MESSAGE TO MASTER FRANCHISEES

This document is NOT an offer of a franchise. Cartridge World Master Franchisees will market and award Unit Franchises in their own Master Franchise Territories.

This document is intended only to be a 'model' Unit Franchise Disclosure Document ("Unit FDD") and is being delivered to Master Franchisees for the purpose of enabling them to develop their own Unit FDDs.

MASTER FRANCHISEES ARE NOT PERMITTED TO MODIFY THE TEXT OF THIS MODEL UNIT FDD WITHOUT CWNA'S PRIOR WRITTEN CONSENT. COMPLETE ONLY THE TEXT SPECIFIC TO YOUR MASTER OPERATION, UNLESS YOU HAVE OBTAINED OUR AUTHORIZATION FOR OTHER MODIFICATIONS. ALSO, YOUR FINAL UNIT FDD SHOULD BE SENT TO US FOR OUR APPROVAL AND FILING PRIOR TO ITS USE. The Cartridge World North America LLC Master FDD includes as an exhibit the current form Unit Franchise Agreement. This model Unit FDD is based upon this current form Unit Franchise Agreement.

WE HAVE HIGHLIGHTED AND NOTED IN VARIOUS PLACES THROUGHOUT THIS DOCUMENT INFORMATION THAT REQUIRES YOUR PARTICULAR CONSIDERATION. HOWEVER, YOU SHOULD CAREFULLY REVIEW ALL THE INFORMATION PRESENTED, AS YOU ARE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE DISCLOSURE DOCUMENTS TO BE USED IN YOUR TERRITORY. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT ALL FRANCHISE REGISTRATION, DISCLOSURE AND OTHER LEGAL OBLIGATIONS ARE COMPLIED WITH IN CONNECTION WITH THE OFFER AND AWARD OF UNIT FRANCHISES IN YOUR TERRITORY. THIS MODEL UNIT FDD IS NOT TO BE DELIVERED BY YOU TO ANY PERSONS/ENTITIES, AND YOU ARE EXPRESSLY PRECLUDED FROM DOING SO. YOU ARE AUTHORIZED TO USE THIS DOCUMENT ONLY IN CONNECTION WITH YOUR DEVELOPMENT OF THE UNIT FDD FOR USE IN YOUR TERRITORY.

FRANCHISE DISCLOSURE DOCUMENT

Cartridge World North America, a
Nevada Limited Liability Corporation
3917 Mercy Drive
McHenry, Illinois 60050
(815) 321-4406
www.cartridgeworld.com
www.cartridgeworld.com/home/contactus

You will operate a franchised Cartridge World® business (a "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 traditional business ("Retail Service Store") or a executive office ("Executive Office Model") Unit Franchise is from $__36,900___ to $__136,000_____. This includes an Initial Franchise Fee of $18,500 and a Training Fee of $8,000 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 $55,400_ to $_154,500_____. This includes an Initial Franchise Fee of $18,500 that must be paid to us. **[Note to Master Franchisee: You are solely responsible for ensuring that the fee/cost information in this paragraph accurately reflects the fees/costs in your Master Franchise Territory.]**

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 ~~_____~~Tina Ricchio at _tricchio@cartridgeworld.com or (_815__) 321-4406~~_____~~. **[Note to Master Franchisee: If you intend to distribute the Unit FDD electronically, please insert the contact details for the person that a prospective franchisee may contact to obtain paper copies of the Unit FDD.]**

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: March 27th, 2019~~8~~

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 FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION OR LITIGATION ONLY IN ILLINOIS 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 ILLINOIS THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT ILLINOIS 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. 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.

4. 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.

EFFECTIVE DATES

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

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates: **[Note to Master Franchisee: Please fill in as appropriate. Inapplicable states may be deleted.]**

STATES	EFFECTIVE DATE
California	Did not register 2018
Hawaii	Did not register 2018~~May 29th, 2017~~
Illinois	August 8th, 2018 ~~September 14th, 2017~~
Indiana	Did not register 2018
Maryland	Did not register 2018
Michigan	Did not register 2018
Minnesota	~~December 14th, 2017~~June 8th, 2018
New York	Did not register
North Dakota	~~September 15th, 2017~~May 25th, 2018
Rhode Island	
South Dakota	~~September 5th, 2017~~ Did not register 2018
Virginia	Did not register 2018
Washington	
Wisconsin	May 23rd, 2018 ~~September 1st, 2017~~

This Franchise Disclosure Document is exempt from the following states having business opportunities laws, with the following effective dates: **[Note to Master Franchisee: Please fill in as appropriate. Inapplicable states may be deleted.]**

STATES	EFFECTIVE DATE
Florida	
Kentucky (one-time filing)	
Nebraska (one-time filing)	
Texas (one-time filing)	
Utah	June 14th, 2018

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of March 27th 2019~~8~~.

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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 Cartridge World North America, LLC (CWNA) "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 "Unit Franchisee".)

We were incorporated in the state of Nevada, in June 2002, and began offering Unit Franchises for the first time in any state in 2002. Our principal place of business is 3917 Mercy Drive, McHenry, Illinois 60050. Cartridge World Australia Pty Ltd. (CWA) has licensed CWNA the right to operate franchised businesses using the Marks and the MF System and UF System for the establishment and operation of Master and Unit Franchises in the United States and has the right upon termination of that license to assign any Master Franchise Agreements and any Unit Franchise Agreements CWNA holds, from CWNA to a third party specified by CWA. 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. **[Note to Master Franchisee: Please fill in the blanks. Let us know if the above description is not accurate as applied to you.]**

Parents, Predecessors and Affiliates

Master Franchisee

[Note to Master Franchisee: You should disclose:

1. The name and principal business address of any parents, any affiliates that offer franchises in any line of business or provide products or services to the franchisees, and any predecessors during the 10-year period before the close of the last fiscal year; and

2. Whether any of the affiliates and predecessors disclosed above has operated or franchised any Unit Franchises, and whether each has offered franchises in other lines of business.]

CARTRIDGE WORLD CORPORATE STRUCTURE

Cartridge World Australia Pty Ltd (CWA)

CWA with its registered office at Level 6, 447 Kent Street, Sydney 2000 Australia owns the Cartridge World® Trade Marks (the "Marks") and the Cartridge World Master Franchise business system (the 'MF System") and the Cartridge World Unit Franchise business system (the "UF System") in Australia, the United States and many countries across the world.

CWA was a wholly-owned subsidiary of an Australian company, Cartridge World Group Holdings Pty Ltd (CWGH) 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. CWA 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 CWA was acquired by Cartridge World Global Holding Co. Ltd (CW Global) in May 2015.

As of December 2018, CWA had 20 Master Franchise Territories and two area development territory which cover a number of regions and countries outside the United States, including Europe (9), Australia and New Zealand (4) and Asia/Middle East/ Africa (7). As at December 2018 there were 14 United States Master Franchisees licensed to use the Cartridge World Marks and MF System and 23 United States Master Franchise Territories.

Cartridge World North America LLC (CWNA)

CWNA is a wholly-owned subsidiary of Cartridge World International, Inc. ("CW International"), a Delaware corporation formed in June 2002 with its principal place of business at 3917 Mercy Drive, McHenry, Illinois 60050.

CWA has licensed CWNA the right to operate franchised businesses using the Marks and the MF System and UF System for the establishment and operation of Master and Unit Franchises in the United States and has the right upon termination of that license to assign any Master Franchise Agreements and any Unit Franchise Agreements CWNA holds, from CWNA to a third party specified by CWA.

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 American headquarters for its operations. CWNA conducted business under its corporate name and under the Marks. In 2018 CWNA acquired Master Franchises for the states of Hawaii, Illinois, Minnesota, North Dakota, South Dakota, Wisconsin, Wyoming, Montana, Colorado, and Utah in North America. CWNA also owns Unit Franchises in Direct Franchising Areas and has the right to own and operate them in areas in the United States where no Master Franchise operates (see below in this Item and Item 20).

CWNA began offering Master Franchises for Unit Franchises in late 2002. The first Master Franchisee began offering Unit Franchises in the United States in February 2003. Master Franchisees enter into Unit Franchise Agreements directly with Unit Franchisees to own and operate Unit Franchises. The Unit

Franchise Agreements for Unit Franchises in Territories where it has not granted Master Franchises are with a Master Franchisee, not with CWNA. Master Franchisees may not offer Unit Franchises in any franchise registration State until such time as they have complied with the Franchising and Business laws relating to the offering and sale of franchises in that State.

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"). As of August 2017, the Direct Franchising Area also includes the states of Illinois, Minnesota, North Dakota, South Dakota, Wisconsin, Montana, Wyoming, Utah, Colorado and Hawaii. CWNA had replaced former Master Franchisees which operated in those States and is now directly servicing Unit Franchises there. On March 1st, 2018 the Master Franchise Agreement was mutually terminated for the states of Arizona, Nevada and Imperial & San Diego counties in California and became the Direct Franchising Area for CWNA. In September 2018 the rights to the territories for the states of Arizona and Nevada were purchased by the Florida Master.

As of May 2018, CWNA began offering a new business model called the Executive Office Model, where franchisees do not operate from a fixed retail location. This Executive Office Model (EOM) allows franchisees the freedom to operate in an office environment, working directly with business customers. The Executive Office Model is a sale driven, business to business service model.

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 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.

Cartridge World International, Inc. (CW International)

CW International was a wholly-owned subsidiary of CWGH. In May 2015, the ownership of CW International was acquired by Cartridge World Global Holding Co. Limited ("CW Global").

Cartridge World Global Holding Co. Limited ("CW Global"),

CW Global is a Hong Kong company formed in May 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 Regency 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, CWA 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 or services to Unit Franchises or Master Franchisees in the United States but reserve the right to do so in the future.

As used in this Disclosure Document, "Cartridge World" refers to CWNA.

~~**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 Cartridge World 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 Regency 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 or 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 the System in 2002. Outside of the Americas, as of December 31, 2016, CW Australia had 22 master franchisee-owned Master Franchise Territories and one area development territory which cover a number of countries.~~

~~Cartridge World, Ltd. ("CW UK") is an affiliate of CWNA. CW UK is 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 UK has been a Master Franchisee of CW Australia for the United Kingdom, Cyprus, Malta, and the Channel Islands since 2000, and had 61 franchised Unit Franchises as of December 31, 2016.~~

~~Cartridge World France, SARL ("CW France") is an affiliate of CWNA. CW France is a French company with its registered address at Parc Mure, 128, Bis Avenue Jean Jaurès, 94200 Ivry sur Seine, France. CW France was owned by CW Australia (99.256%) and CWNA (.744%). However, 100% of the ownership of CW France was acquired by Cartridge World HQ (UK) Limited pursuant to a Sale and Purchase Agreement, dated November 11, 2016. CW France has been a Master Franchisee of CW Australia for France since 2004, and had 99 franchised and company-owned Unit Franchises as of December 31, 2016.~~

~~As used in this Disclosure Document, "Cartridge World" refers to CWNA and/or any or all of its parents, subsidiaries and affiliates, and "we," "us" and "our" may include CWNA, depending upon the context.~~

Franchise Offered

We offer, and award to applicants, the right to operate franchised businesses using Cartridge World's Marks and System for the establishment and operation of Unit Franchises. Please see Exhibit A-1 to this Disclosure Document for a copy of the current form of 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 System is characterized by certain trademarks and logos, operating systems, training and marketing concepts, the ~~Operations Manuals~~Guidance we provide, 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 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 (the "Products and Services") from street fronts, malls and other fixed retail and office 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. 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.

CWNA can also employ and/or allow others to use the 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 individuals to enter into a MUA, a current form of which is attached as Exhibit A-2 to this Disclosure Document, providing for the opening of multiple Unit Franchises.

Industry-Specific Regulations

There are no industry specific laws or regulations that apply only to 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 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 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 for the Products and Services 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

[TO BE COMPLETED BY MASTER FRANCHISEE BY INSERTING REQUIRED DESCRIPTIONS FOR ITS DIRECTORS, OFFICERS, FRANCHISE BROKERS (IF APPLICABLE) ETC.]

CWNA

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

Global Chief Executive Officer and Director — Rod Young

Rod Young has been the Global CEO for CW Global since October 2016. He held the same position with CW Holdings from July 2010 until July 2015. Mr. Young has been a Director of CWNA since March 2017. He was a Senior Board Advisor with CW Global from July 2015 until October 2016.

Chief Executive Officer, Global Chief Technical & Officer and Director — Mark Pinner

Mark Pinner has been CWNA's Chief Executive Officer and Global Chief Technical & Training Officer since October 2016. Mr. Pinner has been a Director of CWNA since March 2017. Before joining CWNA as its Chief Technology Officer in April 2009, Mark Pinner was the CEO of Clone UK Limited (Kent, England) from March 2006 until October 2008.

Global Vice President and Global Chief Operating Officer — Peter Lim

Peter Lim joined CW Global as its Global Chief Operating Officer based in Hong Kong in April 2016, and became its Global Vice President in October 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).

Finance Manager — Eric George

Eric George became CWNA's Finance Manager in February 2017. He joined CWNA in January 2012 as a Senior Accountant, a position he held until he was promoted to Finance Manager.

Marketing Manager — Alan White

Alan White has been CWNA's Marketing Manager 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. He owned and operated PuroClean Water and Fire Restoration in Crystal Lake, Illinois from June 2006 until June 2011.~~

Global Chief Financial Officer / Director ~~Director~~ **Edwin Lui**

Edwin Liu has been a Director of CWNA since July 2015. He has also been the Global Chief Financial Officer for CW Global based in Hong Kong since July 2015. Before that, he held the following positions with CW Australia: General Manager – Asia & Middle East (December 2013 to July 2015) and Asia Regional Manager (April 2010 to December 2013).

Franchise Support/Executive Assistant **Tina Ricchio**

Tina Ricchio has been a Franchise Support Specialist and Executive Assistant at CWNA since September 2015. Before that, she was an Administrative Assistant in the Credit/Collection & Fraud Department at LTD Commodities, LLC in Bannockburn, Illinois from September 1998 to September 2015.

Operations Manager **Ivan Rosales**

Ivan Rosales has been the Operations Manager at CWNA since September 2017. Prior Ivan held the position of the Latin America Business Development Officer from March 2015. Ivan is currently the editor for the Spanish edition of Recycling times which he has held since 2013. He was also the former President of the Latin Aftermarket Cartridges Association.

ITEM 3
LITIGATION

[MASTER FRANCHISEE SHOULD CONTACT CWNA IMMEDIATELY IF IT HAS LITIGATION REQUIRED TO BE DISCLOSED UNDER THIS ITEM, INCLUDING ANY ACTIONS WHICH IT HAS FILED AGAINST FRANCHISEES IN THE PRECEDING FISCAL YEAR]

Master Franchisee

No litigation is required to be disclosed in this Item.

Or

The following 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.

Half Price Books, Records, Magazines, Incorporated ("Plaintiff") v. Todd Kuenstler, Maggie Kuenstler, Group 23, Inc., Group 523 LLC, Group 2323, LLC, Group 52323 LLC (collectively, "Unit Franchisee"), Cartridge World North America, LLC and Flexbone, LLC ("Master Franchisee"), United States District Court, Northern District of Texas, Dallas Division (Civil Action No. 3:16-CV-02658-C). Complaint filed August 8, 2016, Amended Complaint filed September 28, 2016; and Second Amended Petition filed February 16, 1017. Plaintiff, a customer of the Unit Franchisee, commenced this action against the Unit Franchisee alleging felony theft, civil conversion, fraud, negligent misrepresentation, unjust enrichment, negligence, gross negligence, tortious interference and conspiracy, and against CWNA alleging negligence, unjust enrichment, negligent misrepresentation and gross negligence. The Unit Franchisee was operating the Unit Franchise pursuant to a Unit Franchise Agreement with the Master Franchisee. Plaintiff is seeking actual damages in excess of $1,000,000, exemplary damages, treble damages, attorneys' fees and costs. CWNA denied the allegations in the Amended Complaint, asserted multiple affirmative defenses including failure to name an indispensable party, acts or omissions by third parties over whom CWNA has no right of control, and superseding or intervening acts beyond the scope of control of CWNA, and cross-claimed for indemnity and contribution against the Unit Franchisee in its Answer to Amended Complaint and Cross Claims, filed October 12, 2016. The Master Franchisee was added as a named defendant and additional causes of action against CWNA and the Master Franchisee for vicarious liability and respondent superior, negligent hiring and joint action were alleged in the Second Amended Petition filed on February 16, 2017~~. As of the date of this Disclosure Document, this action is in the pre-trial stage and discovery has commenced.~~ In October 2018 this action was brought to mediation and as of November 2018 an undisclosed settlement amount has been agreed to by both parties. Half Price Books, Records, Magazines, Incorporated has agreed to file a Motion for Dismissal with Prejudice with respect to its claims against Cartridge World. Order was agreed to by all parties and granted on February 13th, 2019 to dismiss with prejudice plaintiff's claims against CWNA.

Cartridge World Midwest, LLC and Cartridge World Midwest Services, LLC ("Claimants") v. Cartridge World North America, LLC; JAMS Case No. 1340014424; Demand for Arbitration in Chicago, Illinois filed by Claimants on April 25, 2017. Claimants are single member limited liability companies owned by Steven Vollmer ("Vollmer"). Cartridge World Midwest, LLC ("CWM") was a Master Franchisee under a Master Franchise Agreement with CWNA, dated November 15, 2003 (the "Agreement"), for a Master Franchise Territory that included the states of Minnesota, North Dakota, South Dakota, Wisconsin and portions of Illinois and Iowa (the "Territory"). During the term of the Agreement, the assets of certain Unit Franchises in the Territory operated pursuant to Unit Franchise Agreements with CWM (the "Vollmer Agreements") were acquired by Cartridge World Midwest Services, LLC ("CWMS"). On December 22, 2016, CWNA sent a notice of default letter notifying Claimants and Vollmer of multiple breaches of the Agreement and cross defaults of the Vollmer Agreements. A notice of termination letter, dated April 21, 2017, was sent by CWNA notifying CWM of the termination of the Agreement, effective May 1, 2017. On April 25, 2017, Claimants served CWNA with a Demand for Arbitration on claims including breach of contract, breach of implied covenant of good faith and fair dealing, violation of franchise relationship laws and declaratory relief. On July 31, 2017 the parties entered into a confidential settlement agreement (the "Settlement Agreement"). The Settlement Agreement contains no admission of fault or wrongdoing by CWNA. The Settlement Agreement provides for the purchase by CWNA of the CWM business for $345,000 payable in installments. As a result of the Settlement Agreement, CWNA services the Unit Franchises in the Territory.

Whiteamire Clinic, P.A., Inc., an Ohio Corporation ("Plaintiffs") v. Cartridge World North America, LLC ("CWNA") and John Does 1-10 ("Defendants") Case No. 16-cv-00226-CAB; Cause of Action filed February 1st, 2016. Plaintiffs' claim on July 3rd, 2012 Cartridge World North America, LLC transmitted via facsimile machine an unsolicited facsimile advertisement to Plaintiff, which Plaintiff did not consent to send the fax in violation of the Telephone Consumer Protection Act and Junk Fax Prevention Act. On December 19th, 2016 Plaintiff along with a group of other Plaintiffs referred to as ("TCPA Plaintiffs") brought the matter of the Junk Fax Prevention Act of 2005, Rules & Regulations Implementing the Telephone Consumer Protection Act of 1991 along with the Petitions for Declaratory Ruling and Retroactive Waiver regarding the commissions Opt-Out Notice Requirement for faxes sent without the recipient's prior permission 47 C.F.R sec 64.1200(a) (4) (iv) before Federal Communications Commission. A Motion of Judgement was filed on February 13th, 2017 by CWNA contending the Plaintiff did not receive a fax but instead received an email in addition the Plaintiff had been a long term existing customer and did not receive injury as a result. The Opinion and Order was denied stating the Plaintiff did suffer an injury in fact by wasted time reviewing the junk emails that could have been spent on other business activities. On January 26th, 2018 Plaintiff filed for a Plan Motion of Summary Judgement and CWNA filed for a Plan Motion of Summary Judgement, both of which were denied. As of August 28th, 2018, a Motion to Withdraw Counsel was filed by CWNA which had been granted. October 4th, 2018 the judge granted CWNA extended time to obtain new counsel. As of December 2018, negotiations to settle between Plaintiff and CWNA continue.

In the Ink, LLC, individually and a Trustee on behalf of the Cartridge World Franchisees Legal Fund Trust, S&V, Inc., Dauphin Enterprises, Inc., Dauphin Enterprises, II, Inc., Cartridge World St. Cloud, LLC, His Ink, LLC, Jeffrey and Rebecca Faul, GNI, LLC, TTS Enterprises, Inc., Navigate, Inc., Toner and Inc., and Douglas Watson ("Claimants") v. Cartridge World Midwest, LLC and Cartridge World North America, LLC; JAMS Case No. 1430014645; Demand for Arbitration in Chicago, Illinois filed by Claimants on August 14, 2017. Claimants operate Unit Franchises in a territory that was licensed to former Master Franchisee Cartridge World Midwest, LLC ("CWM"). On August 14, 2017 Claimants served CWM and CWNA with a Demand for Arbitration on claims including breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, promissory estoppel and declaratory relief for, among other things, the alleged failure by CWNA and CWM to provide services and support to Claimants and to properly administer the national marketing fund. The Claimants are seeking unspecified compensatory and consequential damages, rescission of their Unit Franchise Agreements, and attorneys' fees and costs. CWNA filed a Motion to Dismiss on August 28, 2017 for improper joinder of parties, lack of arbitrable claims, and lack of standing. An amicable settlement agreement was reached in January 2018 between all parties and as a result CWNA services the Unit Franchises in this territory.

Wesley Hara ("Claimant") v. Hawaiian Ink, LLC and Cartridge World North America, LLC; JAMS Case No. (Not yet assigned); Demand for Arbitration in San Francisco, California filed by Claimant on August 30, 2017. Claimant operates a Unit Franchise in a master franchise territory licensed to Hawaiian Ink, LLC ("Hawaiian Ink"). On or about August 30, 2017, Claimant served Hawaiian Ink and CWNA with a Demand for Arbitration on claims including breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment, promissory estoppel and declaratory relief for, among other things, the alleged failure by Hawaiian Ink and CWNA to provide services and support to Claimant and to properly administer the national marketing fund. The Claimant is seeking unspecified compensatory and consequential damages, rescission of its Unit Franchise Agreement, and attorneys' fees and costs. CWNA has yet to respond to the Demand for Arbitration but intends to vigorously defend this matter. A mutual termination and general release agreement was reached in September 2017 between all parties, where the Master paid past due royalties, on behalf of claimant owed to CWNA, ~~-~~and CWNA released

claimant of the non-compete clause in the Unit Franchise Agreement, and as a result CWNA services Unit Franchises within this Territory.

Franchisor-Initiated Actions

Cartridge World North America, LLC v. Cartridge World Midwest, LLC, Cartridge World Midwest Services, LLC, and Steven Vollmer. FAMS Case No. 11MO401 filed by CWNA on March 28, 2011 in San Francisco, California. This arbitration matter involved the same parties as the Vollmer arbitration disclosed above. CWNA alleged that CWM, CWMS and Vollmer committed numerous violations of the Agreement and the Vollmer Agreements, which included not using their best efforts to sell and promote Unit Franchises within the 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 sought to terminate the Agreement. This arbitration matter was inactive while settlement discussions took place. No binding arbitration sessions were scheduled. This matter was superseded by the arbitration between the same parties disclosed above in this Item.

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

[NOTE - MASTER FRANCHISEE SHOULD CONTACT CWNA IMMEDIATELY IF IT MUST DESCRIBE PROCEEDINGS REQUIRED TO BE DISCLOSED ABOVE UNDER THIS ITEM]

ITEM 4
BANKRUPTCY

[NOTE - MASTER FRANCHISEE SHOULD CONTACT CWNA IMMEDIATELY IF IT MUST DESCRIBE PROCEEDINGS REQUIRED TO BE DISCLOSED UNDER THIS ITEM]

Other than the proceeding described above, no bankruptcy information is required to be disclosed in this Item.

OR

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

ITEM 5
INITIAL FEES

Initial Fees

Unit Franchise Agreement

On signing the Unit Franchise Agreement, Retail or Executive Office Model you must pay us an Initial Franchise Fee of **$18,500**.

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

On signing the Unit Franchise Agreement, Retail or Executive Office Model you must pay us a Training Fee of **$8,000.00.**

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

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

MUA

If you sign an Executive Office Model or Traditional Retail Store MUA along with your first Unit Franchise Agreement, you will pay us an Initial Franchise Fee of $18,500 for each Unit Franchise required to be opened under the MUA when you sign the Unit Franchise Agreements 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. The Training Fee does not apply to the second and, if applicable, third Unit Franchise opened by you pursuant to a MUA.

Except for the payment of the first Initial Franchise Fee and the Training Fee when you sign the Unit Franchise Agreement for your first Unit Franchise, no payment is made to 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 ~~Retail Service Store~~Retail and Executive Office Store

YOU ARE SOLELY RESPONSIBLE FOR INSURING THAT ANY ESTIMATED AMOUNTS DESCRIBED IN THIS CHART AND RELATED FOOTNOTES ARE APPROPRIATE FOR YOUR RESPECTIVE TERRITORIES. THE INFORMATION SUPPLIED BY CWNA IS BASED UPON ITS BEST ESTIMATE AND OVERALL U.S. EXPERIENCE. IF YOU BELIEVE THE FOLLOWING FIGURES ARE NOT REPRESENTATIVE OF YOUR REGION, YOU MUST CONTACT US IN ADVANCE OF ANY FDD MODIFICATIONS TO DISCUSS PROPOSED CHANGES.

TYPE OF FEE[1]	AMOUNT[2]	DUE DATE	REMARKS
Royalty Retail Model	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 Retail~~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~~ Retail Franchise is open for business. Once you commence operating your ~~Unit~~ Retail Franchise, you will be required to pay minimum monthly Royalties according to the schedule in Note 3 (under Retail Model chart). Note 3 also includes the definitions of Gross Revenue, Gross Profit and Ancillary Items.
Royalty Executive Office Model	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 Executive Office Model Franchise within three months after you sign the Unit Franchise Agreement, you will pay us a minimum monthly Royalty of $500 per month until your Executive Office Model Franchise is open for business. Once you commence operating your Executive Office Unit Franchise, you will be required to pay minimum monthly Royalties according to the schedule in Note 3. Note 3 (under Executive Office Model chart) also includes the definitions of Gross Revenue, Gross Profit and Ancillary Items.
Marketing Fund Contribution	Currently 2%; Up to a maximum of 4% of Gross Revenue[3] PLUS Up to a maximum of 4% of Gross Profit[3] (not Gross Revenue) on Ancillary Items[3]	Same as Royalties	Contributions are set by and payable to CWNA, which manages the Marketing Fund. Payments begin when the Unit Franchise starts operating.

TYPE OF FEE[1]	AMOUNT[2]	DUE DATE	REMARKS
Cartridge World® Marketing Co-ops ("**CWMC**")	The amount established by the members of the CWMC	As incurred, if established	If established, you must join in any local, regional, national CWMC and make any required contributions determined by the members of the CWMC and assessed on a per Unit Franchise basis. There is no limit on the amount you can be required to contribute to a CWMC. CWNA has no plans to open any company-owned Units, so if a CWMC is established, CWNA will not have any voting power in any CWMC. To date, no CWMCs have been established.
Interest on Late Payments	Interest is highest legal rate for open business credit, not to exceed 1.5% per month.	On demand	Only due if you fail to pay us the amounts you owe on time. Interest will be charged only on overdue amounts and will start to accrue on the date when the payment was originally due.
Late Fees; Costs of Collection	$200 administrative fee for each late payment or report; you will pay all reasonable costs of collection we incur.	On demand	Payable for late/missed payment/funds transfer and/or report due.
Renewal Unit Franchise Fee	20% of the then-current Initial Franchise Fee, subject to $5,000 minimum	At the time we award the renewal franchise	Payable if you meet conditions for renewal franchise (see Item 17 of this Disclosure Document and Section 15 of the Unit Franchise Agreement). Non-refundable unless renewal is denied.
Voluntary Termination Fee	$2,500 plus any amounts due and owed	With your written notice of termination	You may terminate the Agreement with 90 days written notice at the end of the 24th completed month from your start date. All post-termination covenants will be binding. The opportunity the execute the Voluntary Termination expires beginning the 25th month from your start date.
Convention Registration Fee[4]	Established based on the event.	On demand	You must attend the conventions held by us/CWNA unless excused by us/CWNA.

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[5]	$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[6]	Then-current Operations Fee; range from $~~125~~ 250 to $~~275~~ 600(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.
Grand Opening Marketing Fee	Minimum spend of $7,500	On or before Training	As part of your first three (3) months Grand Opening you must spend a minimum of $7,500 on approved local advertising, marketing and promotion of the opening of the Cartridge World Outlet in accordance with an opening marketing plan approved by CWNA and using advertising and promotional materials approved by CWNA.
Training and On-Site Consultation Costs[7]	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[8]	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%.

