Franchise.

16. TERMINATION OF FRANCHISE

16.1 Automatic Termination. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee, or if Franchisee is adjudicated a bankrupt or insolvent, or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction, or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee, or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless unappealed or a supersedeas bond is filed), or if Franchisee is dissolved, or if execution is levied against Franchisee's business or property, or if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days, or if the real or personal property of Franchisee's Unit Franchise is sold after levy thereupon by any sheriff, marshal, or constable.

16.2 Termination with No Right to Cure. This Agreement will automatically terminate upon delivery of our written notice of termination to you in compliance with Section 20 (without further action by us, and without opportunity to cure) if you (or any of your owners)

- A fail to timely meet the site selection, development, opening and other requirements provided in Sections 3.1 and 3.6 above, or failure to successfully complete training to our satisfaction as required in Section 5.1 above, or
- B abandon your Unit Franchise, or fail to open the Unit Franchise for normal business for seven (7) consecutive business days or during the operating hours approved by us for your Unit Franchise, without our prior written consent,
- C lose the right to possession of your Premises and fail to relocate before the termination/expiration of any applicable lease/sublease to a substitute location authorized by us, or fail to open the Unit Franchise at the Premises relocated pursuant to Section 3.8 of this Agreement within six (6) months after the date of the approval of and/or decision to relocate your Premises, or

Unit Franchisee Initials ____/____

THE FRANCHISE RELATIONSHIP, WHETHER ASSERTED AS A RELATED OR INDEPENDENT TORT, AS A BREACH OF CONTRACT, OR AS ANY OTHER CLAIM OR CAUSE OF ACTION BASED ON CONSTITUTIONAL, STATUTORY OR COMMON LAW, AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

19.2 **JURY TRIAL WAIVER** THE PARTIES IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING, RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN MASTER FRANCHISEE, CUNA, FRANCHISEE, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

19.3 **Governing Law.** This Agreement takes effect upon its acceptance and execution by Master Franchisee, and shall be interpreted and construed exclusively under the laws of the jurisdiction set forth in Exhibit AA-1, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of the choice-of-law rules of such jurisdiction), provided, however, that if the covenants in Section 8.2 of this Agreement would not be enforceable under the laws of such jurisdiction and the Unit Franchise is located outside of such jurisdiction, then such covenants shall be interpreted and construed under the laws of the state in which the Unit Franchise is located. Nothing in this Section 19.3 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of any state to which this Agreement would not otherwise be subject.

19.4 **Mediation.** The parties shall attempt in good faith to resolve any dispute concerning this Agreement or the parties' relationship promptly through negotiation between authorized representatives. If these efforts are not successful, either party may attempt to resolve the dispute through non-binding mediation. Either party may request mediation through the National Franchise Mediation Program, using the procedures employed by the CPR Institute for Dispute Resolution, Inc., or other nationally recognized mediation services as we may reasonably designate. We will provide you with the contact address for that organization. The mediation will be conducted by a mutually acceptable and neutral third party. If the parties cannot resolve the dispute through negotiation or mediation, or choose not to negotiate or mediate, either party may pursue litigation.

19.5 **Venue.** The parties agree that any action brought by Franchisee against Master Franchisee in any court, whether federal or state, shall be brought within such state and in the judicial district in which Master Franchisee has its principal place of business. Any action brought by Master Franchisee against Franchisee in any court, whether federal or state, may be brought within the state and judicial district in which Master Franchisee has its principal place of business or, at Master Franchisee's

Unit Franchisee Initials ____/____

CARTRIDGE WORLD®
Unit Franchise Agreement

Exhibit AA-1
Data Sheet

You acknowledge and agree that by signing the Unit Franchise Agreement and this Exhibit, you are subject to the terms and conditions of the Unit Franchise Agreement and this Exhibit

¶	Section Cross-Reference	Item
1	First Paragraph, 2 1	Effective Date _____, 20__ Expiration Date _____, 20__ (10 years after Effective Date, unless this Agreement is for a Renewal Franchise and the provisions of the expired Unit Franchise Agreement provides for a different Expiration Date)
2	First Paragraph	Master Franchisee _____, a _____ organized under the laws of _____, with its principal place of business at _____
3	First Paragraph	Franchisee _____, a [resident of] [corporation organized under the laws of] [limited liability company organized under the laws of] _____ and having its principal place of business at _____
4	Recital E	Date of the Master Franchise Agreement _____, 20__
5	1 8	Designated Individual _____
6	1 20	Premises (address of Unit Franchise) _____ _____ _____
7	1 23	*Territory _____ _____ _____
8	3-73 1 D	Grand Opening Advertising Expenditure Five Thousand Dollars (\$5,000)
9	5 1 B	Training Fee _____ Dollars (\$)
10	9 1	Initial Franchise Fee Fifty Thousand Dollars (\$50,000)
11	9-2	Royalty For each Royalty period, the Royalty shall be calculated as follows with respect to the two business segments identified below

Unit Franchisee Initials ____/____

¶	Section Cross- Reference	Item
		1- six percent (6%) of the Gross Revenue received or earned by you during the preceding Royalty period, PLUS 2- six percent (6%) of the Gross Profit received or earned by you on all Ancillary Items during the preceding Royalty period
12	9-2	Pre-Opening Minimum Royalty Five Hundred Dollars (\$500), payable to us commencing on the 10th day of the sixth Royalty period (currently a calendar month) after the Effective Date of this Agreement, and continuing until the payment of the Royalty for the Royalty period in which you commence operating the Unit Franchise generating Gross Revenue and/or Gross Profit.
13	9-2	Minimum Royalty After Opening Commencing with the Royalty payment for the Royalty period in which you the commence operating your Unit Franchise and continuing each Royalty period thereafter for the remaining term of this Agreement, you will pay Royalties for each Royalty period as follows: For each Royalty period the Royalty shall be calculated as set forth in Paragraph 10 of this Exhibit. Each "Year" period as defined below in this Paragraph of this Exhibit A after you commence business you will pay Royalties to us each Royalty period equal to the greater of (a) the amount calculated as set forth in Paragraph 10 above, or (b) \$750. A Royalty period is currently a calendar month, a "Month."
14 11	11-1	Marketing Fund Contribution For each Royalty period, the Marketing Fund Contribution shall be calculated as follows with respect to the two business segments identified below: 1 up to four percent (4%) of Gross Revenue received or earned by you during the preceding Royalty period, PLUS 2 up to four percent (4%) of the Gross Profit received or earned by you on all Ancillary Items during the preceding Royalty period
15 12	11-3	Local Advertising Expenditure _____ Dollars (\$_____) per month
16 13	14-3 A-9	Transfer Fee Ten Thousand Dollars (\$10,000)
17 14	15-3 H	Renewal Fee Twenty percent (20%) of our then-current Initial Franchise Fee for a first Unit Franchise (but not less than \$5,000)
18 15	19-3	Governing Law _____

** Note: Boundary lines include only the area within the boundary line and extend only to the middle of the boundary demarcation (for example, only to the middle of a street or highway). You have no rights under this Agreement or otherwise with respect to a facility on the other side of the boundary.*

Unit Franchisee Initials ____/____

line, street or highway or otherwise, and no matter how close to such boundary a facility may be, regardless of the distance from impact on, or vicinity of, your Premises or the number of Unit Franchises, other outlets or otherwise in any area or market.

<u>Master Franchisee</u>	<u>Franchisee</u>
By _____	By _____
Name _____	Name _____
Title _____	Title _____

CARTRIDGE WORLD®
Unit Franchise Agreement

Exhibit A-2
Royalty Fee Data Sheet

You acknowledge and agree that by signing the Unit Franchise Agreement and this Exhibit, you are subject to the terms and conditions of the Unit Franchise Agreement and this Exhibit

<u>I</u>	<u>Section Cross- Reference</u>	<u>Item</u>
<u>1</u>	<u>9 2</u>	<u>Royalty For each Royalty period, the Royalty shall be calculated as follows with respect to the two business segments identified below</u> <u><u>1</u> six percent (6%) of the Gross Revenue received or earned by you during the preceding Royalty period, PLUS</u> <u><u>2</u> six percent (6%) of the Gross Profit received or earned by you on all Ancillary Items during the preceding Royalty period</u>

Master Franchisee

Franchisee

By

By

Name

Name

Title

Title

Unit Franchisee Initials ____/____

CARTRIDGE WORLD®
Unit Franchise Agreement

Exhibit B
Continuing Personal Guarantee

In consideration of, and as an inducement to, the execution by _____ (Master Franchisee's Name), a(n) _____ (Name of State/Type of Business Entity), ("Master Franchisee") of the franchise agreement (the "Franchise Agreement") between Master Franchisee and _____ ("Franchisee"), each of the undersigned hereby personally and unconditionally, jointly and severally

- (1) guarantees to Master Franchisee, its Affiliates, the Master Franchisee-Related Parties (as defined in the Franchise Agreement) and each of their respective successors and assigns, for the term of the Franchise Agreement and thereafter as provided for in the Franchise Agreement, that the undersigned will be personally bound by, and punctually pay and perform, each and every agreement and obligation set forth in the Franchise Agreement including, but not limited to, the continuing obligations set forth in Sections 17 4 A and 17 4 B,
- (2) agrees to be personally bound by, and personally liable for, any breach of any provision in the Franchise Agreement,
- (3) agrees to be personally bound by, and personally liable for, each obligation of Franchisee to Master Franchisee, its Affiliates and/or any Master Franchisee-Related Parties, and
- (4) agrees that neither Master Franchisee, its Affiliates, and/or any Master Franchisee-Related Parties need to bring suit first against Franchisee or any of the undersigned in order to enforce the provisions of this Continuing Personal Guarantee (this "Guarantee"), and each may enforce this Guarantee against any or all of the undersigned as it chooses in its sole and absolute discretion

Each of the undersigned waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation notice of acceptance hereof, notice of all contracts and commitments, notice of the existence or creation of any liabilities under this Guarantee and/or otherwise and of the amount and terms thereof, and notice of all defaults, disputes or controversies between Franchisee and Master Franchisee, and the settlement, compromise or adjustment thereof

Further, each of the undersigned consents and agrees that

- (1) his or her direct and immediate liability under this Guarantee will be joint and several and shall not be relieved or diminished by any release or compromise of any liability of any of the other undersigned or of any party or parties

Unit Franchisee Initials ____/____

CARTRIDGE WORLD®
Unit Franchise Agreement

Exhibit E

~~(III)~~ SITE SELECTION ACKNOWLEDGMENT
~~(IV)~~ AND ADA CERTIFICATION FORM

~~(V)~~

____ (“Master Franchisee”, or “we”, “us” or “our”) and
____ (“Franchisee(s)” or “you”) are parties to a franchise agreement dated
____, 20__ (the “Franchise Agreement”) for the operation of a CARTRIDGE WORLD
Unit Franchise at the Premises identified below (the “Unit Franchise”) This Form refers to
the following proposed location of the Premises for the Unit Franchise (the “site”), which we
have accepted and consented to under the terms of the Franchise Agreement
____ (ADDRESS OF PREMISES)

You understand and agree that

- You have independently selected and are solely responsible for the selection, development and operation of the site
- Our consent to the site is not, and should not be relied upon as, a recommendation or endorsement of such location, nor a representation or warranty as to the suitability of the site for any purpose, the likelihood of any success at such site, or otherwise We cannot and do not guarantee the success of any location
- Although we, or companies referred by or associated with us, may assist you in site location, identification, financing and/or development by providing consultation, evaluation and/or other assistance, including references to potential locations, contractors and other professionals (individually and collectively referenced as “site-related matters”) neither we nor any Master Franchisee-Related Parties will have any liability with respect to any location to be selected, obtained and/or used by you or for any site-related matters The sole responsibility for the selection of the site and all site related matters is your own
- We and/or any Master Franchisee-Related Parties may have made, or may make, available to you standard and/or site specific plans and specifications to be used by you in the construction of your Premises You are solely responsible for obtaining architectural, engineering and other applicable professional services to prepare surveys, site and foundation plans and adapt any plans and specifications to the site and all applicable laws, regulations and ordinances
- In signing this form, you acknowledge that you have not relied on any assistance or input from us or any Master Franchisee-Related Parties with respect to the site and any site related matter, and you waive any claims you may have against us and/or any Master Franchisee-Related Parties in connection with the site and any such matters
- You agree that this Form, along with the Franchise Agreement between us, contains the final, complete and exclusive expression of the terms of your and our agreement with respect to the subject matter of this document and supersedes all other agreements and/or representations of any kind or nature Any understandings, agreements, representations, or otherwise (whether oral or written) which are not fully expressed in this document and the Franchise Agreement are expressly disclaimed by you

Unit Franchisee Initials ____/____

EXHIBIT A-3

SPOUSAL/DOMESTIC PARTNER CONSENT

+

(7619 21948) #626006-12715937 2

____ Unit Franchisee Initials ____ / ____

Spousal/Domestic Partner Consent Form

I, _____ [~~SPOUSE~~ ~~SSPOUSE'S/DOMESTIC PARTNER'S~~ ~~PARTNER'S~~ NAME], am the spouse/domestic partner of _____ [~~FRANCHISEE'S~~ ~~FRANCHISEE'S~~ NAME], who is a party to and/or guarantor of that certain franchise agreement dated _____, _____ for the CARTRIDGE WORLD Unit Franchise located at _____ (the "~~Unit Franchise Agreement~~"), by and between _____

[INSERT MASTER FRANCHISEE'S NAME] (the "Master Franchisee") on the one hand and _____ an individual and _____ [INSERT MASTER FRANCHISEE'S NAME] (the ~~Master~~ an individual (individually and collectively the "Franchisee")) on the one hand and

_____, an individual, and _____ an individual (individually and collectively, the "Franchisee")
[or]

_____, a corporation/partnership/limited liability company (circle, as appropriate), (the "~~Franchisee~~"),
on the other hand

I represent, warrant, acknowledge, and agree that I am not a Franchisee under the above referenced Unit Franchise Agreement and do not, and will not, have any legal, beneficial or other interest in the Unit Franchise Agreement and/or the Unit Franchise

I hereby represent, warrant and acknowledge that, while I am not a prospective franchisee, I have reviewed a copy of the Master ~~Franchisee's~~ Franchisee's Franchise Disclosure Document, and read and understood the Unit Franchise Agreement, including

1 the provisions of Section 19 [Governing Law and Dispute Resolution] of the Unit Franchise Agreement requiring dispute avoidance and resolution (e g , governing law, venue, waiver of punitive damages, waiver of jury trial, class action waiver of legal fees, contractual statute of limitations, etc.), and

2 the provisions of Sections 8 1 [Confidential Information – Non-Disclosure and Non-Use] and 8 2 [Non-Compete Covenants] of the Unit Franchise Agreement pertaining to my ~~spouse's~~ ~~spouse's/domestic partner's~~ ~~partner's~~ non-disclosure and non-compete obligations, both during and after the Unit Franchise Agreement, and his/her commitment to my compliance with those provisions, and

3 the other terms of the Unit Franchise Agreement including, but not limited to, the continuing obligations set forth in Section 17 4 of the Unit Franchise Agreement

I hereby consent to the execution of the Unit Franchise Agreement and all related documents by my spouse/domestic partner and agree that I will not make any claim at any time in a manner contrary to the requirements of the Unit Franchise Agreement or the representations/statements contained in this document

Unit Franchisee Initials

EXHIBIT C

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

<u>STATE</u>	<u>STATE ADMINISTRATOR/AGENT</u>	<u>ADDRESS</u>
<u>California</u>	California Commissioner of Business Oversight-Commissioner California Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (231) 576-7500 / Toll Free 1-866-275-2677	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677 Florida Department of Agricultural & Consumer Services Division of Consumer Services P.O. Box 6700 Tallahassee Florida 32314-6700 (850) 922-2966
<u>Hawaii</u> (State Administrator)	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Office of 335 Merchant Street Room 203 Honolulu, HI 96813
<u>Illinois</u>	Illinois Attorney General Franchise Division	500 South Second Street Springfield, Illinois IL 62706 (217) 782-4465
<u>Indiana</u> Securities Division (State Administrator)	<u>Indiana Securities Commissioner</u> <u>Securities Division</u>	302 West Washington Street, Room E-111 Indianapolis, Indiana IN 46204 (317) 232-6681
<u>Indiana</u> (Agent)	Indiana Secretary of State (Agent for Service) 201 State House 200	302 West Washington Street, Room E018 Indianapolis, Indiana IN 46204
<u>Maryland</u> (State Administrator)	Office of Kentucky the Attorney General Consumer Protection Division of Securities 1024 Capital Center Drive Frankfort Kentucky 40601-8204 (502) 696-5389	Office of Maryland Attorney General (Administrator) Securities Division 200 St Paul Place Baltimore, Maryland MD 21202-2020 (410) 576-6360
<u>Maryland</u> (Agent)	Maryland Securities Commissioner (Agent for Service)	200 St Paul Place Baltimore, Maryland MD 21202-2020 Michigan Attorney General's Office Consumer Protection Division Franchise Unit P.O. Box 30213 Lansing, Michigan 48909 (517) 373-7117
<u>Michigan</u>	<u>Michigan Department of Attorney General</u> <u>Consumer Protection Division</u>	G Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
<u>Minnesota</u>	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 500 St Paul, Minnesota 55101 (651) 296-6328	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division Commerce Court 1230 'O' Street 85 7th Place East, Suite 400 500 Lincoln, Nebraska 68508 St Paul, MN 55101-2198
<u>New York</u> (State Administrator)	Office of the New York State Department of Law Attorney General Bureau of Investor Protection and Securities	North Dakota Securities Department 600 East Boulevard Avenue Capitol Building, 5th 120 Broadway 23rd

<u>or)</u>	<u>Bureau Franchise Section</u> <u>120 Broadway, 23rd Floor</u> <u>New York, New York 10271</u> <u>(212) 416-8211</u>	<u>Floor</u> <u>Bismarck North Dakota 58505</u> <u>(701) 328-2910</u> <u>New York, NY 10271-0332</u> <u>212-416-8236 Phone</u> <u>212-416-6042 Fax</u>
<u>New York</u> <u>(Agent)</u>	<u>Attention New York Secretary of State</u> <u>New York Department of State</u>	<u>One Commerce Plaza</u> <u>99 Washington Avenue 6th Floor</u> <u>Albany, NY 12231-0001</u> <u>518-473-2492</u>
<u>North</u> <u>Dakota</u>	<u>Securities Commissioner</u> <u>North Dakota Securities Department</u>	<u>600 East Boulevard Avenue</u> <u>State Capitol Fifth Floor Dept 414</u> <u>Bismarck ND 58505-0510</u>
<u>Rhode</u> <u>Island</u>	<u>Oregon Director Department of Consumer and</u> <u>Business Services</u> <u>Regulation, Securities Division</u> <u>Division of</u> <u>Finance and Corporate Securities</u> <u>350 Winter Street NE, Room 410</u> <u>Salem Oregon 97301</u> <u>(503) 378-4387</u>	<u>Rhode Island Department of Business</u> <u>Regulation</u> <u>Securities Division</u> <u>1511 Pontiac Avenue</u> <u>John O Pastore Complex - Complex -</u> <u>Building 69-1</u> <u>Cranston, Rhode Island RI 02920</u> <u>(401) 462-9585</u>
<u>South</u> <u>Dakota</u>	<u>South Dakota Department of Labor and</u> <u>Regulation</u> <u>Division of Securities</u> <u>445 East Capitol</u> <u>Pierre, South Dakota 57501-3185</u> <u>(605) 773-4823</u>	<u>124 S Euclid, Suite 104</u> <u>Pierre, SD 57501</u> <u>Statutory Document Section</u> <u>Texas Secretary of State</u> <u>P.O. Box 12887</u> <u>Austin Texas 78711-2877</u> <u>(512) 463-5705</u>
<u>Virginia</u> <u>(State</u> <u>Administrat</u> <u>or)</u>	<u>State of Utah Corporation Commission</u> <u>Division of Securities and Retail</u> <u>Franchising</u> <u>Division of Consumer Protection</u> <u>160 East 300 South, SM Box 146704</u> <u>Salt Lake City, Utah 84144-6704</u> <u>(801) 530-6601</u>	<u>State Corporation Commission</u> <u>(Administrator)</u> <u>Division of Securities and Retail Franchising</u> <u>1300 East Main Street, 9th Floor</u> <u>Richmond, Virginia VA 23219</u> <u>(804) 371-9051</u>
<u>Virginia</u> <u>(Agent)</u>	<u>Clerk of the State Corporation Commission</u>	<u>1300 East Main Street, 1st Floor</u> <u>Richmond VA 23219-3630</u>
<u>Washington</u>	<u>Department of Financial Institutions</u> <u>Securities Division</u>	<u>150 Israel Road SW</u> <u>Tumwater, WA 98501</u> <u>(360) 902-8760</u> <u>Wisconsin</u>
<u>Wisconsin</u>	<u>Commissioner of Securities</u>	<u>Department of Financial Institutions</u> <u>Division of Securities</u> <u>P201 W O Washington Ave - Box 1768, Suite</u> <u>300</u> <u>Madison, Wisconsin 53701-1768</u> <u>(608) 266-8557</u> <u>WI 53703</u>

EXHIBIT D
D-1

CURRENT ~~Unit~~ AND FORMER MASTER FRANCHISEES

D 1
Current and Former Master Franchisees
(As of December 31, 2015)

Master-Code	Store-Number	Primary-Contact	Store-Address-1	Store-City	Store-State	Store-Zip	Store-Phone-Number
AKA	0194	Diana Pierce	2815-A Dawson	Anchorage	AK	99503	(907) 560-4465
AMT	0749	Cristina Ferguson	1401 Doug Baker Blvd	Birmingham	AL	35242	(205) 408-0506
AMT	0879	Rebecca Harrell	2101 Hwy 98	Daphne	AL	36352	(251) 621-5040
AMT	0522	Gary Campbell	700-C Airport Rd	Huntsville	AL	35802	(256) 883-4567
AMT	0738	Gary Campbell	7046-D University Dr NW	Huntsville	AL	35806	(256) 429-8195
AMT	0842	Craig Ferguson	3664A Airport Blvd	Mobile	AL	36608	(251) 725-6380
AMT	0672	Wiley Dempsey	7826 Vaughn Road	Montgomery	AL	36116	(334) 818-8797
AMT	0792	Walter (Brad) B Collins	1040 Highway 31 South	Polham	AL	35244	(205) 733-2299
AMT	0285	Rick Baker	1360 Montgomery Highway	Vestavia Hills	AL	35216	(205) 822-6767
ARK	0752	Joe Frederick	180-E Joyce Blvd	Fayetteville	AR	72703	(479) 251-1900
ARK	0742	Glenda Lennier	4900 Rogers Ave	Fort Smith	AR	72903	(479) 434-4657
ARK	0667	Joe Frederick	11321 W Markham	Little Rock	AR	72211	(501) 227-7480
ARK	0874	Kristie Olson	4816 North Hills Rd	North Little Rock	AR	72116	(501) 227-4657
AZN	0020	Jeff Sayas	3029 North Alma School Rd	Chandler	AZ	85224	(480) 766-8615
AZN	0564	Randy Weisman	4980 West Ray Rd	Chandler	AZ	85226	(480) 838-3506
AZN	0309	Brian Day	15605 West Roosevelt Street	Goodyear	AZ	85338	(623) 925-8877
AZN	0767	John Albers	2800 Sweetwater Ave	Lake Havasu City	AZ	86406	(928) 854-9300
AZN	0316	James Kim	1155 South Power Road	Mesa	AZ	85206	(480) 854-3080
AZN	0235	Robert Harns	8411 W Thunderbird	Peoria	AZ	85381	(623) 776-7400
AZN	0022	Linda Neider	635-E Indian School Rd	Phoenix	AZ	85012	(602) 636-1400
AZN	0052	Vinil Agnihotri	4929 E Chandler Blvd	Phoenix	AZ	85048	(480) 598-0101
AZN	0186	Gordon Brodie	4539 E Thomas Rd	Phoenix	AZ	85018	(602) 955-5600
AZN	0284	Kent Neider	4015 E Bell Rd	Phoenix	AZ	85032	(602) 788-0840
AZN	0308	Dan Lacure	2815 W Peoria Avenue	Phoenix	AZ	85029	(602) 943-3223
AZN	0524	Linda Neider	743 E Bell Rd	Phoenix	AZ	85022	(602) 298-5100
AZN	0372	Al Gotland	1260 Gail Gardner Way	Prescott	AZ	86303	(928) 776-0444
AZN	0544	John Fortunato	14884 N Pima Road	Scottsdale	AZ	85260	(480) 443-4465
AZN	0656	Terry Klein	8969 E Indian Bend Rd	Scottsdale	AZ	85250	(480) 945-2429
AZN	0317	Tim Rockwell	17173 N Litchfield Road	Surprise	AZ	85374	(623) 214-1115
AZN	0546	Kent Neider	9897 W McDowell Rd	Tolleson	AZ	85353	(623) 742-8192
AZN	0129	Chuck Sawyer	4592 E Broadway	Tucson	AZ	85711	(520) 325-7979
AZN	0391	Chuck Sawyer	7292 N Oracle Road	Tucson	AZ	85704	(520) 544-4646
AZN	0778	Chuck Sawyer	9431 E 22nd Street	Tucson	AZ	85710	(520) 298-2424
NCB	0668	Ed Bolton	3405 Deer Valley Rd	Antioch	CA	94531	(925) 757-7091
ORA	0273	Rafael Hernandez	860 W Imperial Hwy	Brea	CA	92821	(714) 256-9427
NCB	0776	Ed Bolton	3130 Balfour Street	Brantwood	CA	94513	(925) 240-7614
ORA	0275	Kunal Gerakshakar	13245 South St	Coritos	CA	90703	(562) 402-1035
NCB	0723	scott Hansel	760 Mangrove Ave	Chico	CA	95926	(530) 342-3333
NCC	0511	Hyun-Jun Kim	10133 S De Anza Blvd	Cupertino	CA	95014	(408) 896-8040
NCB	0796	Gary McConnell	5145 Golden Foothill Parkway	El Dorado Hills	CA	95762	(916) 939-7384

NCB	0523	Stanley White	7119 Elk Grove Blvd	Elk Grove	CA	95758	(916) 714-6056
NCC	0296	Dominique Woon	39288 Paseo Padre Parkway	Fremont	CA	94538	(510) 790-2023
NCC	0444	Rajbir Dudwal	3948 Washington Blvd	Fremont	CA	94538	(510) 226-6550
NCB	0420	Larry McLeod	240 N 12th Ave	HANFORD	CA	93230	(559) 583-8364
NCC	0839	Rajbir Dudwal	22306 Foothill Blvd	Hayward	CA	94541	(510) 733-6363
ORA	0162	Kunal Gorakshakar	22821 Lake Forest Drive	Lake Forest	CA	92630	(949) 206-1035
ORA	0248	Jack Zarember	4637 Candlewood Street	Lakewood	CA	90712	(562) 633-6113
NCB	0150	John Ahn	2265 Las Positas Road	Livermore	CA	94551	(925) 455-4446
ORA	0512	Jack Zarember	11300 Los Alamitos	Los Alamitos	CA	90720	(562) 594-7140
NCB	0312	Omar Huda	6380 Wilshire Blvd	Los Angeles	CA	90048	(323) 653-3999
NCB	0759	Seth Parker	3900 Palmdale Ave	Modesto	CA	95356	(209) 545-5253
ORA	0126	Kunal Gorakshakar	1852 N Tustin Street	Orange	CA	92865	(714) 282-7120
NCB	0469	Omar Huda	319 S Arroyo Parkway	Pasadena	CA	91105	(626) 793-5555
NCB	0140	Ed Bolton	1420 Contra Costa Blvd	Pleasant Hill	CA	94523	(925) 609-9220
NCB	0461	Gary McConnell	11170 Sun Center Dr	Rancho Cordova	CA	95670	(916) 859-0961
NCB	0338	Scott Hansel	3890 Truxel Rd	Sacramento	CA	95834	(916) 285-8614
NCC	0475	Rex White	131 Stuart Street	San Francisco	CA	94105	(415) 243-0800
NCC	0619	Rex White	272 Bush Street	San Francisco	CA	94104	(415) 399-9444
NCC	0247	Katy Kao	2206 Ringwood Ave	San Jose	CA	95131	(408) 777-9001
NCC	0484	Deemond Lee	3973 Stevens Creek Blvd	Santa Clara	CA	95051	(408) 985-1688
NCB	0196	Wan Chao	1554 Newell Avenue	Walnut Creek	CA	94596	(925) 932-1096
NCB	0453	Scott Hansel	1025 Gray Avenue	Yuba City	CA	95991	(530) 751-9585
RMT	0177	Bill Adkins	2706 28th Street	Boulder	CO	80301	(303) 440-9465
RMT	0861	Scott Kabotoff	6862 S University Blvd	Centennial	CO	80122	(720) 493-0645
RMT	0134	Carl Roske	2868 N Powers Blvd	Colorado Springs	CO	80922	(719) 573-4000
RMT	0215	Garry Hill	1737 Briargate Blvd	Colorado Springs	CO	80920	(719) 260-0710
RMT	0501	Allan Chan	955 G Garden of Gods Road	Colorado Springs	CO	80907	(719) 268-6880
RMT	0400	Patti Page	2614 S Timberline Road	Fort Collins	CO	80525	(970) 484-4465
RMT	0401	Patti Page	5240 W 9th Street	Greeley	CO	80634	(970) 301-4829
RMT	0133	Mack Fortenberry	1535 South Kipling Parkway	Lakewood	CO	80232	(303) 980-6500
RMT	0674	Nancy Follender	1240 Ken Pratt Blvd #8	Longmont	CO	80501	(720) 494-1715
RMT	0797	scott Kabotoff	956 W Cherry St	Louisville	CO	80027	(303) 926-9737
RMT	0673	Nancy Follender	273 C E 29th Street	Loveland	CO	80538	(970) 669-2129
RMT	0748	Keith Zimmer	1755 Central Park Drive	Steamboat Springs	CO	80488	(970) 879-9097
RMT	0638	Vernon Cox	3915 E 120th Avenue	Thornton	CO	80233	(303) 920-9210
RMT	0178	Vernon Cox	5088 W 92nd Avenue	Westminster	CO	80031	(303) 428-4289
CNE	0163	Mike Cornett	2 Willowbrook Road	Cromwell	CT	06416	(860) 632-9022
CNE	0220	Greg O'Neill	483 Monroe Turnpike (Rt-111)	Monroe	CT	06468	(203) 261-9070
CNE	0615	Greg O'Neill	247 Connecticut Ave	Norwalk	CT	06854	(203) 956-5915
CNE	0855	Robert Wilson	68 Bridge St	Suffield	CT	06078	(860) 814-4126
PAD	0472	Robert Nicholson	800 Peoples Plaza	Newark	DE	19702	(302) 832-2933
FLA	0233	Jeff Karakoosh	801 W SR 436	Altamonte Springs	FL	32714	(407) 767-0680
FLA	0190	Jeff Rosenzweig	1777 N Congress Ave	Boynton Beach	FL	33426	(561) 732-0016
FLA	0736	Robert Bohacek	932 W Lumsden Rd	Brandon	FL	33511	(813) 288-8465
FLA	0354	Lech Jaszez	1808 International Speedway Blvd	Daytona Beach	FL	32114	(386) 253-3555

FLA	0865	David Monuse	1418 S Andrews Avenue	Fort Lauderdale	FL	33316	(954) 522-5566
FLA	0840	Alexander Ingoyen	13141 McGregor Blvd	Fort Myers	FL	33919	(239) 689-5123
FLA	0849	James A Driegenio	2132 SW 34th Street	Gainesville	FL	32608	(352) 505-6626
FLA	0048	Clifton Jayroe	8608 Baymeadows Rd	Jacksonville	FL	32256	(904) 636-7878
FLA	0543	Clifton Jayroe	790 Skymarks Dr	Jacksonville	FL	32218	(904) 330-0156
FLA	0221	Enrique Yunis	2757 Coral Way	Miami	FL	33145	(305) 856-3434
FLA	0479	Rohit Kapadia	1500 Alafaya Trail	Oviedo	FL	32765	(407) 366-0699
FLA	0876	Todd Keesler	622 W 23rd St	Panama City	FL	32405	(850) 257-5148
FLA	0677	Stephen Ettrearn	4785 Swift Road	Sarasota	FL	34231	(941) 924-2221
FLA	0203	Keith Dreier	107 King Street	St Augustine	FL	32084	(904) 826-1462
FLA	0009	Robert Bohacek	4048 W Kennedy Blvd	Tampa	FL	33609	(813) 288-8465
GEO	0172	Lowell (Alan) A Greer	2820 Meredyth Drive	Albany	GA	31707	(229) 883-8826
GEO	0152	Ronald Zell	210 Hawthorne Ave	Athens	GA	30606	(706) 354-1333
GEO	0428	Joe Oxman	3232 Cobb Parkway	Atlanta	GA	30339	(770) 850-3455
GEO	0454	Jim Walsh	1100 Hammond Dr	Atlanta	GA	30328	(770) 391-1109
GEO	0634	Joe Oxman	2337 Peach Tree Road	Atlanta	GA	30305	(404) 231-5000
GEO	0229	Robert Amos	592 Bobby Jones Expressway	Augusta	GA	30907	(706) 228-6000
GEO	0687	Mary Hines	2725 Hamilton Mill Rd	Buford	GA	30519	(770) 271-4770
GEO	0706	Mike Powers	304 Adamsen Square	Carrollton	GA	30117	(678) 839-7588
GEO	0436	Mike Fortines	2501 Whittlesey Blvd	Columbus	GA	31909	(706) 507-3943
GEO	0686	John Debroux	2239 Hwy 20	Conyers	GA	30013	(770) 929-9110
GEO	0445	Mitch Harkins	1800 Marketplace Blvd	Cumming	GA	30041	(770) 888-8220
GEO	0478	Ashish Gupta	2109 N Decatur Road	Decatur	GA	30033	(404) 321-3220
GEO	0173	Kaushik Patel	934 S Peterson Avenue	Douglas	GA	31533	(912) 384-4465
GEO	0704	Mike Powers	4900 Stewart Mill Rd	Douglasville	GA	30135	(770) 949-4465
GEO	0430	Curtis M Harkins	2628 Pleasant Hill Rd	Duluth	GA	30096	(770) 497-4910
GEO	0358	Michael R Hicks	206 Banks Crossing	Fayetteville	GA	30214	(770) 716-6680
GEO	0455	Mitch Harkins	33 Shallowford RD	Gainesville	GA	30604	(855) 998-6637
GEO	0864	Rafael Guerra	5157 Jimmy Smith Parkway	Hiram	GA	30141	(770) 635-1100
GEO	0405	Steve Cornall	10475 Medlock Bridge Rd	Johns Creek	GA	30097	(770) 232-9990
GEO	0154	Sergio Fernandez	440 Ernest Barrett Parkway	Kennesaw	GA	30144	(678) 354-0997
GEO	0669	Mike Fortines	229 S Davis Road	LaGrange	GA	30241	(706) 882-7581
GEO	0156	Nancy McGill	911 Duluth Highway	Lawrenceville	GA	30043	(770) 995-4465
GEO	0635	Dennis Fraser	8200 Mall Pkwy	Lithonia	GA	30038	(770) 484-4651
GEO	0813	Quinn Pinnell	4524 Forsythe Rd	Macon	GA	31210	(478) 973-2601
GEO	0825	Brad Bischoff	142 Martin Luther King Blvd	Monroe	GA	30656	(770) 207-6600
GEO	0805	Scott Millen	906 Glenda Trace	Newnan	GA	30265	(770) 252-5255
GEO	0705	Rene Caballa	1250 Tech Drive	Norcross	GA	30093	(770) 925-4465
GEO	0848	Melissa Alford	315 Riverside Parkway	Rome	GA	30161	(770) 595-5465
GEO	0208	Luba Bilentschuk	10713 Alpharetta Hwy	Roswell	GA	30076	(770) 594-1991
GEO	0556	Jitendra Patel	3320 Lawrenceville Suwanee Road	Suwanee	GA	30024	(678) 482-4822
GEO	0660	Abu Ahmed	4135 Lavista Rd	Tucker	GA	30084	(770) 414-0400
GEO	0707	Brad Bischoff	108 East May Street	Winder	GA	30689	(678) 425-1599
HAW	0039	Albert Holt	99-209 Moanalua Road	Aiea	HI	96701	(808) 488-8855
HAW	0729	Wesley Hara	1124 Kohou St	Honolulu	HI	96817	(808) 593-4466

HAW	0609	Trenton-Niem	340 Hana Hwy	Kahului	HA	96732	(808) 874-6460
MIN	0617	Karrie Holland	799 Middle Road	Betheloff	HA	62722	(563) 369-1477
NTX	0222	Tim Reed	2210 Edgewood Road SW	Cedar Rapids	IA	52404	(319) 396-9690
MIN	0414	Karrie Holland	5252 Ultes Ridge Rd	Davenport	IA	52807	(563) 344-0465
NTX	0504	Tim Reed	2146 Park Avenue	Muscatine	IA	52761	(563) 288-1610
NTX	0744	Steven Weatherly	4209 Sergeant Rd	Sioux City	IA	51106	(712) 276-0400
NTX	0527	Tim Reed	1609 Flammang Drive	Waterloo	IA	50702	(319) 226-3044
NTX	0460	Joe Jerome	881 73rd Street	Windsor Heights	IA	50324	(515) 564-7400
PNW	0059	Bryan Warnock	1186 W. State St	Boise	ID	83702	(208) 363-7300
PNW	0307	Ben Town	3524 N. Government Way	Coeur d'Alene	ID	83815	(208) 930-4355
PNW	0774	Byron Mukaya	2087 E 17th Street	Idaho Falls	ID	83404	(208) 522-5017
PNW	0058	Bryan Warnock	1742 E Fairview	Mendham	ID	83642	(208) 884-0090
PNW	0195	Bryan Warnock	624 12th Ave South	Nampa	ID	83651	(208) 465-1800
PNW	0503	Lance Jensen	647 Blue Lakes Blvd North	Twin Falls	ID	83301	(847) 395-5705
MIN	0814	Steve Bell	438 Orchard St	Antioch	IL	60002	(847) 395-5705
MIN	0693	Paul Buiese	821 Randall Rd	Batavia	IL	60510	(630) 406-3575
MIN	0207	Dominique Dauphin	368 W. Army Trail Rd	Bloomington	IL	60108	(630) 893-6300
MIN	0651	Paul Roth	715 N. Grant City Road	Carbondale	IL	62901	(618) 529-1204
MIN	0390	Larry Guck	3106 Three Oaks Road	Carly	IL	60013	(847) 639-0644
MIN	0388	Jeffrey A Dieke	3259 North Ashland	Chicago	IL	60657	(773) 273-3455
MIN	0170	Steve Szezel	17E Crystal Lake Plaza	Crystal Lake	IL	60014	(815) 477-0690
MIN	0427	Angela Cushing	215 E. Ash Ave	Decatur	IL	62526	(217) 876-0465
MIN	0260	Dominique Dauphin	7341 Lemont Road	Demore Grove	IL	60516	(630) 363-1113
MIN	0632	Daniel Silberman	1316 S. Milwaukee Ave	Libertyville	IL	60048	(847) 986-0642
MIN	0412	Karrie Holland	3824 38TH Avenue	Moline	IL	61265	(309) 762-2465
MIN	0387	Dan Crepeau	744 E Dundee	Palatine	IL	60074	(847) 202-0098
MIN	0699	Doug Watson	7815 N Knoxville Ave	Peoria	IL	61615	(309) 689-8465
MIN	0647	Ed Pocius	16114 S RTE 59	Plainfield	IL	60586	(815) 267-7574
MIN	0404	Jeff McBee	6139 E State Street	Rockford	IL	61108	(815) 316-7722
MIN	0134	Doug Melerman	8936 Skokie Blvd	Skokie	IL	60077	(847) 329-0096
MIN	0574	Doug Watson	3307 E Lincoln Way	Storring	IL	61081	(815) 626-2345
MIN	0474	Curtis Drayton	7751 2-158th St	Tinley Park	IL	60477	(708) 532-3337
MIN	0573	Derrick Dauphin	87 Danada Square East	Wheaton	IL	60187	(630) 653-5509
INA	0857	Torran Triplett	6450 Coldwater Road	FL Wayne	IN	46825	(260) 444-5684
INA	0486	Steve Farley	5357 East 82nd Street	Indianapolis	IN	46250	(317) 676-9580
INA	0567	Jeff Peck	5650 W 96th St	Indianapolis	IN	46268	(317) 474-8664
INA	0622	Martin Horner	7225 US 31 S	Indianapolis	IN	46227	(317) 987-0100
INA	0761	Greg Bowley	2140 B Boulevard Crossing	Kokomo	IN	46902	(765) 456-3465
INA	0424	Berrie Handerson	210 Meyer Drive	Lafayette	IN	47905	(765) 448-4500
INA	0435	Sara Giannakis	8124 Calumet Avenue	Munster	IN	46324	(219) 513-0565
INA	0745	Craig Swanson	568 North Oak Road	Plymouth	IN	46563	(574) 936-7307
NTX	0349	Dal Lindstrom	2100 N Rock Rd	Derry	KS	67037	(316) 788-7760
NTX	0508	James Burd	601 N Leavel	Pateburg	KS	66762	(620) 231-3455
NTX	0457	Dal Lindstrom	2919 SW Wanamaker	Topeka	KS	66614	(785) 861-7455
NTX	0084	Joseph Copper	2250 North Peck Road	Wichita	KS	67226	(316) 681-1183