TYPE OF FEE[1]	AMOUNT[2]	DUE DATE	REMARKS
Indemnification	Will vary under the circumstances	Upon demand	You must indemnify us for claims arising out of your operation of the Unit Franchise.
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 [9]	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

~~**ITEM 6**~~
~~**OTHER FEES Executive Office Model**~~

TYPE OF FEE[1]	AMOUNT[2]	DUE DATE	REMARKS
Royalty (Executive Office)	First Year: $1,000 per month PLUS 2% advertising First 6 months are at 50% minimum royalty or $500 PLUS 2% advertising Second Year: $1,400 per month PLUS 2% advertising Third Year: $1,600 per month PLUS 2% advertising Fourth through Tenth Year: $1,800 per month PLUS 2% advertising	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.
Marketing Fund Contribution	Currently 2%; Up to a maximum of 4% of Gross Revenue[3] PLUS Up to a maximum of 4% of Gross Profit[3] (not Gross Revenue) on Ancillary Items[3]	Same as Royalties	Contributions are set by and payable to us. We manage the Marketing Fund. Payments begin when the Unit Franchise starts operating.
Cartridge World® Marketing Co-ops ("**CWMC**")	The amount established by the members of the CWMC	As incurred, if established	If established, you must join in any local, regional, national CWMC and make any required contributions determined by the members of the CWMC and assessed on a per Unit Franchise basis. There is no limit on the amount you can be required to contribute to a CWMC. We have no plans to open any company-owned Units, so if a CWMC is established, we will not have any voting power in any CWMC. To date, no CWMCs have been established.
Interest on Late Payments	Interest is highest legal rate for open business credit, not to exceed 1.5% per month[4]	On demand	Only due if you fail to pay us the amounts you owe on time. Interest will be charged only on overdue amounts and will start to accrue on the date when the payment was originally due.

TYPE OF FEE[1]	AMOUNT[2]	DUE DATE	REMARKS
Late Fees; Costs of Collection	$200 administrative fee for each late payment or report; you will pay all reasonable costs of collection we incur	On demand	Payable for late/missed payment/funds transfer or report due.
Renewal Unit Franchise Fee	20% of the then-current Initial Franchise Fee, subject to $5,000 minimum	At the time we award the renewal franchise	Payable if you meet conditions for renewal franchise (see Item 17 of this Disclosure Document and Section 15 of the Unit Franchise Agreement). Non-refundable unless renewal is denied.
Voluntary Termination Fee	$2,500 plus any amounts due and owed	With your written notice of termination	You may terminate the Agreement with 90 days written notice at the end of the 24th completed month from your start date. All post-termination covenants will be binding. The opportunity the execute the Voluntary Termination expires beginning the 25th month from your start date.
Convention Registration Fee[5]	Established based on the event	On demand	You must attend the conventions held by us unless excused by us.
Transfer Fee	$5,000, 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.
Management Fees[6]	$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[7]	Then-current Operations Fee; range from $125 to $275 (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.

TYPE OF FEE[1]	AMOUNT[2]	DUE DATE	REMARKS
Grand Opening Marketing Fee	Minimum spend of $7,500	On or before Training	As part of your first three (3) months Grand Opening you must spend a minimum of $7,500 on approved local advertising, marketing and promotion of the opening of the Cartridge World Outlet in accordance with an opening marketing plan approved by CWNA and using advertising and promotional materials approved by CWNA.
Training and On-Site Consultation Costs[8]	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[9]	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.
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[10]	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.

~~TYPE OF FEE~~[1]	~~AMOUNT~~[2]	~~DUE DATE~~	~~REMARKS~~
~~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 CWNA affiliate. ~~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~~guidance to you about the operation of your Unit Franchise or other written instructions. 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) 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.

If you have not commenced operating your Retail 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, and after you commence operating your Unit Franchise, each "Year" for the remaining term of the Unit Franchise Agreement, you will pay us minimum 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) the amount set forth in the following schedule:

Retail Model Minimum Royalty Chart

Year Period	**Minimum Royalty Payable Each Royalty Period During Year**
From 6 months after you sign Unit Franchise Agreement until you commence business	$ 500
Year 1	$ 750 to $1,000
Year 2	$1,050 to $1,400
Year 3	$1,200 to $1,600
Year 4 and each Year (or partial Year) thereafter for remaining term of Unit Franchise Agreement	$1,800 to $2,400

If you have not commenced operating your Executive Office Model Franchise within three 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, and after you commence operating your Unit Franchise, each "Year" for the remaining term of the Unit Franchise Agreement, you will pay us minimum 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 Executive Office Model Franchise during the preceding month; or (b) the amount set forth in the following schedule:

Executive Office Model Minimum Royalty Chart

Year Period	**Minimum Royalty Payable Each Royalty Period During Year**
From 3 months after you sign Unit Franchise Agreement until you commence business	$ 500
Year 1	$ 750 to $950
Year 2	$1,000 to $1,400
Year 3	$1,500 to $1,600
Year 4 and each Year (or partial Year) thereafter for remaining term of Unit Franchise Agreement	$1,800 to $2,400

For a new Unit Franchise, Year 1 in the above schedule will commence on the first day of the month in which you commence ~~business, and~~business and will continue for 12 consecutive months. For the renewal of a Unit Franchise, Year 1 in the above schedule will commence on the first day of the month in which the Unit Franchise Agreement for the renewal of your Unit Franchise becomes effective. Year 2 and each Year thereafter will commence on the applicable anniversary date of Year ~~1, and~~1 and continue for consecutive 12-month periods until the expiration date of the Unit Franchise Agreement.

The schedule in this Note sets forth the minimum Royalty payments ~~that~~ you will make each month during the term of the Unit Franchise Agreement. The requirement that you pay us minimum monthly Royalty payments does not directly or indirectly imply that you can expect your Unit Franchise will attain or exceed any particular level of Gross Revenue and Gross Profit. The requirement ~~that~~ you make minimum Royalty payments is not intended to constitute a financial performance representation by us about the Gross Revenue and Gross Profit that your Unit Franchise will earn. We do not make any representations about any franchisee's future financial performance or the past financial performance of company-owned or franchised outlets (see Item 19 of this Disclosure Document and Article 22.8 of the Unit Franchise Agreement).

(4) 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) 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) 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 Marketing Resource Center. 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) Included in the Training Fee is an initial training program for ~~up to two people~~one person. The training program ~~is~~ is seven~~10~~ 7 days ~~(2 weeks),~~ not including Saturday and Sunday. A portion of the training program is held at the Cartridge World® training center in McHenry, Illinois or another designated location. Fees vary, depending upon the number of attendees. Included in the initial Training Fee is reasonable hotel accommodations for one person while attending the initial training program. This hotel accommodation is not applicable to "Plus 1" students. Travel reimbursement of up to $200 provided to the licensed owner upon request with receipts. Also included in the initial training fee is Point of Sale training and a professional profile photograph. Additional information about the initial training program is disclosed in Item 11 of this Disclosure Document. Except as otherwise described in this Disclosure Document or the Unit Franchise Agreement, you are responsible for all other costs associated with attendance at initial training, such as wages, Travel Expenses, and incidental expenses. We can choose to eliminate or shorten training for persons previously trained or with comparable experience.

You or your manager must attend the additional/refresher 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/refresher courses during your first year of operation.

See Item 11 of this Disclosure Document for additional information regarding the costs and expenses associated with training.

(8) 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 Unit Franchise Agreement if the understatement exceeds 5% or is intentional.

(9) 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.

ITEM 7 Separate into 2 unique Item 7 Tables (similar to Item 6)
ESTIMATED INITIAL INVESTMENT (Traditional & Executive Office Models)

YOU ARE SOLELY RESPONSIBLE FOR INSURING THAT THE FIGURES DESCRIBED IN THIS CHART AND RELATED FOOTNOTES ARE APPROPRIATE FOR YOUR RESPECTIVE TERRITORIES. THE INFORMATION SUPPLIED BY CWNA IS BASED UPON ITS BEST ESTIMATE AND OVERALL U.S. EXPERIENCE. IF YOU BELIEVE THE FOLLOWING FIGURES ARE NOT REPRESENTATIVE OF YOUR REGION, YOU MUST CONTACT US IN ADVANCE OF ANY FDD MODIFICATIONS TO DISCUSS PROPOSED CHANGES.

YOUR INITIAL INVESTMENT

TYPES OF EXPENDITURE[1]	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Initial Franchise Fee (Traditional)[2]	$18,500	$18,500	Lump sum, in cash or certified check	On Signing Unit Franchise Agreement	Us
Initial Franchise Fee (Executive Office)	$18,500	$18,500	Lump sum, in cash or certified check	On Signing Unit Franchise Agreement	Us
Training Fee (Traditional & Executive Office)	$8,000	$8,000	Lump sum, in cash or certified check	On Signing Unit Franchise Agreement	Us
Designated POS System and other Designated Equipment (Traditional) (including shipment costs)[3]	$7,500	$10,500	Lump sum	When lease/site rights acquired	Approved Suppliers
Designated POS System and other Designated Equipment (Executive Office) (including shipment costs) [3]	$2,000	$5,000	Lump sum	When lease/site rights acquired	Approved Suppliers
Opening Inventory (Traditional)[4]	$1,000	$7,500	Lump sum	Before commencing business	Approved Suppliers

TYPES OF EXPENDITURE[1]	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Opening Inventory (Executive Office)	$1,500	$7,500	Lump sum	Before commencing business	Approved Suppliers
Personal Computer Hardware and Software (Traditional & Executive Office)[5]	$0	$2,000	Lump sum	Before commencing business	Vendors
Signs, Furnishings and Fixtures (Traditional & Executive Office)[6]	$0	$15,000	As incurred	Before opening at Premises	Approved Suppliers
Business Licenses, Utility Deposits or other Pre-Paid Expenses (Traditional & Executive Office)	$300	$800	As required	As required	Applicable Agency/ Government Authority/Suppliers
Initial Marketing Program (Traditional & Executive Office)[7]	$2,000	$10,000	As incurred	As arranged	Approved Suppliers
Insurance (Traditional & Executive Office)[8] (one-year coverage)	$600	$2,000	As incurred	As incurred	Insurance Company
Training Costs (Traditional & Executive Office)[9]	$500	$2,000	As incurred	As incurred	Suppliers
Vehicle (Traditional)[10]	$1,200	$10,000	As incurred	As incurred	Vendor
Vehicle (Executive Office)	$0	$1,200	As incurred	As incurred	
Real Estate Costs (Traditional & Executive Office)[11]	$1,500	$5,000	As arranged	Before opening at Premises	Lessor/Agent
Construction and Remodeling (Traditional & Executive Office)[12]	$0	$20,000	As arranged	As arranged	Suppliers
Additional Funds (3 months) (Traditional)[13]	$4,000	$25,000	As incurred	As incurred	Employees, Vendors, Utilities
Additional Funds (3 months) (Executive Office)	$2,000	$12,500	As incurred	As incurred	Employees, Vendors, Utilities
TOTAL (Traditional)[14]	**$45,100**	**136,300**			
TOTAL (Executive Office)	**$36,900**	**$109,500**			

Notes to Item 7 Chart:

(1) The initial investment table shows the estimated initial expenditures required to develop and open a single new Unit Franchise. These amounts may vary widely. Amounts payable to us are nonrefundable unless otherwise noted in this Disclosure Document. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any. We do not offer direct or indirect financing to you for any items. The availability and terms of financing from other sources will likely depend on factors such as the availability of financing generally, your creditworthiness, and the policies of lending institutions.

(2) The amount reflected in the chart is for the Initial Franchise Fee for your first Unit Franchise. Under an MUA, the Initial Franchise Fee for a second or third Unit Franchise is $18,500.

(3) You must purchase certain equipment, including the designated POS System, only from our approved supplier~~s~~ before you open your Unit Franchise. We/CWNA are not currently an approved or designated supplier for your Designated Equipment or designated POS System.

(4) You will purchase an opening inventory of ink, toner, original equipment manufacturer parts, boxes and other items from approved suppliers. We/CWNA are not currently an approved or designated supplier for the inventory for your Unit Franchise.

(5) If you do not already have one, you must purchase a personal computer with software meeting our specifications. Your personal computer must have a dual core processor with 4 GB of RAM (memory), and you must utilize Windows 10 Pro software and QuickBooks accounting software.

(6) The Premises for your Unit Franchise Retail locations must be open within 12 months after the date of your Unit Franchise Agreement. The Premises for your Unit Franchise Executive Office Model must be open within 3 months after the date of you Unit Franchise Agreement. You must purchase signage, furnishings and fixtures for the Premises for your Unit Franchise that meet our specifications and are approved by us.

(7) The amount disclosed is the minimum amount that you must spend on grand opening advertising for your Retail Unit Franchise. Grand opening advertising must be conducted during the first 90 days from the Opening Date of your Retail Unit Franchise. All proof of approved advertising and associated documentation must be submitted for review within 120 days of your opening. You may choose to spend additional funds for local promotion for your grand opening.

(8) You must maintain in force insurance policies through our risk management program. We will specify the types and amounts of coverage required under these policies and can require different and/or additional kinds of insurance at any time. Workers' compensation classification codes are set by each state and will be supplied to you by our designated insurers at the time of your application. Each insurance policy must name us and our affiliates as additional insured.

Our current insurance requirements are:

Type of Insurance	Limits and Other Details
Commercial General Liability	$2,000,000 General Aggregate $2,000,000 Products Aggregate

	$1,000,000 Each Occurrence $1,000,000 Personal Injury/Advertising Injury $ 50,000 Medical Payments $ 300,000 Fire Legal Liability
Umbrella Liability	Optional
Commercial Automobile	Owned, hired and non-owned vehicles; combined Single Limit $1,000,000 with maximum deductible of $5,000
Business Interruption Insurance	Must provide continued payment of amounts due (or to become due) us, CWNA and any affiliate under the Unit Franchise Agreement.
All Risk Property and Casualty	Must cover the replacement value of the Unit Franchise and all associated items (e.g., inventory, signs, equipment, etc.)
Workers' Compensation & Employers' Liability	Statutory Limits for employee related injuries; Workers' Employers' Liability Compensation Classification Codes set by State
Employment Practices Liability Insurance	Optional; Recommend $1,000,000 Discrimination, Wrongful Termination, Harassment

(9) Training attendees for New Retail or Executive Office Model Franchisees are responsible for their Travel Arrangements and Expenses while attending the classroom, which is subject to a refund up to $200 after full completion. ~~and~~ Training attendees are responsible for their Travel Arrangements and Expenses for all on-the-job initial training program. These costs will vary significantly depending upon current transportation method and accommodation rates. The range disclosed in the chart is for one ~~person, and~~person and does not include any wages or benefits while you attend training. If another person attends the initial training program, you will incur additional costs for his/her Travel Expenses, salary and benefits while attending the initial training program.

(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® graphics for your Vehicle ("Car Wrap") 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 Retail Location must be open within 12 months after the date of your Unit Franchise Agreement Executive Office Model Location and must be open within 3 months after the date of 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 for Retail

location 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~~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 design standards and specifications for your Premises ~~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~~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 14 above, and we do not guarantee you will not have additional expenses in starting your Unit Franchise. Your costs will vary depending on such factors as: how much you follow the System and procedures; your management, technical, sales and marketing skills, 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 the Products and Services; 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 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 designated 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 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. You must operate your Unit Franchise in compliance with the then-current System and the ~~Operations Manuals~~guidance we will furnish to you about the operation of your Unit Franchise. This guidance can be furnished electronically, in writing or telephonically, through training programs and/or on-site consultations, and/or through representatives of ours and/or Cartridge World, among other methods, whichever we select. ~~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~~provide, and which meet the 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~~guidance we will furnish you about the operation of your Unit Franchise. Designated and approved suppliers may include, and may be limited to, us, CWNA and/or Cartridge World. We and/or CWNA may receive revenues from items that you are required to buy from us or from designated suppliers.

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 the designated POS System 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 Marks and the 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 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 2018~~2017~~ fiscal year, CWNA did not derive any revenue from required purchases of products and services by ~~franchisees, and~~franchisees and received $418,610 from rebate payments by suppliers based upon franchisee purchases, which was approximately 14.3% of CWNA's total revenues in the amount of

$2,923,554 from all sources in 20182017 (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 2017 2018 fiscal year.

In the 20172018 fiscal year, our revenues from all these products and sources was $_____ or __% of our total revenues of $_____. _____ have an ownership interest in us. **[Note to Master Franchisee: Please complete.]**

We will periodically issue specifications and standards for products to our franchisees in the Operations Manualsguidance we will furnish you about the operation of your Unit Franchise 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 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.

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 your 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 20% to 70% of your costs to establish the Unit Franchise. We estimate that your purchase of products, supplies, or services from approved or designated suppliers or that comply with our specifications will represent approximately 20% to 70% of your costs in the ongoing operation of the Unit Franchise.

CWNA has the right to negotiate purchase arrangements with approved suppliers of certain equipment and supplies for the benefit of our franchisees, butfranchisees but is not obligated to do so.

We do not provide material benefits (such as the award of a renewal or additional Unit Franchise) on the use of designated or approved sources. However, failure to use approved items/suppliers might be a default under the Unit Franchise Agreement and, in general, any Unit Franchisee in default would not be awarded a renewal or additional Unit Franchise and might be subject to termination. If we issue a notice of default, we/CWNA can choose to discontinue providing goods or services to you until you have cured all defaults.

There currently are no formal purchasing or distribution cooperatives in the United States or elsewhere. If one is formed, we can require that you make your purchases through the cooperative.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

OBLIGATION	SECTION IN UNIT FRANCHISE AGREEMENT/OTHER DOCUMENTS	ITEM IN DISCLOSURE DOCUMENT
a. Site selection and acquisition/lease	3.1, 3.2, Exhibits D and E	7, 11
b. Pre-opening purchases/leases	3.3, 3.7, 4.1, 10.2	5, 7, 8, 11
c. Site development and other pre-opening requirements	3, Exhibits D and E	5, 7, 8, 11
d. Initial and ongoing training	5.1, 10.5	6, 7, 11
e. Opening	3, Exhibit A-1 1.1, 1.3, and 3.1 of MUA	6, 7, 8, 11
f. Fees	5.1, 9, 11.1-11.4, 12.1, 14.3, 14.4, 14.9, 15.3, 16.7, 19.7, Exhibits A-1 and A-2 Recital B, 1.1 of MUA	5, 6, 7, 11, 17
g. Compliance with standards and policies/~~Operations Manual~~Guidance	1.20, 3.3 - 3.6, 4, 5.3, 10.1 – 10.5, 10.7, 10.9, 23.1, 23.2	8, 11, 12, 16, 17
h. Trademarks and proprietary information	Recital C, 2.1, 5.3, 6, 8.1, 17.2 - 17.4, 19.7	13, 14, 17
i. Restrictions on products/services offered	2.1, 10.2, 10.3	8, 12, 16, 17
j. Warranty and customer service requirements	10.9	17
k. Territorial development and sales quotas	Not Applicable	12
l. On-going product/service purchases	4, 10.1, 10.2, 10.3	8, 11
m. Maintenance, appearance and remodeling requirements	3.3, 10.1, 10.2, 14.3, 15.3, 17.2	11, 17
n. Insurance	10.6	7
o. Advertising	7.1, 10.1, 11, 17.3, Exhibit A-1	6, 7, 11
p. Indemnification	7.6, 10.4, 14.5, 14.9, Exhibits D and E	6
q. Owner's participation/ management/staffing	10.5	15
r. Records/Reports	12.1, 12.2, 16.2, 17.2, 17.3	6, 11, 17
s. Inspections/Audits	3.2, 13, 16.2	6, 17
t. Transfer	14 4.2 of MUA	6, 17
u. Renewal	15	6, 17

OBLIGATION	SECTION IN UNIT FRANCHISE AGREEMENT/OTHER DOCUMENTS	ITEM IN DISCLOSURE DOCUMENT
v. Post-termination obligations	8, 17 2 of Spousal Consent 4.2 of MUA	17
w. Non-competition covenants – according to your state Rules & Regulations	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

[ANY MASTERS PROVIDING FINANCING SHOULD CORRECT AS APPLICABLE AND PROVIDE FDD REQUIRED INFORMATION.]

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.

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

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

Pre-Opening Obligations

A. We will provide you with training (Unit Franchise Agreement, Section 5.1, below in this Item).

B. We will provide you with information about the equipment, products, signs and other goods that you must use to open and operate your Unit Franchise, and about their respective approved/designated suppliers (Unit Franchise Agreement, Sections 3.5 and 10.2).

C. Before you open the Premises for your Unit Franchise, we will furnish you with standards, specifications and other requirements ("Design Standards") for the design, décor, layout,

furniture, and other items required for your Premises. We, or a supplier we designate, will provide you with a store plan template. Your architect, contractor, materials suppliers and/or other persons hired by you will consult with you in the build out of the Premises of your Unit Franchise to provide space plan suggestions, among other advice, and will facilitate compliance with applicable Design Standards (Unit Franchise Agreement, Section 3.3).

D. If you open a Retail Service Store or an Executive Office Model location we will consider sites proposed by you, and any applicable leases, and grant, condition or withhold our approval of them, as we find appropriate (Unit Franchise Agreement, Sections 3.1 and 3.2).

Continuing Obligations

~~A. We will loan you copies of the Operations Manuals (Unit Franchise Agreement, Section 5.3). A copy of the Table of Contents of our current Operations Manual is attached as Exhibit E. The current Operations Manual contains 71 pages.~~

A. We will furnish guidance to you about the operation of your Unit Franchise. This guidance can be furnished electronically, in writing or telephonically, through training programs and/or on-site consultations, ~~in the Operations Manuals,~~ and/or through representatives of ours and/or Cartridge World, among other methods, whichever we select (Unit Franchise Agreement, Section 5.2).

B. You must follow that guidance and comply with procedures specified by us from time to time.

C. We will license you to use the Marks and the System expressly as authorized by, and subject to the terms of, the Unit Franchise Agreement (Unit Franchise Agreement, Sections 2.1, 6.1 and 6.2).

D. We will give you advice and guidance about your grand opening marketing program for you to follow (Unit Franchise Agreement, Section 3.1).

E. We will disclose to you Intellectual Property and Confidential Information (as defined in the Unit Franchise Agreement) for the operation of your Unit Franchise (Unit Franchise Agreement, Section 8.1).

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 designated 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 the designated POS System that meets the requirements established by CWNA. 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). You will pay an Operations Fee which currently ranges from $~~125~~ 250 to $~~275per~~ 600 per month. (see Item 6). Your monthly Operations Fee currently covers certain updates/upgrades, but other modifications to the POS System may entail additional expenses. 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 Marketing Resource Center. Maintenance and support of the hardware is covered by the Operations Fee for the first year only. The CWNA designated approved POS supplier will provide on-going maintenance after the first year for an additional fee that is not included in the Operations Fee. 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.

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 designated 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 10 Pro software and QuickBooks accounting software. We expect these specs to upgrade over time and updates will be made available through the ~~Operations Manual~~guidance we provide about the operation of your Unit Franchise. If you do not already have a personal computer, you must acquire one at an estimated cost of up to $2,000 (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 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 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 Unit Franchise Agreement. You must be current with your required contributions to the Marketing Fund to receive materials and access to associated vendor portals.

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. During the fiscal year ended December 31, 2018~~2017~~, expenditures from the Marketing Fund (shown as a percentage of 2018~~2017~~ contributions made to, rather than as a percentage of the expenditures made from, the Marketing Fund) so the total percentages may not add up to 100% and were categorized as follows:

National Campaigns – ~~29.5%~~18%
Reimbursement Programs – 15%~~19%~~
Professional Services – 27%~~10%~~
Brand Fundamentals – 5%
Public Relations & Research – 7%~~8%~~
Administrative & Operating Expenses – ~~19.5%~~19%
Retained in Marketing Fund as of End of Fiscal Year – ~~19%~~6%

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 and local 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, lead generation and other materials in any medium, including the Internet, eCommerce, webstore and other digital marketing; administration and legal expenses; brand/image awareness campaigns; media; national, regional, local and other marketing programs; activities to promote current and/or future Unit Franchises and the System; agency and consulting services; research; any expenses approved by CWNA and associated with franchisee advisory groups; and labor costs and employee activity costs related to management of the Marketing Fund. The availability of Cartridge World® franchises may be included in advertising and other items produced using the Marketing Fund including advertising the sale of existing franchises. However, no funds will be spent by the Marketing Fund primarily for franchisee solicitations except as provided above. Refer to Section 11.1 of the Unit Franchise Agreement for additional information regarding CWNA's discretion in managing the Marketing Fund.

CWNA 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. CWNA can prepare advertising or employ outside advertising agencies.

You must participate in all on-line and off-line 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 Unit 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 Unit 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 Unit Franchises operating in any geographic area, or that any Unit Franchise will benefit directly, indirectly or in proportion to its contribution to the Marketing Fund. 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.

CWNA currently does not have a formal "advertising council." 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 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 up to 12 members; 8~~two~~ Unit Franchisees determined based on interest ~~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's 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~~elected, and some are appointed. This advisory group may be discontinued by CWNA or re-formed as a committee of the CWAG.

CWNA can choose to form regional associations of Unit Franchises for cooperative marketing and other marketing related purposes ("CWMC"). You are required to join a CWMC, if one is formed to cover your location, and to follow any bylaws or other rules, including any contributions the group might require. Any required contributions would be assessed on a per Unit Franchise basis. Any bylaws adopted by the group would require our consent. If CWNA submits a matter to the CWMC for an approval (even if not required to do so), a CWMC approval will be binding on you (Unit Franchise Agreement, Section 11.4).

MASTER FRANCHISEES WHICH HAVE FORMED ADVERTISNG COUNCILS OR LOCAL CO-OPS AS PER THE ABOVE PARAGRAPH MUST INCLUDE THE FDD REQUIRED INFORMATION HERE. SAMPLE:

All Unit Franchises in _____ ***(Los Angeles, Indiana, etc.)*** must join the CWMC, and the CWMC is administered by franchisees. Franchisees are required to pay to the CWMC $_____/month. The CWMC is governed by _____***(bylaws, etc.).*** The CWMC _____(***does/does not)*** prepare financial statements for franchisees to review. We and/or CWNA _____(***can/cannot***) require the CWMC to change, dissolve or be merged.

CONTACT CWNA IF YOU NEED TO INCLUDE INFORMATION IN THIS SECTION PRIOR TO ADDING IT.

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 such as: TV, radio, print, direct mail, telemarketing, outdoor, interactive/multimedia, search engine marketing/optimization, pay per click, social media marketing and management, lead generation activities, business network marketing, etc. Your advertising must meet current Cartridge World® brand standards 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 us/CWNA for 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/CWNA's prior written consent, any independent website, domain name, email address or other presence for use in your Unit Franchise, and you may not use the Marks with any of the foregoing. You must comply with the ~~Operations Manuals~~guidance we provide you 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 Unit Franchises in your advertising and/or that brochures regarding purchase of Unit Franchises be displayed at your Premises.

Grand Opening Advertising Unit Franchise Agreement, Section 3.1)

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 $2,000 for the grand opening advertising.

Site Selection

If you open a Retail Service Store or an Executive Office Model location, 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 for Retail and within 3 months for Executive Office Model, 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.

While we may assist you with your efforts, you are solely responsible for all matters involved in selecting, obtaining and developing the site for your Premises. We, or a supplier we designate, will provide you with a store plan template. Your architect, contractor, materials suppliers and/or other persons you hire will consult with you in the build out of your facility to provide space plan suggestions, among other advice, and will facilitate compliance with applicable Design Standards. We will have no authority or control over, or responsibility for any architect, contractor, materials supplier or other persons hired by you and with whom you will have a direct legal and business relationship.

Any changes from the store plan template must be submitted to us for our consent. You must employ a licensed contractor reasonably acceptable to us. We strongly recommend that you have all matters related to site selection, securing and development reviewed by your own independent attorney, real estate broker, architect, contractors and other applicable professionals.

Typical Length of Time to Open Your Unit Franchise

Except as explained below regarding multiple Unit Franchises, you must open the Premises for your Retail Service Store Unit Franchise for business within 12 months after the date of the Unit Franchise Agreement, and within 3 months for an Executive Office Model Store. Each of the following must occur before your opening: (1) we notify you that all of your pre-opening obligations have been fulfilled; (2) pre-opening training of your personnel has been completed; (3) all amounts due us and/or any affiliate have been paid; and (4) we have been furnished with copies of all insurance policies, leases/subleases and other required documents. You will open your Unit Franchise for business immediately following our

notice to you (Unit Franchise Agreement, Sections 3.1 and 3.6). The typical length of time between the signing of the Unit Franchise Agreement and your Unit Franchise commencing business will be approximately 75 – 150 days for a Retail Service Store and 60-75 days for an Executive Office Model Store. Factors that may affect this length of time include scheduling and completion of training, meeting your staffing needs, the availability of personnel, obtaining financing, real estate/leasing market conditions, location development and selection, and meeting permit and licensing requirements.

If you are signing a MUA, you must open your additional Unit Franchise(s) by the Deadline Date(s) established in your MUA, regardless of when you sign the Unit Franchise Agreement.

We may agree to extend an opening date under circumstances which we believe warrant it. Any extension will be conditioned on the delivery of a General Release by the Unit Franchisee. Please refer to Exhibit H for a sample of our current form of the General Release.

Training

You must pay us a Training Fee of $8,000 for (Retail Service Store) and (Executive Office Model) when you sign the Unit Franchise Agreement. Before you open or acquire the Unit Franchise, you must complete our initial training program to our satisfaction. If you have been previously trained, we can choose to not provide training, or to provide a revised and/or shortened program (Unit Franchise Agreement, Section 5.1).

If the Unit Franchise is owned by more than one person or if the Unit Franchisee is a Business Entity, then the Designated Individual identified in Exhibit A-1 of the Unit Franchise Agreement must complete the initial training program and comply on an ongoing basis with all training requirements. The Designated Individual is "you" or "Unit Franchisee" for purposes of meeting all training and similar qualifications under the Unit Franchise Agreement.

You are responsible for having your managers and sales staff trained, and we can require that they attend initial training at your expense. You must attend additional and/or refresher training programs, including national and regional conferences, conventions and meetings, and your employees may be required to attend mandatory training programs presented by us in your area. We can charge a reasonable fee for 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, except that CWNA will reimburse you up to $200 for travel expenses you incur in connection with the initial training program.