NTX	0348	Dal Lindstrom	11333 E Kellogg	Wichita	KS	67207	(316) 684-3456
NTX	0506	Joseph Copper	7130 W Maple St	Wichita	KS	67209	(316) 729-7465
AMT	0874	Kimberly Wisner	808 N Hwy 100	Covington	LA	70433	(985) 373-6752
AMT	0697	William Bisland	265 Corporate Dr	Houma	LA	70360	(985) 580-1010
AMT	0487	V Kenneth Broussard	3803 E Ambassador Caffery Parkway	Lafayette	LA	70503	(337) 984-9000
CNE	0785	Stephen R Trask	83 Parkhurst Rd #16	Chelmsford	MA	01824	(978) 735-4311
CNE	0735	chuck wallace	232 South Main Street	Middleton	MA	01849	(978) 762-4657
CNE	0762	Salvatore Schembre	1 Robert Tower Blvd	North Attleboro	MA	02760	(508) 699-8999
MDA	0502	Brian Brandenburg	5268 Nicholson Lane	Kensington	MD	20895	(301) 816-0465
MDA	0519	Barry Taylor	330-140 Village Road	Westminster	MD	21157	(410) 848-9183
CNE	0224	Philip J Coupe	183 U.S. Rte 1	Scarborough	ME	04074	(207) 510-7048
OHM	0254	Laura Morris	1958 S Industrial Highway	Ann Arbor	MI	48104	(734) 213-1739
OHM	0618	Amy Tate	206 N Euclid Ave	Bay City	MI	48706	(989) 686-1491
OHM	0155	Steven Meyer	9864 E Grand River	Brighton	MI	48116	(810) 229-5599
OHM	0166	Atul Laddad	5924 N Sheldon Road	Canton	MI	48187	(734) 254-0544
OHM	0379	Richard Kendziuk	41861 Garfield Road	Clinton Township	MI	48038	(586) 263-3500
OHM	0866	Mark Provonscher	2419 S Linden Road	Flint	MI	48532	(810) 732-5080
OHM	0353	Kieu Thu Le (Alt)	2839 Breton Rd SE	Grand Rapids	MI	49512	(616) 532-1717
OHM	0868	Steven Rumler	72 W Carleton Rd	Hillsdale	MI	49242	(617) 437-2990
OHM	0594	Brad Troyer	4512 Stadium Drive	Kalamazoo	MI	49008	(269) 342-6334
OHM	0816	Brian Tallon	5025 W Saginaw Hwy	Lansing	MI	48917	(517) 853-0709
OHM	0211	Amy Tate	4112 S Saginaw Road	Midland	MI	48640	(989) 631-0716
OHM	0210	Brian Tallon	4715 E Grand River Ave	Okemos	MI	48864	(517) 853-0714
OHM	0592	Susan Wattle	1800 W 14 Mile Rd	Royal Oak	MI	48073	(248) 556-8020
OHM	0986	Amy Tate	5699 Bay Rd	Saginaw	MI	48604	(989) 790-8060
OHM	0819	Amy Tate	5647 State Street	Saginaw	MI	48603	(989) 790-2855
OHM	0756	Robert Mott	47403 Van Dyke Ave	Shelby Twp	MI	48317	(586) 997-3100
OHM	0425	Imran Mussani	45231 Dix Toledo Rd	Southgate	MI	48195	(734) 642-0014
OHM	0259	Kelvin Shaw	3311 W South Airport Road	Traverse City	MI	49684	(231) 932-0620
OHM	0467	Matt Markus	3281 Rochester Rd	Troy	MI	48083	(248) 619-9959
MIN	0627	Tom Schablitsky	7595 W 148th St	Apple Valley	MN	55124	(952) 891-4545
MIN	0157	Dan Stafford	10450 Baltimore Street NE	Blaine	MN	55449	(763) 717-0114
MIN	0716	Steve Horbul	4820 Second Avenue	Cambridge	MN	55008	(763) 552-4657
MIN	0595	Barry Lofdahl	2216 Mountain Shadow Drive	Duluth	MN	55811	(218) 720-4465
MIN	0788	Dan Wenstrom	396 Schilling Drive	Dundas	MN	55019-0057	(507) 645-5544
MIN	0044	Greg Bazany	7906 Eden Road	Eden Prairie	MN	55344	(952) 224-8555
MIN	0049	Erin Zinter	13760 83rd Way	Maple Grove	MN	55369	(763) 420-6632
MIN	0544	Jeanne O'Neal	3035 White Bear Avenue	Maplewood	MN	55109	(651) 779-9700
MIN	0557	Erin Zinter	9125 Quaday Avenue NE	Olego	MN	55330	(763) 441-7368
MIN	0274	Steve Vollmer	2650 S Broadway	Rochester	MN	55904	(507) 424-3959
MIN	0414	Stanford Case	4633 County Road C West	Roseville	MN	55113	(651) 379-0390
MIN	0252	Bill Hafdal	3411 W Division St	St Cloud	MN	56301	(320) 258-3148
MIN	0534	Steve Vollmer	7455 Curroll Blvd	Woodbury	MN	55125	(651) 730-0060
NTX	0370	Jeff Ware	14248 Manchester Road	Ballwin	MO	63011	(636) 391-2278

NTX	0340	Jeff Ware	17277 Chesterfield Airport Blvd	Chesterfield	MO	63005	(636) 532-8484
NTX	0362	Tim Schaumburg	2101 W Broadway	Columbia	MO	65203	(573) 234-1350
NTX	0302	Jim Kennedy	12505 Olive Blvd	Creve Coeur	MO	63141	(314) 542-0465
NTX	0505	Jeff Zehner	770 Market Street	Farmington	MO	63640	(573) 747-0070
NTX	0294	Susan Abbott	6024 NE Antioch Road	Gladstone	MO	64110	(816) 741-4465
NTX	0347	James Burd	819 S Maiden Lane	Jeplin	MO	64801	(417) 781-3455
NTX	0507	James Burd	102 North Range Line	Jeplin	MO	64801	(417) 206-3455
NTX	0216	Mary Pycier	412 SW Ward Road	Lee's Summit	MO	64081	(816) 246-4845
NTX	0603	Jeff Ware	9532 Manchester Road	Rock Hill	MO	63119	(314) 963-3439
NTX	0431	Dan McNeil	3656 South Campbell	Springfield	MO	65807	(417) 823-9990
NTX	0462	Scott Hertzke	1842 S Glenstone	Springfield	MO	65804	(417) 886-1234
NTX	0416	Ken Jones	824 Washington Corners	Washington	MO	63090	(636) 390-0550
NTX	0426	Ken Jones	504 West Pearce	Wentzville	MO	63385	(636) 887-4840
AMT	0521	Sreemukh Sanne	201 Layfair Drive	Flowood	MS	39232	(601) 939-3373
RMT	0213	Ron Steel	3202 Henesta Dr	Billings	MT	59102	(406) 652-2445
RMT	0214	Ron Steel	1531 West Main Street	Bozeman	MT	59715	(406) 582-0199
RMT	0772	Dino C Bugni	206 W Granite Street	Butte	MT	59701	(406) 723-8100
PAD	0046	Scott Cohen	3671 SW Cary Parkway	Cary	NC	27513	(919) 678-0919
PAD	0082	michael Cassidy	1630 E Woodlawn Road	Charlotte	NC	28209	(704) 529-7360
PAD	0092	Michael Cassidy	8334 Pineville Matthews Road	Charlotte	NC	28226	(704) 541-1818
PAD	0270	Mark Crampton	105 W NC Hwy 54	Durham	NC	27713	(919) 806-0500
PAD	0183	Trena Daignault	440 Westwood Shopping Center	Fayetteville	NC	28314	(910) 482-4465
PAD	0834	Jeff Neal	1209 N Berkeley Blvd Ste D	Goldensboro	NC	27534	(919) 778-6552
PAD	0440	Mark Wickham	1838 Startown Rd	Hickory	NC	28602	(828) 322-1001
PAD	0060	Scott Cohen	2516 Hillsborough St	Raleigh	NC	27607	(919) 829-3975
PAD	0605	Steve Holder	6325 Falls of Neuse Rd	Raleigh	NC	27615	(919) 872-8072
MIN	0794	William R Bernhagen	537 South 7th St	Bismark	ND	58504	(701) 751-3334
MIN	0694	Henry Holmgard	3501 13th Av S	Fargo	ND	58103	(701) 236-6200
NTX	0396	Jon Zvolanek	2315 N Webb Road	Grand Island	NE	68803	(308) 384-6644
NTX	0091	Andy Neil	6900 O Street	Lincoln	NE	68510	(402) 465-4465
NTX	0272	Andy Neil	5400 S 56th Street	Lincoln	NE	68516	(402) 464-3455
NTX	0611	Rachelle Ogden	701 S 25th St	Norfolk	NE	68701	(402) 844-3455
NTX	0065	Brad Rohrig	2425 S 132nd Street	Omaha	NE	68144	(402) 334-3455
NTX	0746	Jon Zvolanek		Omaha	NE		(918) 455-0422
CNE	0509	Ralph Gallagher	777 South Willow St	Manchester	NH	03103	(603) 667-7121
CNE	0075	Ralph Gallagher	449 Amherst Street	Nashua	NH	03063	(603) 598-4657
CNE	0597	Zeina Saghibini	9 Plaistow Rd	Plaistow	NH	03865	(603) 378-9465
CNE	0403	Ralph Gallagher	379A South Broadway	Salem	NH	03079	(866) 211-4290
NWJ	0115	Norm Friedman	205 Brick Mall	Brick	NJ	08723	(732) 920-1774
NWJ	0652	Robert Long	2110 Marlton Pike East	Cherry Hill	NJ	08003	(856) 751-0900
NWJ	0136	Eric Chui	60 Rte 10 W	East Hanover	NJ	07936	(973) 884-1306
NWJ	0662	Steven Palle	106 Route 46 West	Fairfield	NJ	07004	(973) 808-1903
NWJ	0291	Lynn Furman	268 US HWY 202/31	Flemington	NJ	08822	(908) 782-1180
NWJ	0702	Greg Carafello	1 Bridge Plaza North	Fort Lee	NJ	07024	(201) 871-0050
NWJ	0634	Jeff Bier	830 Franklin Ave	Franklin Lakes	NJ	07417	(201) 891-0990

NWJ	0228	Jim Dempsey	64 Village Center Drive	Freehold	NJ	07728	(732) 333-1925
NWJ	0230	Jack Pozzuti	2 Kiet Avenue	Kennelton	NJ	08865	(908) 454-8776
NWJ	0365	David Sciacca	201 Stykora Road	Lopatcong	NJ	08865	(908) 454-8776
NWJ	0560	Michael Webb	8 Polite Avenue	Lynhurst	NJ	07074	(201) 438-8070
NWJ	0027	Mohammad Haq	2300 Wicangloboro Road	Maye Landing	NJ	08330	(609) 484-1001
NWJ	0062	Michael Guido	469 Main Street	Meluchen	NJ	08840	(848) 229-2390
NWJ	0757	John Appligate	4095 Route 1 South	Mormouth Junction	NJ	08852	(732) 329-2222
NWJ	0498	Kathleen Pelti	1746 Route 10 East	Morris Plains	NJ	07960	(973) 984-2400
NWJ	0533	Mahmoud Moshoh	401 Jersey Avenue	New Brunswick	NJ	08901	(732) 246-7575
NWJ	0083	John Figueredo	1310 Springfield Ave	New Providence	NJ	07974	(908) 771-9696
NWJ	0187	Joe Vidai	65 Mill St	Newton	NJ	07860	(973) 383-0204
NWJ	0047	Joe Betesh	1815 Highway 35 North	Oakhurst	NJ	07665	(732) 631-4232
NWJ	0237	Robert Doyle	484 Route 17 North	Paramus	NJ	07662	(201) 261-3131
NWJ	0085	David Anderson	44 East Main Street	Ramsey	NJ	07446	(201) 934-0020
NWJ	0236	Thomas Rippman	1304 Rte 47	Rio Grande	NJ	08242	(609) 760-0814
NWJ	0078	Ken Bobs	350 Route 46	Rockaway	NJ	07866	(973) 586-0099
NWJ	0051	Jose Villaseca	Shelfield Gate Shopping Center	Sewell	NJ	08080	(856) 245-7386
NWJ	0299	Jylli Deesi	120 Cedar Grove	Somerset	NJ	08873	(732) 384-4411
NWJ	0758	Mathin Kennedy	85 Old Stage Road	Spokewood	NJ	08884	(732) 251-4657
NWJ	0056	Alex Martello	2576 Route 22 East	Union	NJ	07083	(908) 688-5601
NWJ	0305	Thomas Terranova	1370 South Main Road	Vineland	NJ	08360	(856) 692-0372
NWJ	0088	Robin Bordman	1055 Hamburg Turnpike	Wayne	NJ	07470	(973) 696-2880
NWJ	0089	Jim Feenoy	Plaza 46	Woodland Park	NJ	07424	(973) 256-5610
AZN	0311	Sham Mahla	3655 S Rainbow Blvd	Las Vegas	NV	89147	(702) 870-0099
AZN	0318	Sham Heila	4825 West Flamingo Road	Las Vegas	NV	89103	(702) 414-1116
AZN	0781	Sham Mahla	9550 S Eastern Avenue	Las Vegas	NV	89123	(702) 586-0634
AZN	0661	John Braun	1300 E Plumb Ln	Reno	NV	89502	(775) 826-2466
NYS	0528	Howard Service	2068 Flatbush Avenue	Brooklyn	NY	11234	(718) 252-7771
NYS	0201	Jim Baumann	3859 Union Road	Buffalo	NY	14225	(716) 895-4465
NYS	0024	Mark Becker	19 Clifton County Road	Clifton Park	NY	12027	(518) 371-2207
NYS	0017	Frank Francia	776 Hempstead Turnpike	Franklin Square	NY	11010	(516) 539-1211
NYS	0322	Glen Friedman	176-37 Union Turnpike	Fresh Meadows	NY	11366	(718) 380-6803
NYS	0826	Glen Norman	1200-8 East Jericho Turnpike	Huntington	NY	11743	(631) 271-0240
NYS	0859	Avrum Tabachneck	601 Loudon Road	Latham	NY	12110	(518) 786-5188
NYS	0437	Quang Li	56-11 A Marathon Parkway	Lillo Neck	NY	11362	(718) 504-2862
NYS	0061	Vinno Mallica	566 Broadway	Massapequa	NY	11768	(516) 541-8200
NYS	0743	James Donovan	8411 Seneca Turnpike	New Hartford	NY	13413	(315) 749-7088
NYS	0098	Glen Friedman	153 West 35th Street	New York	NY	10004	(212) 777-6600
NYS	0844	Gerry Moulty	225 West 23rd St	New York	NY	10011	(212) 414-8406
NYS	0847	Hann Kojajan	805 Third Ave	New York	NY	10022	(212) 308-1466
NYS	0853	Greg Carafello	14 Wall St	New York City	NY	10005	(973) 768-9780
NYS	0836	James Donovan	320 Northom Lighthouse Plaza	North Syracuse	NY	13212	(315) 455-1160
NYS	0128	Phil Caputo	101 Route 112	Port Jefferson	NY	11776	(631) 879-3282
NYS	0565	James Donovan	800 Erie Blvd West	Rome	NY	13440	(315) 334-7040
NYS	0090	Michael Mancuso	1111 Central Park Ave	Saratoga	NY	10583	(914) 328-3900

NYS	0077	Trever Rose	425 Willie Ave	Williamston Park	NY	11596	(516) 222-2422
NYS	0817	Michael Traina	1928 Commerce St	Yorktown Heights	NY	10598	(914) 245-8939
OHM	0144	Steven G Tirrell	1818 Buchholzer Road	Akron	OH	44310	(330) 633-2735
OHM	0393	Steve Tirrell	3264 Rocky River Dr	Cleveland	OH	44114	(216) 251-6300
OHM	0123	Gregory Wynn	1393 Grandview Ave	Columbus	OH	43212	(614) 462-1324
OHM	0036	Eric Kohler	323 W Bridge Street	Dublin	OH	43017	(614) 898-8488
OHM	0613	Dawn Reilig	820 N Main St	Fondlay	OH	45840	(419) 422-7466
OHM	0099	Christopher Ratenford	1004 N Hamilton Rd	Gahanna	OH	43230	(614) 532-5368
OHM	0657	Alan Horvath	4508 Cemetery Rd	Hilliard	OH	43026	(614) 777-4465
OHM	0070	Gary Goodwin	6567 Brandt Pike	Huber Heights	OH	45424	(937) 233-4655
OHM	0830	David Felt	2100 Harding Highway	Lima	OH	45804	(419) 909-9276
OHM	0831	David Felt	1094 N Cable Rd	Lima	OH	45805	(419) 999-9278
OHM	0383	Mike Deftow	327 N Lexington Springmill Rd	Mansfield	OH	44906	(419) 747-7468
OHM	0069	Steve Tirrell	4901 Portage Street NW	North Canton	OH	44720	(330) 305-1424
OHM	0658	Ruey McNair	1347 E Kemper Road	Springdale	OH	45246	(513) 674-5700
OHM	0739	Tom Rhoden	3814 W Aloxe Rd	Toledo	OH	43623	(419) 517-7555
OHM	0623	Kurt Patz	5807 Maxtown Rd	Westerville	OH	43082	(614) 794-3040
NTX	0034	Jane Porter	1015 East Lansing Street	Broken Arrow	OK	74012	(918) 251-5096
NTX	0143	Frank Smith	1704 South Broadway	Edmond	OK	73013	(405) 359-8765
NTX	0330	James Burd	1620 S Main St	Grove	OK	74344	(918) 791-9465
NTX	0382	Nancy K Wood	1724 East Carl Albert Parkway	McAlester	OK	74501	(918) 426-5900
NTX	0314	Kelly Seratt	842 W Shawnee	Muskogee	OK	74401	(918) 686-6000
NTX	0028	Frank Smith	8500 North Rockwell Avenue	Oklahoma City	OK	73132	(405) 728-3388
NTX	0422	Frank Smith	5909 SW 3rd street	Oklahoma City	OK	73128	(405) 491-9919
NTX	0146	Scott Brown	8100 N Garnett	Owasso	OK	74055	(918) 272-8666
NTX	0313	Joe DeBerry	32 W Taff	Sapulpa	OK	74066	(918) 227-3500
NTX	0443	Kelly Seratt	2021 Mahaney Ave	Tahlequah	OK	74464	(918) 207-1772
NTX	0071	Joe DeBerry	2727 E 24th St	Tulsa	OK	74114	(918) 369-2898
NTX	0148	Ken Brenkman	11461 E 31st Street	Tulsa	OK	74146	(918) 270-1300
PNW	0730	Joe DeBerry	1251 S Harvard Ave	Tulsa	OK	74112	(918) 747-4340
PNW	0304	Brian McGarr	810 Eastman Parkway	Gresham	OR	87080	(503) 489-1894
PNW	0135	Richard Jarvis	3862 SE Hawthorne Blvd	Portland	OR	87214	(503) 231-7990
PNW	0807	Keith Figueroa	476 Lancaster Dr NE	Salem	OR	87301	(503) 363-0966
PNW	0327	Michelle Potter	10115 SW Nimbus Avenue	Tigard	OR	87223	(503) 624-2171
PAD	0368	Drew Sinclair	3420 Pleasant Valley Blvd	Albion	PA	16602	(814) 944-5554
PAD	0451	David Crown	200 S Spring Garden	Carlisle	PA	17013	(717) 249-8900
PAD	0037	Bob Bibow	7A Gateway Shopping Center	Edwardsville	PA	18704	(570) 822-4190
PAD	0579	Samuel Hoffman	346 N Reading Road	Ephrata	PA	17522	(717) 721-1850
PAD	0606	Tom Landis	1000 Carlisle St	Hanover	PA	17331	(717) 637-1311
PAD	0184	Linda Eyer	3825 A Union Deposit Road	Harrisburg	PA	17109	(717) 724-2204
PAD	0493	Richard (Alan) Seymour	625 S 13th St	Indiana	PA	15701	(724) 349-4615
PAD	0390	Karen McCreedy	1309 Eisenhower Blvd	Johnstown	PA	15904	(814) 262-7464
PAD	0008	Michael Szewal	1837 B Fruitville Pike	Lancaster	PA	17601	(717) 609-8989
PAD	0581	Renn Brand	3935 Columbia Ave	Lancaster	PA	17603	(717) 517-9882
PAD	0692	Joe Jaesek	1049 Waterdam Plaza Dr	Mckinstry	PA	15317	(724) 731-0218

RAD	0357	Linda Eyer	5250 Simpson Ferry Rd	Mechanicsburg	PA	17055	(717) 458-0430
RAD	0860	Thomas Laird	2671 Monroeville BLVD	Monroeville	PA	15146	(412) 374-1700
RAD	0449	Bruce Thaler	536 Smithfield Street	Pittsburgh	PA	15222	(412) 281-7950
RAD	0599	Norman Washick	2030 North Township Blvd	Pittston	PA	18640	(570) 883-0300
RAD	0408	Gerald Stricker	4748 Penn Ave	Sinking Spring	PA	19608	(610) 927-9202
RAD	0563	Karen McCready	Giant Plaza	State College	PA	16801	(814) 237-1080
RAD	0456	Mark Uvan	1818 E Third St	Williamsport	PA	17701	(570) 326-9890
RAD	0582	Karen Mazurek	1805 Loucks Rd	York	PA	17404	(717) 699-4465
PTR	0721	Hector Desplau	Road 2 km 71 5 Int Road 638	Arecibo	PR	00612	(787) 878-5542
PTR	0694	Adonay Ramirez	Ave Lomas Verdes IF 47	Bayamon	PR	00956	(787) 786-3800
PTR	0645	Joe V Rodriguez Nazario	C15 Acuarola Street	Guaynabo	PR	00969	(787) 999-2032
CNE	0489	Mike Mancuso	776 Main St	East Greenwich	RI	02818	(401) 515-2011
CNE	0212	Mike Mancuso	1744 Mineral Spring Avenue	North Providence	RI	02904	(401) 353-3246
CNE	0254	Mike Mancuso	709 Quaker Lane	West Warwick	RI	02893	(401) 381-0020
SCR	0584	Barry Stachnik	1739 Maybank Hwy	Charleston	SC	29412	(517) 803-2962
SCR	0566	Rob Whitlock	10253 B Two Notch Road	Columbia	SC	29229	(803) 736-2992
SCR	0734	Rob Whitlock	3141 Forest Drive	Columbia	SC	29204	(803) 736-2992
SCR	0367	Joe Medlin	1140 Woodruff Road	Greenville	SC	29607	(864) 286-6300
SCR	0725	Joe Medlin	3275 C N Pleasantburg Drive	Greenville	SC	29609	(864) 286-6300
SCR	0860	Rob Whitlock	5343 Sunset Blvd	Lexington	SC	29072	
SCR	0621	Barry Stachnik	1200 Queensborough	Mt Pleasant	SC	29464	(843) 856-2344
SCR	0790	Susan DeMarco	104B Franklin Avenue	Spartanburg	SC	29301	(864) 576-2766
MIN	0690	Scott Bauer	5013 S Louise Ave	Sioux Falls	SD	57108	(605) 362-1900
AMT	0376	Dan Stockel	5985 Stage Road	Bartlett	TN	38134	(901) 372-7373
GEO	0244	Hyuck Jin Kwon	7540 East Brainerd Road	Chattanooga	TN	37421	(423) 894-5737
AMT	0803	Taylor Morse	1016 W Poplar Ave	Collierville	TN	38017	(901) 853-3230
GEO	0536	Arun Mahtani	4115 Mallory Lane	Franklin	TN	37067	(615) 327-3600
GEO	0477	Barry Bean	5516 Old Hickory Blvd	Hermitage	TN	37076	(615) 232-2465
GEO	0829	Cameron Gender	5502 Hixson Pike	Hixson	TN	37343	(423) 842-0702
GEO	0198	Larry England	1735 W State of Franklin Road	Johnson City	TN	37604	(423) 722-0333
GEO	0199	Larry England	1101 E Stone Drive	Kingsport	TN	37660	(423) 247-7465
GEO	0108	Gerald T Utermark	10420 B Kingston Pike	Knoxville	TN	37922	(865) 312-9456
GEO	0555	Scott Landry	9450 S Northshore Dr	Knoxville	TN	37922	(865) 690-4465
AMT	0732	Michael Willis	4717 Poplar Ave	Memphis	TN	38117	(901) 767-4065
AMT	0806	Michael Willis	1803 Union Avenue	Memphis	TN	38104	(901) 721-6024
GEO	0653	Marcy Jacobs	536 N Thompson Lane	Murfreesboro	TN	37129	(615) 848-0465
GEO	0536	Arun Mahtani	210 10th Avenue North	Nashville	TN	37203	(615) 327-3600
GEO	0777	Dave Conrad	1171 Oak Ridge Turnpike	Oak Ridge	TN	37830	(865) 482-7998
GEO	0814	Eric Barnes	4935 Main St #8	Spring Hill	TN	37174	(615) 302-0252
GEO	0280	David Mitchell Umbarger	728 Jackson Street	Tulahoma	TN	37388	(931) 841-3191
NTX	0877	Wayne Gordon	6010 SW 34th	Amarillo	TX	79109	(806) 356-7600
NTX	0153	Wayne Gordon		Amarillo/Lubbock	TX		(580) 237-2790
NTX	0786	Raja Bhatti	3648 Matlock Road	Arlington	TX	76015	(817) 557-0300
STX	0073	Patrick LeFevre Jr	614 S 1st St	Austin	TX	78704	(512) 771-7668
STX	0245	Danny Studdard	500 Canyon Ridge Drive	Austin	TX	78753	(512) 833-8490

STX	0878	Bhupesh Patel	1067 Colorado St	Beaumont	TX	77705	(409) 225-6398
STX	0139	Ray Curtis	232 West Bandera Road	Beerne	TX	78006	(830) 331-9530
STX	0364	Dennis Esklund	725 E Villa Maria	Bryan	TX	77802	(979) 823-4800
NTX	0688	Paul Andow	836 E Rainto St	Burleson	TX	76028	(817) 386-7606
STX	0227	Jamie Spillman	2200B-145 North	Centee	TX	77301	(936) 539-1090
NTX	0286	Al Maister	7632 Campbell Rd	Dallas	TX	75248	(972) 705-9494
NTX	0510	Todd Kuensler	6109 Greenville Avenue	Dallas	TX	75206	(214) 361-2850
NTX	0345	Ray Kendall	1000 Long Prairie Road	Flower Mound	TX	75022	(972) 691-4465
STX	0040	Carol Clark	102 W El Dorado Blvd	Frisarwood	TX	77546	(281) 286-8244
STX	0030	Van Arington	2055 Westheimer	Houston	TX	77098	(713) 526-0040
STX	0129	Iqbal Budhwani	7331 Harwin Dr	Houston	TX	77096	(713) 975-1562
STX	0127	Chris David	8682 Westheimer	Houston	TX	77063	(713) 783-0200
STX	0200	Clay Deaton	1560 Eldridge Pkwy	Houston	TX	77077	(281) 497-4465
STX	0568	Bethane Reddy	4036 Bollare Blvd	Houston	TX	77025	(713) 518-1484
STX	0586	Chris David	5638 Westheimer Road	Houston	TX	77056	(713) 572-1700
STX	0808	Clay Deaton	8475 Highway 6 North	Houston	TX	77095	(832) 427-5214
STX	0366	Bethane Reddy	8473 FM 1960 Bypass West	Humble	TX	77338	(281) 319-4465
STX	0034	Ray Curtis	347 Sidney Baker South	Kerrville	TX	78028	(830) 895-3465
NTX	0643	Paul Holloway	2414 Gilmer rd	Longview	TX	75604	(903) 759-4657
STX	0365	Kae Altkay	6202 Hwy 6	Mesquite City	TX	77450	(281) 303-5702
NTX	0442	Rick Bertke	3205 N University Drive	Mesquiteches	TX	75964	(936) 559-8347
STX	0484	George Morale	290 S Business 135	New Braunfels	TX	78130	(930) 625-3338
STX	0760	Gerald Nickelsen	5108 B Farmont Parkway	Pasadena	TX	77505	(281) 998-3050
STX	0720	Joseph Chuan	40804 Memorial Hermann Dr	Pearland	TX	77584	(713) 429-1044
STX	0590	Ray Edinger	7959 Fredericksburg Rd	San Antonio	TX	78229	(210) 949-0565
STX	0072	Jim Tanner	7312 Louetta Rd	Spring	TX	77379	(281) 257-8668
STX	0179	Robert Sander	16126 Southwest Freeway	Sugar Land	TX	75701	(281) 980-1146
NTX	0267	Rick Bertke	1400 WSW Loop 323	Tyler	TX	75701	
STX	0712	Brand Wilcox	101 E-1800 N	Logan	UT	84341	(435) 753-2180
RAM	0050	Kelly Thompson	832 E Fort Union Blvd	Midvale	UT	84047	(801) 567-0202
RAM	0659	Kelly Mason	46 N Main St	Pleinfeld	UT	84704	(435) 893-0105
RAM	0648	Kelly Thompson	2420 S 700 E	Salt Lake City	UT	84106	(801) 484-4657
MDA	0675	Sharon Hall	44050 Ashburn Shopping Plaza	Seaburn	VA	20147	(703) 868-9558
MDA	0798	Tom Boone	6327 Multiplex Drive	Centerville	VA	20121	(703) 266-6666
MDA	0589	Bruce J Barnett	1980 William St	Fredericksburg	VA	22404	(540) 624-0320
MDA	0097	Jill Gayle	4420 Cox Rd	Glen Allen	VA	23060	(804) 237-6844
MDA	0906	Fung Yeng (Angela) Tee	13924 Hill Street Road	Medlethan	VA	23142	(804) 639-6797
MDA	0804	Joann Hubbard	610 Trent St NE	Norton	VA	24273	(276) 679-1665
MDA	0480	Dave Clark	11540 Busy Street	Richmond	VA	23236	(804) 423-6628
MDA	0297	Jim Ahmed	2020 Electric Rd	Roanoke	VA	24018	(540) 776-1112
MDA	0539	Nathan Evans	4001 Virginia Beach Blvd	Virginia Beach	VA	23452	(757) 340-7700
GNE	0870	Mare Boucheard	7 Turner Ave	Wilton	VT	05468	(802) 734-0528
PNW	0369	Ed Horowitz	1175 NW Gilman Blvd	Ipswich	WA	98027	(425) 391-4657
PNW	0104	Kay Brewer	1360 N Louisiana	Kennwick	WA	98336	(509) 735-9266
PNW	0439	Susan Cowperthwaite	6020 Main St SW	Lakewood	WA	98499	(253) 582-0300

PNW	0832	Patrick Anderson	345 Cooper Point Road NW	Olympia	WA	98502	(360) 753-0380
PNW	0517	Ryan Davis	1475 S Grand Ave	Pullman	WA	99163	(509) 332-6465
PNW	0246	Bill Johns	17190 Redmond Way	Redmond	WA	98052	(425) 895-1465
PNW	0319	James Kinskey	400 NE 45th Street	Seattle	WA	98105	(206) 632-5555
PNW	0258	Bon Irwin	13216 E Sprague	Spokane	WA	99216	(509) 927-1077
PNW	0394	Rat McCord	9502 N Newport Hwy	Spokane	WA	99218	(509) 465-8900
PNW	0418	Rat McCord	4407 N Division St	Spokane	WA	99207	(509) 489-3000
PNW	0538	Rat McCord	2525 E 29th St	Spokane	WA	99223	(509) 315-8760
PNW	0175	Richard Jarvis	2100 SE 164th Ave	Vancouver	WA	98683	(360) 882-4465
PNW	0823	Kay Brewer	221 East Main Street	Walla Walla	WA	99362	(509) 529-4556
PNW	0872	Kay Brewer	2402 S 1st St	Yakima	wa	98903	(509) 469-9711
MIN	0080	Tim Spilchen	2011 Richmond St	Appleton	WI	54913	(920) 954-7252
MIN	0084	Tim Spilchen	2605 S Oneida St	Ashwaubenon	WI	54304	(920) 497-8669
MIN	0722	Corrine Narecki	19035 W Bluemound Rd	Brookfield	WI	53045	(262) 754-2901
MIN	0572	Jennifer Price	1424 E Geneva St	Delavan	WI	53115	(262) 728-8570
MIN	0468	steve vollmer	2919 Mall Drive	Eau Claire	WI	54701	(715) 839-9733
MIN	0518	Jeff Faul	N6663 Rolling Meadows Dr	Fond du Lac	WI	54937	(920) 322-1236
MIN	0238	Scott Kuhn	6969 N Port Washington Rd	Glendale	WI	53217	(414) 351-4655
MIN	0747	steve vollmer	1015 Pearson Drive	Hudson	WI	54016	(715) 381-5000
MIN	0542	Doug Franzen	4144 Harbor Town Lane	Manitowee	WI	54220	(920) 686-9395
MIN	0809	Bill Fox	8608 University Green	Middleton	WI	53562	(608) 831-9626
MIN	0263	Steve Vollmer	1220 Crossing Meadows Drive	Onalaska	WI	54650	(608) 783-2644
MIN	0158	Ron Hasselbacher	1522 S Koeller Street	Oshkosh	WI	54902	(920) 230-1522
MIN	0269	Greg Nickels	1230 George Towne Dr	Pewaukee	WI	53072	(262) 695-8036
MIN	0494	Randall Johnson	3542 Washington Frontage Road	Sheboygan	WI	53084	(920) 208-7077
MIN	0718	Dan Landsverk	5370 Highway 10 East	Stevens Point	WI	54482	(715) 544-4945
MIN	0042	David Morrill	6650 West State Street	Wauwatosa	WI	53213	(414) 777-1830
MIN	0717	Greg Nickels	2721 S 108th Street	West Allis	WI	53227	(414) 727-4830
MIN	0596	Nathan Grinwald	2028 South Main Street	West Bend	WI	53095	(262) 247-2350
MIN	0337	Dan Landsverk	4551 8th Street South	Wisconsin Rapids	WI	54494	(715) 424-0960
RMT	0783	Jennifer James	939 East 2nd Street	Casper	WY	82604	(307) 266-9737

Master	States	RMTPrimary Contact	0637Alt	Jennifer JamesE	2240 Coffeen AvePhone	SherridanAddress	WYCity	82804St	(307) 675-2010Zip
AKA	AK	Diana Pierce		cartridge.world@acsalaska.net	907 569-4465	2815 a Dawson	Anchorage	AK	99503
ARK	AR	Joe	Shelia Frederick	jfrederick@cartridgeworldusa.com	501 227 7480	#2 Wellington Parrish Cove	Little Rock	AR	72211
AZN	AZ,NV,CA	Jeff Sayas		jeff@cartridgeworldsowest.com	480-755-0744	4025 E Chandler Blvd #70-B 9	Phoenix	AZ	85048
HAW	HI	Jake Brown		jbrown@cartridgeworld.com	925-736-9815	P O Box 1899	Danville	CA	94526
RMT	CO, UT, MT, WY	Tom Ryan		tryan@cartridgeworld.com	720-941 0408	8081 E 29th Ave	Denver	CO	80238
FLA	FL	Franci sco		fgarrido@cartridgeworld.com	954-383-4442	1945 S Ocwan Dr #	Hallandale	FL	33009
INA	IN	Mark Myrick	Tina Myrick	mmyrick@cartridgeworld.com	317-436-7940	10995 Woodward	Fishers	IN	46037

CNE	ME, MA	Michael		mikem@cartridgeworldri.com	401 884-0321	41 Harbour Terrace E	RI	02818
MIN	MN, WI, IL, ND	Steve		svollmer@cartridgeworldmn.com	952 236-9032	PO Box 125	Savage MN	55378
MDA	MD, VA	Gregg	Christine	kingofcolor@aol.com	973-492-8687	10 Briarcliff Terrace	Kinnelon NJ	07405
NWJ	NJ	Greg	Christine	kingofcolor@aol.com	973-492 8687	10 Briarcliff Terrace	Kinnelon NJ	07405
NYS	NY	Greg	Christine	kingofcolor@aol.com	973-492-8687	10 Briarcliff Terrace	Kinnelon NJ	07405
OHM	OH, MI	Gary Voll	Bob Oyster	gvoll@cartridgeworld.com	614-793-0930	5640 Frantz Rd	Dublin OH	43017
NTX	TX, OK, KS, MO	Joe DeBerry	Arlo DeKraai	jdeberry@cartridgeworldntx.com	918-935-2701	2727 E 21st St Suite	Tulsa OK	74114
PAD	PA DE	Brad Sinclair	Bruce Thaler	bsinclair@cartridgeworld.com	814 949-2767	116 Union Ave	Altoona PA	16602
PTR	PR	Adonay		aramirez@cartridgeworldpr.com	787 786-3800	Lomas Verdes Ave	Bayamon PR	956
GEO	GA, Central &	Jackie	Timothy George	jkennedy@cartridgeworld.com	615 598-1218	330 Franklin Rd	Brentwood TN	37027
SCR	SC	Gerry		gwmedlin1@aol.com	423 282 5971	208 Sunset Dr, suite	Johnson City TN	37604
AMT	AL, MS, Western	Jim		Jim@cartridgeworld.com	901 327-0355	2719 Union Ave	Memphis TN	38112

D-1
Current and Former Master Franchisees
(As of December 31, 2015)

Master Code	States	Primary Contact	Alt Contact	E-mail	Phone	Address	City	State	Zip Code
STX	TX	Patrick LeFeuvr		plefeuvr@cartridgeworld.com	713 785-4465	1102 Bayou Island Dr	Houston	TX	77063
NCB	CA	Ed Horowitz	CWNA	ehorowitz@cartridgeworld.com	425-837-8135	27131 Se 25th	Sammamish	W	98075
PNW	WA, OR, ID	Ed Horowitz	Geoff Smith	ehorowitz@cartridgeworld.com	425-837-8135	27131 Se 25th	Sammamish	W	98075
SCB	CA	CWNA	Ed Horowitz	ehorowitz@cartridgeworld.com	425-837-8135	27131 Se 25th	Sammamish	W	98075

Former Master Franchisees

ORA	C	Betsy Winkelman	Michael Myer	mmyer@cartridgeworld.com	714-852 5088	15 Royal St George Rd	Newport Beach	C	92660
NCC	C	Bob Silver	Paul Goyette	paul@goyettelaw.com	810-230-1400	5111 W Bristol Rd Ste	Flint	M	48507

EXHIBIT D-2

CURRENT UNIT FRANCHISEES

Master Code	Store number	Primary Contact First	Primary Contact Last	Store Address	Store City	Store State	Store Zip	Center Phone
AMT	0749	Erich	Walchek	1401 Doug Baker Blvd Suite 103	Birmingham	Alabama	35242	(205) 408 0506
AMT	0879	George	Harrell	2101 Hwy 98 Suite C	Daphne	Alabama	36352	(251) 621 5040
AMT	0522	Gary	Campbell	700 C Airport Rd	Huntsville	Alabama	35802	(256) 883-4567
AMT	0738	Gary	Campbell	7046 D University Dr NW	Huntsville	Alabama	35806	(256) 429 9195
AMT	0842	Craig	Ferguson	3664A Airport Blvd	Mobile	Alabama	36608	(251) 725 6380
AMT	0672	Wiley	Dempsey	6383 Atlanta Highway	Montgomery	Alabama	36117	(334) 819 8797
AMT	0792	Rick	Baker	1940 Highway 31 South	Pelham	Alabama	35244	(205) 733 2299
AMT	0285	Rick	Baker	1360 Montgomery Highway Suite 108	Vestavia Hills	Alabama	35216	(205) 822 6767
AKA	0194	Diana	Pierce	2815 A Dawson	Anchorage	Alaska	99503	(907) 569 4465
AZN	0020	Jeff	Sayas	3029 North Alma School Rd Suite 121A	Chandler	Arizona	85224	(480) 756 8615
AZN	0564	Randy	Weisman	4980 West Ray Rd Suite 12	Chandler	Arizona	85226	(480) 838 3505
AZN	0767	John	Albers	2800 Sweetwater Ave A 106	Lake Havasu City	Arizona	86406	(928) 854 9300
AZN	0316	Laurence	Flinders	1155 South Power Road Suite 116	Mesa	Arizona	85206	(480) 854 3080
AZN	0235	William	Cavinder	8411 W Thunderbird A103	Peoria	Arizona	85381	(623) 776 7400
AZN	0022	Linda	Neider	635 E Indian School Rd	Phoenix	Arizona	85012	(602) 636 1400
AZN	0186	Gordon	Brodie	4539 E Thomas Rd #102	Phoenix	Arizona	85018	(602) 955 5600
AZN	0284	Linda	Neider	4015 E Bell Rd Suite 124	Phoenix	Arizona	85032	(602) 788 0840
AZN	0308	Dan	Lasure	2432 W Peoria Ave STE 1288	Phoenix	Arizona	85029	(602) 943 3223
AZN	0524	Linda	Neider	749 E Bell Rd Ste 7	Phoenix	Arizona	85022	(602) 298 5100
AZN	0372	Al	Gotland	1260 Gail Gardner Way Suite 129	Prescott	Arizona	86303	(928) 776 0444
AZN	0544	John	Fortunato	14884 N Pima Road Suite 105	Scottsdale	Arizona	85260	(480) 443-4465
AZN	0546	Linda	Neider	9897 W McDowell Rd # 340	Tolleson	Arizona	85353	(623) 742 9192
AZN	0129	Chuck	Sawyer	4592 E Broadway	Tucson	Arizona	85711	(520) 325 7979
AZN	0391	Chuck	Sawyer	7292 N Oracle Road	Tucson	Arizona	85704	(520) 544 4646
ARK	0752	Joe	Frederick	180 E Joyce Blvd # 108	Fayetteville	Arkansas	72703	(479) 251 1900
ARK	0742	Glenda	Lennier	4900 Rogers Ave Suite 103E	Fort Smith	Arkansas	72903	(479) 434-4657
ARK	0667	Joe	Frederick	11321 W Markham STE 1	Little Rock	Arkansas	72211	(501) 227 7480
ARK	0874	Kristie	Olson	4325 Mac Arthur	North Little Rock	Arkansas	72118	(501) 227 4657
ORA	0273	Rafael	Hernandez	860 W Imperial Hwy Suite K	Brea	California	92821	(714) 256 9427
NCB	0776	Ed	Belton	3130 Balfour Street Suite C	Brentwood	California	94513	(925) 240 7614
NCB	0723	Scott	Hansel	760 Mangrove Ave	Chico	California	95926	(530) 342 3333
NCC	0511	Hyun	Jun Kim	10133 S De Anza Blvd	Cupertino	California	95014	(408) 996 8040
NCB	0796	Gary	McConnell	5145 Golden Foothill Parkway Suite 130	El Dorado Hills	California	95762	(916) 939 7384
NCB	0523	Stanley	White	7119 Elk Grove Blvd #121	Elk Grove	California	95758	(916) 714 6055
NCC	0296	Dominique	Woon	39288 Paseo Padre Parkway Gateway Shopping Center	Fremont	California	94538	(510) 790 2023
NCC	0839	Rajibir	Dudwil	22306 Foothill Blvd	Hayward	California	94541	(510) 733 6363
NCB	0150	Young	Han	2265 Las Positas Road	Livermore	California	94551	(925) 455 4446
ORA	0512	Jack	Zarembor	11300 Los Alamitos	Los Alamitos	California	90720	(562) 594 7140
NCB	0312	Omar	Huda	6380 Wilshire Blvd Suite 110	Los Angeles	California	90048	(323) 653 3999
NCB	0759	Seth	Parker	3900 Palendale Ave Suite 175	Modesto	California	95356	(209) 545 5253
NCB	0469	Omar	Huda	319 S Arroyo Parkway #5	Pasadena	California	91105	(626) 793 5555
NCB	0140	Ed	Belton	1420 Contra Costa Blvd Suite C	Pleasant Hill	California	94523	(925) 609 9220
NCB	0461	Gary	McConnell	11170 Sun Center Dr #200	Rancho Cordova	California	95670	(916) 859 0961
NCB	0338	Scott	Hansel	3890 Truxel Rd #400	Sacramento	California	95834	(916) 285 8611
NCC	0247	Katy	Kao	2206 Ringwood Ave	San Jose	California	95131	(408) 777 9001
NCC	0481	Desmond	Lee	3973 Stevens Creek Blvd	Santa Clara	California	95051	(408) 985 1688
NCB	0196	Wan	Chao	1554 Newell Avenue	Walnut Creek	California	94596	(925) 932 1096

NCB	0453	Scott	Hanse	1025 G ay Avenue	Yuba City	California	95991	(530) 751 9585
RMT	0215	Garry	Hill	1737 Briargate Blvd	Colorado Springs	Colorado	80920	(719) 260 0710
RMT	0501	Allan	Chan	955 G Garden of Gods Road Oak Center	Colorado Springs	Colorado	80907	(719) 268 6880
RMT	0674	Nancy	Follender	1240 Ken Pratt Blvd #8	Longmont	Colorado	80501	(720) 494 1715