We can decide that if you have not successfully completed your initial ~~training. If we do, we~~training, 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 Mark Pinner, or another approved representative of CWNA. 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/Business Overview	6~~8~~	.5	0	Training Center in McHenry IL; Unit Franchisee's home or office
Shop The Competition	0	10	3	Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
Real World Printer Repair	~~16~~4 ~~(over 2 days)~~	5	3	Training Center in McHenry, IL; Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
Managed Print Service/Build an Onsite Print Assessment (MPS)	8	5	3	Training Center in McHenry, IL; Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
Why Buy a Printer Program to the Maxx (WBAPP)	4	4	3	Training Center in McHenry, IL; Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
Pre-Business to Business	0	4	16	Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
Route System	0	4	1	Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
~~Store Operations~~Franchise Support & Finance	4~~3~~	4	1	Training Center in McHenry, IL; Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory

SUBJECT [1]	HOURS OF CLASSROOM TRAINING [2]	HOURS OF SELF-STUDY [3]	HOURS OF ON-THE-JOB TRAINING [4]	LOCATION
~~Build a Onsite Print Assessment (MPS)~~ ~~Managed Printer~~ Retention Tools & Services & Easy Order	~~8~~8	~~5~~5	~~0~~	~~Training Center in McHenry, IL; Unit Franchisee's home or office~~
Sales Training	8	2.5	.5	Training Center in McHenry, IL; Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
In-Store Image & Branding	0	2	1.5	Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
In-Store Customer Service	0	3	3	Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
In-Store Business to Business	0	3.5	3	Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
In-Store Open & Close	0	2	2	Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
Point-of-Sale System	0	5	4	Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
Human Resources	0	1.5	0	Unit Franchisee's home or office
Marketing Strategy~~/Easy Order~~	8	2.5	6	Training Center in McHenry, IL; Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory
On-line Sales	0	5	0	Unit Franchisee's home or office

SUBJECT [1]	HOURS OF CLASSROOM TRAINING [2]	HOURS OF SELF-STUDY [3]	HOURS OF ON-THE-JOB TRAINING [4]	LOCATION
~~Finance~~	~~4~~	~~2~~	~~4~~	~~Training Center in McHenry, IL; Unit Franchisee's home or office; Unit Franchise in Master Franchise Territory~~
Recap Modules	4	0	0	Training Center in McHenry, IL
Glossary	0	1.5	0	Unit Franchisee's home or office

Notes to Training Program Chart:

(1) Instructional materials for the initial training program include the ~~Operations Manual (see Exhibit E).~~ guidance to you about the operation of your Unit Franchise. This guidance can be furnished electronically, in writing or telephonically, through training programs and/or on-site consultations, and/or through representatives of ours and/or Cartridge World, among other methods, whichever we select.

(2) The classroom training takes place in McHenry, Illinois, or another designated location.

(3) Your Master Franchisee will assist you with your self-study training which will occur at your home or office.

(4) You will participate in the on-the-job training at a Unit Franchise chosen by us/CWNA located in the Master Franchise Territory approximately one week before you attend the classroom training.

ITEM 12
TERRITORY

Unit Franchise Agreement

If you enter into a Retail Service Store Unit Franchise Agreement with us, you will be awarded a single Unit Franchise with an obligation to open the Premises for your Unit Franchise at a designated location approved by us in your "Territory" within 12 months.

If you enter into an Executive Office Model Store Unit Franchise Agreement with us, you will be awarded a single Unit Franchise with an obligation to begin ~~retail~~ sales and service for your Unit Franchise in your "Territory" within 3 months.

You will not receive an exclusive territory. You may face competition from other Unit Franchisees, from outlets ~~that~~ we/CWNA own, or from other channels of distribution or competitive brands that we control.

However, we grant you some territorial protection in your Territory during the term of the Unit Franchise Agreement. We will not open or authorize anyone else to open another Unit Franchise inside your Territory during the first 24 months of the term of your Unit Franchise Agreement (the "Start-Up

Period"). The Start-Up Period begins on the date of your Unit Franchise Agreement, and automatically expires two years after that date. The Start-Up Period applies only to the initial term of your Unit Franchise Agreement, not during any renewals of your Unit Franchise or Unit Franchise Agreement. If you acquire a Unit Franchise in a Transfer from an existing Unit Franchisee, there is no Start-Up Period. After the Start-Up Period for the remaining term of your Unit Franchise Agreement, you will have a right of first refusal before another Unit Franchise can be operated in your Territory. The Unit Franchise Agreement prohibits a Unit Franchise from operating through any other channels of distribution, such as (but not limited to) direct mail, catalogue sale, telemarketing and/or the Internet during the term of the Unit Franchise Agreement.

Your Territory will be identified in Exhibit A-1 in your Unit Franchise Agreement, along with an explanation of your rights in that Territory in Exhibit C in your Unit Franchise Agreement. Territories vary among franchisees, depending upon area demographics, population density, market conditions and other factors. Your Territory will be determined by political boundaries and/or described in words or on a map. Generally, your Territory will encompass a bigger area if your Unit Franchise is located in suburban areas than if located in densely populated urban areas. The Territory generally will not include any area that is cut off by a natural barrier (for example, a river, gorge, or mountain range) from the portion of the Territory in which the Unit Franchise is operated, without navigable crossings (such as a bridge or road).

Any rights not expressly granted to you in your Unit Franchise Agreement are expressly reserved by us. We are expressly permitted for the full term of the Unit Franchise Agreement to: (1) own and/or operate ourselves, and/or authorize others to own and/or operate any kind of business in the Territory selling to customers located anywhere, whether or not using the Marks and the System (subject to the prohibition against opening another Unit Franchise in the Territory during the Start-Up Period and your right of first refusal in the Territory after the Start-Up Period for the remaining term of the Unit Franchise Agreement), and any kind of business outside of the Territory selling to customers located anywhere, whether or not using the Marks and the System; (2) develop or become associated with other concepts (including dual branding and/or other franchise systems), whether or not using the System and/or the Marks, and award franchises under these other concepts for locations anywhere and/or operate units/channels of distribution owned by us under these other concepts for locations anywhere, selling to customers located anywhere; (3) market and sell products and services (whether or not under the Marks and whether or not competitive to the Products and Services) to customers located anywhere (including within the Territory) using any channel of distribution located anywhere (including through the Internet) and (4) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere and selling to customers located anywhere. These transactions may include arrangements involving competing outlets and brand conversions (to or from the Marks and the System). These transactions are expressly permitted, and you must participate at your expense in any such conversion.

After the Start-Up Period, you will have a right of first refusal to own and operate any proposed Unit Franchises to be located or operated in your Territory. Otherwise, the Unit Franchise Agreement does not grant you any rights with respect to other and/or related businesses, products and/or services, in which we or any Franchisor-Related Parties may be involved, now or in the future. Except for your right of first refusal rights in your Territory under the Unit Franchise Agreement or if you sign a MUA, you do not have any options, rights of first refusal, or similar rights to acquire additional Unit Franchises or other rights under the Unit Franchise Agreement. You are not required to achieve a certain sales volume, market penetration or other contingency.

You must not deal with Special Accounts (which will be identified by us/CWNA), except as authorized. We and/or CWNA can service and/or administer Special Accounts and request related assistance from

Unit Franchisees, according to processes and procedures we/CWNA establish. If you accept such a request, you will be required to participate in the applicable project on the terms negotiated for the Special Account. "Special Accounts" mean classes of special customers (which may include national accounts, other large businesses, government agencies, and/or otherwise) as designated by us/CWNA. We can restrict your use of the Internet, World Wide Web, other electronic means of marketing and/or mail order (and/or any other means of distribution). You will not market or sell through these venue(s) without our prior written permission.

CWNA may choose to market and sell the Products and Services using the Internet, World Wide Web and/or other similar venues, whether administered by us, CWNA or a third ~~party (such as Amazon.com), no~~party, no matter where the customer is located (including within your Territory), and CWNA has the right to do so without compensating you.

Other than disclosed above, you are not restricted from soliciting or accepting orders from customers and business clients located outside your Territory. Our current policy is to allow you to accept requests from clients and orders from any customers located anywhere, but we can change this policy. You are not allowed to engage in sales in any other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing without prior written approval.

Multi-Unit Agreement

If you sign a MUA, you will have the option (but not obligation) to apply for a second and, if applicable, third Unit Franchise Agreement. Your ability to obtain an additional Unit Franchise under the MUA is conditioned on (i) your compliance at all times with the requirements of the MUA, your first Unit Franchise Agreement, any other agreements between you and us, and ~~our Operations Manuals~~the guidance we furnish to you about the operation of your Unit Franchise, standards and specifications for the development, appearance or operation of, (ii) a General Release of claims, (iii) you meeting our then-current financial criteria then generally applicable for the award of a second Unit Franchise or third Unit Franchise, and (iv) the opening of any such Unit Franchise(s) within the applicable timeframes noted in the MUA. You do not receive any rights to any site, location, geographical area or territory under the MUA.

Relocation

Any relocation of your 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. We have the right to grant or to withhold its approval as to any proposed location or relocation and, if our approval is granted, you understand that our approval will not be deemed to be a guarantee, representation, or assurance by us that your Unit Franchise will be profitable or successful at the new location.

If the relocation of your Premises is approved, you must re-open the Unit Franchise at the new location within six months after approval, and you will continue to pay monthly Royalty payments based upon the average monthly Gross Revenue and Gross Profit of your Unit Franchise during the preceding six months (or the months your Unit Franchise was operational if the Unit Franchise was open for less than six months).

ITEM 13
TRADEMARKS

The principal Marks that will be used to identify your Unit Franchise are:

Mark	Registration Date	Registration No.
CARTRIDGE WORLD (words and logo)	October 8, 2002	2,631,733
CARTRIDGE WORLD (words)	May 20, 2003	2,717,527

These Marks were registered by CW PTY on the Principal Register of the United States Patent and Trademark Office ("PTO"). Ownership of these Marks was transferred to CW Australia in 2007.

In addition, the following Mark was registered on the Principal Register of the PTO by CWNA in 2010, and transferred to CW Australia in 2012:

Mark	Registration Date	Registration No.
WHY PAY MORE TO PRINT?	August 10, 2010	3,831,527

All required affidavits or renewals have been or will be filed when due for these Marks.

An application for registration of the following Mark on the Principal Register of the PTO has been filed by CW Australia, and is currently pending:

Mark	Filing Date	Serial No.	Type
PrintWorld	July 18, 2016	79202277	Trademark, Service Mark

CWNA was granted, through a license agreement with CW PTY dated August 1, 2002, and a license agreement with CW Australia, dated August 3, 2007, the right to use and grant franchisees the right to use the Marks in certain areas, including the United States (collectively, the "TM License Agreement"). The TM License Agreement has an unlimited term, unless terminated due to an uncured breach by CWNA of the TM License Agreement. The TM License Agreement does not significantly limit CWNA's rights to use or license the Marks in a manner material to you.

CWNA has granted us, through the Master Franchise Agreement, the right to use the Marks in our Master Franchise Territory. Under the terms of the Master Franchise Agreement, if it is terminated, repurchased or expires, and if CWNA elects to withdraw from the market in your area, the Unit Franchise Agreement can be terminated by CWNA.

There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor is there any pending infringement, opposition or cancellation proceeding or material litigation, involving the Marks. There are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to you. There are no infringing uses actually known to us that could materially affect your use of the Marks in the geographic area where we offer Unit Franchises.

CWNA is not aware of any current infringers or prior superior users of any of the Marks that would be material to your Franchise. You should understand that there is always a possibility that there might be one or more businesses unknown to us using a name or trademarks similar to ours and with superior rights to the name or trademarks. We suggest ~~that~~ you research this possibility, using telephone directories, local filings and other means, before you pay any money, sign any binding documents or

make any binding commitments. If you do not research other trademarks in this area, then you may be at risk.

You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to Cartridge World's ownership of, right to use and to license others to use, or your right to use, the Marks. Cartridge World has the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement of such proceedings or litigation. Cartridge World has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks. Cartridge World will defend you against any third-party claim, suit, or demand arising out of your proper use of the Marks. If it is determined that you have used the Marks in compliance with the Unit Franchise Agreement, you will not be responsible for the cost of defense, including the cost of any judgment or settlement, or your out-of-pocket costs (except that you will bear the salary costs of your employees). If we determine that you have not used the Marks in compliance with the Unit Franchise Agreement, you must bear the cost of defense, including the cost of any attorneys' fees and any judgment or settlement, and you must promptly reimburse us/CWNA/Cartridge World for those amounts (or, upon our written request, pay our legal fees directly). If there is any litigation due to your use of the Marks, you must sign all documents and do all things as may be necessary to carry out a defense or prosecution, including becoming a nominal party to any legal action.

Cartridge World is not obligated to protect all rights to use the Marks or to protect you against all claims of infringement or unfair competition. Except as stated in the preceding paragraph, neither we nor Cartridge World are obligated to participate in your defense and/or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the Marks if the proceeding is resolved unfavorably to you.

If it becomes necessary or advisable for you to modify or discontinue the use of any of the Marks, or for you to use one or more additional or substitute trademarks or service marks, you are required to comply at your expense with our directions. We are not obligated to you for any costs if such an event occurs.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the Franchise. Cartridge World claims copyright protection in instruction materials, agreements, advertising, promotional materials, electronic and computerized media displays, and other items created by our respective employees or acquired by assignment and in the guidance to you about the operation of your Unit Franchise. This guidance can be furnished electronically, in writing or telephonically, through training programs and/or on-site consultations, and/or through representatives of ours and/or Cartridge World, among other methods, whichever we select and any , instruction materials, agreements, advertising, promotional materials, electronic and computerized media displays, and other items created by our respective employees or acquired by assignment. ~~the Operations Manuals, instruction materials, agreements, advertising, promotional materials, electronic and computerized media displays and other items created by our respective employees or acquired by assignment. The Operations Manual was registered with the United States Registrar of Copyrights on April 16, 2004 (TXU 1164 979 and TXU 1164 982~~). Cartridge World considers each version of these materials proprietary and confidential, and you may use them only as provided in the Unit Franchise Agreement.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us/Cartridge World that could materially affect your use of the copyrighted materials in any

state. No agreement requires us/Cartridge World to protect or defend our/their copyrights or to indemnify you for any expenses or damages you incur in any judicial or administrative proceedings involving the copyrighted materials. If we/Cartridge World require, you must immediately modify or discontinue using the copyrighted materials. Neither we nor our affiliates nor Cartridge World will have any obligation to reimburse you for any expenditures you make because of any discontinuance or modification.

In general, Cartridge World's proprietary information includes "Confidential Information" as defined in the Unit Franchise Agreement, some of which is contained in ~~our Operations Manuals~~the guidance we provide to you about the operation of your Unit Franchise, and includes, among other things, all current and future: (i) ~~Operations Manuals~~Guidance, 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 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 the Unit Franchise 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.

You must agree to maintain the confidentiality of all the Confidential Information during and after the term of the Unit Franchise Agreement and ~~that~~ you will not use any of the Confidential Information in any other business or in any manner we do not specifically authorize in writing.

You are required to cause each of your employees, agents, principals and affiliates to execute and deliver to you a confidentiality agreement provided by us or otherwise approved by ~~us, and~~us and will deliver to us copies on request.

From and after the date of the Unit Franchise Agreement, we own the relationship with all customers you service, as well as all customer lists and all transactional and other information relating to customers, including addresses and telephone numbers. We can use the lists and information in any way we determine ~~wish~~necessary.

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

A person who has successfully completed all training required by us and who meets all of our other then-current standards must personally manage your Unit Franchise on a full-time basis. Our current policy is to require each Unit Franchise to be open for business for a minimum of 54 hours per week, unless we make a written exception under appropriate circumstances. We recommend, but do not require, that you personally manage your Unit Franchise on a "hands-on" basis. Absentee ownership may expose you to a greater risk of failure than if you are personally involved, on a full-time basis, in the on-site daily management of your Unit Franchise. You are required to keep us advised of the identities of the manager and other supervisors of your Unit Franchise. We have the right to deal with 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-3 to this Disclosure Document.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate your Unit Franchise in accordance with the System standards, including required Products and Services. We/CWNA can change the policies, procedures, guidance we furnish to you,~~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 Unit Franchise. Your Unit Franchise must purchase, use and offer such Designated Equipment, Products and Services, as we/CWNA specify periodically.

You may use the Business 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 or through the Unit Franchise without our prior written approval.

ITEM 17
RENEWAL, CONVERSION, 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	1.1	UFA: 10 years from date of Agreement. MUA: Determined when Agreement is signed.
b. ~~Renewal or extension~~Renewal, extension of the term or Conversion	15.1	3.1	UFA: Your rights terminate at end of term; however, you may be eligible for a renewal franchise for a single 10-year term or you may be eligible to convert from Retail to Executive Office Model for a single 5-year term~~.~~ MUA: Deadline extended if there is a Force Majeure Event.
c. Requirements for you to renew~~,~~ ~~or~~ extend or convert	15.2, 15.3	3.1	UFA: Written notice required, meet then-current standards applicable to renewal franchisees, be in Good Standing, fully

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SECTION IN MULTI-UNIT AGREEMENT	SUMMARY
			comply with all specifications for new Unit Franchises and ~~Operations Manuals~~Guidance we provide to you; or comply with all requirements for a conversion, ability to remain in possession of the Premises for duration of renewal, extension or conversion (or, if relocating, obtain consent and secure substitute premises, which must been standards for new Unit Franchises and ~~Operations Manuals~~guidance); payment of all amounts due; sign new Unit Franchise Agreement/related documents which may have materially different terms and conditions from your original Unit Franchise Agreement; meet then-current qualification and training requirements; execute a general release; pay renewal fee. MUA: You must be attempting, but unable, to meet deadline due to Force Majeure Event.
d. Termination by you	Not Applicable	Not Applicable	Not Applicable
e. Termination by us without cause	16.9	Not Applicable	UFA: Your Unit Franchise Agreement may be terminated if our Master Franchise is terminated or ends and CWNA elects not to continue to regularly award Unit Franchises and maintain a franchise program for Unit Franchises in your area/state/region/country. MUA: Not Applicable
f. Termination by us with cause	3.1, 5.1, 13.3, 16	3.3	UFA: We can terminate your Agreement if you commit any one of several listed violations. MUA: We can terminate your Agreement if you commit one of several listed violations.

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SECTION IN MULTI-UNIT AGREEMENT	SUMMARY
g. "Cause" defined-defaults - curable	16.3	3.3	UFA: 10-day cure - Failure to: maintain required insurance; report accurately Gross Revenue or submit any other report due; pay any amounts; comply with dispute resolution provisions of Unit Franchise Agreement; correct dangerous conditions. 30-day cure - Failure to: cure default under any lease; remain current with obligations to landlords, equipment lessors, suppliers, and others for Unit Franchise; comply with any other Unit Franchise Agreement requirements, procedures, and standards. MUA: Failure to correct any non-compliance with Agreement within 30 days after we send notice of non-compliance.
h. "Cause" defined-defaults – non-curable	16.1, 16.2	3.3	UFA: Insolvency; assignment for benefit of creditors; bankruptcy; appointment of receiver; unsatisfied judgment; sale of real or personal property after levy; failure to timely locate/relocate site, develop or open Unit Franchise; failure to successfully complete training, abandonment or failure to operate Unit Franchise on a continuous basis for seven consecutive days, during operating hours of Unit Franchise, or during hours approved by us without our written consent; material misrepresentation made in application for Franchise; conviction of misdemeanor or felony or plea of no contest to any crime/offense affecting you or Unit Franchise's reputation; unauthorized transfer; surrendering control of Unit Franchise without prior approval, unauthorized use of Marks, disclosure of any Confidential Information or Marks; violation of non-competition provisions; misrepresentations of Gross Revenue, Gross Profits, or amounts owed; two defaults in 12 months or three defaults in 24 months; cross defaults under other agreements. Termination if you file a petition in bankruptcy may not be enforceable under U.S. Bankruptcy Code. MUA: Non-authorized transfer of Agreement; termination of Unit Franchise

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SECTION IN MULTI-UNIT AGREEMENT	SUMMARY
			Agreement; you cease to be a Unit 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	UFA: Pay all amounts owed and to be owed within 10 days; cease use of all Marks; de-identify Premises and Vehicle; cancel fictitious name registrations, transfer phone numbers/URL's/directory listings; comply with covenants, two-year non-compete (not applicable according to California Business & Professions Code See BPC Sections 16600-17365); 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. MUA: Not Applicable
j. Assignment of contract by us	14.1	4.2	UFA: 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. MUA: Not Applicable
k. "Transfer" by your-definition	14.2	4.2	UFA: Includes transfer of any interest of any kind or nature. MUA: Not Applicable
l. Our approval of transfer by you	14.3, 14.4	4.2	UFA: Transfer subject to our consent and transfer of interest/assets of Unit Franchise must include Franchise. MUA: Not Applicable

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SECTION IN MULTI-UNIT AGREEMENT	SUMMARY
m. Conditions for our approval of transfer	8.2, 14.3, 14.4, 14.6	4.2	UFA: You must be in compliance with the Unit Franchise Agreement, guidance we provide ~~Operations Manuals,~~ other agreements, and lease/sublease; transferee qualifies and meets then-current requirements for new unit franchisees; transferee assumes all obligations; all amounts due paid in full; reporting obligations must be met; promissory notes paid; third party obligations satisfied/assumed by transferee; Unit Franchise must be in compliance with then-current standards, including design, appearance, equipment, and operations standards; transferee signs new Unit Franchise Agreement or is assigned transferor's Unit Franchise Agreement; payment of transfer fee, transfer must comply with leases and applicable laws, general release must be signed by transferor and transferee; non-competition agreement (if applicable to state laws see BPC sections 16600-17365); referral fee may be imposed; transferee pays training fee and must complete training program for new franchisees; amount financed subordinated to us and financing only with our consent; two-year post term non-compete (not applicable to state laws see BPC sections 16600-17365); compliance with laws; you comply with confidentiality, indemnification and dispute resolution provisions; we can withhold approval based on circumstances. Additional conditions exist for transfer to a wholly-owned entity. MUA: Not Applicable
n. Our right of first refusal to acquire your business	14.10	4.2	UFA: We have right subject to time frames: to match offer; to substitute cash for any proposed payment; to exclude non-complying assets value and interests outside Franchise; subject to customary representations, warranties and agreements on sale. MUA: Not Applicable

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SECTION IN MULTI-UNIT AGREEMENT	SUMMARY
o. Our option to purchase your business	14.11	4.2	UFA: We can choose to purchase your Unit Franchise within 120 days after termination or expiration. Price formula and terms are in Unit Franchise Agreement. MUA: Not Applicable
p. Your death or disability	14.5	4.2	UFA: Interest must be transferred to approved third party within six months, subject to transfer conditions, and we may have right to manage Unit Franchise in interim. MUA: Not Applicable
q. Non-competition covenants during the term of the franchise	8.2	Not Applicable	UFA: No involvement in Similar Business anywhere for additional persons; special, additional remedies for breach. MUA: Not Applicable
r. Non-competition covenants after the franchise is terminated or expires	8.2	Not Applicable	UFA: No interest in Similar Business for two years within a 10-mile radius from any Unit Franchise location and any Territory, including your own (if applicable to state laws and regulations). ~~No solicitation or diversion of any Unit Franchise customers for two years.~~ MUA: Not Applicable
s. Modification of the agreement	22.2, 23.1	4.2	UFA: Modifications must be in writing and signed by all parties. ~~Operations Manuals are~~The guidance we provide is subject to change by us, and you must promptly comply. MUA: Not Applicable
t. Integration / merger clause	22.1	4.2	UFA: Only the terms of the Unit Franchise Agreement are binding (subject to state law). Any representations or promises outside of this Disclosure Document and Unit Franchise Agreement may not be enforceable. MUA: Not Applicable
u. Dispute resolution by arbitration or mediation	19	4.2	UFA: Except for certain claims, all disputes are resolved through negotiation between representatives, then non-binding mediation. MUA: Not Applicable

PROVISION	SECTION IN UNIT FRANCHISE AGREEMENT	SECTION IN MULTI-UNIT AGREEMENT	SUMMARY
v. Choice of forum	19.4, 19.5	4.2	UFA: After non-binding mediation, litigation in the U.S. District Court encompassing our then-current principal business address, currently 3917 Mercy Drive, McHenry, Illinois 60050. IF APPLICABLE - *Please see the state-specific addenda to this Disclosure Document and Unit Franchise Agreement in Exhibit _____.* MUA: Not Applicable
w. Choice of law	19.3	4.2	UFA: The law of ILLINOIS IF APPLICABLE- *Please see the state-specific addenda to this Disclosure Document and Unit Franchise Agreement in Exhibit ____.* MUA: Not Applicable

* 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.

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 Mr. Mark Pinner, our Chief Executive Officer, 3917 Mercy Drive, McHenry, IL 60050, (815) 321-4406 the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

UNIT FRANCHISE INFORMATION

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
Systemwide Outlet Summary
(Unit Franchises)
For Years ~~2015~~ 2016 to ~~2017~~2018
(As of 12/31 for each Year)

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2016~~2015~~	380~~457~~	333~~380~~	-47~~-77~~
	2017~~2016~~	341~~380~~	293~~333~~	-48~~-47~~
	~~2017~~2018	~~341~~297	254~~293~~	~~-48~~-45
Company-Owned[1]	2016~~2015~~	23~~22~~	22~~22~~	-1~~0~~
	2017~~2016~~	18~~23~~	16~~22~~	-2~~-1~~
	~~2017~~2018	~~18~~16	~~16~~15	~~-2~~-1
Total Outlets	2016~~2015~~	403~~479~~	355~~403~~	-48~~-76~~
	2017~~2016~~	359~~403~~	309~~355~~	-50~~-48~~
	2018~~2017~~	~~359~~313	~~309~~269	~~-50~~-44

Note to Table 1 for Franchise System:

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 Unit Franchises.
2. Wisconsin had 3 stores and Minnesota had 1 store owned by Master Franchisee Steve Vollmer, which were removed from the Company Owned Outlets in Table 4, and included back into beginning count of 2017 Table 3.

TABLE 1
Master Franchise Territory Outlet Summary
For Years ~~2015 to 2017~~2016 to 2018
(As of 12/31 for each Year)

[Note to Master Franchisee: Please complete chart with information relating ONLY to your Master Franchise Territory.]

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	201~~6~~4			
	201~~7~~5			
	201~~8~~6			
Company-Owned[1]	201~~6~~4			
	201~~7~~5			
	201~~8~~6			
Total Outlets	201~~6~~4			
	201~~7~~5			
	201~~8~~6			

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 Franchisor)
For Years ~~2015 to 2017~~2016 to 2018
(As of 12/31 for each Year)

State[1]	Year	Number of Transfers
Alabama	~~2015~~ 2016	~~2~~1
	~~2016~~ 2017	~~1~~0
	~~2017~~ 2018	2~~0~~
Arizona	2016~~2015~~	~~2~~1
	2017~~2016~~	0~~1~~
	2018~~2017~~	0~~1~~
Arkansas	2016~~2015~~	0
	2017~~2016~~	0~~1~~
	2018~~2017~~	~~1~~0
California	2016	0
	2017	0
	2018	1
Florida	2016~~2015~~	~~1~~0

State[1]	Year	Number of Transfers
	20172016	02
	20182017	21
Georgia	20162015	22
	20172016	20
	20182017	0
Idaho	20162015	0
	20172016	01
	20182017	10
Kansas	2016	0
	2017	0
	2018	2
Louisiana	20162015	0
	20172016	01
	20182017	1
Michigan	20162015	01
	20172016	12
	20182017	20
Minnesota	20162015	0
	20172016	01
	20182017	10
Missouri	20162015	30
	20172016	03
	20182017	3
New Jersey	20162015	0
	20172016	02
	20182017	02
Oklahoma	2016	0
	2017	0
	2018	1
Oregon	20162015	01
	20172016	10
	20182017	0
Pennsylvania	20162015	01
	20172016	10
	20182017	0
Tennessee	20162015	02
	20172016	20
	20182017	0
Virginia	20162015	03
	20172016	01
	20182017	10
Washington	20162015	1
	20172016	13
	20182017	30
Wisconsin	20162015	10
	20172016	1
	20182017	12
Totals	20162015	2112
	20172016	1218
	20182017	1810[2]

Notes to Table 2 for Franchise System:

1. States not listed had no activity during the relevant period.

2. The contact information of these former Unit Franchisees/transferors is disclosed in Exhibit D-3 to this Disclosure Document.

3. The entries for these state(s) represent activities during the relevant period in our Master Franchise Territory. **[Note to Master Franchisee: Please place a "(3)" in the chart next to the states that are within your Master Franchise Territory, and list them below as well.]**

TABLE 2
Transfers of Outlets from Unit Franchisees to New Owners
(other than Master Franchisee)
For Years ~~2015 to 2017~~2016 to 2018
(As of 12/31 for each Year)

[Note to Master Franchisee: Please complete chart below with information relating ONLY to your Master Franchise Territory.]

State[1]	Year	Number of Transfers
	~~2015~~2016	
	~~2016~~2017	
	~~2017~~2018	
Totals	2016~~2015~~	
	2017~~2016~~	
	2018~~2017~~	

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/transferors is disclosed in Exhibit D-3 to this Disclosure Document.