Master Code	Store number	Primary Contact First	Primary Contact Last	Store Address	Store City	Store State	Store Zip	Center Phone
RMT	0673	Nancy	Follender	273 C E 29th Street	Loveland	Colorado	80538	(970) 669 2120
CNE	0163	Mike	Mancuso	2 Willowbrook Road	Cromwell	Connecticut	6416	(860) 632 9922
CNE	0615	Greg	Oneill	247 Connecticut Ave	Norwalk	Connecticut	6854	(203) 956 5915
CNE	0855	Robert	Wilson	68 Bridge St Suite 102	Suffield	Connecticut	6078	(860) 814-4126
PAD	0472	Bob	Nicholson	800 Peoples Plaza	Newark	Delaware	19702	(302) 832 2933
FLA	0233	Jeff	Karakoosh	801 W SR 436 Ste 1025	Altamonte Springs	Florida	32714	(407) 767 0680
FLA	0190	Jeff	Rosenzweig	1777 N Congress Ave	Boynton Beach	Florida	33426	(561) 732 0016
FLA	0736	Robert	Bohacek	932 W Lumsden Rd	Brandon	Florida	33511	(813) 288 8465
FLA	0881	Ramon	Casanova	10330 W Sample Rd	Coral Springs	Florida	33065	(954) 800 7512
FLA	0354	Lech	Jaszcz	1808 International Speedway Blvd Unit 302	Daytona Beach	Florida	32114	(386) 253 3555
FLA	0865	David	Monuse	1418 S Andrews Avenue Unit B	Fort Lauderdale	Florida	33316	(954) 522 5566
FLA	0840	Alexander	Irigoyen	13141 McGregor Blvd Suite 4	Fort Myers	Florida	33919	(239) 689 5123
FLA	0849	James	A Dieugenio	3501 SW 2nd Ave	Gainesville	Florida	32607	(352) 505 6626
FLA	0880	Daniel	Schwob	4226 W 16th Ave	Hialeah	Florida	33012	(786) 618 9172
FLA	0048	Clifton	Jayroe	8608 Baymeadows Rd	Jacksonville	Florida	32256	(904) 636 7878
FLA	0543	Dean	Jayroe	790 Skymarks Dr #107	Jacksonville	Florida	32218	(904) 330 0156
FLA	0882	JANYER	PINO	3855 SW 137th Ave	Kendall	Florida	33175	(786) 558 9379
FLA	0221	Enrique	Yunis	2757 Coral Way	Miami	Florida	33145	(305) 856 3434
FLA	0479	Rohit	Kapadia	1500 Alafaya Trail Suite 1044	Oviedo	Florida	32765	(407) 366 0699
FLA	0876	Todd	Keesler	622 W 23rd St	Panama City	Florida	32405	(850) 257 5148
FLA	0677	Stephen	Eitrem	4785 Swift Road	Sarasota	Florida	34231	(941) 924 2221
FLA	0203	roger	madore	107 King Street	St Augustine	Florida	32084	(904) 826 1462
FLA	0009	Robe t	Boheck	4048 W Kennedy Blvd	Tampa	Florida	33609	(813) 288 8465
GEO	0172	Lowell	(Alan) A Greer	2820 Meredyth Drive Suite #2	Albany	Georgia	31707	(229) 883 8826
GEO	0152	Brad	Bishoff	210 Hawthorne Ave	Athens	Georgia	30606	(706) 354 1333
GEO	0428	Brad	Oxman	3232 Cobb Parkway	Atlanta	Georgia	30339	(770) 850 3455
GEO	0454	Jim	Walsh	1100 Hammond Dr Suite 150	Atlanta	Georgia	30328	(770) 391 1100
GEO	0631	Joe	Oxman	2221 Peachtree Rd	Atlanta	Georgia	30305	(404) 231 5000
GEO	0229	Robert	Amos	266 Bobby Jones Expressway Suite 128	Augusta	Georgia	30907	(706) 228 6000
GEO	0687	Mary	Hines	2725 Hamilton Mill Rd B1200	Buford	Georgia	30519	(770) 271 4770
GEO	0706	Mike	Powe s	304 Adamson Square Suite A	Carrollton	Georgia	30117	(678) 839 7588
GEO	0436	Dave	Jeffers	2501 Whittlesey Blvd Suite G	Columbus	Georgia	31909	(706) 507 3943
GEO	0686	John	Debroux	2239 Hwy 20 Suite G	Conyers	Georgia	30013	(770) 929 9110
GEO	0445	G ant	Perry	1800 Marketplace Blvd Suite 106	Cumming	Georgia	30041	(770) 888 8220
GEO	0478	Ashish	Gupta	2109 N Decatur Road	Decatur	Georgia	30033	(404) 321 3220
GEO	0173	Kaushik	Patel	1312 Baker Highway West	Douglas	Georgia	31533	(912) 384 4465
GEO	0704	Mike	Powers	4900 Stewart Mill Rd	Douglasville	Georgia	30135	(770) 949 4465
GEO	0430	Curtis	M Harkins	2628 Pleasant Hill Rd Suite 400	Duluth	Georgia	30096	(770) 497 4910
GEO	0455	Grant	Perry	33 Shallowford RD Suite C	Gainesville	Georgia	30504	(855) 998 6637
GEO	0864	Rafael	Guerra	5157 Jimmy Smith Parkway Suite 209	Hiram	Georgia	30141	(770) 635 1100
GEO	0405	Steve	Gornall	10475 Medlock Bridge Rd Suite 104	Johns Creek	Georgia	30097	(770) 232 9990
GEO	0156	Nancy	McGill	911 Duluth Highway Suite C 1 C	Lawrenceville	Georgia	30043	(770) 995 4465
GEO	0635	Dennis	Fraser	8200 Mall Pkwy Suite 145	Lithonia	Georgia	30038	(770) 484 4651
GEO	0813	Quinn and Mandy	Pinnell	4524 Forsythe Rd Suite 309	Macon	Georgia	31210	(931) 728-9505
GEO	0825	Brad	Bishoff	142 Martin Luther King Blvd	Monroe	Georgia	30656	(770) 207 6600
GEO	0805	Scott	Millen	90G Glenda Trace	Newnan	Georgia	30265	(770) 252 5255
GEO	0705	Rene	Caballa	1250 Tech Drive Suite 90	Norcross	Georgia	30093	(770) 925-4465

GEO	0848	Missy	Alford	712 Broad St	Rome	Georgia	30161	(706) 234 9465
GEO	0208	Luba	Bilentschuk	10713 Alpharetta Hwy	Roswell	Georgia	30076	(770) 594 1991
GEO	0556	Jitendra N	Patel	3320 Lawrenceville Suwanee Road Suite 1 D	Suwanee	Georgia	30024	(678) 482 4822
GEO	0660	Ashish	Gupta	4135 Lavista Rd STE#220	Tucker	Georgia	30084	(770) 414 0400

Master Code	Store number	Primary Contact First	Primary Contact Last	Store Address	Store City	Store State	Store Zip	Center Phone
GEO	0707	Brad	Bischoff	108 East May Street Suite 200	Winder	Georgia	30680	(678) 425 1599
HAW	0039	Albert	Holt	99 209 Moanalua Road #302	Aiea	Hawaii	96701	(808) 488 8855
HAW	0729	Wesley	Hara	1124 Kohou st	Honolulu	Hawaii	96817	(808) 593 4465
PNW	0059	Jason	King	1786 W State St	Boise	Idaho	83702	(208) 363 7300
PNW	0307	Ben	Irwin	3524 N Government Way	Coeur d Alene	Idaho	83815	(208) 930 4355
PNW	0774	Byron	Nukaya	2087 E 17th Street	Idaho Falls	Idaho	83404	(208) 522 5017
PNW	0058	Jason	King	1742 E Fairview	Meridian	Idaho	83642	(208) 884 0090
PNW	0517	Jacob	Davis	1432 S Main St	Moscow	Idaho	83843	(208) 882 0206
PNW	0195	Jason	King	624 12th Ave South	Nampa	Idaho	83651	(208) 465 1800
PNW	0503	Nick	Fort	647 Blue Lakes Blvd North	Twin Falls	Idaho	83301	(208) 736 8667
MIN	0811	Steve	Belt	438 Orchard St	Antioch	Illinois	60002	(847) 395 5705
MIN	0693	Paul	Buesse	821 Randall Rd	Batavia	Illinois	60510	(630) 406 3575
MIN	0207	Dominique	Dauphin	358 W Army Trail Rd Suite 150	Bloomington	Illinois	60108	(630) 893 6300
MIN	0651	Paul	Roth	715 N Giant City Road Suite 5	Carbondale	Illinois	62901	(618) 529 1204
MIN	0490	Larry	Gusk	3106 Three Oaks Road Unit B	Cary	Illinois	60013	(847) 639 0644
MIN	0170	Steve	Szeszel	17E Crystal Lake Plaza	Crystal Lake	Illinois	60014	(815) 477-0600
MIN	0427	Angela	Cushing	215 E Ash Ave Suite D	Decatur	Illinois	62526	(217) 875 0465
MIN	0260	Dominique	Dauphin	7341 Lemont Road	Downers Grove	Illinois	60516	(630) 353 1113
MIN	0632	Daniel	Silberman	1316 S Milwaukee Ave	Libertyville	Illinois	60048	(847) 996 0642
MIN	0112	Karrie	Holland	3924 38TH Avenue	Moline	Illinois	61265	(309) 762 2465
MIN	0387	Dan	Crepeau	744 E Dundee	Palatine	Illinois	60074	(847) 202 0008
MIN	0647	Ed	Pocius	16114 S RTE 59	Plainfield	Illinois	60586	(815) 267 7571
MIN	0404	Jeff	mcbee	6139 E State Street	Rockford	Illinois	61108	(815) 316 7722
MIN	0571	Doug	Watson	3307 E Lincoln Way	Sterling	Illinois	61081	(815) 625 2345
MIN	0471	Curtis	Drayton	7751 2 159th St	Tinley Park	Illino s	60477	(708) 532 3337
MIN	0573	Dominick	Dauphin	97 Danada Square East	Wheaton	Illinois	60187	(630) 653 5500
INA	0857	Tomm	Triplett	5450 Coldwater Road	Ft Wayne	Indiana	46825	(260) 444 5681
INA	0486	Steve	Farley	5357 East 82nd Street	Indianapolis	Indiana	46250	(317) 576 9580
INA	0567	Jeff	Peek	5550 W 86th St Ste 102	Indianapolis	Indiana	46268	(317) 471 8661
INA	0622	Marlin	Horner	7225 US 31 S Unit D1	Indianapolis	Indiana	46227	(317) 887 9100
INA	0761	Greg	Bewley	2110 B Boulevard Crossing	Kokomo	Indiana	46902	(765) 456 3465
INA	0424	Dorrie	Henderson	210 Meijer Drive Suite D	Lafayette	Indiana	47905	(765) 448 4500
INA	0435	Sam	Giannakis	8124 Calumet Avenue	Munster	Indiana	46321	(219) 513 0565
MIN	0111	Karrie	Holland	5252 Utica Ridge Rd	Davenport	Iowa	52807	(563) 344 0465
NTX	0504	Tim	Reed	2116 Park Avenue	Muscatine	Iowa	52761	(563) 288 1610
NTX	0527	Tim	Reed	1509 Flammang Drive	Waterloo	Iowa	50702	(319) 226 3041
NTX	0460	Joe	Jerome	801 73rd Street Suite I	Windsor Heights	Iowa	50324	(515) 564 7400
NTX	0349	Dal	Lindstrom	2100 N Rock Rd Suite 400	Derby	Kansas	67037	(316) 788 7760
NTX	0508	James	Burd	612 N Broadway	Pittsburg	Kansas	66762	(620) 231 3455
NTX	0457	Dal	Lindstrom	2919 SW Wanamaker	Topeka	Kansas	66614	(785) 861 7455
NTX	0084	Joseph	Copper	2250 North Rock Road	Wichita	Kansas	67226	(316) 681 1183
NTX	0348	Dal	Lindstrom	11333 E Kellogg Suite 202	Wichita	Kansas	67207	(316) 684 3455
NTX	0506	Joseph	Copper	7130 W Maple St Suite 290	Wichita	Kansas	67209	(316) 729 7465
COR	0871	Kimberly	Wisner	808 N Hwy 190	Covington	Louisiana	70433	(985) 373 6752
COR	0697	William	Bisland	265 Corporate Dr	Houma	Louisiana	70360	(985) 580 1010
COR	0487	V	Kenneth Broussard	3603 E Ambassador Caffery Parkway	Lafayette	Louisiana	70503	(337) 984 9000
CNE	0224	Philip	J Coupe	183 U S Rte 1	Scarborough	Maine	4074	(207) 510 7048

(7619 21945) #71-9372

MDA	0502	Brian	Brandenburg	5268 Nicholson Lane Suite H	Kensington	Maryland	20895	(301) 816 0465
MDA	0519	Barry	Taylor	330 140 Village Road Suite 14 Fairground Village Shopping	Westminster	Maryland	21157	(410) 848 9183
CNL	0795	Stephen	R Trask	83 Parkhurst Rd #16	Chelmsford	Massachusetts	1824	(978) 735-4311
CNE	0735	chuck	wallace	232 South Main Street Suite G Market Basket Plaza	Middleton	Massachusetts	1949	(978) 762-4657

Master Code	Store number	Primary Contact First	Primary Contact Last	Store Address	Store City	Store State	Store Zip	Center Phone
CNE	0762	Salvatore	Schembre	1 Robert Tower Blvd Suite 6	North Attleboro	Massachusetts	2760	(508) 699 8999
OHM	0251	Laura	Morris	1958 S Industrial Highway Suite C	Ann Arbor	Michigan	48104	(734) 213 1739
OHM	0618	Amy	Tate	206 N Euclid Ave	Bay City	Michigan	48706	(989) 686 1491
OHM	0155	Steven	Meyer	9864 E Grand River Suite 140	Brighton	Michigan	48116	(810) 229 5599
OHM	0166	Atul	Laddard	5924 N Sheldon Road	Canton	Michigan	48187	(734) 254 0544
OHM	0866	Mark	Provencher	2119 S Linden Road	Flint	Michigan	48532	(810) 732 5080
OHM	0353	Kieu	Thu le (Alt)	2839 Breton Rd	Grand Rapids	Michigan	49512	(616) 532-1717
OHM	0868	Steven	Rumler	72 W Carleton Rd	Hillsdale	Michigan	49242	(517) 437 2990
OHM	0591	Brad	Troyer	4512 Stadium Drive	Kalamazoo	Michigan	49008	(269) 342 6331
OHM	0815	Brian	Tallon	5025 W Saginaw Hwy	Lansing	Michigan	48917	(517) 853-0709
OHM	0211	Amy	Tate	1112 S Saginaw Road	Midland	Michigan	48640	(989) 631-0716
OHM	0210	Brian	Tallon	1715 E Grand River	Okemos	Michigan	48864	(517) 721 1307
OHM	0592	Susan	Watts	1800 W 14 Mile Rd suite D	Royal Oak	Michigan	48073	(248) 556 8020
OHM	0086	Amy	Tate	5699 Bay Rd	Saginaw	Michigan	48604	(989) 790 8060
OHM	0819	Amy	Tate	5647 State Street Suite C	Saginaw	Michigan	48603	(989) 790-2855
OHM	0425	Imran	Mussani	15231 Dix Toledo Rd	Southgate	Michigan	48195	(734) 642 0011
OHM	0167	Matt	Markus	3281 Rochester Rd	Troy	Michigan	48083	(248) 619 9959
MIN	0627	Tom	Schablitsky	7595 W 148th Street	Apple Valley	Minnesota	55124	(952) 891 4545
MIN	0157	Dan	Stafford	10450 Baltimore Street NE Suite 120	Blaine	Minnesota	55449	(763) 717 0114
MIN	0716	Steve	Horbul	138 Main St S	Cambridge	Minnesota	55008	(763) 552 4657
MIN	0044	Jeff	Beske	7906 Eden Road	Eden Prairie	Minnesota	55344	(952) 224 8555
MIN	0049	Erv	Zinter	13760 83rd Way	Maple Grove	Minnesota	55369	(763) 420 6632
MIN	0541	Jeanne	ONeal	3035 White Bear Avenue Suite 11	Maplewood	Minnesota	55109	(651) 779 9700
MIN	0557	Erv	Zinter	9125 Quaday Avenue NE Suite 101	Otsego	Minnesota	55330	(763) 441 7368
MIN	0271	Steve Rochester	Vollmer	2650 S Broadway #200	Rochester	Minnesota	55904	(507) 424 3959
MIN	0414	Stan	Case	1633 County Road C West	Roseville	Minnesota	55113	(651) 379 0390
MIN	0252	Blil	Hafdal	3411 W Division St	St Cloud	Minnesota	56301	(320) 258 3148
AMT	0521	Sreemukh	Sanne	201 LayFair Drive Suite 110	Flowood	Mississippi	39232	(601) 939 3373
NTX	0370	Ky	Ngo	14248 Manchester Road	Ballwin	Missouri	63011	(636) 391 2278
NTX	0340	Ky	Ngo			Missouri		(636) 391 2278
NTX	0347	James	Burd	211 West 3rd	Carthage	Missouri	64836	(417) 781 3455
NTX	0505	Jeff	Zehner	770 Market Street	Farmington	Missouri	63640	(573) 747 0070
NTX	0294	Susan	Abbott	6024 NE Antioch Road	Gladstone	Missouri	64119	(816) 741-4465
NTX	0507	James	Burd	102 North Range Line	Joplin	Missouri	64801	(417) 206 3455
NTX	0216	Mary	Pycior	412 SW Ward Road	Lee s Summit	Missouri	64081	(816) 246-4845
NTX	0603	Ky	Ngo	9532 Manchester Road	Rock Hill	Missouri	63119	(314) 963-3439
NTX	0431	Dan	McNeil	3656 South Campbell	Springfield	Missouri	65807	(417) 823 9990
NTX	0462	Scott	Hertzke	1842 S Glenstone	Springfield	Missouri	65804	(417) 886 1234
NTX	0416	Ken	Jones	824 Washington Corners	Washington	Missouri	63090	(636) 390 0550
NTX	0426	Ken	Jones	504 West Pearce	Wentzville	Missouri	63385	(636) 887 4840
RMT	0861	scott	Kabotoff	2455 Central Ave Suite 1	Billings	Montana	59102	(406) 652 2445
NTX	0396	Jon	Zvolanek	2315 N Webb Road	Grand Island	Nebraska	68803	(308) 384 6644
NTX	0091	Andy	Neil	6900 O Street Suite 122	Lincoln	Nebraska	68510	(402) 465 4465
NTX	0272	Andy	Neil	5400 S 56th Street #6	Lincoln	Nebraska	68516	(402) 464 3455
NTX	0611	Rachelle	Ogden	701 S 25th St #900	Norfolk	Nebraska	68701	(402) 844 3455
NTX	0065	Brad	Rohrig	11728 W Dodge Rd	Omaha	Nebraska	68144	(402) 334 3455
NTX	0746	Jon	Zvolanek		Omaha	Nebraska	68803	(308) 384 6644

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AZN	0311	Sham	Mehta	3655 S Rainbow Blvd Suite 104	Las Vegas	Nevada	89147	(702) 870-0099
AZN	0318	Sherin	Holla	4825 West Flamingo Road Suite 12	Las Vegas	Nevada	89103	(702) 444 1116
AZN	0781	Sham	Mehta	9550 S Eastern Avenue Suite 190	Las Vegas	Nevada	89123	(702) 586 0634
AZN	0561	John	Braun	1300 E Plumb Ln Suite B2	Reno	Nevada	89502	(775) 826 2465

Master Code	Store number	Primary Contact First	Primary Contact Last	Store Address	Store City	Store State	Store Zip	Center Phone
CNE	0509	Ralph	Gallagher	777 South Willow St	Manchester	New Hampshire	3103	(603) 657 7121
CNE	0075	Ralph	Gallagher	449 Amherst Street Unit B	Nashua	New Hampshire	3063	(603) 598 4657
CNE	0597	Zeina	Saghbini	9 Plaistow Rd	Plaistow	New Hampshire	3865	(603) 378 9465
CNE	0403	Ralph	Gallagher	379A South Broadway Unit C 1	Salem	New Hampshire	3079	(866) 211 4200
NWJ	0115	Norm	Friedman	205 Brick Mall	Brick	New Jersey	8723	(732) 920 1774
NWJ	0652	Robert	Long	2 Split Rock Dr Suite 6	Cherry Hill	New Jersey	8003	(856) 751 0900
NWJ	0136	Eric	Chui	60 Rte 10 W	East Hanover	New Jersey	7936	(973) 884 1306
NWJ	0662	Steven	Pallo	105 Route 46 West	Fairfield	New Jersey	7004	(973) 808 1903
NWJ	0291	Lynn	Furman	268 US HWY 202/31	Flemington	New Jersey	8822	(908) 782 1180
NWJ	0634	Jeff	Bier	830 Franklin Ave	Franklin Lakes	New Jersey	7417	(201) 891 0990
NWJ	0230	Jack	Pezzuti	2 Kiel Avenue	Kinnelon	New Jersey	7405	(973) 248 1010
NWJ	0355	David	Sciascia	201 Strykers Road Strykers Crossing Suite 16	Lopatcong	New Jersey	8865	(908) 454 8776
NWJ	0027	Mohammad	Haq	2300 Wrangleboro Road # 304	Mays Landing	New Jersey	8330	(609) 484 1001
NWJ	0062	Michael	Guido	469 Main Street	Metuchen	New Jersey	8840	(848) 229 2390
NWJ	0757	John	Applegate	4095 Route 1 South Suite 33B	Monmouth Junction	New Jersey	8852	(732) 329 2222
NWJ	0083	John	Figueiredo	1310 Springfield Ave	New Providence	New Jersey	7974	(908) 771 9696
NWJ	0187	Jose	Vidal	55 Mill St	Newton	New Jersey	7860	(973) 383 0204
NWJ	0560	Michael	Webb	291 Ridge Rd	North Arlington	New Jersey	7031	(201) 438 8070
NWJ	0047	Joe	Betesh	1815 Highway 35 North	Oakhurst	New Jersey	7755	(732) 531 4232
NWJ	0237	Robert	Doyle	106 E Ridgewood Ave	Pramus	New Jersey	7652	(201) 261 3131
NWJ	0085	Donna	Anderson	44 East Main Street	Ramsey	New Jersey	7446	(201) 934 0020
NWJ	0236	Thomas	Rippman	1304 Rte 47 Unit E	Rio Grande	New Jersey	8242	(609) 760-0814
NWJ	0078	Ken	Bohs	350 Route 46 Suite 110	Rockaway	New Jersey	7866	(973) 586 9099
NWJ	0051	Jose	Villacorta	415 Egg Harbor Road STE 218	Sewell	New Jersey	8080	(856) 245 7386
NWJ	0533	Mahmoud	Mesheh	863 Somerset St	Somerset	New Jersey	8873	(732) 246 7575
NWJ	0299	Jyoti	Desai	120 Cedar Grove	Sommerset	New Jersey	8873	(732) 384 4411
NWJ	0758	Martin	Kennedy	85 Old Stage Road Suite 99	Spotswood	New Jersey	8884	(732) 251 4657
NWJ	0056	Alex	martello	2576 Route 22 East	Union	New Jersey	7083	(908) 688 5601
NWJ	0305	Thomas	Terranova	1370 South Main Road #8	Vineland	New Jersey	8360	(856) 692 0372
NWJ	0088	Robin	Bordman	1055 Hamburg Turnpike Wedgewood Plaza	Wayne	New Jersey	7470	(973) 696 2880
NWJ	0089	Jim	Feeney	Plaza 46 1590 Hwy 46 West	woodland park	New Jersey	7424	(973) 256 5610
NYS	0528	Howard	Service	2068 Flatbush Avenue	Brooklyn	New York	11234	(718) 252 7771
NYS	0024	Mark	Becker	19 Clifton Country Road	Clifton Park	New York	12065	(518) 371 2207
NYS	0017	Frank	Fancia	776 Hempstead Turnpike	Franklin Square	New York	11010	(516) 539 1211
NYS	0826	Gienn	Norman	1200 8 East Jericho Turnpike	Huntington	New York	11743	(631) 271 0240
NYS	0859	Greg	Carafello	601 Loudon Road #4	Latham	New York	12110	(518) 786 5188
NYS	0437	Qing	Li	56 11 A Marathon Parkway	Little Neck	New York	11362	(718) 504 2862
NYS	0098	Glen	Friedman	155 West 35th Street	New York	New York	10001	(212) 777 6600
NYS	0844	Gerry	Moultry	225 West 23rd St	New York	New York	10011	(212) 414 8406
NYS	0847	Henri	Kalajan	805 Third Ave	New York	New York	10022	(212) 308 1465
NYS	0853	Greg	Carafello	14 Wall St	New York City	New York	10005	(973) 768 9780
NYS	0128	Phil	Caputo	101 Route 112	port Jefferson	New York	11776	(631) 979 3292
NYS	0077	Trevor	Rose	425 Willis Ave	Williston Park	New York	11596	(516) 222 2422
NYS	0817	Michael	Traina	1928 Commerce St	Yorktown Heights	New York	10598	(914) 245 8939
PAD	0046	Scott	Cohen	3671 SW Cary Parkway	Cary	North Carolina	27513	(919) 678 0910
PAD	0082	Dave	Culp	11046 A Cedar Walk Lane	Charlotte	North Carolina	28277	(704) 529 7360
PAD	0270	Mark	Crampton	105 W NC Hwy 54 Suite 281	Durham	North Carolina	27713	(919) 806 0500

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PAD	0183	Trena	Daignault	440 Westwood Shopping Center	Fayetteville	North Carolina	28314	(910) 482 4465
PAD	0834	Jeff	Neal	1209 N Berkeley Blvd Ste D	Goldsboro	North Carolina	27534	(919) 778 6552
PAD	0440	Mark	Wickham	1838 Startown Rd	Hickory	North Carolina	28602	(828) 322 1001
PAD	0605	Steve	Holder	6325 Falls of Neuse Rd Suite 5	Raleigh	North Carolina	27615	(919) 872 8072

Master Code	Store number	Primary Contact First	Primary Contact Last	Store Address	Store City	Store State	Store Zip	Center Phone
MIN	0794	William	R Bernhagen	537 South 7th St	Bismark	North Dakota	58504	(701) 751 3334
MIN	0691	Henry	Holtgard	3501 13th Av S	Fargo	North Dakota	58103	(701) 235 6200
OHM	0141	Steve	Tirrell	1918 Buchholzer Road	Akron	Ohio	44310	(330) 633 2735
OHM	0393	Steve	Tirrell	3764 Rocky River Dr	Cleveland	Ohio	44111	(216) 251 6300
OHM	0123	Gregory	Winn	1393 Grandview Ave	Columbus	Ohio	43212	(614) 457 1324
OHM	0036	Eric	kehler	323 W Bridge Street	Dublin	Ohio	43017	(614) 889 8488
OHM	0613	Dawn	Rettig	820 N Main St Suite 4	Findlay	Ohio	45840	(419) 422 7166
OHM	0099	Christopher	Ratchford	1004 N Hamilton Rd	Gahanna	Ohio	43230	(614) 532 5368
OHM	0657	Alan	Horvath	4508 Cemetery Rd	Hilliard	Ohio	43026	(614) 777 4465
OHM	0070	Gary	Goodwin	6567 Brandt Pike	Huber Heights	Ohio	45424	(937) 233 4655
OHM	0830	David	Fett	2100 Harding Highway Suite 6	Lima	Ohio	45804	(419) 999 9276
OHM	0831	David	Fett	1094 N Cable Rd	Lima	Ohio	45805	(419) 999 9278
OHM	0383	Mike	Detrow	327 N Lexington Springmill Rd	Mansfield	Ohio	44906	(419) 747 7468
OHM	0069	Steve	Tirrell	4901 Portage Street NW	North Canton	Ohio	44720	(330) 305 1424
OHM	0658	Rusty	McNair	1347 E Kemper Road	Springdale	Ohio	45246	(513) 671 5700
OHM	0739	Tom	Rhoden	3814 W Alexis Rd	Toledo	Ohio	43623	(419) 517 7555
OHM	0623	Kurt	Pritz	5807 Maxtown Rd	Westerville	Ohio	43082	(614) 794 3040
NTX	0034	Jane	Porter	1015 East Lansing St eet	Broken Arrow	Oklahoma	74012	(918) 251 5096
NTX	0143	Frank	Smith	1704 South Broadway	Edmond	Oklahoma	73013	(405) 359-8765
NTX	0330	James	Burd	1620 S Main St STE E	Grove	Oklahoma	74344	(918) 791 9465
NTX	0382	Nancy	K Wood	1724 East Carl Albert Parkway Tandy Town Shopping Center	McAlester	Oklahoma	74501	(918) 426 5900
NTX	0314	Joe	DeBerry	942 W Shawnee	Muskogee	Oklahoma	74401	(918) 686 6000
NTX	0313	Joe	DeBerry	114 C W Taft	Sapulpa	Oklahoma	74066	(918) 227 3500
NTX	0443	Kelly	Seratt	2021 Mahaney Ave STE 2	Tahlequah	Oklahoma	74464	(918) 207 1777
NTX	0071	Joe	DeBerry	2727 E 21st St Suite 305	Tulsa	Oklahoma	74114	(918) 369 2888
NTX	0148	Scott	Brown	11161 E 31st Street	Tulsa	Oklahoma	74146	(918) 270 1300
NTX	0730	Joe	DeBerry	1251 S Harvard Ave	Tulsa	Oklahoma	74112	(918) 747-4340
PNW	0304	Brian	McCann	810 Eastman Parkway	Gresham	Oregon	97080	(503) 489 1884
PNW	0135	Richard	Jarvis	3962 SE Hawthorne Blvd Suite B	Portland	Oregon	97214	(503) 231 7900
PNW	0807	Keith	Figueroa	476 Lancaster Dr NE	Salem	Oregon	97301	(503) 363 0966
PNW	0327	Michelle	Potter	10115 SW Nimbus Avenue Ste 600	Tigard	Oregon	97223	(503) 624 2171
PAD	0368	Drew	Sinclair	3420 Pleasant Valley Blvd	Altoona	Pennsylvania	16602	(814) 944-5554
PAD	0451	David	Crown	200 S Spring Garden Suite D	Carlisle	Pennsylvania	17013	(717) 249 8900
PAD	0037	Bob	Bilbow	7A Gateway Shopping Center	Edwardsville	Pennsylvania	18704	(570) 822-4100
PAD	0579	Samuel	Hoffman	346 N Reading Road	Ephrata	Pennsylvania	17522	(717) 721 1850
PAD	0606	Tom	Landis	1000 Carlisle St #20	Hanover	Pennsylvania	17331	(717) 637 1311
PAD	0184	Linda	Eyer	3875 A Union Deposit Road	Harrisburg	Pennsylvania	17109	(717) 724 2201
PAD	0493	Richard	(Alan) Seymour	625 S 13th St	Indiana	Pennsylvania	15701	(724) 349-4615
PAD	0390	Karen	McCready	1309 Eisenhower Blvd	Johnstown	Pennsylvania	15904	(814) 262 7464
PAD	0008	Michael	Szwast	1937 B Fruitville Pike	Lancaster	Pennsylvania	17601	(717) 509 8989
PAD	0692	Joe	Jasek	1049 Waterdam Plaza Dr Waterdam Plaza	McMurray	Pennsylvania	15317	(724) 731 0218
PAD	0860	Thomas	Laird	2671 Monroeville BLVD	Monroeville	Pennsylvania	15146	(412) 374 1700
PAD	0449	Bruce	Thaler	536 Smithfield Street	Pittsburgh	Pennsylvania	15222	(412) 281 7950
PAD	0599	Norman	Washick	2030 North Township Blvd	Pittston	Pennsylvania	18640	(570) 883 0300
PAD	0408	Gerald	Stricker	4748 Penn Ave	Sinking Spring	Pennsylvania	19608	(610) 927-9202
PAD	0563	Karen	McCready	Giant Plaza 233 Northland Center	State College	Pennsylvania	16801	(814) 237 1080
PAD	0582	Karen	Mazurek	1805 Loucks Rd Suite 100	York	Pennsylvania	17404	(717) 699 4465

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PTR	0721	Hector	Despiau	Road 2 km 71 5 Int Road 638 Domingo Ruiz Wprd	Arecibo	Puerto Rico	612	(787) 878 5542
PTR	0694	Adonay	Ramirez	Ave Lomas Verdes IF 47 Royal Palm	Bayamon	Puerto Rico	956	(787) 786 3800
PTR	0645	Joe	V Rodriguez Nazario	C15 Acuarela Street Urb Munoz Rivera	Guaynabo	Puerto Rico	969	(787) 999 2032
CNE	0489	Mike	Mancuso	776 Main St	East Greenwich	Rhode Island	2818	(401) 515 2011

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Master Code	Store number	Primary Contact First	Primary Contact Last	Store Address	Store City	Store State	Store Zip	Center Phone
CNE	0212	Mike	Mancuso	1744 Mineral Spring Avenue	North Providence	Rhode Island	2904	(401) 353 3246
SCR	0734	Rob	Whitlock	3141 Forest Drive	Columbia	South Carolina	29204	(803) 736 2992
SCR	0367	Joe	Medlin	1140 Woodruff Road Suite 105	Greenville	South Carolina	29607	(864) 286 6300
SCR	0725	Joe	Medlin	3275 C N Pleasantburg Drive	Greenville	South Carolina	29609	(864) 286 6300
SCR	0621	Barry	Stachnik	1200 Queensborough	Mt Pleasant	South Carolina	29464	(843) 856 2344
SCR	0790	Susan	DeMarco	1048 Franklin Avenue	Spartanburg	South Carolina	29301	(864) 576 2766
MIN	0690	Scott	Bauer	5013 S Louise Ave	Sioux Falls	South Dakota	57108	(605) 362 1900
AMT	0376	Dan	Stockel	5985 Stage Road Unit #28	Bartlett	Tennessee	38134	(901) 372 7373
GEO	0244	Hyuck	Jin Kwon	7540 East Brainerd Road Suite 109	Chattanooga	Tennessee	37421	(423) 894 5737
AMT	0803	Taylor	Morse	1016 W Poplar Ave Suite 104	Collierville	Tennessee	38017	(901) 853 3230
GEO	0535	A un	Mahtani	4115 Mallory Lane Suite 216	Franklin	Tennessee	37067	(615) 327 3600
GEO	0477	Barry	Bean	5516 Old Hickory Blvd	Hermitage	Tennessee	37076	(615) 232 2465
GEO	0829	Cameron	Gonder	5502 Hixson Pike Suite 1	Hixson	Tennessee	37343	(423) 842 0702
GEO	0198	Larry	England	1735 W State of Franklin Road Suite 9	Johnson City	Tennessee	37604	(423) 722 0333
GEO	0199	Larry	England	1101 E Stone Drive Suite 6	Kingsport	Tennessee	37660	(423) 247 7465
GEO	0108	Gerald	T Utermark	10420 B Kingston Pike	Knoxville	Tennessee	37922	(865) 312 9456
GEO	0555	Scott	Landry	9450 S Northshore Dr	Knoxville	Tennessee	37922	(865) 690-4465
AMT	0732	Michael	Willis	4717 Poplar Ave	Memphis	Tennessee	38117	(901) 767 4065
AMT	0806	Michael	Willis	1603 Union Avenue	Memphis	Tennessee	38104	(901) 721 6024
GEO	0653	Marcy	Jacobs	536 N Thompson Lane Suite C	Murfreesboro	Tennessee	37129	(615) 848-0465
GEO	0536	Arun	Mahtani	218 20th Ave N Suite 1	Nashville	Tennessee	37203	(615) 327 3600
GEO	0814	Eric	Barnes	4935 Main St #8	Spring Hill	Tennessee	37174	(615) 302-0252
NTX	0877	Wayne	Gordon	6010 SW 34th Ave Unit B	Amarillo	Texas	79109	(806) 356 7600
NTX	0153	Wayne	Gordon			Texas		(806) 356 7600
NTX	0786	Raja	Bhatti	3648 Matlock Road	Arlington	Texas	76015	(817) 557-0300
STX	0073	Danny & JoAnn	Studdard	MOBILE STORE	Austin	Texas	78704	(512) 833 8490
STX	0245	Danny & JoAnn	Studdard	500 Canyon Ridge Drive Suite B 200	Austin	Texas	78753	(512) 833 8490
STX	0878	Bhupesh	Patel	1067 Colorado St	Beaumont	Texas	77705	(409) 225-5398
STX	0364	Dennis	Ecklund	725 E Villa Maria #1900	Bryan	Texas	77802	(979) 823-4800
NTX	0688	Paul	Andow	836 E Renfro St	Burleson	Texas	76028	(817) 386 7606
STX	0227	James	Spillman	22008 I 45 North	Conroe	Texas	77301	(936) 539 1080
NTX	0286	Ali	Master	7632 Campbell Rd Suite 311	Dallas	Texas	75248	(972) 705 9494
NTX	0510	Todd	Kuenstler	6109 Greenville Avenue Suite B	Dallas	Texas	75206	(214) 361 2850
STX	0010	Carol	Clark	102 W El Dorado Blvd Suite C 2	Friendswood	Texas	77546	(281) 286 8244
STX	0030	Van	Ar ington	2055 Westheimer #165	Houston	Texas	77098	(713) 526 0040
STX	0120	Iqbal	Budhwani	7331 Harwin Dr Suite 201	Houston	Texas	77036	(713) 975 1562
STX	0127	Christopher	David	8582 Westheimer	Houston	Texas	77063	(713) 783 9200
STX	0200	Clay	Deaton	1560 Eldridge Pkwy Suite 156	Houston	Texas	77077	(281) 497 4465
STX	0568	Berhane	Reddy	4036 Bellaire Blvd	Houston	Texas	77025	(713) 518 1484
STX	0586	Christopher	David	5638 Westheimer Road	Houston	Texas	77056	(713) 572 1700
STX	0808	Clay	Deaton	8475 Highway 6 North Suite A 2	Houston	Texas	77095	(832) 427 5214
STX	0031	Ray	Curtis	317 Sidney Baker South #200	Kerrville	Texas	78028	(830) 895 3465
NTX	0643	Paul	Holloway	2414 Gilmer rd Ste #3	Longview	Texas	75604	(903) 759-4657
NTX	0442	Paul	Younger	3205 N University Drive Suite L	Nacogdoches	Texas	75964	(936) 559 8347
STX	0181	George	Morato	290 S Business I 35	New Braunfels	Texas	78130	(830) 625 3338
STX	0760	Gerald	Nickelson	5108 B Fairmont Parkway	Pasadena	Texas	77505	(281) 998 3050
STX	0590	Ray	Edinger	7959 Fredericksburg Rd Suite 213	San Antonio	Texas	78229	(210) 949 0565

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STX	0072	Jim	Timmer	7312 Louetta Rd Suite A100	Spring	Texas	77379	(281) 257 8668
STX	0179	Robert	Snider	16126 Southwest Freeway Suite 150	Sugar Land	Texas	77479	(281) 980 1145
NTX	0267	Paul	Holloway	1400 W Southwest Loop 323 STE 50	Tyler	Texas	75701	(817) 921 2344
RMT	0712	Brandt	Wilcox	101 E 1600 N	Logan	Utah	84341	(435) 753 2180

Master Code	Store number	Primary Contact First	Primary Contact Last	Store Address	Store City	Store State	Store Zip	Center Phone
RMT	0050	Kelly	Thompson	832 E Fort Union Blvd	Midvale	Utah	84047	(801) 567 0202
RMT	0659	Kelly	Mason	46 N Main St	Richfield	Utah	84701	(435) 893 0105
RMT	0648	Kelly	Thompson	2120 S 700 E Suite H	Salt Lake City	Utah	84106	(801) 484-4657
CNE	0870	Marc	Bouchard	7 Turner Ave	Milton	Vermont	5468	(802) 734 0528
MDA	0675	Sharon	Hiatt	44050 Ashburn Shopping Plaza Unit 171	Ashburn	Virginia	20147	(703) 858 9558
MDA	0798	Tom	Boone	6327 Multiplex Drive	Centreville	Virginia	20121	(703) 266 6666
MDA	0702	Jamie	Parker	45 Conston Ave	Christiansburg	Virginia	7670	(540) 381 0016
MDA	0589	Bruce	J Barnett	1990 William St	Fredricksburg	Virginia	22401	(540) 621-0320
MDA	0097	William	Papierniak	4120 Cox Rd Suite A	Glen Allen	Virginia	23060	(804) 237 6844
MDA	0696	Fung	Yong (Angela) Tee	13924 Hull Street Road	Middlethian	Virginia	23112	(804) 639 6797
MDA	0804	Joann	Hubbard	610 Trent St. NE	Norton	Virginia	24273	(276) 679 1665
MDA	0480	Dave	Clark	11540 Busy Street	Richmond	Virginia	23236	(804) 423 6628
MDA	0297	Jim	Ahmed	2020 Electric Rd	Roanoke	Virginia	24018	(540) 776 1112
MDA	0743	Jamshed	Ahmed	3940 Valley Gateway Blvd	Roanoke	Virginia	24012	(540) 682 8200
MDA	0539	Nathan	Evans	4001 Virginia Beach Blvd Unit 136	Virginia Beach	Virginia	23452	(757) 340 7700
PNW	0369	Ed	Horowitz	1175 NW Gilman Blvd Suite B 10	Issaquah	Washington	98027	(425) 391-4657
PNW	0101	Kay	Brewer	1360 N Louisiana Suite B	Kennewick	Washington	99336	(509) 735 9266
PNW	0439	Susan	Cowperthwaite	6020 Main St SW Suite H	Lakewood	Washington	98499	(253) 582-0300
PNW	0246	Bill	Johns	17190 Redmond Way	Redmond	Washington	98052	(425) 895 1465
PNW	0319	James	Kinsky	400 NE 45th Street	Seattle	Washington	98105	(206) 632 5555
PNW	0258	Ben	Irwin	506 N Sullivan Road Suite F	Spokane	Washington	99037	(509) 927 1077
PNW	0394	Patrick	McCord	9502 N Newport Hwy Suite 2A	Spokane	Washington	99218	(509) 465 8900
PNW	0418	Patrick	McCord	4407 N Division St #100	Spokane	Washington	99207	(509) 489 3000
PNW	0538	Patrick	McCord	2525 E 29th St Suite 8	Spokane	Washington	99223	(509) 315 8760
PNW	0175	Richard	Jarvis	2100 SE 164th Ave Suite D104	Vancouver	Washington	98683	(360) 882 4465
PNW	0823	Kay	Brewer	221 East Main Street	Walla Walla	Washington	99362	(509) 529-4556
PNW	0872	Kay	Brewer	2402 S 1st St Suite 102	Yakima	Washington	98903	(509) 469 9711
MIN	0080	Tim	Spilchen	2011 Richmond St	Appleton	Wisconsin	54913	(920) 954 7252
MIN	0081	Tim	Spilchen	2605 S Oneida St Suite 111	Ashwaubenon	Wisconsin	54304	(920) 497 8669
MIN	0722	Corinne	Naresk	19035 W Bluemound Rd #9	Brookfield	Wisconsin	53045	(262) 754 2901
MIN	0572	Jennifer	Price	1424 E Geneva St	Delavan	Wisconsin	53115	(262) 728 8570
MIN	0468	Steve	Vollmer	2919 Mall Drive Suite A	Eau Claire	Wisconsin	54701	(715) 839 9733
MIN	0518	Jeff	Faul	N6663 Rolling Meadows Dr Suite D	Fond du Lac	Wisconsin	54937	(920) 322 1236
MIN	0238	Scott	Kuhn	6969 N Port Washington Rd Suite B110	Glendale	Wisconsin	53217	(414) 351 4655
MIN	0747	Steve	Vollmer	1015 Pearson Drive	Hudson	Wisconsin	54016	(715) 381 5000
MIN	0542	Doug	Franzen	4144 Harbor Town Lane #200	Manitowoc	Wisconsin	54220	(920) 686 9395
MIN	0809	Bill	Fox	8608 University Green Ste #5	Middleton	Wisconsin	53562	(608) 831 9626
MIN	0263	Steve Onalaska	Vollmer	1220 Crossing Meadows Drive Suite 100	Onalaska	Wisconsin	54650	(608) 783 2644
MIN	0158	Ron	Hasselbacher	1171 S Washburn St	Oshkosh	Wisconsin	54904	(920) 230 1522
MIN	0269	Greg	Nickels	1230 George Towne Dr Suite B	Pewaukee	Wisconsin	53072	(262) 695 8036
MIN	0491	Randal	Johnson	3542 Washington Frontage Road	Sheboygan	Wisconsin	53081	(920) 208 7077
MIN	0718	Dan	Landsverk	5370 Highway 10 East Suite G	Stevens Point	Wisconsin	54482	(715) 544 4945
MIN	0042	David	Morrill	6650 West State Street	Wauwatosa	Wisconsin	53213	(414) 777 1830
MIN	0717	Greg	Nickels	2721 S 108th Street	West Allis	Wisconsin	53227	(414) 727 4830
MIN	0337	Dan	Landsverk	4551 8th Street South Suite 101	Wisconsin Rapids	Wisconsin	54494	(715) 424 0960