TABLE 3
Status of Franchised Outlets[1]
(Unit Franchises)
For Years ~~2015 to 2017~~2016 to 2018
(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
Alabama	2016 ~~2015~~	~~8~~8	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~0~~	7~~8~~
	2017 ~~2016~~	7~~8~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~	6~~7~~
	2018	~~7~~6	0	0	0	0	0~~1~~	6

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
	7							
Arizona	2016 2015	1419	00	00	12	00	23	1114
	2017 2016	1114	00	00	01	00	22	911
	2018 7	119	0	0	02	0	20	97
Arkansas	2016 2015	22	00	00	00	00	00	22
	2017 2016	32	00	00	00	00	00	32
	2018 7	23	0	0	0	0	0	23
California[7]	2016 2015	2029	00	00	14	00	25	1720
	2017 2016	1720	00	00	11	00	02	1617
	2018 7	1716	0	0	10	0	02	1416
Colorado	2016 2015	412	00	00	05	00	13	34
	2017 2016	34	00	00	10	00	01	23
	2018 7	23	0	0	10	0	0	2
Connecticut	2016 2015	24	00	00	01	01	00	22
	2017 2016	22	00	00	00	00	10	12
	2017 2018	21	0	0	0	0	10	1
Delaware	2016 2015	11	00	00	00	00	00	11
	2017 2016	11	00	00	00	00	00	11
	2018 7	1	0	0	0	0	0	1
Florida	2016 2015	1815	03	00	00	00	00	1818
	2017 2016	1818	10	00	00	00	10	1818
	2017 2018	18	10	0	0	0	10	18
Georgia	2016 2015	2932	00	00	22	00	11	2929
	2017 2016	2629	00	00	12	00	31	2229
	2018	2622	0	0	1	0	30	2221
Hawaii	2016 2015	23	00	00	00	00	01	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
	2017 ~~2016~~	~~2~~2	0~~0~~	1~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~2~~
	~~2017~~ 2018	~~2~~1	0	~~1~~0	0	0	0	1
Idaho [7]	2016 ~~2015~~	~~7~~6	0~~1~~[5]	0~~0~~	0~~0~~	0~~0~~	0~~0~~	7~~7~~
	2017 ~~2016~~	7~~7~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	7~~7~~
	2018 ~~7~~	~~6~~7	0	0	0	0	0	~~7~~6
Illinois [5]	2016 ~~2015~~	~~16~~19	0~~0~~	0~~0~~	~~4~~1	0~~0~~	0~~2~~	~~12~~16
	2017 ~~2016~~	~~12~~16	0~~0~~	0~~0~~	2~~4~~	0~~0~~	1~~0~~	~~9~~12
	2018 ~~7~~	~~12~~9	0	~~0~~2	~~2~~0	0	~~1~~0	~~9~~7
Indiana	2016 ~~2015~~	7~~8~~	0~~0~~	0~~0~~	1~~0~~	0~~0~~	0~~1~~	6~~7~~
	2017 ~~2016~~	6~~7~~	0~~0~~	0~~0~~	0~~1~~	0~~0~~	1~~0~~	5~~6~~
	~~2017~~ 2018	~~6~~5	0	0	0	0	~~1~~0	5
Iowa	2016 ~~2015~~	~~4~~7	0~~0~~	0~~0~~	0~~1~~	0~~0~~	0~~2~~	~~4~~4
	2017 ~~2016~~	~~4~~4	0~~0~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	3~~4~~
	2018 ~~7~~	3	0	0	~~1~~0	0	0	3
Kansas	2016 ~~2015~~	~~6~~6	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~0~~	5~~6~~
	2017 ~~2016~~	5~~6~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~1~~	5~~5~~
	2018 ~~7~~	5	0	0	0	0	0	5
Louisiana	2016 ~~2015~~	~~3~~3	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	3~~3~~
	2017 ~~2016~~	~~3~~3	0~~0~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	2~~3~~
	2018 ~~7~~	~~3~~2	0	0	~~1~~0	0	0	2
Maine	2016 ~~2015~~	~~1~~1	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017 ~~2016~~	~~1~~1	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~ 2018	1	0	0	0	0	0	1
Maryland	2016 ~~2015~~	~~2~~2	0~~0~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	1~~2~~
	2017 ~~2016~~	1~~2~~	0~~0~~	0~~0~~	1~~1~~	0~~0~~	0~~0~~	0~~1~~

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
	2018~~7~~	0~~1~~	0	0	~~1~~0	0	0	0
Massachusetts	2016~~2015~~	3~~3~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	3~~3~~
	2017~~2016~~	2~~3~~	0~~0~~	0~~0~~	2~~0~~	0~~0~~	0~~0~~	0~~3~~
	2018~~7~~	~~2~~0	0	0	~~2~~0	0	0	0
Michigan	2016~~2015~~	16~~19~~	0~~0~~	0~~0~~	2~~2~~	0~~0~~	1~~1~~	13~~16~~
	2017~~2016~~	13~~16~~	0~~0~~	0~~0~~	0~~2~~	0~~0~~	0~~1~~	13~~13~~
	2018~~7~~	15~~13~~	0	0	0	0	~~0~~1	~~13~~14
Minnesota [5]	2016~~2015~~	8~~11~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~3~~	8~~8~~
	2017~~2016~~	9~~(6)8~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~0~~	8~~8~~
	2018~~7~~	~~9(6)~~9	0	~~0~~3	~~0~~1	0	1	~~8~~4
Mississippi	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2018~~7~~	1	0	0	0	0	0	1
Missouri	2016~~2015~~	12~~14~~	0~~0~~	0~~0~~	0~~2~~	0~~0~~	0~~0~~	12~~12~~
	2017~~2016~~	12~~12~~	0~~0~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	11~~12~~
	2018~~7~~	~~12~~11	0	0	~~1~~0	0	0	11
Montana	2016~~2015~~	0~~3~~	0~~0~~	0~~0~~	0~~2~~	0~~0~~	0~~1~~	0~~0~~
	2017~~2016~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~
	2018~~7~~	~~0~~1	0	0	1~~0~~	0	0	0
North Carolina	2016~~2015~~	7~~9~~	0~~0~~	0~~0~~	1~~2~~	0~~0~~	0~~0~~	6~~7~~
	2017~~2016~~	6~~7~~	0~~0~~	0~~0~~	1~~1~~	0~~0~~	1~~0~~	4
	201~~7~~8	~~6~~4	0	0	2~~1~~	0	~~1~~0	2
North Dakota [5]	2016~~2015~~	2~~2~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	2~~2~~
	2017~~2016~~	2~~2~~	0~~0~~	0~~0~~	1~~0~~	0~~0~~	0~~0~~	1~~2~~
	2018~~7~~	~~2~~1	0	0	0~~1~~	0	0	1

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
Nebraska	2016 2015	65	01	00	10	00	20	36
	2017 2016	36	00	00	01	00	02	33
	2018 7	3	0	0	0	0	0	3
Nevada	2016 2015	44	00	00	10	00	00	34
	2017 2016	34	00	00	11	00	00	23
	2018 7	32	0	0	10	0	0	2
New Hampshire	2016 2015	4	00	00	00	00	00	4
	2017 2016	4	00	00	00	00	00	4
	2017 2018	4	0	0	0	0	01	3
New Jersey [7]	2016 2015	2729	1[6]0	00	21	00	11	2527
	2017 2016	2527	1[6]	00	32	00	01	2225
	2018 7	2521	0	0	3	01	0	1722
New Mexico	2016 2015	00	00	00	00	00	00	00
	2017 2016	00	00	00	00	00	00	00
	2018 7	0	0	0	0	0	0	0
New York	2016 2015	1119	00	00	03	01	04	1111
	2017 2016	1111	00	00	00	00	30	811
	2018 7	811	0	0	20	0	30	86
Ohio	2016 2015	1515	00	00	10	00	10	1315
	2017 2016	1315	00	00	01	00	01	1313
	2018 7	13	0	0	0	0	20	1113
Oklahoma	2016 2015	710	00	00	11	00	12	57
	2017 2016	57	00	00	21	00	01	35
	2018 7	53	0	0	20	0	0	3
Oregon	2016 2015	44	00	00	00	00	00	44

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
	2017 ~~2016~~	~~4~~4	0~~0~~	~~0~~0	~~1~~0	0~~0~~	0~~0~~	3~~4~~
	2018 ~~7~~	3	0	0	~~1~~0	0	~~0~~2	~~3~~1
Pennsylvania	2016 ~~2015~~	14~~17~~	0~~0~~	~~0~~0	0~~2~~	0~~0~~	~~2~~1	12~~14~~
	2017 ~~2016~~	12~~14~~	0~~0~~	~~0~~0	~~1~~0	0~~0~~	0~~2~~	11~~12~~
	2018 ~~7~~	11~~12~~	0	0	~~1~~0	0	~~0~~1	10~~11~~
Puerto Rico	2016 ~~2014~~	~~3~~3	0~~0~~	~~0~~0	0~~0~~	0~~0~~	0~~0~~	3~~3~~
	~~2015~~ 2017	3	0	0	0	0	~~0~~1	~~3~~2
	~~2016~~ 2018	~~3~~2	0	0	0	0	~~0~~2	~~3~~0
Rhode Island	2016 ~~2015~~	1~~1~~	0~~0~~	~~0~~0	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017 ~~2016~~	1~~1~~	0~~0~~	~~0~~0	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~ 2018	1	0	0	0	0	0	1
South Carolina	2016 ~~2015~~	~~3~~8	0~~0~~	~~0~~0	0~~0~~	0~~2~~	~~1~~3	2~~3~~
	2017 ~~2016~~	2~~3~~	0~~0~~	~~0~~0	0~~0~~	0~~0~~	0~~1~~	2~~2~~
	~~2017~~ 2018	2	0	0	0	0	0	2
South Dakota [5]	2016 ~~2015~~	1~~1~~	0~~0~~	~~0~~0	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017 ~~2016~~	1~~1~~	0~~0~~	~~0~~0	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~ 2018	1	0	0	0	0	0	1
Tennessee [7]	2016 ~~2015~~	15~~17~~	0~~0~~	~~0~~0	~~1~~0	0~~0~~	0~~2~~	14~~15~~
	2017 ~~2016~~	15~~15~~	0~~0~~	~~0~~0	0~~1~~	0~~0~~	~~2~~0	13~~14~~
	~~2017~~ 2018	~~15~~11	0	0	0	0	~~2~~1	~~13~~10
Texas	2016 ~~2015~~	28~~32~~	0~~1~~	~~0~~0	~~3~~3	0~~0~~	~~4~~2	21~~28~~
	2017 ~~2016~~	21~~28~~	0~~0~~	~~0~~0	~~1~~3	0~~0~~	0~~4~~	20~~21~~
	2018 ~~7~~	21	0	0	4	0	0	17~~20~~
Utah	2016 ~~2015~~	4~~4~~	0~~0~~	~~0~~0	0~~0~~	0~~0~~	0~~0~~	4~~4~~
	2017 ~~2016~~	4	0~~0~~	~~0~~0	~~2~~0	0~~0~~	0~~0~~	2

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
	2017 2018	2	0	0	12	0	0	21
Vermont	2016 2015	11	00	00	00	00	00	11
	2017 2016	11	00	00	00	00	10	01
	2017 2018	10	0	0	0	0	10	0
Virginia	2016 2015	119	02	00	00	00	00	1111
	2017 2016	1111	00	00	00	00	00	1111
	2017 2018	11	0	0	01	0	0	1110
Washington	2016 2015	1113	00	00	10	00	02[5]	1011
	2017 2016	1011	00	10	11	00	00	810
	2017 2018	10	0	10	1	0	01	8
Wisconsin [5]	2016 2015	1516	00	00	10	00	11	1315
	2017 2016	18 [6]15	00	00	11	00	21	1513
	2017 2018	18 [6]15	0	01	10	0	2	1215
Wyoming	2016 2015	12	00	00	10	00	01	01
	2017 2016	01	00	00	01	00	00	00
	2017 2018	0	0	0	0	0	0	0
Totals	2016 2015	380452	18	00	26[7]34	04	22[7]42	333380
	2017 2016	340[6]380	11	10	2826[7]	0	1922[7]	293333
	2017 2018	340[6]296	01	61	2819	0	1917	293254

Notes to Table 3 for Franchised Outlets in Franchise System:

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-3 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 Unit Franchise Agreements, but who have not yet opened Unit Franchises. Refer to Exhibit D-4 for information about these Unit Franchisees.

2. States not listed had no activity during the relevant period.

~~3. The Unit Franchise in Pullman, Washington relocated to Moscow, Idaho in 2015.~~

~~4.~~3. The Company-Owned Outlet in Latham, New York was transferred to a Unit Franchisee who relocated the Unit Franchise to Beckett, New Jersey in 2016.

4. The contact information for the former Unit Franchisees for the closed Unit Franchises is disclosed in Exhibit D-3 to this Disclosure Document.

~~5.~~

~~6.~~5. Wisconsin had 3 stores and Minnesota had 1 store owned by Master Franchisee Steve Vollmer, which were removed from the Company Owned Outlets in Table 4, ~~–~~and included back into beginning count of 2017 Table 2.

6. The entries for these state(s) represent activities during the relevant period in our Master Franchise Territory.

7. In June 2018 CWNA opened an Executive Office Model in McHenry, Illinois to beta test the processes of the model. As of November 2018, this test was put on -hold. As of December 2018, there are (5) Retail store locations which converted to the Executive Office Model (Idaho, New Jersey, Tennessee, 2-California).

~~7.~~8. In 2018 there were a total of (41) Retail Store Locations which extended, by two-years or more, their current Unit Franchise Agreements **[Note to Master Franchisee: Please place an "(8)" in the chart next to the states that are within your Master Franchise Territory, and list them below as well.]**

TABLE 3
Status of Franchised Outlets(1)
For Years ~~2015 to 2017~~2016 to 2018
(As of 12/31 for each Year)

[Note to Master Franchisee: Please complete chart below with information relating ONLY to your Master Franchise Territory.]

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~~ 2016							
	2017 ~~2016~~							
	2018 ~~2017~~							
	2016 ~~2015~~							
	2017 ~~2016~~							
	2018 ~~2017~~							
	2016 ~~2015~~							
	2017							

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
	~~2016~~							
	2018 ~~2017~~							
	2016 ~~2015~~							
	2017 ~~2016~~							
	2018 ~~2017~~							
Totals	~~2015~~ 2016							
	~~2016~~ 2017							
	~~2017~~ 2018							

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

1. 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 have signed Unit Franchise Agreements, but who have not yet opened Unit Franchises. Refer to Exhibit D-4 for information about these Unit Franchisees.

2. States in our Master Franchise Territory not listed had no activity during the relevant period.

TABLE 4
Systemwide Status of Company-Owned Outlets[1]
For Years ~~2015 to 2017~~2016 to 2018
(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	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	0	0	0	1
Arizona	2016~~2015~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	1~~0~~	0~~0~~	0~~1~~
	~~2017~~2018	~~1~~0	0	0	~~1~~0	0	0
Arkansas	2016~~2015~~	2~~2~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	2~~2~~
	2017~~2016~~	2~~2~~	0~~0~~	0~~0~~	1~~0~~	0~~0~~	1~~2~~
	~~2017~~2018	~~2~~1	0	0	~~1~~0	0	1
Connecticut	2016~~2015~~	1~~0~~	0~~0~~	0~~1~~	0~~0~~	0~~0~~	1~~1~~
	2017~~2016~~	1~~1~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	1~~1~~
	~~2017~~2018	1	0	0	0	0	1
Minnesota	2016~~2015~~	2~~2~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	2~~2~~
	2017~~2016~~	0[5]~~2~~	0~~0~~	0~~0~~	0~~0~~	0~~0~~	0~~2~~

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
	20172018	0[5]0	0	0	0	0	0
Montana	20162015	10	01[3]	00	00	00	11
	20172016	11	00	00	10	00	01
	20172018	10	0	0	10	0	0
New Jersey	20162015	01	00	10	00	01	10
	20172016	10	00	11	00	00	21
	20172018	12	0	10	0	0	2
New York	20162015	21	00	01	00	1[4]0	12
	20172016	12	00	00	00	01[4]	11
	20172018	1	0	0	0	0	1
Oklahoma	20162015	33	00	00	00	00	33
	20172016	33	00	00	00	00	33
	20172018	3	0	0	2	0	1
Pennsylvania	20162015	22	00	00	00	00	22
	20172016	22	00	00	00	00	22
	20172018	2	0	0	0	0	2
Rhode Island	20162015	23	00	00	01	00	22
	20172016	22	00	00	00	00	22
	20172018	2	0	0	0	0	2
South Carolina	20162015	20	00	02	00	00	22
	20172016	22	00	00	00	00	22
	20172018	2	0	0	0	0	2
Tennessee	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	1	0	1	0	0	2
Washington	20162015	11	00	00	10	00	01
	20172016	01	00	00	01	00	00
	20172018	0	0	0	0	0	0
Wisconsin	20162015	33	00	00	00	00	33
	20172016	0[5]3	00	00	00	00	03
	20172018	0[5]0	0	0	0	0	0
Totals	20162015	2322	01	14	13	11	2223
	20172016	1823	00	11	31	01	1622
	20172018	1718	0	1	3	0	1615

Notes to Table 4 for Company-Owned Outlets in Franchise System:

1. "Company-Owned Outlets" refers to Outlets which are owned and operated by Master Franchisees in their Master Franchise Territories. Refer to Exhibit D-2 for specific Company-Owned Outlets.

2. States not listed had no activity during the relevant period.

3. The Company-Owned Outlet in Centennial, Colorado moved to Billings, Montana in 2015.

4.3. The Company-Owned Outlet in Latham, New York was transferred to a Unit Franchisee who relocated the Unit Franchise to Beckett, New Jersey in 2016.

~~5~~4. Wisconsin had 3 stores and Minnesota had 1 store owned by Master Franchisee Steve Vollmer, which were removed from the Company Owned Outlets in Table ~~4, and~~4 and included back into beginning count of 2017 Table 2.6. The entries for these state(s) represent activities during the relevant period in our Master Franchise Territory.

5. CWNA opened an Executive Office Model in McHenry, Illinois to beta test the model in June 2018. The testing concluded in November 2018.

[Note to Master Franchisee: Please place a "(5)" in the chart next to the states that are within your Master Franchise Territory, and list them below as well.]

TABLE 4
Status of Company-Owned Outlets in Master Franchise Territory(1)
For Years ~~2015 to 2017~~2016 to 2018
(As of 12/31 for each Year)

[Note to Master Franchisee: Please complete chart below with information relating ONLY to your Master Franchise Territory.]

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
	~~2015~~2016						
	~~2016~~2017						
	~~2017~~2018						
	2015						
	2016						
	2017						
Totals	2015						
	2016						
	2017						

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-2 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 by Master Franchisees of Unit Franchises as of 12/31/1~~8~~7
(By 12/31/1~~9~~8)

State(1)	Unit 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	Projected New Franchisees to Executive Office Model	Projected Current Franchisees Conversion to EOM
~~Alabama~~	~~1~~	~~0~~	~~0~~		
~~Arizona~~	~~1~~	~~0~~	~~0~~		

State[1]	Unit 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	Projected New Franchisees to Executive Office Model	Projected Current Franchisees Conversion to EOM
Arkansas	0	0	0	1	0
California	50	0	0	0	2
Colorado	1	0	0		
Connecticut	1	0	0		
Delaware	2	0	0		
Florida	03	0	0	2	0
Georgia		0	0		
Hawaii	1	0	0		
Iowa	3	0	0		
Illinois	04	0	0	4	0
Maine	0	0	0		
Maryland	0	0	0		
Massachusetts	0	0	0		
Michigan	0	1	0		
Minnesota	1	0	0		
Missouri	8	0	0		
Nebraska	1	0	0		
New Hampshire	0	0	0		
New Jersey	6	0	0		
New York	07	0	0	4	0
Oklahoma		0	0		
Oregon	1	0	0		
Pennsylvania	012	0	0	2	0
Puerto Rico	1	0	0		
Rhode Island	0	0	0		
South Carolina	01	0	0	1	
Tennessee	0	0	0	3	5
Texas	0	0	0	1	2
Utah	2	0	0		
Vermont	0	0	0		
Virginia	1	0	0		
Washington	0	0	0	1	
Wisconsin	30	00	00	0	3
Wyoming	1	0	0		
Totals	075	0	0	19	12

Notes to Table 5 for Projected Openings by Master Franchisees:

1. If a state is not listed, no activity is anticipated during the relevant period.

2. The inclusion of signed Unit Franchise Agreements in this column and in Exhibit D-4 does not imply that the Unit Franchises will open in the next fiscal year or in any fiscal year in the future.

3. The entries for these **state(s)** represent activities during the relevant period in our Master Franchise Territory. **[Note to Master Franchisee: Please place a "(3)" in the chart next to the states that are within your Master Franchise Territory, and list them below as well.]**

TABLE 5
Projected Openings of Unit Franchises by Us as of ~~12/31/16~~12/31/18
(By 12/31/19~~17~~)

[Note to Master Franchisee: Please complete chart below with information relating ONLY to your Master Franchise Territory.]

State(1)	Unit 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
Totals			

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 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~~Franchisees but be aware that not all such Unit Franchisees will be able to communicate with you.

If you buy 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 Unit Franchises under our control to offer or sell. **[Note to Master Franchisee: Please confirm.]**

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-2. 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-3.

MASTER FRANCHISE INFORMATION

The following charts detail the status of the Master Franchisees that have Master Franchise Agreements with CWNA.

TABLE 1
Systemwide Outlet Summary
(Master Franchises)
For Years ~~2015 to 2017~~2016 to 2018
(As of 12/31 for each year)

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Master Franchised	2016~~2015~~	25~~25~~	24~~25~~	-1[3]~~0~~
	2017~~2016~~	24~~25~~	22~~24~~	-2~~-1~~[3]
	~~2017~~2018	22~~24~~	17~~22~~	-5 [4]~~-2~~
Company-Owned	2016~~2015~~	0~~0~~	0~~0~~	0~~0~~
	2017~~2016~~	0~~0~~	2~~0~~	0~~0~~
	~~2017~~2018	~~0~~2	3~~2~~	1[4]0
Total Outlets	2016~~2015~~	25~~25~~	24~~25~~	-1~~0~~
	2017~~2016~~	24~~25~~	22~~24~~	-2~~-1~~
	~~2017~~2018	~~24~~24	20~~22~~	-4~~-2~~

Notes to Table 1 for Master Franchises:

1. In 2014, the area north of Los Angeles in a Master Franchise Territory located in California was transferred to an existing Master Franchisee, and the remainder of this Master Franchise Territory was combined with the Master Franchise Territory that CWNA is currently operating while pursuing the sale of this Master Franchise to a third party.

2. The Master Franchise Territories that included Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont were combined into one Master Franchise Territory, the entire State of New Jersey was consolidated into one Master Franchise Territory, and the entire State of New York was consolidated into one Master Franchise Territory in 2014.

~~3. One CWNA-operated Master Franchise in California is considered non-operational since as of end of 2016, there were no longer any operational Unit Franchises located in the Master Franchise Territory.~~

~~4.~~3. In July 2017 CWNA acquired North Dakota, South Dakota, Minnesota, Wisconsin, Illinois and on or about November 2017 acquired Hawaii. Effective February 2018 CWNA acquired the states of Colorado, Wyoming, Montana and Utah. In March 2018 CWNA acquired Arizona, Nevada and Imperial and San Diego counties in California. In September 2018 Arizona and Nevada were purchased by an existing Master Franchisee.

TABLE 2
Transfers of ~~Master Franchise Territories~~Unit Franchisees from Master Franchisees
to New Owners
(other than the Franchisor)
For Years ~~2015 to 2017~~2016 to 2018
(As of 12/31 for each year)

State[1]	Year	Number of Transfers
Alabama [4]	~~2015~~2016	1~~2~~
	2017~~2016~~	0~~1~~
	2018~~2017~~	~~0~~2
Arizona [4]	~~2015~~2016	~~2~~1

State[1]	Year	Number of Transfers
	20162017	10
	20172018	01
Arkansas	20152016	00
	20172016	10
	20172018	10
California [4]	20152016	1
	20162017	0
	20172018	01
Florida [4]	20152016	10
	20162017	02
	20172018	21
Georgia	20152016	22
	20172016	20
	20172018	00
Hawaii [3]	20152016	10
	20162017	10
	20172018	0
Idaho	20152016	04
	20162017	01
	20172018	10
Kansas [4]	2016	0
	2017	0
	2018	2
Louisiana	20152016	00
	20162017	01
	20172018	10
Michigan	20152016	01
	20162017	12
	2018	0
Minnesota [3]	20152016	0
	20162017	01
	20172018	10
Missouri	20152016	30
	20162017	03
	20172018	30
New Jersey	20152016	0
	20162017	02
	20172018	20
Oklahoma [4]	2016	0
	2017	0
	2018	1
Oregon	20152016	01
	20162017	10
	20172018	0
Pennsylvania	20152016	01
	20162017	10
	20172018	00
Tennessee	20152016	02
	20162017	20
	20172018	00
Virginia	20152016	30
	20162017	01

State[1]	Year	Number of Transfers
	20172018	10
Washington	20152016	11
	20162017	13
	20172018	30
Wisconsin[3] [4]	20152016	01
	20162017	1
	20172018	12
Totals	20152016	2112
	20162017	1218
	20172018	18[2]10

Notes to Table 2 for Master Franchises:

1. States not listed had no activity during the relevant period.

2. In 2013, CWNA commenced operating two Master Franchises with Master Franchise Territories in California while pursuing the sale of these Master Franchises to third parties. In 2014, the area north of Los Angeles, California in one of these Master Franchise Territories was transferred to an existing Master Franchisee, and the remainder of this Master Franchise Territory was combined with the Master Franchise Territory that CWNA is currently operating while pursuing the sale of this Master Franchise to a third party.

3. The Master Franchise Territories that included Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont were combined into one Master Franchise Territory, the entire State of New Jersey was consolidated into one Master Franchise Territory, and the entire State of New York was consolidated into one Master Franchise Territory in 2014.

2. The Master Franchise Territory that includes the states of Michigan and Ohio was transferred to an existing Master Franchisee in 2016.

4.

3. The Master Franchise Territory which includes the states of Arizona and Nevada was purchased by an existing Master Franchisee in 2018.

5.

6.4. In 2018 Alabama had (2), Arizona (1), Florida (1), California (1), Kansas (2), Oklahoma (1) and Wisconsin (2) stores which transferred to new owners.

TABLE 3
Status of Master Franchise Territories[1]
For Years 2015 2016 to 20172018
(As of 12/31 for each Year)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by CWNA	Ceased Operations	Outlets at End of Year
Alabama/ Mississippi/ W Tennessee (AMT)	20152016	1	0	0	0	0	0	1
	20162017	1	0	0	0	0	0	1
	20172018	1	0	0	0	0	0	1
Alaska	20162015	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by CWNA	Ceased Operations	Outlets at End of Year
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Arkansas (ARK)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Arizona/ ~~California/~~ Nevada (AZN)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
California/Central (~~NCB~~NCC)~~)~~[(2)]	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
California/Bay Area (NCB~~NCC~~)[(4)]	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
~~California/Riverside/ Southern (SCB)[(2)(3)]~~	~~2015~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2016~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	~~2017~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1[(3)]~~	~~0~~
California/ Orange County (ORA)[(4)]	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Colorado/ Utah/ Montana/ Wyoming (RMT) [(4)]	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
~~Connecticut/ Rhode Island (RHO)[(5)]~~	~~2015~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1[(5)]~~	~~0~~
	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Connecticut/ Maine/ Massachusetts/ New Hampshire/ Rhode Island/ Vermont (CNE)[(5)]	20162015	0	1	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Delaware/ North Carolina/ Pennsylvania (PAD)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Florida (FLA)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Georgia/ Central & Eastern Tennessee (GEO)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Hawaii (HAW)[(2)]	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1[(2)]
	20182017	1	0	0	0	0	0	1
Idaho/ Oregon/ Washington (PNW)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Louisiana (COR)	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Illinois/ Iowa (Scott County)/ Minnesota/ North & South Dakota/ Wisconsin (MIN)[(2)]	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1[(2)]

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewal	Reacquired by CWNA	Ceased Operations	Outlets at End of Year
Indiana (INA)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Iowa/ Kansas/ Missouri/ Nebraska/ Oklahoma/ N. Texas (NTX)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
~~Maine/ Massachusetts/ New Hampshire/ Vermont (MAS)[5]~~	~~2015~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1[5]~~	~~0~~
	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Maryland/ Virginia/ Washington, DC (MDA)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Michigan /Ohio (OHM)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
~~New Jersey (South) (NJS)[5]~~	~~2015~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1[5]~~	~~0~~
	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
New Jersey (NWJ)[5]	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
~~New York (E. NY & Manhattan) (NYC)[5]~~	~~2015~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1[5]~~	~~0~~
	~~2016~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2017~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
New York (NYS)[5]	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Puerto Rico (PTR)[3]	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
South Carolina (SCR)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Southeast Texas (STX)	20162015	1	0	0	0	0	0	1
	20172016	1	0	0	0	0	0	1
	20182017	1	0	0	0	0	0	1
Totals	20162015	25	0[4]	0	0	0	0[4]	25
	20172016	25	0	0	0	0	1[3]	24
	20182017	24	0	0	0	0	0	24

Notes to Table 3 for Maser Franchises:

1. A single Master Franchise generally includes multiple states, and a few states have more than one Master Franchise with a Master Franchise Territory located within the boundaries of these states.

2. In 2017 CWNA acquired Master Franchises Territories in North Dakota, South Dakota, Minnesota, Wisconsin, Illinois and Hawaii, while pursuing the sale of the Master Franchises to third parties. ~~In 2013, CWNA commenced operating two Master Franchises with Master Franchise Territories in California while pursuing the sale of these Master Franchises to third parties. In 2014, the area north of Los Angeles, California in one of these Master Franchise Territories was transferred to an existing Master Franchisee, and the remainder of this Master~~

~~Franchise Territory was combined with the Master Franchise Territory that CWNA operates while pursuing the sale of this Master Franchise to a third party.~~

3. Due to 2017 Hurricane Maria which damaged Puerto Rico the Unit Franchisee locations had to close and were unable to reopen their business. CWNA has commenced operating the Master Franchise in 2018 while pursuing the sale of this Master Franchise to a third party.

~~3. CWNA commenced operating this Master Franchise in 2013. A portion of this Master Franchise was transferred to an existing Master Franchisee in 2014. This Master Franchise is now considered non-operational since as of end of 2016, there were no longer any operational Unit Franchises located in this Master Franchise Territory.~~

4. ~~Two Master Franchise Agreements for Master Franchise Territories in California were terminated by mutual agreement, and CWNA commenced operating these Master Franchises while pursuing the sale of the Master Franchises to third parties.~~In 2018 CWNA acquired Master Franchises Territories in Montana, Wyoming, Utah and Colorado and commenced operating these Master Franchises while pursuing the sale of the Master Franchises to third parties. Furthermore in 2018, CWNA acquired Master Franchises Territories for the states of Nevada, Arizona and Imperial / San Diego Counties in Southern California. In September 2018 the Master for Florida purchased the territories for the states of Nevada and Arizona.

~~5. In 2014, two Master Franchise Territories that included Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont were combined into one Master Franchise Territory, the entire State of New Jersey was consolidated into one Master Franchise Territory, and the entire State of New York was consolidated into one Master Franchise Territory.~~

TABLE 4
Status of CWNA-Owned Master Franchises(1)
For Years ~~2015 to 2017~~2016 to 2018
(As of 12/31 for each Year)

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Master	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Totals	~~2015~~2016	0	0	0	0	0	0
	~~2016~~2017	0	0	~~2~~0	0	0	~~0~~2
	~~2017~~2018	0	~~2~~0	~~2~~0	0	~~0~~1	~~2~~3

Note to Table 4 for Master Franchises:

5. 1. In 2017 CWNA acquired Master Franchise Territories in North Dakota, South Dakota, Minnesota, Illinois and Hawaii. In 2018 CWNA acquired Master Franchises Territories in Montana, Wyoming, Utah and Colorado and commenced operating these Master Franchises while pursuing the sale of the Master Franchises to third parties. Furthermore in 2018, CWNA acquired Master Franchises Territories for the states of Nevada, Arizona and Imperial / San Diego Counties in Southern California. In September 2018 the Master for Florida purchased the territories for the states of Nevada and Arizona.

~~However, in 2013, CWNA commenced operating two Master Franchises with Master Franchise Territories in California while pursuing the sale of these Master Franchises to third parties. In 2014, the area north of Los Angeles, California was transferred to an existing Master Franchisee, and the remainder of this Master Franchise Territory was combined with the Master Franchise Territory that CWNA operated while pursuing its sale to a third party. This Master Franchise is~~

~~now non-operational. Two Master Franchise Agreements for Master Franchise Territories in California were terminated by mutual agreement in 2015, and CWNA commenced operating these Master Franchises while it pursues the sale of the Master Franchises to third parties.~~

TABLE 5
Projected Master Franchise Openings as of 12/31/1~~7~~8[(1)]
(By 12/31/1~~8~~9)

State[(1)]	Master Franchise Agreements Signed But Not Open	Projected New Master Franchises in Next Fiscal Year	Projected Company-Owned Master Franchise Openings in the Next Fiscal
Total	0	0	0

Note to Table 5:

1. CWNA may offer Master Franchises only in the Direct Franchising Area. The Direct Franchising Area currently includes the states of Louisiana, New Mexico, Kentucky, West Virginia, North Dakota, South Dakota, Minnesota, Wisconsin, Illinois, Hawaii, Utah, Colorado, Wyoming, Montana and certain counties in California and Texas. If CWNA grants a Master Franchise in the Direct Franchising Area, any existing Unit Franchise Agreements for Unit Franchises in these states will be assigned to the applicable Master Franchisee.

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

CWNA currently has five ~~one~~ previously-owned Master Franchise under its control ~~that is~~ for sale. ~~This~~ One Master Franchise is located in ~~southern~~ Orange County California and two others in Santa Clara County and Contra Costa County in California. Another Master Franchise open for purchase is the Rocky Mountain Territory which includes the states of Colorado, Utah, Wyoming and Montana. Also open for purchase is the states of Louisiana and Hawaii. The Midwest Territory includes the states of North Dakota, South Dakota, Minnesota, Wisconsin and Illinois is also open for sale. ~~was operated by the Master Franchisee from 2009 until 2013 when the Master Franchise was terminated by CWNA.~~

Contact information for current Master Franchisees, as well as for Master Franchisees who are terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under their Master Franchise Agreement during the last fiscal year or have failed to communicate with us within the 10 weeks before this Disclosure Document issuance date, is attached as Exhibit D-1 to this Disclosure Document.

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 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~~ eight Unit Franchisees ~~elected for three year terms by the Unit Franchisees~~ in each of five regions in the United States and two Master Franchisees approved ~~appointed~~ by CWNA. To be eligible ~~to be elected to~~for 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.

MASTER FRANCHISEES SHOULD CONSULT WITH COUNSEL IF THEY HAVE ANY FRANCHISEE GROUPS IN THEIR REGIONS.

ITEM 21
FINANCIAL STATEMENTS

Master Franchisee

Our audited financial statements as of _____, 2018~~2017~~, _____, ~~2016~~ 2017 and _____, ~~2015~~2016, and for each of the three fiscal years in the period ended _____, ~~2017~~2018, are attached to this Disclosure Document as Exhibit B-1.

Our fiscal year end is _____.

CWNA

CWNA's audited financial statements as of December 31, 2018~~2017~~, December 31, ~~2016~~ 2017 and December 31, ~~2015~~2016, and for each of the three fiscal years in the period ended December 31, ~~2017~~2018, 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:	Unit Franchise Agreement
Exhibit A-2:	Multi-Unit Agreement
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
TO DISCLOSURE DOCUMENT

UNIT FRANCHISE AGREEMENT

CARTRIDGE WORLD®
UNIT FRANCHISE AGREEMENT

_____
Master Franchisee Name(s)

_____
Unit Franchisee Name(s)

_____
Unit Franchise Agreement #

_____
Location (City/State)

_____
Effective Date

CARTRIDGE WORLD®
UNIT FRANCHISE AGREEMENT

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Exhibits to Unit Franchise Agreement:

Exhibit A-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 Acknowledgment 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 A-1), by and between **MASTER FRANCHISEE** (referred to as "we," "us," "our," or "Master Franchisee") as described in Exhibit A-1 and **UNIT FRANCHISEE** (referred to as "you," "your," or "Unit Franchisee") as described in Exhibit A-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**") has been granted the right to use and license others to use and sublicense a format and system (the "**System**") for the establishment and operation of CARTRIDGE WORLD businesses that sell products and services related to the sale of ~~printer (and other) cartridges~~printer 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 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/or its Affiliates (including Cartridge World Global Holdings Co. Limited, Cartridge World Australia Holdings Pty. Ltd., Cartridge World Australia Pty. Ltd. ~~and~~ Cartridge World International, Inc. and Cartridge World Asia, Ltd.), individually, collectively or in any combination as required by the context.

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 trademarks and logos and other forms of commercial identity, training, marketing concepts, furnished guidance~~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 A-1), pursuant to which CWNA granted, and Master Franchisee accepted, the right and obligation to license third parties (such as Unit 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 the geographic area as granted to Master Franchisee under the Master Franchise Agreement.

E. As used in this Agreement, the references to "we," "us," or "our" will include CWNA, if required by the context.

F. You applied for a Franchise to own and operate a Unit Franchise, and your application has been approved by us in reliance on the information you gave us.

G. Without your commitment to the System and to fulfill each of the obligations detailed in this Agreement, we would not form this franchise relationship with you.

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

1. DEFINITIONS

In addition to other terms defined in this Agreement, the following terms will have the following meanings:

1.1 **"Affiliate"** - Any person or entity which controls, is controlled by or is under common control with another person or entity; as to Unit Franchisee, Affiliate also includes any director, officer or owner of any interest in Unit Franchisee (and any entity controlled by any of the foregoing).

1.2 **"Attorneys' Fees"** - Includes, without limitation, legal fees, whether incurred in preparation of the filing of any written demand or claim, action, hearing, arbitration, or other proceeding to enforce the obligations of this Agreement, or during any such proceeding, plus all costs incurred in connection therewith.

1.3 **"Business Entity"** - Includes a corporation, partnership, joint venture, limited liability company, limited partnership, or other form of business recognized in any jurisdiction.

1.4 **"Business Judgment"** - Means ~~that~~ we are allowed to exercise our judgment however we consider appropriate in our sole and absolute discretion, without any limitation. You and we agree that when in this Agreement we describe instances in which we may exercise Business Judgment, we must and do have the unrestricted right to make decisions and/or take (or refrain from taking) actions. We have this right even if a particular decision/action may have negative consequences for you, a particular franchisee or group of franchisees. You understand and agree ~~that~~ the exercise of Business Judgment is critical to our role as a master or unit franchisee, and CWNA as a franchisor, of the System and to our/its goals for its continuing improvement. This is a defined term for the purposes of this Agreement and is not intended to incorporate principles related to the application of the business judgment rule in a corporate law context.

1.5 **"CARTRIDGE WORLD Advisory Group" or "CWAG"** - The advisory group selected (or which may be selected) in accordance with this Agreement, as well as other master and unit franchise agreements with CWNA, which will provide Input to CWNA 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 7.6 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 the System'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 Unit Franchisee, is responsible for the management of your Unit Franchise, and is identified in Exhibit A-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.

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 Guidance ~~Operations Manuals or~~provided or other System requirements.

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

1.13 **"Gross Revenue"** - 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;
D. with respect to, any tenants and/or subtenants of yours on the Premises of the 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.

1.14 **"Immediate Family"** - With respect to any person, "immediate family" includes that person's spouse and/or domestic partner and each of their respective parents, guardians, grandparents, siblings, children, grandchildren, aunts, uncles, cousins, nieces and/or nephews.

1.15 **"Input"** - Advice and suggestions regarding specified matters. When we receive Input from the CWAG or any other franchisee group, we will retain the ultimate decision-making authority and responsibility for all matters for which Input is sought. CWAG (or any other franchisee group) Input, votes or other collective actions will not be binding on us unless we have otherwise agreed in writing. CWAG (or any other franchisee group) approval or consent will not be required as a pre-condition to any decision and/or action we may take, unless we agree otherwise in writing.

1.16 **"Intellectual Property"** - Includes, regardless of the form or medium involved, (i) all CARTRIDGE WORLD Software, including the data and customer information processed or stored thereby; (ii) the ~~Operations Manuals and~~Guidance and all other directives, policies or information we and/or Cartridge World issue from time to time; (iii) all customer relationships and information; (iv) the Marks; (v) all Confidential Information and trade secrets; and (vi) all other proprietary, copyrightable and/or trade secret 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"** – The Master Franchisee, Cartridge World (including 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 the Master Franchisee 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~~Guidance Provided"** - Specifications, standards, policies, procedures and guidelines prescribed by us and/or Cartridge World and published to you via any method or 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, dispute resolution and other provisions contained in Sections 7, 8, 14, 17, 19, 20, 22 and 23 of this Agreement.

1.22 **"Premises"** - The site located in your Territory from which you are granted the right to operate your Unit Franchise.

1.23 **"Products and Services"** - The 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 for sale at a retail and wholesale level to customers and clients by CARTRIDGE WORLD Unit Franchises.

1.24 **"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 Unit Franchisee; (iii) your Unit Franchise; and (iv) any lease or assets associated with any of the foregoing.

1.25 **"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). Our receipt of any Royalties with respect to any Similar Business is not an approval of your involvement with any Similar Business.

1.26 **"Territory"** - The geographic area described in Exhibit A-1.

1.27 **"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.

1.28 **"Travel Expenses" -** All costs incurred for travel, transportation, food, lodging, automobile rental and all other related costs and expenditures.

1.29 **"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, or if converting from Retail Model to Executive Office Model is awarded for a term of five (5) years commencing on the Effective Date and ending on the Expiration Date noted in Exhibit A-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 Unit 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 A-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~~Guidance we provide 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 commencing operating from the Unit Franchise from the 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~~ which 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.

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 3.7 below, and do everything necessary to commence operating the Unit Franchise from the Premises, all within twelve (12) months for Retail and within three (3) months for Executive Office Model 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 for Retail or within three (3) months for Executive Office Model 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.

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) 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 A-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~~Guidance we will provide;

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 obligations incurred prior to our occupancy. You agree to take whatever actions are necessary to accomplish such assignment. If you lose your lease rights to the Premises in connection with any bankruptcy, the lessor will, upon our request, enter into a new lease with us on essentially the same terms as the terminated lease; and

6. Provide that the lessor consents to the use of the Marks and other aspects of the System, as modified from time to time, and give us the right to enter the Premises during normal business hours for purposes of inspection, to take steps to protect the Marks and/or prevent/cure any default.

B. You shall not execute a lease or sublease, or any modification, amendment or renewal thereof, without our prior written consent, which we can grant, condition or withhold in our Business Judgment, as we deem appropriate. When you sign this Agreement, you also will sign the Collateral Assignment of Lease attached as Exhibit D. You agree to obtain the lessor's signature on the Landlord Approval included with the Collateral Assignment of Lease before or at the same time as the lease is signed. You agree to deliver a copy of the signed lease or sublease and the signed Landlord Approval to us within five (5) days after it is signed.

3.3 Design Standards for Your Premises; Designated Equipment.

A. You agree to comply with any standards, specifications and other requirements (the "**Design Standards**") that we furnish you for design, decoration, layout, equipment, furniture, fixtures, signs and other items for your Premises. Any changes from plans provided by us must be submitted to us for our consent, which may be provided in our Business Judgment. Your compliance with the Design Standards does not release you from your obligation to ensure that your Premises are designed and constructed in compliance with all federal, state, and local laws including, without limitation, the Americans with Disabilities Act. You agree to execute and deliver to us an ADA Certification in the form attached to this Agreement as Exhibit E, before you open for business at the Premises, to confirm and certify that your Premises and any proposed renovations comply with the ADA.

B. We will provide a store plan template for the Premises of your Unit Franchise. An architect, contractor, materials supplier or other person hired by you, at your expense, will consult with you in the build out of the Premises to provide space plan suggestions, among other advice, and will facilitate compliance with applicable Design Standards. We will have no authority or control over, or responsibility for, the acts/omissions of any architect, contractor, materials supplier or other persons hired by you and with whom you will have a direct legal and business relationship. You will be responsible for ensuring that your Premises comply with the Design Standards.

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, 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. We shall have the right to grant or to withhold our approval as to any proposed location or relocation of your Premises and, if our approval is granted, you understand that our approval will not be deemed to be a guarantee, representation, or assurance by us 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.~~our guidance. 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 number of Royalty periods that the Unit Franchise was operational if the Unit Franchise was open for less than six (6) Royalty periods).

3.9 **Use of Premises.** You may use the Premises only for the purpose of operating the Unit Franchise and for no other purpose, unless we in our sole discretion approve otherwise.

You shall not co-brand or permit any other business to operate at the Premises or to otherwise operate in conjunction with your Unit Franchise, without our prior written approval.

4. COMPUTER HARDWARE AND SOFTWARE SYSTEMS

4.1 **Required Systems.** You must purchase, use, maintain and update at your expense the software, computer and other systems meeting our specifications, as we may modify them. You will maintain your systems on-line to allow us/Cartridge World access to system data and information. You agree to comply with Cartridge World's then-current Terms of Use and Privacy Policies and any other requirements regarding all computer and other systems, including Internet usage. Supplier and/or licensor charges for use, maintenance, support and/or updates of and to the required systems are payable by you upon demand.

4.2 **No Liability.** Neither we nor any of the Master Franchisee-Related Parties will have any liability and/or obligation (and neither you, nor any of your owners or Affiliates, will make any claims) about any failures, errors or any other occurrences relating to any computer or system hardware or software without an express written warranty from us or Cartridge World, even if the computer or system hardware or software was recommended or specified by us or Cartridge World.

5. TRAINING AND GUIDANCE

5.1 **Training.**

A. You must complete the initial training program to our satisfaction before you will be allowed to commence operating your Unit Franchise. The initial training program is scheduled at our discretion and consists of:

1. classroom training at a location designated by us;

2. on-the-job training conducted at a CARTRIDGE WORLD Unit Franchise or other facilities designated by us; and

3. such other training using the method, on the topics and at the location(s) as may be designated and/or required by us.

B. We can choose to eliminate or shorten training for persons previously trained or with comparable experience. If the Unit Franchise is owned by more than one person or if Unit Franchisee is a Business Entity, then the Designated Individual must successfully complete the initial training program and comply on an ongoing basis with all training requirements. The Designated Individual shall be deemed to be the "Unit Franchisee" and/or the "Manager" for purposes of meeting all training and similar qualifications pursuant to this Agreement. You are solely responsible for the Training Fee set forth in Exhibit A-1, any other training fees, other fees, wages, Travel Expenses and other expenses associated with the attendance by you or your employees (if any) at any training programs, seminars

or meetings. Within fourteen (14) days of your completion of the initial training program, CWNA will reimburse you, as the New Awarded Franchisee Owner, for up to $200.00 of your travel costs, with copies of receipts provided to CWNA. The initial training program will be held at a time and for such period, as we specify in our Business Judgment. You will be responsible for ensuring that each of your Managers is trained to our then-current standards. We can require in our Business Judgment that each of your Managers and/or substituted Designated Individuals attend and complete our initial training program before managing your Unit Franchise or assuming their position, respectively. We will use reasonable efforts to accommodate attendance by Managers and other staff members at initial training programs upon thirty (30) days advance notice from us.

C. You must successfully complete the initial training program to our satisfaction before you open and commence operating your Unit Franchise. If we, in our Business Judgment, determine that you have not successfully completed or are not making satisfactory progress in your initial training, we can either require that a substitute Manager or Designated Individual complete the training or, in the alternative at our discretion, terminate this Agreement.

D. We can require that you, your Designated Individual and/or Manager(s) attend additional and/or remedial training, including national and regional conferences, conventions (including, without limitation, the CARTRIDGE WORLD annual convention), seminars and meetings, as we may reasonably require to correct, improve and/or enhance your operations, the System and its members. We also can require successful completion of training by all of your supervisory personnel. Meetings designated as mandatory by us will be held in North America at a location selected by us or CWNA, and we will provide you with at least thirty (30) days advance written notice thereof. We may elect to charge a reasonable fee for all additional/remedial training. In addition, you may be required by us to pay a fee at the time of the event to offset the cost of a convention program. If you own multiple Unit Franchises, one management-level individual must attend on behalf of each of your Unit Franchises. You are responsible for all other costs of attendance.

5.2 **Guidance and Assistance.** We will provide guidance in the operation of your Unit Franchise. This guidance can be furnished in whatever manner we consider appropriate in our Business Judgment, including electronically, in writing or telephonically, through training programs and/or on-site consultations and/or through representatives of ours and/or Cartridge World, among other methods. We will provide at your request on-site or in-Territory consultations for your Unit Franchise, based on notice, availability of personnel and your payment of related Travel Expenses. No consulting fee will be charged. If we believe in our Business Judgment 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 until operations meet System standards. If we choose to do so, you must reimburse us according to the requirements of Section 16.7 of this Agreement.

5.3 **~~Operations Manuals~~ Guidance Provided.** During the term of this Agreement, we provide you with~~-~~ guidance to you about the operation of your Unit Franchise. This guidance can be furnished electronically, in writing or telephonically, through training programs and/or on-site consultations, and/or through representatives of ours and/or Cartridge World, among other methods, whichever we select. ~~access to the Operations Manuals~~. You will continuously comply, at your sole expense, with all ~~provisions of, and additions/deletions/changes to, the Operations Manuals~~guidance we furnish. Any such additions/deletions/changes will take precedence over all prior communications. ~~You shall not at any time copy, duplicate, record, or otherwise reproduce the Operations Manuals, in whole or in part, nor otherwise make the same available to any unauthorized person.~~ In the event of any dispute as to the contents~~ of the Operations Manuals~~, the terms will be ~~of the master copies of the Operations Manuals~~ maintained by CWNA at its home office shall be controlling. Access to any electronic versions of the ~~Operations Manuals~~ guidance we provide shall also be subject to our reasonable requirements with respect to security and other matters, as described in Section 4 above.

6. MARKS

6.1 **Goodwill and Ownership of Marks.** You have a non-exclusive right to use the Marks and only as expressly authorized by us under this Agreement. Cartridge World has all rights in and to the Marks, and any goodwill thereof. You will not obtain any goodwill in the Marks as a result of this Agreement, your operation of the Unit Franchise or for any other reason. Any unauthorized use of the Marks is a breach of this Agreement and an infringement of our/Cartridge World's proprietary rights. You agree that if you breach any obligation regarding the Marks, we/Cartridge World would have no adequate remedy at law and that we/Cartridge World will be entitled to equitable relief. You will not oppose, or engage in any acts or omissions inconsistent with, our rights in and to the Marks.

6.2 **Limitations and Use of Marks.** You will use the Marks as the sole identification for your Unit Franchise. You will not use any Mark, or modified version or derivative of a Mark, as part of any business or trade name. Prior to adoption and/or use, any proposed corporate, other entity and/or trade name must be approved by us. You agree to promptly comply at your sole expense with any request for you to modify any business or trade name adopted by you that is contrary to this Section. You agree to give such trademark and other notices (including notices of independent ownership) as we direct and will, at your expense, obtain fictitious or assumed name registrations as may be required under law. You will display the Marks as required by us and will not use the Marks so as to negatively affect their goodwill. You will not use any Mark in connection with the performance or sale of any unauthorized services or products or at any location or in any other manner not expressly authorized in writing by us.

6.3 **Infringements and Claims.**

A. You shall promptly notify us of any suspected infringement of, any known challenge to the validity of, or any known challenge to Cartridge World's ownership of or right to use, or Master Franchisee's or your right to use, the

Marks licensed hereunder. You acknowledge that Cartridge World shall have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. Cartridge World shall also have the sole right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

B. If Cartridge World undertakes the defense or prosecution of any administrative proceeding or litigation relating to the Marks, you shall execute any and all documents and do such acts and things as may, in the opinion of counsel for Cartridge World, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action. Except to the extent that such administrative proceeding or litigation is the result of your use of the Marks in a manner inconsistent with the terms of this Agreement, Cartridge World agrees to reimburse you for your out-of-pocket costs in doing such acts and things, except that you shall bear the salary costs of your employees, and Cartridge World shall bear the costs of any judgment or settlement. To the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of this Agreement, you shall reimburse Cartridge World for the cost of such litigation, including Attorneys' Fees, as well as the cost of any judgment or settlement.

6.4 **Discontinuance of Use of Marks.** You agree to comply at your expense with any directions from us to discontinue, modify, substitute or add Marks. We cannot and do not make any guaranty that a modification, discontinuance or otherwise will not be required for any reason. In such event, neither we nor Cartridge World will have any liability or obligation to you. You agree to make no claim in connection with any modification, discontinuance or other action, and/or with any dispute regarding the Marks against us and/or Cartridge World. There is always a possibility that there might be one or more businesses using a name and/or marks similar to the Marks and with superior rights.

7. RELATIONSHIP OF PARTIES; INDEMNIFICATION

7.1 **Independent Contractor.** You will always identify yourself to all persons and in all dealings of your Unit Franchise as an independent owner under a CARTRIDGE WORLD Franchise, clearly indicating that your Unit Franchise is separate and distinct 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~~ the guidance we provide~~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 will not have any right, obligation or responsibility to hire, fire, control, supervise or your employees, agents or independent contractors. 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 on these subjects. You acknowledge and agree that all personnel decisions will be made by you, without any influence or advice from us, and such decisions and actions will not be, nor deemed to be, a decision or action of us.

7.4 **No Liability for Acts of Other Party.** You will not represent that your and our relationship is other than that of independent franchise relationship. 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.

7.5 **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).

7.6 **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, omission, negligence and/or wrongdoing by you or your employees, even if there is a claim that we or 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 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.

7.7 **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.**

7.8 **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~~Guidance we provide to you, 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 term of this Agreement, you agree: (i) to maintain the confidentiality of the Confidential Information; (ii) not to make or distribute, or permit to be made or distributed, any unauthorized copies of any portion of the Confidential Information; and (iii) to implement all prescribed procedures for prevention of unauthorized use or disclosure of the Confidential Information.

C. You agree to disclose to us all ideas, concepts, methods, techniques and products conceived or developed by you, your Affiliates, owners, employees, contractors or agents during the term of this Agreement relating to the development and/or operation of the Unit Franchise. You hereby grant to CWNA, and agree to procure from your Affiliates, owners or employees, a perpetual, non-exclusive, and worldwide right to use any such ideas, concepts, methods, techniques and products in all businesses operated by CWNA or its Affiliates, franchisees and designees. We shall have no obligation to make any payments to you with respect to any such ideas, concepts, methods, techniques or products. You agree that you will not use or allow any other person or entity to use any such concept, method, technique or product without obtaining our prior written approval.

D. You agree to have each of your employees, agents, principals and Affiliates sign a form of confidentiality agreement provided by us or otherwise approved by us. You will give us copies of your confidentiality agreements upon request.

8.2 Non-Compete Covenants.

A. In-Term Restrictions: During the term of this Agreement, neither you, nor any Designated Individual or Affiliate of yours, nor any shareholder, owner, member or partner of yours (if you are or become a Business Entity), nor any Immediate Family member of any of the foregoing will: (in accordance with state laws and regulations see BPC Sections 16600-17365)

1. have any direct or indirect interest in or connection with any Similar Business or any entity awarding franchises or licenses or establishing joint ventures or other business enterprises for the operation of Similar Businesses anywhere; or

2. perform any services anywhere as an employee, agent, representative or in any capacity of any kind for any Similar Business or for any entity awarding franchises or licenses or establishing joint ventures to operate Similar Businesses; or

3. employ or try to employ any employee of ours, of a Master Franchisee-Related Party or of any other CARTRIDGE WORLD unit franchisee or master franchisee, without providing notice to the respective employer and obtaining their prior written consent; or

4. transfer, assign, sell, gift, pledge, surrender control or grant any ownership or other interest in the assets of the Unit Franchise to any Similar Business or to any entity awarding franchises or licenses or establishing joint ventures or other business enterprises for the operation of Similar Businesses anywhere.

B. Post-Term Restrictions: For two (2) years after the later of the following events: (i) any Transfer, Repurchase and/or termination of this Agreement (regardless of the cause for termination); (ii) the expiration of this Agreement (if a renewal Franchise or renewal term is not granted); and/or (iii) a final order of duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section 8.2.B, all of the persons and entities named in Section 8.2.A above: (Not applicable in the state of California Business and Professions Code see BPC Sections 16600-17365)

1. shall not accept or solicit any person, firm or company that has been a customer of any Unit Franchisee or Cartridge World during the twelve (12)-month period prior to the foregoing events, nor try to divert any such customers from any Unit Franchisee or Cartridge World; and

2. shall be subject to all of the restrictions stated in Section 8.2.A above, with respect to Similar Businesses located, and/or services performed, in the Non-Compete Area of any CARTRIDGE WORLD Unit Franchise then operating in the United States, including the Unit Franchise operated by you under this Agreement. A "**Non-Compete Area**" shall be (i) the circular area within a radius of ten (10) miles from the front door of your Premises and the Premises of any other CARTRIDGE WORLD Unit Franchise; and (ii) the territory defined in a CARTRIDGE WORLD Unit Franchise Agreement, Master Franchise Agreement or other territorial agreement. (see BPC Sections 16600-17365)

C. You and we have expressly bargained and agreed that it is your obligation under this Agreement to ensure the compliance of each of the persons identified in Section 8.2.A with the restrictions described in this Section 8.2. The foregoing notwithstanding, we shall use reasonable judgment in evaluating whether or not the conduct of an Immediate Family member warrants our exercising any rights under this provision, considering your actual relationship to such member and his/her activities, among other factors. The restrictions of this Section do not apply to the ownership of shares of a Similar Business (of a class of securities listed on a stock exchange or traded on the over-the-counter market) that represent less than three percent (3%) of the number of shares of that class issued and outstanding.

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 unit franchisee's non-compliance with these restrictions would damage you, us and other CARTRIDGE WORLD unit 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 unit 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. You understand

and acknowledge that we shall have the right to reduce the scope of any restrictions set forth in this Section 8, or any portion thereof, without your consent, effective immediately upon your receipt of written notice thereof; and you agree that you shall comply forthwith with any restrictions as so modified, which shall be fully enforceable notwithstanding the provisions of Section 22.2 below. You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in this Section 8. You agree to pay all costs and expenses (including reasonable Attorneys' Fees) incurred by us 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 A-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 **Training Fee.** A Training Fee in the amount set forth in Exhibit A-1 is fully earned and payable to us when you sign this Agreement. The Training Fee is entirely nonrefundable. The Training Fee will not be payable by you if this Agreement is for the second or third Unit Franchise to be opened by you pursuant to a Multi-Unit Agreement with us.

9.3 **Royalty, Payment Dates.**

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A. You agree to pay us Royalties in each Royalty period as set forth in Exhibit A-2 below. Royalties are to be paid by the tenth (10^{th}) 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.

9.4 **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 (10^{th}) 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.

9.5 **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 9.7, 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.

9.6 **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 otherwise, as a payment against any amounts owed to us. We can exercise any of the foregoing rights in connection with amounts owed to or from us and/or any Master Franchisee-Related Party.