RMT	0637	Jennifer	James	2240 Coffeen Ave Suite G	Sheridan	Wyoming	82801	(307) 675 2010
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EXHIBIT D-3

FORMER UNIT FRANCHISEES

D 3
Former Unit Franchisee List for 2015

Master	Store Number	Primary Contact	Store City	Store State	Phone	Reason
AMT	749	Christina Farguson	Birmingham	AL	205-478-0560	Transfer
AMT	792	Walter Collins	Pelham	AL	205-731-7299	Transfer
AZN	309	Brian Day	Goodyear	AZ	627-925-8877	Non-Renewal
AZN	316	Lauren Flinders	Mesa	AZ	480-854-3080	Transfer
AZN	235	Robert Harris	Pajaro	AZ	623-778-7400	Transfer
AKA-AZN	754-57	Diane Fairbanks	Phoenix	AKA-AZ	907-480-457-593-4657	Ceased Operations/Other
AZN	779-656	Julie Mesas	Scottsdale	AZ	480-558-447-4849	Ceased Operations/Other
AZN	317	Tim Rockwell	Surfer's	AZ	627-214-1115	Non-Renewal
AZN	778	Chuck and Kathy Sawyer	Tucson	AZ	520-788-7424	Ceased Operations/Other
NCB	93-656	Moheon	Danville	CA	925-831-751-2008	Non-renewal
ORA	223-48	Dennis Fountain	Fountain	CA	714-562-556-613-4465	Non-renewal
ORA	275	Kuun Gorakha Baker	Carroll	CA	562-402-1035	Non-Renewal
NCCN-CA	444	Srinivas	Fremont	CA	510-687-76-9132	Transfer
NCCN-CA	839-420	Srinivas	Hayward	CA	510-550-687-76-9132	Transfer
ORA-CA	461-187	Dennis	Huntington	CA	714-319-848-206-2082	Non-renewal
NCCN-CA	205-150	Harold	Milpitas	CA	408-25-935-545-0300	Non-renewal
NCCN-CA	197-126	Ken Wong	Oakland	CA	510-428-9500-7-1782	Non-renewal
AZN-CA	33-619	Dennis	San	CA	858-415-581-109-919-1844	Non-renewal
NCCN-CA	3-6	Rex White	San Francisco	CA	415-243-0800	Ceased Operations/Other
SCB-RMT	425-177	Paul	Temecula	CA	951-363-296-410-2182	Non-Renewal
NCB-RMT	789-134	Scott	Davis	CA	530-719-297-571-7200	Ceased Operations/Other
NCC-RMT	4-00	Steve	Forest	CA	650-970-341-483-5700	Non-renewal
RMT	40-1	Patti Page	Galt	CO	970-30-1-4829	Non-Renewal
RMT	133	Jack Fontenberry	Lakewood	CO	303-980-6500	Ceased Operations/Other
CNE-RMT	828-797	Michael	Danbury	CT	203-303-205-226-2334	Ceased Operations/Other
FLA-RMT	677-748	Keith	Sarasota	FL	941-470-323-4-0063	Transfer
GEORMT	209-638	Mitch	Alpharetta	GA	770-313-475-7-0-7266	Abandoned
GEOPMT	500-178	Shana	Atlanta	GA	404-303-620-28-5520	Ceased Operations/Other
GEON-CA	631-220	Scott	Atlanta	GA	678-203-371-651-5252	Transfer
GEORLA	478-203	Jeremy Warner	Decatur	GA	404-904-915-28-3562	Transfer
GEO	537-152	Richard Greener	Lawrenceville	GA	770-708-736-1-34-6670	Abandoned
GEO	848-358	Eric	Romney	GA	770-770-537-7-16-2232	Transfer
GEO	556-151	Mike	Savannah	GA	878-947-354-5701	Transfer
GED	889	Mike Forlines	LaGrange	GA	706-882-758-1	Ceased Operations/Other
PNW-GEO	774-640	Lance Stoker	Idaho	ID	208-770-528-414-8378	Transfer
MIN-HAW	493-009	Meg & Ron	Bolingbrook	IL	630-808-378-871-4700	Ceased Operations/Other
MIN	490-617	Annette	Carlyle	IL	847-503-630-159-0037	Transfer
MIN-NTX	768-227	Harry	McHenry	IL	815-310-385-306-7465	Ceased Operations/Other
MIN	404	Robert Opperman	Rockford	IL	815-885-4845	Transfer
MIN-NTX	530-741	Michael	Shiloh	IL	618-712-628-76-4440	Ceased Operations/Other
MIN-PN	573-59	Brook Reed	Wheaton	IL	630-208-719-353-1123	Transfer
INAPN-IL	604-58	Julie Thomas	Bloomington	IN	812-28-961-854-8831	Abandoned
INAPN-IL	424-195	Darlene	Lafayette	IN	765-208-379-055-9800	Transfer
NTX-PN	459-503	Terry Kelly	Lawrence	KS	785-208-856-736-6465	Non-Renewal
NTX-MIN	247-388	John	Overland	KS	913-770-385-271-7744	Ceased Operations/Other
CNE-MIN	700-699	Bob Sund	Lexington	MA	781-308-939-80-3105	Ceased Operations/Other
MIN	131	Doug McLennan	Skokie	IL	817-327-9798	Non-Renewal
CNE-MA	804-445	William	Milford	MA	508-574-478-835-7283	Ceased Operations/Other
CNE-OHM	68-378	David	Weymouth	MA	781-586-331-283-1909	Non-Renewal
OHM	455-736	Joe	Brighton	MA	810-488-229-997-5599	Transfer
OHA	259	Kevin Snow	Traverse City	MI	231-932-0620	Non-Renewal
OHM-MIN	380-595	Glenn	Grand	MI	616-218-245-20-7221	Ceased Operations/Other
OHM-MIN	256-788	Pat	Jenison	MI	616-507-301-645-1061	Ceased Operations/Other
MIN	79-531	Todd & Kelly	Bloomington	MN	952-351-746-739-5765	Non-renewal
MIN-NTX	414-762	Peter	Roseville	MN	763-573-421-234-9640	Transfer
NTX	302	Gerry Bennett	Croft	MO	314-427-0465	Non-Renewal
NTX	347-370	Dan Harrison	Joplin	MO	763-306-421-331-9640	Transfer
NTX	507-603	Dan Harrison	Joplin	MO	763-314-421-063-9640	Transfer
NTX	508-340	Dan Harrison	Joplin	MO	763-336-421-153-9640	Transfer
RMT	213	Ron Sleij	Billings	MT	406-652-2443	Non-Renewal
RMT	211	Ron Sleij	Bozeman	MT	406-582-0199	Non-Renewal
NTX-RMT	352-7	Ed Anderson	Kansas	MO	816-405-942-723-3556	Ceased Operations/Other
PAD	104-37	Gina Aiello	Matthews	NC	704-845-541-4657	Non-renewal
PAD	35-0	Steven	Raleigh	NC	919-787-923-2969	Non-renewal
PAD-NJ	107-228	Ryan	Winston	NC	336-712-774-33-1701	Non-Renewal
NWJ	624-198	Edward	Leonard	NJ	201-973-461-494-4200	Ceased Operations/Other
NWJ-NY	83-201	Norman	New	NJ	908-716-771-495-9696	Transfer
NWJ-NY	187-122	William	Newton	NJ	973-718-222-380-5904	Transfer
GORN-NY	429-61	Hina	Albuquerque	NM	505-316-797-511-3111	Ceased Operations/Other
NYS-NY	600-565	Lincoln	Baldwin	NY	516-311-665-334-3060	Ceased Operations/Other

NYSN vs	63035	Morte	New Hyde	NY	516.315.326 ext. 6802, 150	Non-renewal	Can. or Operations/Other
OHM	393	Anthony Elbry	Cleveland	OH	216-252-5535	Transfer	
NTX	253	Scott & Caryn Brewer	Claremore	OK	018-341-0084	Non-renewal	
NTX	330	Teresa Hamm	Grove	OK	018-791-0465	Transfer	
NTX vs	30090	Frank	Norman Schul	OK/ny	405.914.3072 ext. 0130, 1900	Ceased Operations/Other	

D 3
Former Unit Franchisee List for 2015

MasterCode	Store Number	Primary Contact	Store City	Store State	Phone	Reason
NTX	234 ⁴²²	Jack	Oklahoma City	OK	406-607-914460	Ceased Operations/Other
NTX	67 ²⁸	Jack	Oklahoma City	OK	405-632-7283324	Non-Renewal
NTX	148 ¹⁴⁵	Ken	Tulsa	OK	405-618-7070300	Transfer
PNW	165 ⁵⁸¹	Lee	Bend	OR	541-737-388517-3501	Ceased Operations/Other
PAD	142 ³⁵⁷	Mike	Chester	PA	610-624-4586005	Ceased Operations/Other
PAD	361 ⁴⁵⁶	Norm	Dickson	PA	570-487-3281777	Abandonment
PAD	74 ²⁵⁴	Marshall	Southampton	PA	215-401-357181-1033	Non-Renewal
AMT	373 ⁵⁸⁴	Mark	Cordova	TN	904-717-754703-7011	Ceased Operations/Other
GEO	856 ⁵⁶⁶	Arun	Hendersonville	TN	615-803-265736-8652	Ceased Operations/Other
SLR	869	Rob White	Lexington	SC	803-738-2992	Ceased Operations/Other
GEO	636 ⁷⁷	Berry Beard	Lebanon	TN	615-865-54749-0061	Abandoned
GEO	813 ²⁸⁰	David	Manchester	TN	831-596841-3430	Transfer
STX	245 ⁷³	Grant Kuensler	Austin	TX	512-331-4337787	Transfer
STX	73 ¹³¹	Dan	Austin	TX	956-930-618331-0342	Transfer
STX	72 ³⁴⁵	Jeff Morgan	Springfield	TX	281-372-224791-2417	Transfer
STX	386	Berhana Reddy	Humble	TX	281-319-4485	Ceased Operations/Other
STX	365	Kris Allfrey	Missouri City	TX	281-303-5702	Ceased Operations/Other
NTX	267 ⁴⁴²	Raquel	Tyler	TX	936-559-8347	Transfer
STX	720	Joseph Chuan	Petaluma	TX	713-429-1014	Non-Renewal
ORA	538 ⁷⁰²	Ben Irwin	Spokane	WA	509-540-464381-2987	Transfer
PAD	418 ⁹⁷	Ben Irwin	Spokane	WA	509-540-464381-2987	Transfer
PAD	394 ⁷⁴³	Ben Irwin	Spokane	WA	509-540-464381-2987	Transfer
MIN	488 ⁸³²	Douglas	Germantown	WI	262-360-259753-564	Ceased Operations/Other
PNW	517	Ryan Davis	Pullman	WA	208-882-0206	Transfer
MIN	966	Nathan Ghrwald	Vestibend	WI	262-247-2350	Ceased Operations/Other
RIIT	783	Jennifer James	Casper	WY		If you buy this Franchise, Ceased Operations/Other

EXHIBIT D-34

UNIT FRANCHISE AGREEMENTS SIGNED BUT UNITS NOT YET OPEN

D 4
Unit Franchise Agreements Signed, but Units Not Yet Open
As of December 31, 2015

Master Code	Store Number	Date Store Awarded	Primary Contact	Address	City	State	Zip	Phone
AMTSCR	08100	3/31/2008	Rick BakerJoe Medlin	7713 Clayton Cove PKWY535 Crimson	PinsonWessterville	ALSC	35126	205864-680286-
AMTMIN	08620	3/31/2011	Brad CollinsDoug McLennan	1040 N Winchester Ave Apt 2R	Chicago	IL	60622	205312-532282-
AZNWJ	08380	8/26/2009	Randy WeismanChristine	652 E Torrey Pines PL	Chandler	AZNJ	85249	480201-248261-
NCANCB	07240	2/16/2007	Edris NkianWan Chao	2998 W Sugar Hill Terrace2 Neva Court	DublinOakland	CA	94568	925-361932-
NTX	0292	3/14/2005	Susan Abbott	7423 Hickory St	Kansas City	MO	64118	816-468-7411
NTX	0293	3/14/2005	Susan Abbott	7423 Hickory St	Kansas City	MO	64118	816-468-7411
NCC	0303	3/23/2005	Charles Dietz	1941 Grande Circle #55	Fairfield	CA	94533	707-208-6808
NCCMIN	02490	1/28/2005	Wan ChaoSam Adams	2 Neva Court2919 Mall Dr suite A	OaklandEau Claire	CAWI	94611	925715-932839-
NCCNTX	04830	1/12/2006	Krishna KatikaneniJane	20810 Arbeleche Ln	Saratoga	CAOK	95070	408918-872251-
NCCNYS	04840	1/12/2006	Krishna KatikaneniBill Paolini	20810 Arbeleche Ln	Saratoga	CANY	95070	408718-872380-
RMTNYS	02980	3/16/2005	Amy SchellerPhil Caputo		Colorado Spring	CONY		719631-260476-
RMTNYS	07910	12/7/2007	Walt Van BibberPhil Caputo	25704 Shiloh Circle	Conifer	CONY	80433	303631-838476-
CNNYS	08240	11/4/2008	Frank P LyonsPhil Caputo	252 Oronoque RD	Milford	CTNY	06461	203631-640476-
NYS	0333	4/19/2005	Glen Friedman	157 E 18th St Apt 2H	New York	NY	10003	917 566-6852
NTX	0384	7/21/2005	Debra Pickrel	2462 E 13th Ave	Columbus	NE	68601	402 563 9661
MIN	0389	7/29/2005	Mike Campbell	3605 Saddle Brooke Trail	Sun Prairie	WI	53590	608 825 9954
PAD	06610	9/29/2006	Bruce Thaler	116 Union Ave	Altoona	DEPA	16602	814 949-2767
PAD	04730	12/16/2005	Scott AndersenBruce Thaler	101 Citation Court116 Union Ave	BearAltoona	DEPA	19701	302814-838949-
FLA	0880	8/11/2014	Daniel Schwob		Miami	FL		
FLA	0881	9/12/2014	Ramon Casanova		Miami	FL		414 014-3311
FLAPAD	06780	11/14/2006	Keith HarrisonBruce Thaler	4001 Arrow116 Union Ave	SarasotaAltoona	FLPA	34232	941814-323949-
FLA	0407	9/16/2005	David Bennett	11125 Marina Bay Rd	Wellington	FL	33467	561 793-1353
FLA	0737	3/27/2007	Francisco Garrido			FL		267-275-2101
HAW	0773	7/31/2007	Robert McKinney	1405 Hahia St	Wailuku	HI	96793	808-283-1858
NTX	06440	8/11/2006	Todd ClausenStan Corley	2702 Cedar Heights Dr8029 NW 114th	Cedar	IAOK	50613	319405-266722-
NTX	07660	7/11/2007	Shawn JerrettStan Corley	10506 Borah Rd8029 NW 114th St	LancasterOklahoma	IAOK	53813	608405-778722-
NTX	0526	2/22/2006	Tim Reed	3301 Spinning Wheel Ct	Muscotine	IA	52671	563-264-1518
MIN	0132	7/26/2004	Doug McLennan	1040 N Winchester Ave Apt 2R	Chicago	IL	60622	312-282-0304
MIN	0529	2/22/2006	Dominica Neal	575 W Madison #4507	Chicago	IL	60661	312-902-2851
MIN	0689	11/8/2006	Chris Gallagher	931 W VanBuren	Chicago	IL	60607	312-399-5299
MIN	0754	6/8/2007	Ronald Francisco	1010 Salim Place	Lemont	IL	60439	630-243-1144
MINPNW	05690	4/12/2006	Joseph StadlerMichelle Potter	9197 Alamo9243 SE Main St	BlainePortland	MNOR	55449	763502-783235
NTX	07630	7/10/2007	Jim KennedyDal Lindstrom	299 Glyn Cagney Rd319 Fieldstone	BallwinValley Center	MO TX	63021	314316-574755
NTX	0764	7/10/2007	Jim Kennedy	299 Glyn Cagney Rd	Ballwin	MO	63021	314-574-4305
NTX	0463	11/30/2005	Scott Hertzke	1555 E 646 Rd	Bolivar	MO	65613	417 777 6366
NTX	0464	11/30/2005	Scott Hertzke	1555 E 646 Rd	Bolivar	MO	65613	417-777-6366
NTXPAD	05520	3/27/2006	Jay SowashScott Andersen	101 Ellerman Ridge DrCitation Court	ForistellBear	MODE	63348	636302-447838-
NTXNCC	02920	3/14/2005	Susan AbbottKrishna	7423 Hickory St20810 Arbeleche Ln	Kansas CitySaratoga	MOCA	64118	816408-468872-
NCC	0484	1/12/2006	Krishna Katikaneni	20810 Arbeleche Ln	Saratoga	CA	95070	408-872 1188
NTXNWJ	02930	3/14/2005	Susan AbbottKathleen Pettitt	7423 Hickory5 Alanon St	Kansas	MO NJ	64118	816973-468887-

NTX	0520	2/22/2006	Rick Johnson	1691 Frontenac Woods Ln	St Louis	MO	63131	314-616-3685
PAD	0525	2/15/2006	Gerald Stricker	35 Old Rockingham Rd	Salem	PA	03079	603-893 1697
NTX	03840	7/21/20052	Debra Pickrel Tim Reed	2462 E 13th Ave 3301 Spinning Wheel Ct	Columbus Muscataine	NEIA	68601	402-563-9661 264-
MIN	0529	2/22/2006	Domineca Neal	575 W Madison #4507	Chicago	IL	60661	312 902-2851
MDA	0540	3/7/2006	Nathan Evans	4908 B Lauderdale Ave	Virginia Beach	VA	23455	757-363 7505
NTX	0552	3/27/2006	Jay Sowash	101 Ellerman Ridge Dr	Foristell	MO	63348	636 447-6699
NWJ	0554	3/30/2006	Tim Carter	118 Independence Trl	Totowa	NJ	07521	201-921-5298
NWJ	0558	3/30/2006	Tim Carter	118 Independence Trl	Totowa	NJ	07521	201-921-5298
NWJ	0559	3/30/2006	Tim Carter	118 Independence Trl	Totowa	NJ	07521	201-921 5298
NWJ/PAD	08610	8/19/20084	Dominick Cicalese Gayle	10190 E Honey Mesquite Dr 2342	Tucson Sewickley	NJPA	85730	520412-465 741-
NWJ/MIN	04970	1/31/20064	Kathleen Pettit Joseph Stadler	5 Alamon 9197 Alamo St	Whippany Blaine	NJMN	07981	973763-887 783-
NWJ	0185	10/22/2004	Christine Tashjian			NJ		201-261-3131
NYS	0333	4/19/2005	Glen Friedman	157 E 18th St Apt 2H	New York	NY	10003	917-566-6852
NYC	0845	11/30/2009	Gerry Moultry	50 Mayhew Dr	South Orange	NY	07079	973-327-4086
NYC	0846	11/30/2009	Gerry Moultry	50 Mayhew Dr	South Orange	NY	07079	973-327-4086
NYS	0323	4/12/2005	Bill Paolini			NY		718-380-6803
NYS	0324	4/13/2005	Phil Caputo			NY		631-476-4104
NYS	0325	4/13/2005	Phil Caputo			NY		631-476-4104
NYS	0326	4/13/2005	Phil Caputo			NY		631-476-4104

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Unit Franchise Agreements Signed, but Units Not Yet Open

As of December 31 2015

NTX/Master Code	0421Store Number	9/14/2005Date Store	Stan CorleyPrimary Contact	8029 NW 114th StAddress	Oklahoma City	OKState	73162	405-722-
NTX	0423	9/14/2005	Stan Corley	8029 NW 114th St	Oklahoma City	OK	73162	405-722-8913
NTX	0744	4/11/2007	James Turley	4000 N Sara Rd	Yukon	OK	73099	405-354-7884
NTX	0315	4/11/2005	Jane Porter			OK		918-251-5096
PNW	0438	10/14/2005	Michelle Potter	9243 SE Main St	Portland	OR	97214	502-235-7566
PAD	03970	8/18/20054	Bruce Thaler Thomas Gorman	116319 W Union Ave St	Altoona West	PA	16602	814484-949 716-
PAD	03980	8/18/20054	Bruce Thaler Thomas Gorman	116319 W Union Ave St	Altoona West	PA	16602	814484-949 716-
PAD/NTX	03990	8/18/20055	Bruce Thaler Matt Tilley	116 Union Ave 2109 Canterbury Dr	Altoona Ft Worth	PATX	16602	814817-949 738-
PAD	0607	5/31/2006	Tom Landis	192 Hillside Dr	East Berlin	PA	17316	717 637-1311
PAD	0608	5/31/2006	Tom Landis	192 Hillside Dr	East Berlin	PA	17316	717-637-1311
PAD	<u>0610</u>	<u>5/31/2006</u>	<u>Karen Mazurek</u>	<u>811 Shenandoah Ln</u>	<u>York</u>	<u>PA</u>	<u>17404</u>	<u>717-764 9201</u>
PAD	0616	6/28/2006	Rajat Agarwal	120 Sandstone Dr	Hollidaysburg	PA	16648	814-695-8016
PAD/NTX	07280	2/28/20078	Michael Szwast Todd Clausen	318 Rumford Rd 2702 Cedar Heights Dr	Lititz Cedar Falls	PA/IA	17543	717319-569 266-
PAD/RMT	05250	2/15/20068	Gerald StrickerKelly	35 Old Rockingham Rd5801 Stone	SalemSalt Lake City	PA/UT	03079	603208-893351-
PAD	05620	4/11/20069	Gayle SauerBruce Thaler	2342 Fairhill Rd116 Union Ave	SewickleyAltoona	PA/DE	15143	412814-741949-
PAD/FLA	05760	4/13/20061	Thomas Gorman IIIKeith	319 W Union St4001 Arrow Ave	West	PA/FL	19382	484941-716323-
PAD/MIN	05770	4/13/20061	Thomas Gorman IIIRandall	319 W Union St4519 City Rd EH	West	PA/WI	19382	484920-716565-
PAD/MIN	06100	5/31/20061	Karen MazurekChris	811 Shenandoah Ln931 W VanBuren	YorkChicago	PA/IL	17404	717312-764399-
PTR	0843	11/24/2006	Anibal Roldan-Rodriguez	K28 Calle10 Rub Bonneville	Gardens-Cagus	PR	00725	011/787-608-