9.7 **Inflation Adjustments/Currency Requirements.** All fixed amounts specified in this Agreement may be adjusted by us annually in our Business Judgment 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 that we designate) as compared to the previous year. We will notify you of any such percentage adjustment. All amounts specified in this Agreement are in U.S. Dollars.

9.8 **Payment Instructions.** You agree to comply with payment instructions for fees owed under this Agreement, ~~as provided in the Operations Manuals~~ or as otherwise instructed by us, including a requirement that payments be made to CWNA or an agent for collection. Neither CWNA nor any such agent will have any responsibility for the performance of our obligations under this Agreement because of any collection activities on our behalf.

10. YOUR CARTRIDGE WORLD FRANCHISE — IMAGE AND OPERATION

10.1 System Compliance, Regular Upgrading.

A. You agree to operate your Unit Franchise in full compliance with the then-current Designated System and the ~~Operations Manuals~~guidance we furnish. You agree to promptly comply at your expense with all then-current requirements, standards and operating procedures relating to every aspect of the Unit Franchise and its operations (including without limitation use of the Designated Equipment,

Products and Services, computer hardware and software and point-of-sale ("**POS**") systems; supplier programs and operating systems; signs, logos, designs and advertising/marketing materials and forms; product packaging; website designs and formats).

B. You must maintain your Unit Franchise at your expense according to all System standards for new Unit Franchises, and promptly undertake all changes as are required by us from time-to-time in our Business Judgment. You will not make any alterations to your Unit Franchise or its operations or appearance as originally approved by us without our prior written approval.

C. You shall require all personnel of the Unit Franchise to dress in the attire specified ~~in the Operations Manuals~~by us during business hours at your sole expense. You shall purchase such attire only from approved suppliers.

D. You must comply with all policies, standards and procedures for ~~your~~you and your employees and other representatives' use of blogs, common social networks like Facebook and ~~MySpace~~, professional networks like Linked-In, live-blogging tools like Twitter, virtual worlds, file, audio and video sharing sites, and other similar social networking media or tools (collectively, "**Social Media**") that in any way references the Marks or involves the Unit Franchise. You and your owners, employees and agents will comply with all of CWNA's policies, standards and procedures for use of any Social Media that in any way references the Marks or involves the Unit Franchise. You will use the CARTRIDGE WORLD Intranet system in strict compliance with the standards, protocols and restrictions that are set forth in the ~~Operations Manuals~~guidance we will provide to you, or otherwise in writing. You, your employees and other representatives will not transmit any confidential information, documents or data via the Intranet site without first encrypting the transmission using the encryption program adopted by CWNA for the Intranet site. You, your employees and other representatives will not make any derogatory, defamatory or libelous statements in any transmission made via the Internet, through the CARTRIDGE WORLD Intranet site or by any other means.

10.2 Designated Equipment, Products, Services and/or Suppliers.

A. Your Unit Franchise must purchase, use and offer such Designated Equipment and Products and Services, as are specified by us and/or Cartridge World from time to time. We may designate a single or multiple suppliers for any given item or service and may concentrate purchases with one or more suppliers in our Business Judgment. Such suppliers may include, and may be limited to, us, our Affiliates, or Cartridge World. We also may develop new products and processes which you may be required to use/implement in the operations of your Unit Franchise. We or an Affiliate can be designated by us in our Business Judgment as an exclusive supplier for any such Products and Services. An exclusive supplier may be designated to help ensure that such Products and Services are of a

uniform, high quality and are uniformly available in all Unit Franchises. You and we agree that the predictability of high quality Products, Product performance and similar factors are of key importance to our target consumers, to building a positive image and reputation for the System and the Marks, and to individual Unit Franchise and System growth. We may delete, substitute, modify or add to the Products/Services/suppliers in our Business Judgment.

B. Designation of a supplier may be conditioned on factors established by us in our Business Judgment including, without limitation, performance relating to frequency of delivery, standards of service, and payment or other consideration to us or parties designated by us. We can approve, or revoke or deny approval, of particular items or suppliers in our Business Judgment.

C. You must purchase all goods and services for your Unit Franchise from suppliers approved by CWNA, unless otherwise permitted ~~or as provided in the Operations Manuals~~by us. You can request the approval of an item, service or supplier by notifying CWNA in writing and submitting such information and/or materials as are requested. You can be required to pre-pay any reasonable charges connected with the review and evaluation of any proposal. You will be notified within a reasonable time of the decision.

D. You will not make any claims against us/Cartridge World with respect to any supplier and/or related products/services, and/or our designation of, or our relationship with, any supplier/products/services. Claims by you with respect to any supplier-related and/or similar matters will be made only against the supplier in question. You will provide us with written notice prior to taking any action in connection with such a claim. We will use diligent efforts to assist you in resolving any disputes with suppliers approved and/or designated by us.

10.3 Purchasing Cooperative. We can require that you join and make required purchases/leases through the CARTRIDGE WORLD purchasing cooperative or other entity designated by us. Such entity may adopt its own bylaws, rules, regulations and procedures, subject to CWNA's consent in its Business Judgment. Your failure to timely pay amounts due to, or comply with the bylaws, rules, regulations and procedures of such cooperative is a breach of this Agreement. We can offset against amounts we owe to you the amount of your unpaid cooperative obligations.

10.4 Compliance with Laws and Ethical Business Practices.

A. You will operate your Unit Franchise in full compliance with all applicable laws, ordinances and regulations. If there is ever a conflict between the requirements imposed under this Agreement and your obligation to comply with applicable laws, ordinances, and regulations, you shall immediately: (i) comply with the applicable law, ordinance, and/or regulation; and (ii) give us written notice explaining the nature and extent of the conflict.

B. We make no representations or assurances as to what (if any) licenses, permits, authorizations or otherwise may be required in connection with your Unit Franchise. It is your sole responsibility to identify and obtain all authorizations necessary to your operation. You agree to maintain high standards of honesty, integrity, fair dealing and ethical conduct in your business activities. You will notify us in writing within five (5) days of the commencement of any proceeding and/or of the issuance of any governmental order or action impacting you and/or your Unit Franchise.

C. You agree to comply and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to anti-terrorist activities including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, you agree not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to your Unit Franchise as may be required by us or by law. You confirm that you are not listed in the Annex to Executive Order 13224, and agree not to hire any person so listed or have any dealing with a person so listed. You are solely responsible for ascertaining what actions must be taken by you to comply with all such laws, orders and/or regulations, and specifically acknowledge and agree that your indemnification responsibilities as provided in Section 7.6 pertain to your obligations hereunder.

D. To the extent you will store, process, transmit or otherwise access or possess cardholder data in connection with the sale of products and services by your Unit Franchise, you will maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards ("PCI DSS"), currently found at www.pcisecuritystandards.org, for the protection of cardholder data throughout the term of this Agreement. You further understand it is responsible for the security of cardholder data in the possession or control of any subcontractors it engages to perform under this Agreement. Such subcontractors must be identified to and approved by us in writing prior to sharing cardholder data with the subcontractor. You will, if we request that you do so, provide appropriate documentation to demonstrate compliance with applicable PCI DSS requirements by you and all identified subcontractors.

10.5 Management and Personnel of Your Unit Franchise; Training.

A. Your Unit Franchise must be personally managed on a full-time basis by a Manager who has successfully completed mandatory training and met our then-current standards. On-site management by you or your Designated Individual is required, unless this requirement is waived in writing by us.

B. You are solely responsible for the hiring and management of the employees of your Unit Franchise, for the terms of their employment and for ensuring their compliance with any training or other employment related requirements established by us from time to time in our Business Judgment.

C. We have the right to deal with the Manager regarding routine operations and reporting requirements. You will ensure that the records for your Managers/supervisors are kept current and available for our review upon our request.

10.6 Insurance.

A. You agree to, at your expense, maintain in force policies of insurance issued by carriers that meet our standards covering various risks, as specified in writing by us from time-to-time and any other insurance coverages required by applicable law. Such insurance policies shall be written by insurance companies licensed and admitted to do business in the state in which the Unit 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. Your 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.

10.8 **Closure.** You must immediately notify us of any closure or cessation of the operations of your Unit Franchise for any reason and submit a plan for re-opening. Any such closure for more than seven (7) days not authorized and/or excused by us shall be a default of this Agreement, entitling us to all remedies available hereunder, at law and in equity. During any closure of the Unit Franchise, you will pay us Royalties for each Royalty period (or portion thereof) that the Unit Franchise is closed. Such Royalties will be based upon the average Gross Revenue and Gross Profit generated by the Unit Franchise during the preceding three (3) Royalty periods (or the number of Royalty periods that the Unit Franchise was operational if the Unit Franchise was open for less than three (3) Royalty periods).

10.9 **Customer Satisfaction, Quality Controls, Etc.** We can institute various programs for auditing customer satisfaction and/or other quality control measures. We can require you to pay for such program costs. You agree to request your customers to participate in any surveys performed by or on behalf of us/Cartridge World, using forms prescribed by us/Cartridge World from time to time.

10.10 **CARTRIDGE WORLD Advisory Group and Selection.** CWNA may elect in its Business Judgment to form a "**CARTRIDGE WORLD Advisory Group**" or "**CWAG**," to provide Input. The CWAG will consist of franchisees in Good Standing, each of whom shall represent the interests of the Unit Franchises in their distinct geographical region (the "**Region**"). CWAG members will be elected for a term or terms by a majority of the Unit Franchises situated in their respective Region. The geographical area of each Region will be established by CWNA, as applicable, in its Business Judgment, with due consideration given to achieving a representative group of Unit Franchises for each Region. The number of Regions and their respective boundaries will be subject to adjustment from time to time to reflect growth and population changes, among other appropriate factors. Each Unit Franchise will be entitled to one vote per Unit Franchise. CWNA and all master franchisees, as applicable, will always have the right to appoint one representative to participate in all CWAG meetings and any other CWAG activities, but such representative will be a non-voting participant. The CWAG may adopt its own bylaws, rules, regulations and procedures, subject to CWNA's consent in its Business Judgment. While it is not required to do so except in those specific instances stated in this Agreement, if CWNA submit any matters for approval to a CWAG and approval is granted, the approval will be binding on you.

11. MARKETING

11.1 Marketing Fund.

A. CWNA has established an advertising, publicity and marketing fund (the "**Marketing Fund**") to promote the System, the Marks and the Unit Franchises. You agree to make a marketing fund contribution as set forth in Exhibit A-1 below (the "**Marketing Fund Contribution**").

The percentage of Marketing Fund Contributions shall be established by CWNA in its Business Judgment, subject to the maximum limitations described above. Such percentage Marketing Fund Contributions will be calculated and payable at the same time and in the same manner as Royalties, including any electronic funds transfer requirements. Such Contributions shall be payable to CWNA, or as otherwise instructed by CWNA. If you fail to pay your Marketing Fund Contribution in accordance with this Agreement, CWNA may deny you access to the benefits under the Marketing Fund. This shall be in addition to any other remedy CWNA may have under this Agreement or any applicable law. CWNA may, on a temporary or permanent basis, delegate management of all or part of the Marketing Fund to us and/or other master franchisees including, but not limited to, contribution collection activities. In such an event, all rights of, and benefits to, CWNA with respect to the Marketing Fund, whether arising under the provisions of this Agreement or otherwise, shall also accrue to us and/or such other entities. If CWNA has delegated or delegates any such management to us, it will have no obligations to you and you will not make any claims against CWNA with respect to such management activities and/or any related matter. To the extent of any such delegation, all such obligations will be ours and/or such other entities' alone.

B. CWNA shall have sole discretion over all matters relating to the Marketing Fund, operational, marketing or any other matter (consistent with its purposes and the provisions of this Agreement). The Marketing Fund may be used for (among other things) product development; signage; creation, production and distribution of marketing, advertising, public relations, lead generation and other materials in any medium, including the Internet and other digital marketing; administration expenses; brand/image awareness campaigns; media; national, regional, local and other marketing programs; activities to promote current and/or future Unit Franchises and the System; agency and consulting services; research, any expenses approved by us and associated with CWAG or other franchisee advisory groups. A brief statement regarding the availability of CARTRIDGE WORLD Franchises may be included in advertising and other items produced using the Marketing Fund.

C. CWNA, we and/or any Master Franchisee-Related Parties 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 that any such compensation must be 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.

D. The Marketing Fund will be accounted for separately and may be used to pay all administrative and other costs of the Marketing Fund related to its activities and purposes and/or as authorized by the relevant Unit Franchise Agreements. All taxes of any kind incurred in connection with or related to the Marketing Fund, its activities, contributions to the Marketing Fund and/or any other Marketing Fund aspect, whether imposed on CWNA, us, Cartridge World, the Marketing Fund or any other related party, will be the sole responsibility of the Marketing Fund. CWNA will prepare financial statements for the Marketing Fund annually, which will be furnished to you upon written request. CWNA can choose that any such statements be audited and any related accounting/auditing costs be paid by the Marketing Fund. Funds in the Marketing Fund must be expended, prior to termination of the Marketing Fund, only for the purposes authorized by the relevant agreements. 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 agreements.

E. Financial management of the Marketing Fund will be CWNA's sole responsibility. CWNA can in its Business Judgment do any of the following:

1. compensate us and/or any Master Franchisee-Related Party for salaries, administrative costs, overhead and other expenses incurred in Marketing Fund related programs and activities including, but not limited to, production, research, insurance, and collection expenses, as well as any legal expense related to the activities and purposes of the Marketing Fund (consistent with the provisions of this Agreement);

2. charge the Marketing Fund for Attorneys' Fees and other costs related in any way to claims against us and/or any of the Master Franchisee-Related Parties regarding the Marketing Fund. However, CWNA shall reimburse the Marketing Fund for any Attorneys' Fees and/or costs paid by the Marketing Fund in connection with any action in which CWNA is finally found to have acted unlawfully or to be guilty of wrongdoing with respect to the Marketing Fund;

3. spend in any fiscal year an amount greater or less than the aggregate contributions to the Marketing Fund in that year, and the Marketing Fund may borrow from CWNA or other lenders to cover deficits of the Marketing Fund or cause the Marketing Fund to invest any surplus;

4. collect for remission to the Marketing Fund any advertising or promotional amounts offered by any supplier based upon franchisee purchases. Any such contributions, whether or not made with respect to

purchases by you, will not count toward your required Marketing Fund Contributions;

5. pay the advertising, marketing, public relations and related costs involved in any co-branding, dual franchising or other such multi-sponsor programs;

6. revise marketing and other programs, and/or make expenditures from the Marketing Fund, to take account of cultural and other differences (and/or CWNA can delegate management of a portion of the Marketing Fund in connection therewith);

7. defer, waive and/or compromise claims for current/future contributions to, and/or claims against or with respect to, the Marketing Fund and fund the same with the Marketing Fund;

8. take legal or other action against any franchisee in default of their obligations to the Marketing Fund;

9. merge the Marketing Fund with any marketing fund otherwise established for Unit Franchises for use as described in this Section 11.1, so long as the restrictions of the relevant Unit Franchise Agreement(s) continue to apply to contributions made by franchisees under such arrangements;

10. maintain Marketing Fund assets in one or more accounts designated as "trust accounts" for purposes of protecting such assets from claims of third-party creditors, (however, such action shall not be deemed to create any "trust," "fiduciary relationship" or similar special arrangement);

11. incorporate the Marketing Fund or operate it through an entity separate from CWNA, which is subject to all rights and duties of CWNA relating to the Marketing Fund; and

12. take such other actions in connection with the Fund as CWNA considers to be appropriate and as are consistent with the provisions of this Section 11.1.

F. You acknowledge and agree that we have no obligation to ensure that expenditures by the Marketing Fund are or will be proportionate or equivalent to contributions to the Marketing Fund by Unit Franchises operating in any geographic area, or that any Unit Franchise will benefit directly, indirectly or in proportion to its contribution to the Marketing Fund. We have no obligation to cause other Unit Franchises to contribute to the Marketing Fund or engage in local marketing, and we can permit a unit franchisee to make direct advertising expenditures in place of contributions to the Marketing Fund. You understand that some CARTRIDGE WORLD unit franchisees may have Marketing Fund obligations that are different from yours, if any. However, all CARTRIDGE

WORLD unit franchises owned by 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 can deny access to any and all programs and/or materials created by, and benefits of, the Marketing Fund to you and to any unit 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 A-1 each calendar month for local advertising and promotion of your Unit Franchise ("**Local Advertising Expenditures**"), subject to the additional grand opening advertising expenditure requirements provided for in Section 3.1.D above. You agree to submit, upon our request, verification of your Local Advertising Expenditures in a form prescribed by us in our Business Judgment. Appropriate Local Advertising Expenditures may include, but are not limited to, may include traditional and online media such as: TV, radio, print, direct mail, telemarketing, outdoor, interactive/multimedia, search engine marketing/optimization, pay per click, social media marketing and management, lead generation activities, business network marketing and other advertising that meets the current System standards set forth in the ~~Operations Manuals~~guidance and training we will provide to you. The value of discounts, coupon redemptions, products or services given without charge, salaries and expenses of any of your employees, or any charitable, political, or other contributions or donations, shall not be considered to meet your Local Advertising Expenditures 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 at any time in our Business Judgment. We can require that a brief statement regarding the availability of CARTRIDGE WORLD Franchises is included in advertising used by you and/or that brochures regarding purchase of CARTRIDGE WORLD Franchises are displayed at the Premises or made available to the general public in connection with the Unit Franchise.

C. You agree to comply with the ~~Operations Manuals~~guidance and training we provide and any other specifications we give to you regarding your use of the Internet or other electronic media in connection with your Unit Franchise including, but not limited to, any requirement that any such use be only through us, and/or a designated Internet/Intranet service provider (which can be us or an Affiliate), and/or that all web pages related to your Unit Franchise be accessed through a designated site and/or meet specifications. You agree that you will not establish and/or maintain without our prior written consent any independent website, domain name, email address or other such presence for use in connection with your Unit Franchise and may not use any Marks in connection with any of the foregoing.

D. A CARTRIDGE WORLD Internet/Intranet system has been implemented to enhance communications by and among CARTRIDGE WORLD network members, to help support various system maintenance services, and to permit the efficient and economic delivery of a variety of information, such as ~~Operations Manuals~~guidance, System bulletins, marketing materials, financial data, reporting information, technical instructions, etc. You agree to participate in any such Intranet/Internet activities as required from time to time, and to maintain the necessary hardware, software, POS systems, equipment, high-speed Internet service and other items as we require to enable you to do so on an ongoing basis at your expense. You agree to pay by credit card, bank auto draft, or other method required by us, a then-current Operations Fee to support such systems and programs. The Operations Fee is subject to adjustment by us based upon product/service vendor price increases and/or the formula provided in Section 9.6 above. In addition to any other rights and remedies we may have, if you are not in Good Standing, we may limit or suspend your access to and/or use of systems and programs related to the Operations Fee including, but not limited to, your POS system operation, until any defaults by you are cured or we are otherwise satisfied, and you return to Good Standing.

11.4 **Marketing Co-ops.** CWNA can elect in its Business Judgment to form any regional association(s) of CARTRIDGE WORLD unit franchisees to conduct various marketing-related activities on a cooperative basis (a "**CWMC**"). If a CWMC is formed covering your area, then you must join and actively participate. You may be required to contribute such amounts as are determined from time to time by the CWMC. Contributions will be established on a per Unit Franchise basis. The CWMC can adopt its own bylaws, rules, regulations and procedures, subject to CWNA's consent in its Business Judgment. Any failure to timely pay amounts due to, or to comply with the bylaws, rules, regulations and procedures of, the CWMC shall be a breach of this Agreement. The amount of your

unpaid CWMC obligations can be offset against amounts owed to you. While it is not required to do so except in those specific instances stated in this Agreement, if CWNA submit any matters for approval to a CWMC and approval is granted, the approval will be binding on you.

12. RECORDS AND REPORTING

12.1 Bookkeeping, Accounting and Records, Cash Register, Computer and Other Systems. You must obtain and maintain at your sole expense accounting, sales, reporting and records retention systems conforming to any requirements prescribed by us from time to time, including any such electronic systems with on-line access for us. Such systems may include, but are not limited to, electronic cash register, computer and point-of-sale systems, and software programs, and may have components only available from us, a Master Franchisee-Related Party and/or designated suppliers. We reserve the right to use in our Business Judgment, and to have full access to, all cash register, computer and any other systems, and the information and data they contain. We can charge a reasonable fee for the license, modification, maintenance or support of software or any other goods and/or services that we furnish to you in connection with any of the systems.

12.2 Reports, Financial Statements and Tax Returns.

A. You will provide to us an annual business plan by December 31 of each year and such other information regarding the sales and operation of your Unit Franchise in such form and format as we specify from time-to-time in our Business Judgment. Such information may be obtained through a variety of methods, including direct on-line access, facsimile transmissions and written copies. Current information requirements include, but are not limited to, the following, and are subject to change by us:

1. Sales and operations reports for each Royalty period, which are due at the same time as the corresponding Royalty payment;

2. Within forty-five (45) days after the end of each fiscal year, an unaudited fiscal year-end balance sheet, income statement/profit and loss statement, and cash flow statement for your Unit Franchise, prepared in accordance with generally accepted accounting principles, and verified and signed by you; and

3. Retention of all records of or relating to your Unit Franchise, including all income, sales and other tax returns, for the term of this Agreement and one year thereafter.

B. You agree to provide such other data, information and supporting records for your Unit Franchise as we reasonably may request from time to time including, without limitation, copies of your Unit Franchise's state sales tax returns and those portions of your income tax returns relating to your Unit Franchise. We reserve the right to require you to provide us at your expense with an annual audited

financial statement prepared by a certified public accountant upon a reasonable belief by us that such statements are required to help ensure reporting accuracy.

13. INSPECTIONS AND AUDITS.

13.1 Our Inspections. We and our agents will have the right, at any time during business hours, and without prior notice to you, to: (i) inspect the operations and the appearance of your Unit Franchise and related activities and items and record the same; (ii) remove samples for testing and analysis; (iii) interview personnel; (iv) interview customers; and (v) conduct inventories. You agree to cooperate fully in connection with such matters. We may require you or an individual we designate to meet at our principal business address or other location we specify, for the purpose of discussing and reviewing your Unit Franchise's operations, financial performance and other matters.

13.2 Audit. We and our agents will have the right at any time during business hours, and without prior notice to you, to inspect and/or audit business records relating in any way to your Unit Franchise and the files, books and records of any person(s), corporation or partnership which holds or owns, does business with (such as a supplier, creditor or other similar relationship), or is employed at or by the Unit Franchise. Such business records may include, but are not limited to, bookkeeping and accounting records, sales and income tax records and returns, cash register tapes, invoices, and deposit receipts. Our right to audit includes the right to access all cash registers, computers and other equipment by electronic means. You will cooperate fully with such an audit. Notwithstanding any provision to the contrary in this Agreement or otherwise, our audit rights will continue in effect for two (2) years after the Repurchase, termination/expiration of this Agreement, or any Transfer. Our failure to exercise any rights to conduct an audit will not act as a waiver of any rights or constitute a lack of diligence for purposes of the delayed discovery doctrine or otherwise.

13.3 Understatements. If any inspection or audit discloses an understatement of Gross Revenue and/or Gross Profit, you must pay to us the Royalties and Marketing Fund Contributions due on the understated amount, plus interest, from the date originally due until the date of payment. We can require you to reimburse us for the cost of the inspection or audit including, without limitation, the charges of any independent accountants, and related Travel Expenses and per diem charges for our and their employees, if: (i) any inspection or audit is necessary because of your failure to timely furnish required information/reports; or (ii) Gross Revenue/Gross Profit is understated for any period by more than two percent (2%). In addition to all other remedies and rights of ours hereunder or under applicable law, we may terminate this Agreement if: (a) Gross Revenue/Gross Profit is understated for any period by more than five percent (5%); or (b) any understatement is determined by us to be intentional.

14. TRANSFER

14.1 Transfers by Us.

A. Subject to the Master Franchise Agreement, we shall have the right, without notice to or consent by you, to transfer or assign this Agreement and all or any part of its rights or obligations under this Agreement to any person or legal entity, and any assignee of yours shall become solely responsible for all our obligations under this Agreement from the date of assignment.

B. On any Repurchase, termination or expiration of the Master Franchise Agreement, or written notice by CWNA to you that we committed a default of the Master Franchise Agreement or of CWNA's election to receive direct payment, you will (1) pay to CWNA or its nominee all amounts owed or to be owing, and submit all reports due or to become due, under this (and/or any other) Agreement and (2) allow to be assigned to CWNA (or its nominee) this Agreement and any other agreement between us and you (or any Affiliate of yours). You hereby award to CWNA a power of attorney authorizing CWNA to execute any and all such assignments.

C. You agree that neither we nor any Master Franchisee-Related Party will have any liability to you resulting from our entering into any transactions permitted hereunder.

14.2 Transfers by You.

A. The rights and duties created by this Agreement are personal to you (or your owners, if Unit Franchisee is a Business Entity). We have awarded the Franchise relying on the individual integrity, ability, experience and financial resources of you or such owners. Therefore, neither this Agreement, the Franchise, Unit Franchisee or your Unit Franchise (nor any ownership or other interest in, or the assets of, any of them) can be transferred without our prior written approval. Any transfer or attempted transfer without our prior written approval is null and void, and a breach of this Agreement.

B. The term "**Transfer**" includes (but is not limited to) any voluntary or involuntary assignment, sale, gift, pledge or any grant of any ownership, security or other interest (whether partial or whole, or direct or indirect), by you (or your owners, if Unit Franchisee is a Business Entity). A Transfer also includes the following events: (i) any transfer of ownership of capital stock or any partnership or similar interest in Unit Franchisee; (ii) any merger, consolidation or issuance of additional securities representing an ownership interest in Unit Franchisee; (iii) any sale of voting stock of Unit Franchisee or of any security convertible to voting 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 expand upon, or provide more details related to, these conditions in our sole and absolute discretion in the ~~Operations Manuals~~ guidance we provide or otherwise in writing.

1. You must be in compliance with this Agreement, and ~~the Operations Manuals,~~ all other agreements between you and us (including any of our respective Affiliates), and all leases or 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 unit 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). 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~~guidance provided 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 unit franchisees. The transferee will be responsible for all Travel Expenses and training costs, including the then-applicable Training Fee as set forth in Exhibit A-1; 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 its term, or (ii) execute our then-current form of Unit 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 Unit Franchise Agreement shall be for the full term generally awarded to new unit 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 A-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 (see BPC Section 16600-17365). We shall be named a third party beneficiary of such agreement; and

13. We can (but are not required to) withhold or condition our consent to any Transfer in our Business Judgment, particularly if we believe that the terms of Transfer jeopardize the economic viability of the Unit Franchise or based on other circumstances of the Transfer, and/or if we would not normally directly award a Franchise in such a situation; and

14. We may, but are not required to, refer to you a prospect(s) for the possible purchase of your Unit Franchise. You agree to pay to us a referral fee

equal to ten percent (10%) of the total and final purchase price for your Unit Franchise (or any interest therein), if your Unit Franchise (or any interest therein), is transferred to such a prospect. The fee calculation shall be based upon the total purchase price, regardless of whether or not you actually receive the full purchase price at closing (e.g., regardless of any financing by you, notes payable, negotiated payment installments, etc.). We must receive the referral fee in cash at or prior to closing as a pre-condition to the effectiveness of any consent to transfer from us. You agree to comply with the then-current provisions in the ~~Operations Manuals~~ guidance provided and/or other written requirements established by us regarding processing prospect referrals and other matters relating to any prospect referral program operated by us.

B. You agree that we may (but are not required to) discuss with you and/or the proposed transferee all matters related to any Transfer and/or proposed Transfer at any time which we consider to be appropriate in our Business Judgment without liability (including our opinion of the terms of sale, performance of your franchise, etc.). You expressly consent to any such discussions by us.

C. Neither you nor any transferee shall rely on us to assist in the evaluation of the terms of any proposed Transfer. You acknowledge and agree that an approval of a proposed transfer shall not be deemed to be an approval of the terms, nor any indication as to any likelihood of success or economic viability.

14.4 Additional Conditions for Transfer to Business Entity.

A. We will consent to a Transfer from you to a Business Entity owned by you and formed for the sole purpose of operating the Unit Franchise if the conditions described in Section 14.3 above, and the following conditions are met. Such a Transfer will not relieve you of the Post-Termination Provisions of this Agreement. You will remain jointly and severally liable to us for your and the Business Entity's obligations.

1. The Business Entity's stock certificates (and/or other applicable evidences of ownership and all documents of formation/governance) must recite that any ownership interest in the Business Entity is restricted by the terms of this Agreement; and

2. You must have (and continue to maintain) management control and ownership of at least fifty-one percent (51%) of the Business Entity and personally manage its affairs; and

3. The individual Unit Franchisee (or, if Unit Franchisee is a partnership, at least one of the partners) must be and remain the chief executive officer, chief operating officer or chief financial officer and meet our then-current training requirements. If Unit Franchisee is or becomes a corporation, limited liability company, partnership or other Business Entity, the chief

executive officer, chief operating officer or chief financial officer of such entity must always meet all of our then-current training and other standards; and

4. The transferee must enter into an approved form of assignment in which the Business Entity assumes all of Unit Franchisee's obligations under this Agreement and any other agreements with us and/or a Master Franchisee-Related Party, and any other documents we can require as provided in Section 14.3.A.7 above. If the assignment is to a Business Entity wholly-owned by you, we will waive the transfer fee stated in Section 14.3.A.9 above, but we may in our Business Judgment require you to pay a reasonable administrative services fee of Five Hundred Dollars ($500) for any such assignment occurring more than one hundred twenty (120) days after the Effective Date of this Agreement; and

5. All current and future owners of the Business Entity must agree in writing to comply with this Agreement and any other agreements with us and/or any Master Franchisee-Related Parties. We can at our option and in our Business Judgment require any and all owners to jointly and severally guarantee (in a written form approved by us) any such obligations of the Business Entity under any such agreements. The current approved form of Continuing Personal Guarantee is attached as Exhibit B to this Agreement; and

6. We can require that each of the present and/or future owners, shareholders, directors, and/or officers execute confidentiality and non-competition agreements with terms substantially similar to those described in Sections 8.1 and 8.2, respectively; and

7. In any event, we can withhold or condition our consent to any Transfer as we deem appropriate in our Business Judgment, based on the circumstances of the Transfer or otherwise.

14.5 Death or Disability of Unit Franchisee.

A. If Unit Franchisee, or if the owner of Unit Franchisee with a controlling interest, dies or is permanently disabled, then his or her interest in this Agreement, the Unit Franchise and/or Unit Franchisee shall be transferred to a third party subject to all of the provisions of this Section 14. A "permanent disability" occurs if you are not able to personally, actively participate in the management of your Unit Franchise for six (6) consecutive months. Any Transfer under this Section shall be completed within six (6) months after the date of death or permanent disability. If no Transfer occurs, the Franchise will automatically terminate at the end of such period, unless a written extension is granted by us in our Business Judgment.

B. We can (but are not required to) operate your Unit Franchise on your behalf and at your expense in the event of your death, disability or absence. We can pay

ourselves a reasonable amount for our management services and other costs. We will use reasonable efforts and business judgment in managing the business, but will in all cases be indemnified by you (and/or your estate) against any costs and/or liabilities related in any way to our management and the operation of your Unit Franchise. We are expressly authorized by you to manage in good faith and on terms that we consider appropriate in our Business Judgment, including payment of any past, current and/or future obligations to us or to any other creditor out of assets and/or revenues of your Unit Franchise.

14.6 **Acknowledgement of Restrictions.** You acknowledge and agree that the restrictions on Transfers imposed herein are reasonable and necessary to protect the System and the Marks, as well as our reputation and image, and are for the protection of us, you and all other unit franchisees that own and operate CARTRIDGE WORLD Unit Franchises and Master Franchises. Any Transfer permitted by this Section 14 will not be effective until we receive a completely executed copy of all Transfer documents and we consent to the Transfer in writing. Any Transfer or attempted transfer without our prior written approval is null and void, and is a breach of this Agreement.

14.7 Transfer to Similar Business Prohibited. ***You and your owners will not Transfer this Agreement, the Franchise, Unit Franchisee or your Unit Franchise (or any ownership or other interest in, or the assets of, any of them) to any person or Business Entity that directly or indirectly owns, operates, franchises, develops, consults with, manages, is involved in, or controls any Similar Business. If we refuse to permit a Transfer under this provision, then the only remedy you and your owners will be to have a mediator or arbitrator determine whether the proposed transferee owns, operates or is directly or indirectly involved in a Similar Business.***

14.8 **Effect of Consent to Transfer.** Our consent to a Transfer is not a waiver of any claims we may have against you, and you are not relieved of any obligations to us or any Master Franchisee-Related Parties, unless you have an express written release signed by us. Your obligations under the Post-Termination Provisions will survive any Transfer of this Agreement. Any dispute regarding any proposed or completed Transfer will be resolved through the dispute resolution provisions of this Agreement. Neither we nor any Master Franchisee-Related Parties will have any liability to you or any proposed or actual transferee in connection with our examination and/or possible consent or withholding of consent involving any Transfer or proposed Transfer, or our exercise of any right of ours, which is consistent with this Agreement. You agree to indemnify and hold us harmless from any liability to you, the proposed transferee or otherwise.

14.9 **Securities Offers.** If Unit Franchisee is a Business Entity, all materials for an offering of stock or partnership interests in Unit Franchisee or any Affiliate under any applicable federal or state law shall be submitted to us for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering shall be submitted to us for such review before their use. No such offerings shall imply (by use of the Marks or otherwise) that we are participating in an underwriting, issuance, or offering of the securities of Unit Franchisee or Unit Franchisee's Affiliates; and our review of any offering shall be limited solely to the relationship between us and

Unit Franchisee and any Affiliates, if applicable. We may, at our option, require the offering materials to contain a written statement prescribed by us concerning the limitations stated in the preceding sentence. Unit Franchisee (and the offeror or, if not Unit Franchisee), its owners, and all other participants in the offering must fully indemnify Master Franchisee-Related Parties in connection with the offering. For each proposed offering, Unit Franchisee shall pay us a non-refundable fee of Ten Thousand Dollars ($10,000) or such greater amount as is necessary to reimburse us for our reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering. Unit Franchisee shall give us written notice at least thirty (30) days before the date that any offering or other transaction described in this Section commences. Any such offering shall be subject to our prior written consent and right of first refusal as provided herein.

14.10 Right of First Refusal.

A. We have a right of first refusal regarding any proposed Transfer subject to this Agreement. With each proposed Transfer, you will provide us with a true and complete copy of the offer received by you (and any ancillary agreements), and the conditions to Transfer described in Sections 14.3 and 14.4, as applicable, will be met. The offer and the price and terms of purchase must apply only to an interest in this Agreement, the Franchise, your Unit Franchise or Unit Franchisee (or any ownership or other interest in, or the assets of, any of them). Any value attributable to the goodwill of the Marks, the System elements, Confidential Information or any other assets, tangible or intangible, related to the Marks and System will be excluded from the purchase price.

B. We will give you written notice of our decision to exercise our right of first refusal within fourteen (14) days from the date of our receipt of the offer and ancillary documents. If any of the assets to be purchased do not meet the standards we then apply to new Unit Franchises, or if you are in default, we can require that the Unit Franchise be brought into compliance and any defaults cured before the fourteen (14)-day period begins. We can substitute cash for any form of payment proposed in such offer and will have a reasonable period of time in which to prepare for the close of the transaction, generally sixty (60) days. We will be entitled to purchase any interest subject to all Customary Representations, Warranties and Agreements. We can require that the closing of the sale be through an escrow. You and we will comply with any applicable bulk sales and/or similar laws, and you will maintain all insurance policies until the date of closing. We will have the right to set off against any amount of money payable by us all amounts due from you and/or your Affiliates to us and/or our Affiliates. We will also have the right, in our Business Judgment, to pay any amount otherwise payable to you directly to your creditors in satisfaction of your obligations. If you violate any of your obligations that expressly or by their nature survive this Agreement, we will not be obligated to pay any amount otherwise due or payable to you thereafter. In connection with such purchase, you and each transferor (and your respective Affiliates) will sign a General Release.

C. If we do not exercise our right of first refusal, you or your owner can complete the sale to such purchaser on the exact terms of such offer, subject to the conditions of this Section 14. If there is a material change in the terms of the sale, we will have an additional right of first refusal on the same terms and conditions as are applicable to the initial right of first refusal. Our rights under this or any other Section are fully assignable without your approval.

14.11 Right to Repurchase.

A. We have a right, but not an obligation, to repurchase your Unit Franchise and the assets of your Unit Franchise (the "**Repurchase**"). We may exercise this right in our Business Judgment by giving you written notice at any time during the term of this Agreement and on or within one hundred twenty (120) days of termination or expiration thereof.

B. The Repurchase price shall be established subject to the following limitations. If you and we are unable to agree on the Repurchase price, then the fair market value will be determined by an independent appraiser selected by you and us and subject to the limitations provided herein. If you and we are unable to agree on an appraiser, you and we will each select one appraiser, who together will select a third appraiser. The fair market value will be deemed to be the average of the three (3) independent appraisals. All sales transfer and/or similar taxes are to be paid by you. Any going concern value of your Unit Franchise shall be factored into the Repurchase price, but in no event will the Repurchase price include:

1. any goodwill or other monetary factor for the Marks, System elements, Confidential Information or any other assets, tangible or intangible, which are proprietary to us and/or Cartridge World; and/or

2. any assets which are not bona fide assets integrally related to the operation of your Unit Franchise and which are excluded from the purchase by us in our Business Judgment.

C. Pending the closing of such a Repurchase, we will have the right to appoint a Manager to maintain the operation of your Unit Franchise. You will forever indemnify and hold us harmless against all obligations incurred in connection with the Unit Franchise prior to purchase. You will furnish us with a complete list of accounts unpaid by you within ten (10) days of our notice of intent to exercise this option. We may (but are not required to) pay these unpaid bills directly to the parties owed and deduct them from the purchase price in lieu of paying such portion of the purchase price directly to you.

D. The post-term restrictions described in Section 8.2.B above, and elsewhere in this Agreement will be continuing obligations of yours. We shall receive all Customary Representations, Warranties and Agreements from you, your owners and your Affiliates in connection with any such Repurchase. We can require that

the closing of the sale be through an escrow. You and we will comply with any applicable bulk sales and/or similar laws, and you will maintain all insurance policies until the date of closing. We will also have the right, in our Business Judgment, to pay any amount otherwise payable to you directly to your creditors in satisfaction of your obligations. If you violate any of Post-Termination Provisions, we will not be obligated to pay any amount otherwise due or payable to you thereafter.

E. Any Repurchase price to be paid under this Section 14.11 will be paid, at our sole option, either in cash at closing, or under an unsecured, interest free promissory note, as follows: twenty percent (20%) at closing, twenty percent (20%) no later than ninety (90) days after closing, twenty percent (20%) no later than one hundred eighty (180) days after closing, twenty percent (20%) at the first anniversary date of the closing, and the final twenty percent (20%) at the second anniversary date of the closing. We can offset against the Repurchase price, and any installments thereof, any amounts owed by you (or any Affiliates) to us (or any Master Franchisee-Related Parties). In connection with our exercise of any rights under this Section 14.11, you (and each owner/Affiliate) will execute a General Release.

F. We will not assume any liabilities, debts or obligations of yours in connection with any such Repurchase, and you will indemnify us and each of the Master Franchisee-Related Parties from any and all claims arising out of any such Repurchase. Notwithstanding the foregoing sentence, costs paid or incurred in connection with the transaction including, but not limited to, all appraisal fees and closing costs, shall be shared equally between you and us, but excluding Attorneys' Fees paid or payable to the respective attorneys for the parties. You and we will comply with all applicable laws in connection with any such Repurchase and will cooperate in complying with all such requirements.

G. This Agreement shall terminate upon the date the above-described Repurchase becomes effective, subject to any surviving obligations described in this Agreement (unless earlier terminated as a result of a default by you or by expiration of this Agreement). If you fail to complete or to continue to comply with any surviving obligation(s), we will not be obligated to pay that portion of the Repurchase price otherwise due or payable following such failure, in addition to any other remedies to which we are otherwise entitled.

14.12 Bankruptcy Issues. If Unit Franchisee or any person holding any interest (direct or indirect) in Unit Franchisee becomes a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding and agreement that any Transfer of Unit Franchisee, Unit Franchisee's obligations and/or rights hereunder, any assets of Unit Franchisee or the Unit Franchise, or any indirect or direct interest in Unit Franchisee shall be subject to all of the terms of this Section 14.

15. RENEWAL OR CONVERSION OF FRANCHISE

15.1 **Your Option**. If you are awarded this Agreement for the initial term of your Franchise, then this Agreement terminates at the expiration of the initial term. At that time, subject to the provisions of this Section 15, you will be eligible to be awarded a renewal Franchise. The renewal Unit Franchise Agreement may differ materially from this one in financial and other ways and terms. The renewal term will be a single ten (10) year period, without any further term. You have no right to an additional renewal term if this Agreement is being awarded to you as a renewal Unit Franchise Agreement, although we may grant you an additional renewal term in our Business Judgment. If you are awarded this Agreement for the initial term of your Retail Franchise, and decide within a period of time, determined by us, you would like to convert to the Executive Office Model you must meet all the requirements listed in section 15.3.

15.2 **Notice of Election**. You must give us written notice of election to obtain the renewal or conversion of Franchise not less than six (6) months, but not more than twelve (12) months, before the expiration of the initial term of this Agreement. Within ninety (90) days after our receipt of the notice, we will give to you in writing:

A. any reasons which could cause us to not award the renewal or conversion of Franchise, including any deficiencies requiring correction; and

B. our/Cartridge World's then-current requirements relating to all aspects of a CARTRIDGE WORLD Unit Franchise including, but not limited to, image, appearance, decoration, furnishings, equipment, operations, and programs for a Unit Franchise (collectively, the "specifications and standards then-applicable for new Unit Franchises and with the ~~Operations Manuals~~guidance provided").

15.3 **Conditions to Award of Renewal**. Any award of the renewal or conversion of the Franchise must meet all of the following conditions applicable to your Unit Franchise, together with the then-current standards applicable to renewal or conversion of Franchises, each of which is agreed to be reasonable:

A. You (and each Affiliate of yours) must be in Good Standing;

B. Your Unit Franchise and its operations must fully comply with all specifications and standards then-applicable for new Unit Franchises and with the ~~Operations Manuals~~guidance we have provided by the expiration of this Agreement;

C. You must present evidence satisfactory to us ~~that~~ you have the right to remain in possession of the Premises for your Retail or Executive Office Unit Franchise for the duration of the renewal Franchise, unless we otherwise agree in writing. If you are unable to maintain possession of your Premises, or in our judgment your Premises should be relocated, you must have obtained our consent to and secured substitute Premises by the Expiration Date. Such Premises must comply with all specifications and standards then-applicable for new Retail or Executive Office Unit Franchises ~~and with the Operations Manuals~~;

D. You (and each Affiliate of yours) must have paid all amounts owed to us and any Master Franchisee-Related Parties;

E. You must have executed our then-current form of Unit Franchise Agreement and related documents then customarily used by us (with appropriate modifications to reflect the fact that the Unit Franchise Agreement to be awarded relates to a single renewal Franchise as contemplated by this Agreement). You will not be required to pay the then-current Initial Franchise Fee, and we will not be required to provide you any site location, initial training or other "start-up" services in connection with the award of any renewal Franchise;

F. You must have complied with our then-current qualification and training requirements. We can require your personnel to successfully complete any retraining program(s), at such times and location(s) as we then specify. There will be no charge for any retraining program(s), but you will be responsible for all Travel Expenses and other expenses of your personnel;

G. 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), if you, your owners and your Affiliates comply with all of the requirements of this Section 15, including providing us with a General Release; and

H. You must have paid us a renewal fee in the amount set forth in Exhibit A-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.

I. If you are converting from a Retail Model to the Executive Office Model the requirements will be as follows:

1. You will not be required to pay a fee for converting from a Retail to Executive Office Model;

2. You will be required to sign a five (5) year Unit Franchise Agreement; with a two (2) year kick out option for a fee of two thousand five hundred dollars ($2,500);

3. You will be required to pay the minimum monthly royalties see (Item 6 – Note 3);

4. You will be required to merge over to Erply POS system before official date of conversion and;

5. You will be required to attend the next full Campus Training sessions available.

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 or conversion of the Franchise.

16. TERMINATION OF FRANCHISE

16.1 Automatic Termination. You shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to you, if you become insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; or if you are adjudicated a bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you; or if a receiver or other custodian (permanent or temporary) of your 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 you; 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 you are dissolved; or if execution is levied against your business or property; or if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of your 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 3.7 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

D. make any material misrepresentation or omission in your application for the Franchise; or

E. are convicted of, or plead no contest to, a felony, or to any crime or offense that is likely to adversely affect your reputation or the reputation of any owner, your Unit Franchise, us or the goodwill associated with the Marks; or

F. engage in any misconduct which unfavorably affects your reputation or the reputation of any owner, your Unit Franchise, us, Cartridge World, the System or the goodwill associated with the Marks (including, but not limited to, child abuse, health or safety hazards, drug or alcohol abuse, or permitting unlawful activities in conjunction with your Unit Franchise); or

G. make, or attempt to make, an unauthorized "Transfer," as defined in this Agreement, that is not in compliance with the provisions of this Agreement, or otherwise transfer, assign, sell, gift, pledge, surrender control of or grant any ownership or other interest in you, the Unit Franchise or the assets of the Unit Franchise without our prior written approval; or

H. make an unauthorized use of the Marks or any unauthorized copy, use or disclosure of any Confidential Information, or directly or indirectly contests the validity of Cartridge World's rights to the Marks or its right to use and to license others to use the Marks; or

I. violate any of the restrictions against competition provided in Section 8.2 above (or any other person identified therein commits such a violation); or

J. commit any act or omission of fraud or misrepresentation, whether with respect to us, any of the Master Franchisee-Related Parties and/or any third party, including (but not limited to) any misrepresentation of Gross Revenue or Gross Profit; or

K. fail to permit or cooperate with us or our designee in any audit or inspection or fail to retain (or to produce on request) any records required to be maintained by you; or

L. commit two (2) or more defaults under this Agreement in any twelve (12)-month period, or three (3) or more defaults in any twenty-four (24)-month period, whether or not such defaults involve the same or different provisions and whether or not such defaults are corrected after notice.

16.3 **Termination with Right to Cure.** Except as otherwise provided in Sections 16.1 and 16.2 above, we may terminate this Agreement by giving written notice of termination effective upon receipt:

A. if you (or any of your owners) commit any of the following defaults and fail to cure such default within ten (10) days after your receipt of written notice from us of such default:

1. failure to maintain required insurance; or

2. failure to correct any condition that, in our reasonable judgment, might pose a danger to public health and/or safety; or

3. failure to report accurately your Gross Revenue/Gross Profit or you fail to submit any other report due under this Agreement or any lease/sublease in accurate and complete form and when required; or

4. failure to make payments of any amounts due us, any Master Franchisee-Related Party, any designee of ours and/or any supplier, taxing authority, landlord, equipment lessor or other creditor of yours or your Unit Franchise; or

5. failure to comply with any of the dispute resolution provisions of this Agreement, including (but not limited to) failure to pay/deposit any amounts or otherwise and/or unexcused failure to appear or respond to any dispute resolution proceedings.

With respect to Sections 16.3.A.1 and/or A.2 above, we may require you to immediately cease all Unit Franchise operations until such defaults are fully cured.

B. if you (or any of your owners) commit any of the following defaults and fail to cure such default within thirty (30) days after your receipt of written notice from us of such default:

1. default under the lease or sublease for your Premises within the applicable cure period set forth in the lease or sublease (provided that if such applicable cure period is less than thirty (30) days, then such applicable cure period will apply); or

2. failure to comply with any other provision of this Agreement, any other agreement with us and/or any Affiliate of ours and/or Cartridge World, or any specification, standard or operating procedure or rule prescribed by us in ~~the Operations Manuals~~the guidance we provide or by other writing which does not provide for a shorter notice period.

If a default under this Section 16.3.B cannot reasonably be corrected within the thirty (30)-day period, then you must undertake diligent efforts within thirty (30) days to come into full compliance. On our request, you must furnish proof acceptable to us of such efforts and the date full compliance will be achieved. In any event, all such defaults must be fully cured within sixty (60) days after delivery of the initial written notice to you of termination.

16.4 Cross-Defaults. Any default by you (or any owner or Affiliate of yours) under this Agreement may be regarded by us as a default under any other agreement between us (or any Master Franchisee-Related Parties) and you (or any owner or Affiliate of yours). Any such default under any other agreement or any other obligation between us (or any

Master Franchisee-Related Parties) and you (or any owner or Affiliate of yours) may be regarded as a default under this Agreement. Any default by you (or any owner or Affiliate of yours) under any lease, sublease, loan agreement, or security interest related to the Unit Franchise can be regarded as a default under this Agreement, regardless of whether or not any such agreements are between you (or any owner or Affiliate of yours) and us (or any Master Franchisee-Related Parties).

16.5 **Non-Exclusive Remedies.** Whenever we have a right to terminate this Agreement, we (and any Master Franchisee-Related Party) will have all remedies allowed at law and in equity. No right or remedy which we and/or any Master Franchisee-Related Party may have under this Agreement or otherwise (including termination) is exclusive, and we and/or any Master Franchisee-Related Party may pursue any rights and/or remedies available at law and/or in equity. If we have the right to terminate this Agreement, we can elect in our Business Judgment to cancel any and/or all of your territorial or similar rights (including, but not limited to, any rights of first refusal), whether arising under this Agreement or in any other manner or document.

16.6 **No Equity on Termination.** Your rights regarding the Franchise are controlled by the provisions of this Agreement. You will have no equity or any other continuing interest in the Franchise, any goodwill associated with it, or any right to compensation or refunds at the expiration and/or termination of the Franchise.

16.7 **Management of Unit Franchise After Issuance of Notice of Default.**

A. If we issue a notice of default, we will have the right (but not the obligation) to manage your Unit Franchise until you have cured all defaults. All revenues received by the Unit Franchise while we (or our designee) are managing it will be kept in a separate fund. All Unit Franchise expenses, including compensation and the Travel Expenses for the appointed Manager may be paid out of such fund. We shall be paid Five Hundred Dollars ($500)/day as a management fee. If such fund is insufficient to pay the Unit Franchise's expenses, we shall notify you. You must, within five (5) business days, deposit such amounts as shall be required by us to attain a reasonable fund balance.

B. Operation of the Unit Franchise by us during any such period shall be on your behalf; provided that we shall only have a duty to use reasonable efforts and shall not be liable to any creditor of yours or for any debts, losses or obligations incurred by the Unit Franchise. This Section 16.7 shall not limit our right to terminate this Agreement as herein provided or affect any of our indemnity or other rights under this Agreement.

16.8 **Our Right to Discontinue Supplying Items Upon Default.** If we deliver a notice of default to you, we and/or each Master Franchisee-Related Party have the right to (i) require that you pay C.O.D. (i.e., cash on delivery) or by certified check for goods/services and/or (ii) stop selling and/or providing any goods/services to you until you have cured all defaults. No such action by us and/or any Master Franchisee-Related Party shall be a constructive termination of this Agreement, change in competitive

circumstances or similarly characterized, and you agree that you will not be relieved of any obligations under this Agreement because of any such action.

16.9 Termination, Expiration, or Repurchase of Our Master Franchise Agreement.

A. On any Repurchase, termination or expiration of the Master Franchise Agreement between us and CWNA, CWNA has the right, but not the obligation, to assume the rights and obligations of any or all Unit Franchise Agreements. Upon written notice from CWNA, you shall thereafter make each payment required under this Agreement directly to CWNA and shall treat CWNA as the Master Franchisee in all respects, until such time as you receive notice from CWNA that Master Franchisee has been replaced by a third party. You hereby consent to the assignment by us to CWNA, and to the assumption by CWNA, pursuant to this Section 16.9, of all of our rights and obligations hereunder, and to the subsequent assignment and assumption of such rights and obligations to the new Master Franchisee appointed by CWNA. You further consent to any necessary modifications to this Agreement to effectuate such assignment and assumption by CWNA and/or its designee.

B. CWNA also can terminate any or all Unit Franchise Agreements if it elects not to continue to regularly award Unit Franchises and maintain a franchise program for Unit Franchises in your area/state/region/country. If CWNA (i) makes an announcement (at any time) that it has made a determination that continued franchising (on a national, regional or other basis) is not appropriate in its Business Judgment and that it does not intend to continue to regularly award Franchises and maintain a franchise program for Unit Franchises in your state; and (ii) does not open or award Unit Franchises in your state for twelve (12) months after the date of such announcement (provided that CWNA can award renewal Unit Franchises where an older form of Unit Franchise Agreement or other basis requires us to do so, and/or continue to service existing franchisees under outstanding agreements), then CWNA will be considered to have made a general market withdrawal and will have no liability to you with respect thereto. In that event and if you are in Good Standing, you will not be required to comply with your non-competition obligations under Section 8.2.B above. You agree that if any statute or court decision requires "good cause" (or any similar standard) for non-renewal, compliance by CWNA with the provisions of this subsection will be considered to be good cause.

16.10 Prompt Notice of Claims by You. You understand that you are not permitted to terminate this Agreement for any default committed by us, except as permitted by applicable law. If you claim that such a default exists, or that you have any other basis for terminating your obligations under this Agreement or making any other claim against us, you must give us written notice and thirty (30) days to cure; any action by you to terminate will not proceed until we have had such notice and an opportunity to cure. If we cannot reasonably cure within such thirty (30)-day period, and we are diligently continuing efforts to cure, then we will have ninety (90) days to cure.

16.11 **Bankruptcy.** If, for any reason, this Agreement is not terminated pursuant to this Section 16, and this Agreement is assumed, or assignment of the same to any person or entity who has made a bona fide offer to accept an assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: (i) the name and address of the proposed assignee; and (ii) all of the terms and conditions of the proposed assignment and assumption, shall be given to us within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of this Agreement; and, in any event, within ten (10) days before the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and we shall thereupon have the prior right and option, to be exercised by notice given at any time before the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to us upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by you out of the consideration to be paid by such assignee for the assignment of this Agreement.

17. RIGHTS AND OBLIGATIONS ON TRANSFER, REPURCHASE, TERMINATION AND/OR EXPIRATION OF FRANCHISE

17.1 **Payments of All Amounts Owed, Etc.** You must pay all Royalties, Marketing Fund Contributions and all amounts of any kind owed to us and/or any Master Franchisee-Related Parties within ten (10) days after the Repurchase of the Unit Franchise, termination or expiration of the Franchise, or from a later date when the amounts due can be determined.

17.2 **Intellectual Property, Confidential Information, Trade Dress, Etc.** After any Transfer, Repurchase, termination or expiration of the Franchise:

A. You agree to immediately and permanently discontinue operating your Unit Franchise and any use of the Intellectual Property and/or the Confidential Information, and will not use any similar or derivative marks, or materials, or colorable imitations of any of the Intellectual Property in any medium or manner or for any purpose;

B. You must return to us or (at our option) destroy all software, ~~Operations Manuals,~~ forms, materials, signage and any other items containing any Intellectual Property or Marks, or otherwise identifying or relating to a Unit Franchise (to the extent they have not been assigned in connection with an authorized Transfer or a Repurchase);

C. You must take such actions as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark which have not been assigned in connection with an authorized Transfer or a Repurchase;

D. You must de-identify the Unit Franchise in every manner and remove any distinctive signage, physical and/or structural features associated with the trade

dress of Unit Franchises (and, as applicable, remodel, repaint, or otherwise alter the appearance of the Premises and any equipment and vehicles used in the operation of the Unit Franchise), so that the Unit Franchise is clearly distinguished from other Unit Franchises and does not create any public confusion (to the extent the Unit Franchise has not been assigned in connection with an authorized Transfer or a Repurchase);

E. You agree not to identify yourself, or any business you may operate or in which you may become involved, or to advertise or promote yourself in any manner, as a present or former CARTRIDGE WORLD franchisee; and

F. You must furnish to us within thirty (30) days satisfactory evidence of your compliance with the obligations described in this Section 17.2 and in Section 17.3 below. If you operate any business using any of the Intellectual Property, Marks, Confidential Information or any aspect of the System, our remedies will include (but will not be limited to) recovery of the greater of (i) all profits earned by you in the operation of such business, or (ii) all Royalties, Marketing Fund Contributions and other amounts which would have been due if this Agreement remained in effect with you.

17.3 Telephone and Other Directory Listings, Internet Sites.

A. You understand and agree that we own all telephone numbers, domain names, Internet addresses/sites and/or other communications services links (collectively, the "**Numbers**"), and any related directory listings/advertising, used in connection with the operation of your Unit Franchise. We can in our Business Judgment require you to sign an assignment of such Numbers prior to training or at another time. After any termination and/or expiration of the Franchise or Repurchase of the Unit Franchise, you must promptly transfer, call-forward, discontinue or otherwise deal with the Numbers and any related directory listings/advertising as we direct. You agree to sign any documents and/or pay any amounts required by a telephone/ communication services provider as a condition to our dealing with the Numbers and any related directory advertising/listings. By signing this Agreement, you irrevocably appoint us your attorney in fact to take any such actions regarding the Numbers and any related directory listings/advertising if you do not do so yourself within ten (10) days after the termination, Repurchase or expiration of this Franchise. Such companies may accept this Agreement as conclusive evidence of our exclusive rights in such Numbers and related directory listings, web pages and advertising/marketing.

B. If we choose at any time to be direct billed by a provider for any account for the Numbers and/or directory listings/advertising, you agree to pay us all amounts due such providers within ten (10) days of our written notice to you. If you fail on two (2) or more occasions to pay any such amounts to us when due, then we can require you to maintain a deposit with us in an amount reasonably determined by us based upon usage history and other relevant factors.

17.4 Continuing Obligations.

A. All Post-Termination Provisions and any other obligations and rights which expressly or by their nature survive the Transfer, Repurchase, expiration or termination of this Agreement will continue in full force and effect until they are satisfied or by their nature expire (including, but not limited to, indemnity, non-competition, audit, and confidentiality rights and obligations; obligations to pay and the provisions of Sections 19, 20, 21 and 23). These obligations continue notwithstanding any rejection of this Agreement in a bankruptcy proceeding or otherwise.

B. If this Agreement is terminated because of a default of yours, you will not be released or discharged from your obligations, including payment of all amounts then due and other amounts which would have become due under this Agreement if you had continued in operation as a Unit Franchise for the full term. Our remedies will include (but are not limited to) the right to collect the present value of these amounts and to receive the benefit of our bargain with you, as well as to accelerate the balances of any promissory notes owed and to receive any other unpaid amounts owed to us or any Affiliates of ours. You and we agree that it would be commercially unreasonable and damaging to the integrity of the System if a CARTRIDGE WORLD unit franchisee could default and then escape the financial consequences of its contractual commitment to meet payment obligations for the term of the Unit Franchise Agreement. You (and each of your owners/Affiliates) agree to sign a General Release if we choose in our Business Judgment to waive our rights to collect any amounts that would have become due if you had continued in operation as a CARTRIDGE WORLD Franchise.