								7676
SCR	0055	3/17/2005	Joe Medlin	535 Crimson Rose Run	Wessterville	SC	43081	864-286-6300
NTX	0709	12/29/2006	Robert McMichael	PO Box 1300	Farmington	TX	72730	479-267-1775
NTXNCA	06020	5/25/2006	Matt TilleyEdris Niakian	2109 Canterbury Dr2998 W Sugar Hill	Ft WorthDublin	TXCA	76107	817925-738361-
PAD	0728	2/28/2007	Michael Szwast	318 Rumford Rd	Litiz	PA	17543	717-569-6497
FLA	0737	3/27/2007	Francisco Garrido			FL		267 275 2101
NTX	0740	4/10/2007	Peter Stuerman	32446 Green Ave	Sioux City	TX	51108	712-239-6113
NTX	04580	11/22/2005	Dal LindstromJames Turley	319 Fieldstone4000 N Sara Rd	Valley CenterYukon	TXOK	67147	316405-755354-
MIN	0754	6/8/2007	Ronald Frnacisco	1010 Salim Place	Lemont	IL	60439	630-243 1144
NTX	0763	7/10/2007	Jim Kennedy	299 Glyn Cagny Rd	Ballwin	MO	63021	314-574 4305
NTX	0764	7/10/2007	Jim Kennedy	299 Glyn Cagny Rd	Ballwin	MO	63021	314-574 4305
NTX	0766	7/11/2007	Shawn Jerrett	10506 Borah Rd	Lancaster	IA	53813	608-778-6165
HAW	0773	7/31/2007	Robert McKinney	1405 Hiahia St	Wailuku	HI	96793	808 283 1858
RMT	04020	8/29/2005	Jennifer SchaeferJames	13034 S Mountain Crest Circle368	DraperSheridan	UTWY	84020	801307-352675-
RMT	0791	12/7/2007	Walt Van Bibber	25704 Shiloh Circle	Conifer	CO	80433	303 838-7040
RMT	0802	3/13/2008	Darin Hoki	1061 Nayon Drive #L	Layton	UT	84040	801-682-8237
RMTAMT	06490	8/17/2006	Kelly ThompsonRick Baker	5801 Stone Flower Way7713 Clayton	Salt Lake	UTAL	84118	208205-351680-
NWJ	0816	8/19/2008	Dominick Cicalese	10190 E Honey Mesquite Dr	Tucson	NJ	85730	520-465-9562
CNY	0824	11/4/2008	Frank P Lyons	252 Oronoque RD	Milford	CT	06461	203-640 7761
AZN	0838	8/26/2009	Randy Weisman	652 E Torrey PinesPL	Chandler	AZ	85249	480-248-8707
PTR	0843	11/24/2006	Anibal Roldan Rodriguez	K28 Calle10 Rub Bonneville	Gardens Cagus	PR	00725	011/787-608-7676
NYC	0845	11/30/2009	Gerry Moultry	50 Mayhew Dr	South Orange	NY	07079	973 327 4086
MDANYC	06400	3/7/2006	Nathan EvansGerry Moultry	4908 B Lauderdale Ave50 Mayhew Dr	Virginia	VANY	23455	757973-363327-
AMT	0862	3/31/2011	Brad Collins			AL		205-532-0611
MDA	0873	5/21/2012	Bruce Barnett			VA		804-357 0237
MINFLA	03060	3/31/2005	Sam AdamsDaniel Schwob	2919 Mall Dr suite A	Eau ClaireMiami	WIFL	54701	715 839 9733
MINFLA	06800	10/27/2006	Randall JohnsonRamon	W4519 City Rd EH	Elkhart LakeMiami	WIFL	53020	920414-565 014-
MINCNY	03890	7/29/2005	Mike CampbellFran Siconolfi	3605 Saddle Brooke Trail	Sun Prairie	WI	53590	608-825 9954
RMTMD	07840	10/12/2007	Jennifer JamesJacque Minton	368 Burkitt St	Sheridan	WY	82801	307-675 8032
NWJ	0290	3/4/2005	Arelis Reyes					
AZN	0321	04/07/2005	Cruz Silva					

EXHIBIT F
STATE DISCLOSURE AND AGREEMENT ADDENDA

[STATE DISCLOSURE DOCUMENT ADDENDA]

California Disclosure Document Addendum

In recognition of the requirements of the California Franchise Investment Law, Cal Corp Code §§ 31000-31516, and the California Franchise Relations Act, Cal Bus & Prof Code §§ 20000-20043, the Franchise Disclosure Document in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following

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 CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE

3 YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE CALIFORNIA CORPORATIONS CODE § 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§ 31000 THROUGH 31516) BUSINESS AND PROFESSIONS CODE § 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§ 20000 THROUGH 20043)

4 CWNA's website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov

4.5 In Item 3, "Litigation," shall be amended by the addition of the following paragraphs

Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere

Neither we, nor any person identified in Item 2 above, 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, 15 U.S.C. § 78a, *et seq.*) suspending or expelling such person from membership in such association or exchange

5- ~~Item 5 entitled Initial Fees is amended to add the following initial paragraph: As required by the California Department of Business Oversight, Ink Southwest LLC has agreed to defer the collection of all initial fees in California until Ink Southwest has performed all of its pre-opening obligations to you. Therefore, you would instead pay each Initial Franchise Fee to Ink Southwest LLC as and when each Unit Franchise opens. However, you would still be required to enter into a Franchise Agreement in order to be granted any franchise(s). In the future, should this fee deferral requirement be lifted by the California Department of Business Oversight, the collection of fees from you would occur as and when described in Item 5.~~

6 Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item

The following notice is required to be inserted in this Disclosure Document by the State of California whenever an applicable provision is included in a Unit Franchise Agreement We reserve the right to attempt to enforce all of the provisions listed below in which we indicate that 'this provision may not be enforceable under California law'

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination transfer or non-renewal of a franchise. If the Unit Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Unit Franchise Agreement provides for termination upon your bankruptcy. ~~This provision~~ These provisions may not be enforceable under federal bankruptcy law- (11 U.S.C.A. Sec 101, et seq.).

The Unit Franchise Agreement contains a covenant not to compete which extends beyond the termination of the Unit Franchise. This provision may not be enforceable under California law.

The Unit Franchise Agreement requires application of the laws of Arizona. This provision may not be enforceable under California law.

67 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 California Franchise Investment Law, Cal. Corp. Code §§ 31000 - 31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 2000 - 20043, are met independently without reference to this Addendum to the Disclosure Document.

~~7- OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dboc.ca.gov.~~

Illinois Disclosure Document Addendum

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987 (as amended), Ill Comp Stat §§ 705/1 to 705/44, the Franchise Disclosure Document for use in the State of Illinois shall be amended as follows

1 The 'Summary' columns of Items 17(c), (i) and (m) are amended by adding the following language

Section 41 of the current Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to require you to waive compliance with the Illinois Act or any other Illinois law is void. However, you can enter into a settlement agreement, execute a general release of a potential or actual lawsuit, and arbitrate any claim.

+2 The "Summary" column of Item 17(v), entitled Choice of Forum, is amended by adding the following language

However, any provision in the Unit Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under Section 4 of the current Illinois Franchise Disclosure Act

23 The "Summary" column of Item 17(w), entitled Choice of Law, is amended by adding the following language

However, except for federal law, Illinois law applies if the jurisdiction requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met

34 Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this Addendum

New York Disclosure Document Addendum

ADDITIONAL STATE COVER PAGE RISK FACTORS

INFORMATION COMPARING FRANCHISORS IS AVAILABLE CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT C OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271

THE MASTER FRANCHISEE MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS HOWEVER, THE MASTER FRANCHISEE 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

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N Y Comp Code R & Regs tit 13, §§ 200.1 through 201.6), the Franchise Disclosure Document for [MASTER FRANCHISEE] for use in the State of New York shall be amended as follows

1 Item 3, "Litigation," shall be deleted in its entirety, and the following Item 3 shall be substituted in lieu thereof

Except as disclosed in 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 an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations

Except as disclosed in 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 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 or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations

Except as disclosed in 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, is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from 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

2 Item 4, "Bankruptcy" shall be deleted in its entirety, and the following Item 4 shall be substituted in lieu thereof

Neither we, nor our predecessor or affiliate, nor any of our or their officers or general partners, during the 10-year period immediately before the date of the Disclosure Document (a) filed as debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code, (b) obtained a discharge of its debts under the bankruptcy code, or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U S Bankruptcy Code or that obtained a discharge of its debts under the U S Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership

3 Item 17, 'Renewal The Summary' column of Item 17(d) entitled 'Termination, Transfer and Dispute Resolution' shall be by you" is amended by deleting the indicated rows and adding the following shall be substituted in lieu thereof language

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SUMMARY
d Termination by you	Not Applicable	Under the New York General Business Law, you may terminate the Unit Franchise Agreement upon any grounds available by law
j Assignment of contract by us	14-1	Fully assignable by us No assignment will be made except to an assignee that in our judgment, is willing and able to assume our obligations under the Unit Franchise Agreement
w Choice of law	19-3	The law of [MASTER FRANCHISEE MUST INSERT APPLICABLE LAW FROM EXHIBIT A TO FRANCHISE AGREEMENT HERE] The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by the General Business Law of the State of New York Article 33

Under the New York General Business Law you may terminate the Unit Franchise Agreement upon any grounds available by law

4 The 'Summary' column of Item 17(j) entitled 'Assignment of contract by us' is amended by the adding the following language

Fully assignable by us No assignment will be made except to an assignee that in our judgment, is willing and able to assume our obligations under the Unit Franchise Agreement

5 The 'Summary' column of Item 17(w) entitled 'Choice of laws' is amended by adding the following language

The law of [MASTER FRANCHISEE MUST INSERT APPLICABLE LAW FROM EXHIBIT A TO FRANCHISE AGREEMENT HERE] The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by the General Business Law of the State of New York, Article 33

46 There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurs outside the State of New York However, an offer or sale is deemed made in New York if the

Franchisee is domiciled in or the Franchise will be opened in New York We are required to furnish a New York prospectus to every prospective franchisee that is protected under the New York General Business Law, Article 33

Washington Disclosure Document Addendum

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash Rev Code §§ 19 100 180, the Franchise Disclosure Document in connection with the offer and sale of franchises for use in the State of Washington is amended to include the following

1 Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following paragraphs at the conclusion of the Item

Washington law, RCW 19 100 180, may supersede the Unit Franchise Agreement in your relationship with us including the areas of termination and renewal of your Franchise There may also be court decisions which may supersede the Unit Franchise Agreement in your relationship with us, including the areas of termination and renewal of your Unit Franchise

In any arbitration involving a Franchise purchased in Washington, the arbitration site will be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW, will prevail

A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act (the "Act"), except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable

Transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer

2 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 Washington Franchise Investment Protection Act, Wash Rev Code §§ 19 100 180, are met independently without reference to this Addendum to the Disclosure Document

[STATE AMENDMENTS TO UNIT FRANCHISE AGREEMENT]

Illinois Unit Franchise Agreement Amendment

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill Comp Stat §§ 705/1 to 705/44, the parties to the attached Unit Franchise Agreement (the "Agreement") agree as follows

1 Section 2 of the Agreement, under the heading "Grant," shall be supplemented by the addition of the following new Section 2.3, which shall be considered an integral part of the Agreement

If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act ~~(the 'Illinois Act')~~, the provisions of the Illinois Act shall apply. If ~~Franchisor refuses~~ we refuse to renew this Agreement, ~~Franchisor~~ we shall compensate ~~Franchisee~~ you if (and to the extent) such compensation is required under Section 20 of the Illinois ~~Franchise Disclosure Act~~

2 Section 16 of the Agreement, under the heading "Termination of the Franchise," shall be supplemented by the addition of the following new Section 16.12, which shall be considered an integral part of the Agreement

If any of the provisions of this Section concerning termination are inconsistent with Section 19 of the Illinois ~~Franchise Disclosure Act~~, then ~~said the~~ the Illinois law Act shall apply

3 Section 19.3 of the Agreement, under the heading "Governing Law" shall be deleted in its entirety, and shall have no force or effect, and the following new Section 19.3 shall be substituted in lieu thereof

This Agreement takes effect upon its acceptance and execution by Master Franchisee, and shall be interpreted and construed exclusively under the laws of the State of Illinois (without regard to, and without giving effect to, the application of Illinois conflict-of-laws rules). Nothing in this Section 19.3 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Illinois to which it would not otherwise be subject

4 Section 19.5 of the Agreement, under the heading "Venue" shall be deleted in its entirety, and shall have no force or effect, and the following new Section 19.5 shall be substituted in lieu thereof

The parties agree that any legal action brought by either party under this Agreement shall be brought within the judicial district in which Master Franchisee has its principal place of business at the time the action or proceeding is initiated, except with respect to claims arising under the Illinois ~~Franchise Disclosure Act~~

5 Section 19 of the Agreement, under the heading "Governing Law" shall be supplemented by the addition of the following new Section 19.11, which shall be considered an integral part of the Agreement

Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois ~~Franchise Disclosure Act~~ or any other Illinois law (as long as the jurisdictional requirements of the Illinois ~~Franchise Disclosure Act~~ are met)

6 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Amendment

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Illinois Amendment to the Unit Franchise Agreement on the same date as the Unit Franchise Agreement was executed

Master Franchisee

Franchisee

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address for Notices

Address for Notices

Telephone _____

Telephone _____

Fax _____

Fax _____

Attn _____

Attn _____

Maryland Unit Franchise Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (the 'Maryland Law'), the parties to the attached Unit Franchise Agreement (the "Agreement") agree as follows

1 Section 15 3(G) of the Agreement, under the heading "Conditions to the Award of a Renewal," shall be amended by the addition of the following language

The General Release required as a condition of renewal shall not apply to any liability under the Maryland ~~Franchise Registration and Disclosure Law~~

2 Section 14 3(A)(10) of the Agreement shall be amended by the addition of the following language

The General Release required as a condition of assignment/transfer shall not apply to any liability under the Maryland ~~Franchise Registration and Disclosure Law~~

3 Section 19 of the Agreement ~~shall be amended~~ under the heading 'Governing Law and Dispute Resolution,' shall be supplemented by the addition of the following language new Section 19 11 which shall be considered an integral part of the Agreement and will supersede any inconsistent provisions of the Agreement

19 11 Claims under Maryland Law A Maryland franchisee may bring a lawsuit ~~in Maryland~~ for claims arising under the Maryland ~~Franchise Registration and Disclosure Law~~

~~in the State of Maryland~~ Any claims arising under the Maryland ~~Franchise Registration and Disclosure Law~~ must be brought within three (3) years after the grant of the Franchise

4 Section 23 of the Agreement, under the heading "Miscellaneous," shall be supplemented by the addition of the following new Sections 23 16 and 23 17, which shall be considered an integral part of the Agreement

23 16 **No Waiver** The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland ~~Franchise Registration and Disclosure Law~~

23 17 **Spousal Consent** To the extent that a Spousal Consent is required to be signed under this Agreement, all representations requiring your spouse to assent to a release, estoppel or waiver of 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~~

5 Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland Amendment to the Unit Franchise Agreement on the same date as the Unit Franchise Agreement was executed

Master Franchisee

Franchisee

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address for Notices

Address for Notices

Telephone _____

Telephone _____

Fax _____

Fax _____

Attn _____

Attn _____

Minnesota Unit Franchise Agreement Amendment

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 parties to the attached Unit Franchise Agreement (the "Agreement") agree as follows

1 Section 15 3(G) of the Agreement, under the heading "Conditions to the Award of Renewal," shall be deleted in its entirety and shall have no force or effect, and the following new Section 15 3(G) shall be inserted in lieu thereof

You (and each owner and/or Affiliate of yours) must have executed a General Release, except for any claims exclusively related to the renewal franchise (where expressly so required by applicable law), excluding only such claims as you may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce

2 Section 15 of the Agreement, under the heading "Conditions to the Award of Renewal," shall be supplemented by the addition of the following new Section 15 4

15 4 **Minnesota Law** Minnesota law provides franchisees with certain non-renewal rights In sum, Minn Stat § 80C 14 (subd 4) currently requires, except in certain specified cases, that a franchisee be given 180 days notice of non-renewal of the Unit Franchise Agreement

3 Section 6 of the Agreement, under the heading "Proprietary Marks," shall be amended by the addition of the following new Section 6 5

6 5 **Minnesota Law** Pursuant to Minnesota Stat Sec 80C 12, Subd 1(g), Master Franchisee/Cartridge World is required to protect any rights ~~Franchisee~~you may have to use the Marks

4 Section 14 3(A)(10) of the Agreement, under the heading "Transferability of Interest," shall be deleted in its entirety and shall have no force or effect, and the following new Section 14 3(A)(10) shall be inserted in lieu thereof

You and each of your owners and/or Affiliates, and the transferee (and each owner and/or Affiliate of the transferee), must sign a General Release, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce

5 Section 14 the Agreement, under the heading "Transfer," shall be supplemented by the addition of the following new Section 14 13

14 13 **Minnesota Law** Minnesota law provides franchisees with certain transfer rights Minn Stat § 80C 14 (subd 5) currently requires that our consent to the transfer of the Unit Franchise may not be unreasonably withheld

6 Section 16 of the Agreement, under the heading "Termination of Franchise," shall be supplemented by the addition of the following new Section 16 12

16 12 **Minnesota Law** Minnesota law provides franchisees with certain termination rights Minn Stat § 80C 14 (subd 3) requires, except in certain specified cases, that you be given 90 days prior notice of termination (with 60 days to cure) of the Unit Franchise Agreement

7 Section 19 of the Agreement, under the heading "Governing Law" shall be supplemented by the following new Section 19 11, which shall be considered an integral part of the Agreement

19 11 **Minnesota Law** Minn Stat § 80C 21 and Minn Rule 2860 4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or the 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

8 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 Commissioner of Commerce are met independently without reference to this Addendum to the Agreement

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota Amendment to the Unit Franchise Agreement on the same date as the Unit Franchise Agreement was executed

Master Franchisee

Franchisee

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address for Notices

Address for Notices

Telephone _____

Telephone _____

Fax _____

Fax _____

Attn _____

Attn _____

EXHIBIT J

RECEIPTS

RECEIPTS

(To be retained by Franchisee)

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

If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the Master Franchisee or an affiliate in connection with the proposed franchise sale.

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 relationship.

Michigan requires 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and your state agency.

The Master Franchisee is Ink Southwest, LLC, located at 4411 ~~4441~~ S Rural Road, Suite #201, Tempe, AZ 85282. Its telephone number is (480) 755-0744.

The name, principal business address, and telephone number of each franchise seller is as follows:
Jeff Sayas, 4411 S Rural Road, Suite #201, Tempe, AZ 85282 (480) 755-0744

Name	Name
Address	Address
Address	Address
Phone	Phone

~~Issuance Date August 20, 2015~~

Issuance Date July 18, 2016 We authorize the agents listed in Exhibit C and/or Exhibit F to receive service of process for us.

I have received a Disclosure Document dated _____, that ~~included~~includes the following Exhibits and other Attachments:

- | | |
|--|--|
| A-1 Unit Franchise Agreement | D-3 Former Unit Franchisees |
| A-2 Multi-Unit Agreement | D- 34 Unit Franchise Agreements Signed But Units Not Yet Open |
| A-3 Spousal/Domestic Partner Consent | D-4 Franchisee Associations |
| A-4 Automatic Bank Draft – Authorization Form | E Operations Manual Table of Contents |
| B Financial Statements | F State Disclosure and Agreement Addenda |
| C State Administrators and Agents for Service of Process | G Statement of Prospective Franchisee |
| D-1 Current Unit/Former Master Franchisees | H Sample General Release |
| D-2 Former <u>Current</u> Unit Franchisees | I Receipt of Unit Franchise Agreement and Exhibits |
| | J Receipts (2 copies) |

Date Received

Prospective Franchisee

Name (please print)

RECEIPT

(To be signed, dated, and sent to Master Franchisee)

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

If we offer you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the Master Franchisee or an affiliate in connection with the proposed franchise sale.

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 relationship.

Michigan requires 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D C 20580 and your state agency.

The Master Franchisee is Ink Southwest, LLC, located at 4411 ~~4441~~ S Rural Road, Suite #201, Tempe, AZ 85282. Its telephone number is (480) 755-0744.

The name, principal business address, and telephone number of each franchise seller is as follows:

Name	Name
Address	Address
Phone	Phone

Issuance Date ~~August 20, 2015~~ July 18, 2016

We authorize the agents listed in Exhibit C and/or Exhibit F to receive service of process for us.

I have received a Disclosure Document dated _____, that ~~included~~ includes the following Exhibits and other Attachments:

- | | |
|--|--|
| A-1 Unit Franchise Agreement | D-3 Former Unit Franchisees |
| A-2 Multi-Unit Agreement | D-34 Unit Franchise Agreements Signed But Units Not Yet Open |
| A-3 Spousal/Domestic Partner Consent | D-4 Franchisee Associations |
| A-4 Automatic Bank Draft – Authorization Form | E Operations Manual Table of Contents |
| B Financial Statements | F State Disclosure and Agreement Addenda |
| C State Administrators and Agents for Service of Process | G Statement of Prospective Franchisee |
| D-1 Current Unit <u>Former</u> Master Franchisees | H Sample General Release |
| D-2 Former <u>Current</u> Unit Franchisees | I Receipt of Unit Franchise Agreement and Exhibits |
| | J Receipts (2 copies) |

Date Received

Prospective Franchisee

Name (please print)

Address