18. GRANT OF SECURITY INTEREST

For valuable consideration, as security for the payment of all amounts owing or to be owed by you (and/or any Affiliate of yours) to us (and/or any Affiliate/Cartridge World) under this Agreement or any other agreements, and your performance of all obligations thereunder, you hereby grant to us a security interest in all proceeds of your Unit Franchise and in all of the assets, including equipment, furniture, fixtures and signs, used by, at or in connection with, your Unit Franchise and its related business assets (the "**Collateral**"). You will not remove the Collateral or any portion thereof without our prior written consent. You represent and warrant that the security interest granted is prior to all other security interests in the Collateral except for (i) bona fide purchase money security interests and (ii) the security interest granted to a third party in connection with your original financing for your Unit Franchise, if any. In connection with any request for our approval of a security interest, we will make commercially reasonable efforts to accommodate reasonable lender's requirements, including the subordination of our interests to the lender's and/or lessor's, as applicable, in our Business Judgment, bearing in mind the interests of the borrower, lender, ourselves and the System. On the occurrence of any event entitling us to terminate this Agreement or any other agreement between the parties, or if we reasonably determine that we are not assured that your (and/or any Affiliates') obligations will be timely and fully paid and/or performed, we will 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, without limitation, the right to take possession of the Collateral. You will execute and deliver to us financing statements and/or such other documents as we reasonably deem necessary to perfect our interest in the Collateral within ten (10) days of your receipt of such documents from us.

19. GOVERNING LAW AND DISPUTE RESOLUTION

For the purposes of this Section 19, "you" shall be deemed to include you, your owners and Affiliates and their respective employees, and "we" shall be deemed to include "Master Franchisee-Related Parties."

19.1 DAMAGE WAIVER. YOU AND WE WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO PURSUE AND RECEIVE ANY EXEMPLARY AND PUNITIVE DAMAGES AGAINST THE OTHER PARTY IN ANY DISPUTE ARISING UNDER THIS AGREEMENT OR RELATING TO 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 OR ANY OF THEM AGAINST ANOTHER PARTY, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING, RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES, ANY GUARANTOR, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

19.3 Governing Law. This Agreement takes effect upon its acceptance and execution by us, and shall be interpreted and construed exclusively under the laws of the jurisdiction set forth in Exhibit A-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 you against us 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 Unit 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 election, the state and judicial division in which Unit Franchisee has its principal place of business. The parties agree that this Section 19.5 shall not be construed as preventing either party from removing an action from state to federal court; provided, however, that venue shall be as set forth above. Each party to this Agreement hereby consents to any of those courts' exercise of non-exclusive personal jurisdiction over the party and expressly waives all objections the party otherwise might have to that exercise of personal jurisdiction and venue, including forum non conveniens.

19.6 **Class Action Waiver.** Any judicial proceeding directly or indirectly arising from or relating to this Agreement shall be considered unique as to its facts and may not be brought as a class action. You and each of the owners of Unit Franchisee waive any right to proceed against us by way of class action.

19.7 **Legal Fees.** You shall pay to us all damages, costs and expenses (including reasonable Attorneys' Fees) that we incur subsequent to the termination or expiration of the Franchise granted under this Agreement in: (i) obtaining injunctive or other relief for the enforcement of any provisions of this Agreement (including Section 8 above); and/or (ii) successfully defending a claim that we defrauded you into signing this Agreement, that the provisions of this Agreement are not fair, were not properly entered into, and/or that the terms of this Agreement do not govern the parties' relationship.

19.8 **Parties Rights Are Cumulative.** No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

19.9 **Injunctions.** Nothing contained in this Agreement including, but not limited to, the provisions relating to the resolution of disputes between the parties, shall bar our right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders, emergency relief and preliminary and permanent injunctions.

19.10 **Must Bring Claims Within One Year.** Any and all claims and actions arising out of or relating to this Agreement, the relationship of you with us, or your operation of the Unit Franchise, brought by any party hereto against the other, shall be commenced within one (1) year from the occurrence of the facts giving rise to such claim or action, or, it is

expressly acknowledged and agreed by all parties, such claim or action shall be irrevocably barred.

20. NOTICES AND PAYMENTS

All written notices and reports to be delivered by the provisions of this Agreement or of ~~the Operations Manuals~~the guidance provided will be deemed so delivered when delivered by hand, immediately on transmission by facsimile transmission or other electronic system, including email or any similar means, one (1) business day after being placed in the hands of a commercial courier service for overnight delivery, or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the respective parties at the addresses shown on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery. Any required payment or report not actually received by us during regular business hours on the date due will be deemed delinquent. Notice to any one Unit Franchisee, or owner of the Unit Franchise, shall be deemed effective as to all Unit Franchisees under this Agreement and all owner(s) of the Unit Franchise.

21. CWNA AS THIRD-PARTY BENEFICIARY

21.1 **Third-Party Beneficiary.** Master Franchisee and you hereby acknowledge and agree that CWNA irrevocably shall be a third-party beneficiary under this Agreement with the independent right to exercise each right of Master Franchisee and to enforce each of your obligations under this Agreement. If Master Franchisee fails to take action within a reasonable time to exercise any right of Master Franchisee or to enforce any of your obligations, CWNA may take action to exercise such right or to enforce such obligation. Master Franchisee agrees, if requested by CWNA, to participate, at Master Franchisee's expense, in any such action or enforcement in such manner as CWNA may reasonably request. The parties acknowledge and agree that they shall not have the right to amend the terms of this Agreement without CWNA's prior written consent.

21.2 **Acknowledgments.** Without limiting the generality of Section 21.1 above, you acknowledge and agree that:

A. CWNA retains the ultimate discretion with respect to all aspects of the establishment and operation of the Unit Franchises under the Marks and the System.

B. Under the Master Franchise Agreement, CWNA has the right to require Master Franchisee to obtain CWNA's prior written approval before it exercises many of its rights under this Agreement.

C. Under the Master Franchise Agreement: (1) CWNA also has the right to manage Master Franchisee's Master Franchise Business while Master Franchisee is in default of the Master Franchise Agreement and to require you to pay all amounts

due to Master Franchisee under this Agreement to CWNA or its designee until Master Franchisee has cured all defaults; (2) upon any Repurchase, termination or expiration of the Master Franchise Agreement (i) CWNA or its designee may require that all payments due to Master Franchisee under this Agreement be paid to (and retained by) CWNA or its designee, and (ii) CWNA may terminate and succeed to all rights of Master Franchisee under this Agreement, and (3) CWNA may terminate this Agreement upon a General Market Withdrawal, as defined in the Master Franchise Agreement.

22. ENTIRE AGREEMENT; CONSTRUCTION

22.1 **Entire Agreement.** This Agreement and the exhibits referred to herein constitute the entire, full, and complete Agreement between you and us concerning the subject matter hereof, and supersede all prior agreements, no other representations having induced you to execute this Agreement. The parties acknowledge and agree that they relied only on the words printed in this Agreement in deciding whether to enter into this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that Master Franchisee made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that Master Franchisee delivered to you or your representative, subject to any agreed-upon changes to the contract terms and conditions described in that Franchise Disclosure Document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

22.2 **Amendment.** Except for those permitted to be made unilaterally by us hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

22.3 **Severability.** Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

22.4 **No Third Party Rights.** Except as expressly provided to the contrary herein (including Section 21 above), nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you and us (and such of your and our respective successors and assigns as may be contemplated (and, as to you, permitted) by Section 14 above, any rights or remedies under or by reason of this Agreement.

22.5 **Reform of Provisions.** You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any

provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

22.6 **Construction.** All captions in this Agreement are intended solely for the convenience of the parties, and no caption shall be deemed to affect the meaning or construction of any provision hereof. The word "including" shall be construed to include the words "without limitation." The term "you" or "Unit Franchisee" is applicable to one or more persons, a corporation, limited liability company or a partnership and its owners, as the case may be. If two (2) or more persons are at any time Unit Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to us shall be joint and several. Reference to a "controlling" interest in an entity shall mean more than fifty percent (50%) of the equity or voting control of such entity. Where this Agreement (or anything else) indicates that we (and/or any Affiliate or designee of ours) may or can do something, the meaning is permissive and we (and/or the Affiliate or designee of ours) will not be required to do that thing.

22.7 **Force Majeure.**

A. Impact. Neither party shall be responsible to the other for non-performance or delay in performance occasioned by causes beyond its control including, without limiting the generality of the foregoing: (i) acts of God; (ii) acts of war, terrorism, or insurrection; (iii) strikes, lockouts, labor actions, boycotts, floods, fires, hurricanes, tornadoes, and/or other casualties; and/or (iv) the inability of Master Franchisee and/or its Affiliates or suppliers to manufacture, purchase, and/or cause delivery of any Products or Services used in the operation of the Unit Franchise. Nothing in this provision shall be construed to affect, eliminate or reduce your obligation to procure and maintain the insurance coverages required by us for your Unit Franchise.

B. Transmittal of Funds. The inability of either party to obtain and/or remit funds shall be considered within control of such party for the purpose of Section 22.7.A above. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost; provided, however, that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay; and further provided, however, that you shall remain obligated to promptly pay all fees owing and due to us hereunder, without any such delay or extension.

23. MISCELLANEOUS

23.1 **Changes to System.** You agree that it is critical to you, us and each CARTRIDGE WORLD unit franchisee for the System to be flexible to respond to commercial opportunities and challenges. An inability to change the System could adversely affect other CARTRIDGE WORLD unit franchisees. You, therefore, agree and anticipate that

the ~~Operations Manuals~~guidance provided and the System may be changed by us from time-to-time in our Business Judgment. You agree to comply with the ~~Operations Manuals~~ guidance we furnish and the System as they are changed by us.

23.2 **Compliance with System.** Every detail of your Unit Franchise is important — not only to you, but to us and to all CARTRIDGE WORLD unit franchisees — to increase and maintain the value of the Marks and the businesses associated with them. Therefore, during the term of this Agreement, you must at all times develop, maintain and operate your Unit Franchise in accordance with each System standard, as modified and supplemented by us from time to time in our Business Judgment.

23.3 **Competition.** You understand and agree that your investment in a CARTRIDGE WORLD Unit Franchise involves risks including, but not limited to, the following: the CARTRIDGE WORLD name and business model is an evolving brand in the United States; positive name recognition and goodwill will be established as the result, in large measure, by you and other CARTRIDGE WORLD unit franchisees providing quality business services and following the guidance ~~Operations Manuals and~~provided and the System; substantial competition to the CARTRIDGE WORLD business model and concept may exist in the United States, with certain competitors having established businesses and/or channels of distribution; competition includes, among others, Internet suppliers, office supply stores, cartridge manufacturers, other cartridge refilling franchises, mail order, and other channels of distribution; the CARTRIDGE WORLD business model is subject to frequent changes in the business environment, including technological developments, some of which might significantly impact you. All of these and other factors make your investment in the Unit Franchise speculative.

23.4 **Review of Agreement.** You acknowledge that you (and each of your owners, if you are a Business Entity) have had the opportunity and been advised by us to have this Agreement and all other documents reviewed by your own attorney, and that you have read, understood, had an opportunity to discuss and agreed to each provision of this Agreement. You agree that you are under no compulsion to sign this Agreement.

23.5 **Need for Uniformity and Predictability.** You and we expressly acknowledge and agree that the provisions of Section 19 above (whether relating to choice of law, mediation, waiver of jury trial, venue, limitations on damages, prohibition against multiple plaintiff-class actions, shortened statutes of limitation, and/or otherwise) may require you to travel to a distant location to resolve a dispute, expend additional funds, and/or raise challenges for you and/or us in prosecution of claims/actions. You and we view these provisions in the context of a diverse franchise system with both large and small, and sophisticated and unsophisticated participants, and that requires uniformity and predictability. As such, you and we knowingly accept such provisions and limitations as justified by business necessities and representative of a reasonable balancing of your and our interests, and those of the System as a whole, and not as unfair or burdensome.

23.6 **No Reliance.** You specifically acknowledge that you have not received or relied on (nor have we or anyone else representing us provided) any statements, promises or representations that your Unit Franchise will succeed in the Territory, at the Premises or

at any location or in any market area; achieve any particular sales, income or other levels of performance; earn any particular amount, including any amount in excess of your Initial Franchise Fee or other payments to us; or receive any rights, goods, or services not expressly set forth in this Agreement. You understand and acknowledge that CARTRIDGE WORLD master franchisees and unit franchisees are distinct from us and are independently owned and operated. While we have encouraged you to speak with such franchisees in evaluating this franchise opportunity, you understand and acknowledge that they do not act as our agents or representatives in providing any information to you and that no such information can be attributed to us and/or relied upon as such.

23.7 **No Contingencies; No Misrepresentations.** You represent, warrant and agree that no contingency, prior requirement, or otherwise (including but not limited to obtaining financing) exists with respect to you fully performing any or all of your obligations under this Agreement. You further represent to us, as an inducement to our entering into this franchise relationship, that you have made no misrepresentations or material omissions in obtaining the Franchise.

23.8 **No Earnings Representations.** You acknowledge that you have not received or relied on (nor have we or any representative of ours provided, except as may have been contained in the Franchise Disclosure Document received by you): (i) any sales, income or other projections of any kind or nature; (ii) any statements, representations, charts, calculations or other materials which stated or suggested any level or range of sales, income, profits or cash flow; or (iii) any representations as to any profits you may realize in the operations of your Unit Franchise or any working capital or other funds necessary to reach any 'break-even' or any other financial level. If any such information, promises, representations and/or warranties have been provided to you, they are unauthorized and inherently unreliable. You agree to advise us of the delivery of any such information. You must not rely upon any such information, nor shall we be bound by it. We do not, nor do we attempt to, predict, forecast or project future performance, revenues or profits of any you or any franchisee. We are unable to reliably predict the performance of a Unit Franchise even operated by us, and certainly cannot predict results for your Unit Franchise.

23.9 **No Guaranty of Success.** You acknowledge and agree that the success of the business venture contemplated to be undertaken by you under this Agreement is speculative and will be dependent on your personal efforts, and that success is not guaranteed. You further acknowledge that the CARTRIDGE WORLD business model is and will continue to be under development. You acknowledge and represent that you have entered into this Agreement and made an investment only after making an independent investigation of the opportunity, including having received a list with the Franchise Disclosure Document of others currently operating, or who have operated, CARTRIDGE WORLD Unit Franchises.

23.10 **Receipt of Agreement.** You acknowledge that you (and each of your owners) have received a copy of this Agreement, the exhibit(s) hereto, and agreements relating hereto, if any, as well as a copy of Master Franchisee's current Franchise Disclosure Document,

at such time(s) as required by the applicable federal and state franchise laws and regulations.

23.11 Different Terms. You understand, acknowledge and agree that (i) we may have offered Franchises in the past, may currently be offering Franchises and/or may offer Franchises in the future, on economic and/or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents and (ii) there may be instances where we have varied, or will vary, the terms on which we offer Franchises, the changes we (and/or our Affiliates) make or otherwise deal with our unit franchisees to suit the circumstances of a particular transaction, the particular circumstances of that unit franchisee or otherwise, in each case in our Business Judgment.

23.12 Written Statement of Issues. You understand that we are relying on you to bring forward in writing at this time any matters inconsistent with the representations contained in this Section. You agree that if any of the statements or matters set forth in this Section are not true, correct and complete that you will make a written statement regarding such next to your signature below so that we can address and resolve any such issue(s) at this time.

23.13 Representative Capacity. You acknowledge and agree that our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity, and that no other persons and/or entities has or will have any direct duties or obligations to you.

23.14 Pricing Structure. You acknowledge that you have considered the pricing structure for the Designated Equipment, Products and Services sold by designated or approved suppliers as of the Effective Date of this Agreement including, but not limited to, inks and cartridges, and further acknowledge that CWNA and/or its Affiliates have the right to be the exclusive supplier of any such Designated Equipment, Products and Services, and that prices and pricing practices are subject to change.

23.15 No Precluding Obligations. Each party represents and warrants to the other party(ies) that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: (a) negotiating and entering into this Agreement; (b) exercising its rights under this Agreement; and/or (c) fulfilling its responsibilities under this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement in three counterparts on the day and year first above written.

THIS AGREEMENT WILL NOT BECOME EFFECTIVE UNLESS AND UNTIL SIGNED BY THE PRESIDENT OR A VICE PRESIDENT OF MASTER FRANCHISEE. NO FIELD REPRESENTATIVE OR OTHER PERSON IS AUTHORIZED TO EXECUTE THIS AGREEMENT FOR MASTER FRANCHISEE.

_____	_____
Master Franchisee	Unit Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address for Notices:	Address for Notices:
_____	_____
_____	_____
Telephone:_____	Telephone:_____
Fax:_____	Fax:_____
Attn:_____	Attn:_____

CARTRIDGE WORLD®
Unit Franchise Agreement

Exhibit A-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	**Unit 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 D	**Date of the Master Franchise Agreement**: _____, 20____
5	1.8	**Designated Individual**: _____
6	1.22	**Premises (address of Unit Franchise)**: _____ _____ _____.
7	1.26	***Territory**:_____ _____ _____.
8	3.1.D	**Grand Opening Advertising Expenditure**: Five Thousand Dollars $_____
9	5.1.B; 9.2; 14.3.A.6	**Training Fee**: _____ Dollars ($_____)
10	9.1	**Initial Franchise Fee**: Forty Thousand Dollars ($_____)

¶	Section Cross-Reference	Item
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.
12	11.3	**Local Advertising Expenditure**: _____ Dollars ($_____) per month
13	14.3.A.9	**Transfer Fee**: Ten Thousand Dollars ($_____)
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 Five Thousand Dollars $_____.
		Conversion Fee:
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 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.*

_____	_____
Master Franchisee	Unit Franchisee
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.

¶	Section Cross-Reference	Item
1	9.3	**Royalty**: For each Royalty period, the Royalty shall be calculated as follows with respect to the two business segments identified below: 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.
2	9.3	**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.
3	9.3	**Minimum Royalty After Opening Retail and Executive Office Model**: 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 1 of this Exhibit. Each "Year" period, as defined below in this Paragraph of this Exhibit A-2, 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 1 above, or (b) the amount set forth in the following schedule:

Year Period	**Minimum Retail Model Royalty Payable For Each Royalty Period During Year**
Year 1	$ 750 to $1,000
Year 2	$1,050 to $1,400
Year 3	$1,200 to $1,600
Year 4 and each Year (or partial Year) thereafter	$1,800 to $2,400

¶	Section Cross-Reference	Item
		Year Period / **Minimum Executive Office Model Royalty Payable For Each Royalty Period During Year** Year 1 — $ 750 to $950 Year 2 — $1,000 to $1,400 Year 3 — $1,500 to $1,600 Year 4 and each Year (or partial Year) thereafter — $1,800 to $2,400 Year 1 in the above schedule will commence on the first day of the Royalty period (currently a calendar month; a "Month") in which you commence business and will continue for 12 consecutive Months. Year 2 and each Year period thereafter will commence on the applicable anniversary date of Year 1 and will continue for 12 consecutive Months until the Expiration Date of this Agreement.

Master Franchisee	Unit Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

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 "Unit Franchise Agreement") between Master Franchisee and _____ ("Unit 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 Unit Franchise Agreement) and each of their respective successors and assigns, for the term of the Unit Franchise Agreement and thereafter as provided for in the Unit 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 Unit 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 Unit Franchise Agreement;

(3) agrees to be personally bound by, and personally liable for, each obligation of Unit 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 Unit 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 Unit 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 primarily or secondarily liable under the Unit Franchise Agreement, this Guarantee and/or otherwise;

(2) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Master Franchisee may from time-to-time grant to Unit Franchisee and/or to any other person including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guarantee, which will be continuing and irrevocable;

(3) the liabilities and obligations of the undersigned, whether under this Guarantee or otherwise, will not be diminished or otherwise affected by the termination, rescission, expiration, renewal or modification of the Unit Franchise Agreement;

(4) the undersigned will comply with the Post-Termination Provisions of the Unit Franchise Agreement, as that term is defined in the Unit Franchise Agreement; and

(5) the provisions of Sections 19, 20 and 23 of the Unit Franchise Agreement are incorporated in and will apply to this Guarantee as if fully set forth herein and shall apply to any dispute involving Master Franchisee and any of the undersigned; provided that in all events the undersigned agrees to pay all expenses paid or incurred by Master Franchisee in enforcing the provisions of this Guarantee against the undersigned and in collecting or attempting to collect any amounts due hereunder, including reasonable Attorneys' Fees.

In connection with the execution of this Guarantee and with Master Franchisee permitting the Unit Franchise Agreement to be awarded to Unit Franchisee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby grants a General Release of any and all claims, liabilities and/or obligations, of any nature whatsoever, however arising, known or unknown, against Master Franchisee and/or any or all of the Master Franchisee-Related Parties, excepting only those claims solely related to the offer and sale of the Unit Franchise, where such releases are expressly prohibited by applicable law.

Terms not defined in this Guarantee shall have the same meanings as in the Unit Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has here unto affixed his or her signature on the same date as the Unit Franchise Agreement has been executed.

GUARANTOR(S)	PERCENTAGE OF OWNERSHIP OF UNIT FRANCHISEE
_____	_____%
_____	_____%
_____	_____%

CARTRIDGE WORLD®
Unit Franchise Agreement

Exhibit C
Territorial Rights and Obligations

Your and our respective rights in the Territory are subject to the terms and conditions of the Unit Franchise Agreement and this Exhibit. All rights not expressly granted to you are reserved by us and Master Franchisee-Related Parties.

A. Start-Up Period:

The "Start-Up Period" is defined as the first twenty-four (24) months of the term of the Unit Franchise Agreement, commencing on the Effective Date of the Unit Franchise Agreement. We will not enter into a Unit Franchise Agreement licensing a CARTRIDGE WORLD Unit Franchise, or open a Master Franchisee/CWNA-owned CARTRIDGE WORLD business, located in or that includes the Territory during the Start-Up Period. Regardless of the foregoing, if you are awarded the Franchise as a successor Unit Franchise Agreement or as a transferee of an existing Unit Franchise, there shall be no Start-Up Period for the purposes of your Unit Franchise Agreement.

B. Right of First Refusal:

After the Start-Up Period, we will provide you with a right for first refusal before any additional CARTRIDGE WORLD Unit Franchise is located in the Territory if: (1) you are in Good Standing; and (2) you meet our then-current financial, operational and other business standards for the award of the applicable Unit Franchise. Such standards may be modified by us from time to time in our Business Judgment.

C. Right of First Refusal Process:

The procedure for the right of first refusal for the Unit Franchises in your Territory will be as follows:

1. We will provide you with prior written notice of the proposed Unit Franchise to be operated in your Territory either because the territory for the proposed Unit Franchise will include a portion of your Territory or the Premises for the proposed Unit Franchise will be located in your Territory;

2. The written notice will include a description of the territory for the proposed Unit Franchise and an explanation of the new unit franchisee's first refusal rights (if any) to own future proposed Unit Franchises in such territory if you decline to own and operate the proposed Unit Franchise, and/or any changes to your rights in (or a portion of) your Territory if you decline to own and operate the proposed Unit Franchise.

3. You will have fifteen (15) days in which to tell us in writing (and pay any initial fees) that you wish to own and operate the proposed Unit Franchise;

4. If you notify us in writing within fifteen (15) days that you are not interested in the proposed Unit Franchise or if you **do not** respond to us in writing within fifteen (15) days, then we may pursue and/or grant any other person/entity the right to own, operate or otherwise participate in such Unit Franchise without any liability or further obligation to you;

5. If you timely notify us in writing that you **do** wish to own and operate the Unit Franchise, then we may condition your participation on compliance with terms and conditions that we consider appropriate in our Business Judgment to the particular Unit Franchise. Conditions may include, but are not limited to: your execution of the agreements and related documents that are then generally used by us in connection with the award of the applicable Unit Franchise; payment of all initial fees and any other applicable fees; meeting any eligibility requirements as are then generally applied by us to candidates for the particular Unit Franchise; and the execution by you (and any Affiliate and owner of yours) of a General Release, as defined in Section 1.11 of the Unit Franchise Agreement. Such General Release will exclude, where such releases are expressly prohibited by applicable law, those claims solely related to the offer and sale of the new Unit Franchise. If you do not meet the conditions applicable to the awarding of the Unit Franchise and/or any opening requirements that may be included in any agreements, then we and/or CWNA may pursue such Unit Franchise; and/or grant any other person/entity the right to participate in it, without any liability or further obligation to you.

D. Reserved Rights:

We expressly reserve all other rights, including among them the rights to:

1. own and/or operate ourselves, and/or authorize others to own and/or operate:

   (a) any kind of business in the Territory selling to customers and clients located anywhere, whether or not using the Marks and System, except (1) a Unit Franchise during the Start-Up Period (if the Unit Franchise Agreement is not a renewal Unit Franchise Agreement or for the Transfer of an existing Unit Franchise); and (2) subject to any applicable right of first refusal as described above in this Exhibit; and

   (b) any kind of business outside of the Territory selling to customers and clients located anywhere, whether or not using the Marks and System including, without limitation, Unit Franchises.

2. develop or become associated with other concepts (including dual branding and/or other franchise systems), and award franchises under such other concepts for locations anywhere, and/or operate units/channels of distribution owned by us and/or any Affiliate under such other concepts for locations anywhere, selling to customers located anywhere;

3. acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere and selling to customers located anywhere. Such transactions may include (but are

not limited to) arrangements involving competing outlets and brand conversions (to or from the Marks and System). Such transactions are expressly permitted under this Agreement, and you agree to participate at your expense in any such conversion as instructed by us;

4. market and sell products and services, whether or not under the Marks and whether or not competitive to the Products and Services, to customers and clients located anywhere using any channel of distribution located anywhere; and

5. in every instance in which we have the right to terminate this Agreement under Section 16, we may elect in our Business Judgment to cancel any and/or all of your territorial or similar rights (including, but not limited to, any rights of first refusal), whether arising under this Agreement or in any other manner or document.

E. Customer Policies; Special Accounts and Internet Use.

1. We have the right to place geographic or other restrictions upon the operations and marketing activities of your Unit Franchise, among other things. You agree to comply with all such policies and restrictions issued and/or implemented by us in this Exhibit or otherwise in writing. You also agree only to deal with Special Account(s), as defined below, in the manner that we authorize. We may service and/or administer Special Accounts and may request related assistance from franchisees, according to processes and procedures we establish. If you accept such a request from us, you will be required to participate in the applicable project on the terms negotiated for such Special Account. **"Special Accounts"** shall mean classes of special customers and clients (which may include national accounts, other large businesses, government agencies, and/or other specified accounts) as designated by us from time to time in our Business Judgment.

2. Your use of the Internet and other electronic or other means of marketing and distribution of goods and/or services must be consistent with any specifications, policies and/or standards we establish from time to time in our Business Judgment. You will not market or sell through such venue(s) or any channel of distribution other than your Unit Franchise without our written permission, which we can grant, condition or deny in our Business Judgment.

3. We may choose in our Business Judgment to offer/provide the Products and/or Services through the Internet and/or other similar venues (no matter where the customer is located), including websites administered by third parties such as Amazon.

4. Other than specifically authorized by us, you must operate your Unit Franchise only as authorized by the terms of the Unit Franchise Agreement, and you must not engage in sales in any other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales.

CARTRIDGE WORLD®
Unit Franchise Agreement

Exhibit D
COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE (this "Assignment") is entered into as of _____, 20___, between _____ ("Unit Franchisee") and _____, a(n) _____ ("Master Franchisee").

Subject to the provisions hereof, Unit Franchisee, to secure its obligations to Master Franchisee under the franchise agreement between Master Franchisee and Unit Franchisee for the operation of a "CARTRIDGE WORLD Unit Franchise," dated _____, 20__ (the "Unit Franchise Agreement") and under every agreement between Unit Franchisee and Master Franchisee, hereby assigns, transfers and sets over unto Master Franchisee [and/or such person(s)/entity(ies) as Master Franchisee may from time-to-time designate] all of Unit Franchisee's right, title and interest, whether as tenant or otherwise, in, to and under that certain lease (the "Lease"), a copy is attached to this Assignment, dated _____, 20__, between Unit Franchisee and _____ ("Landlord"), respecting that property commonly known as _____ (the "Premises"). Master Franchisee shall have no liabilities or obligations of any kind arising from, or in connection with, this Assignment, the Lease or otherwise (including, but not limited to, any obligation to pay rent and/or other amounts) **until and unless** Master Franchisee, in its Business Judgment, takes possession of the Premises pursuant to the terms hereof and expressly (and in writing) assumes the rights and obligations of Unit Franchisee under the Lease. Master Franchisee is only responsible for those obligations accruing after the date of such assumption.

Unit Franchisee agrees to indemnify and hold harmless Master Franchisee from and against all claims and demands of any type, kind or nature made by the Landlord or any third party that arise out of or are in any manner connected with Unit Franchisee's use and occupancy of the Premises subject to the Lease.

Unit Franchisee represents and warrants to Master Franchisee that Unit Franchisee has full power and authority to assign the Lease and its interest in the Lease.

Master Franchisee will not take possession of the Premises until and unless Unit Franchisee defaults (and/or until there is a termination, cancellation, rescission or expiration of Unit Franchisee's rights) under the Lease, any sublease, the Unit Franchise Agreement or other agreement between Unit Franchisee and Master Franchisee (or any Affiliate). In such event, Master Franchisee (or its designee) shall have the right, and is hereby empowered, (but has no obligation) to take possession of the Premises and expel Unit Franchisee therefrom. Unit Franchisee shall then have no further right, title or interest in or under the Lease or to the Premises, all such rights thereby passing to Master Franchisee or its designee, in each case without the Landlord's further consent. Unit Franchisee agrees to do all acts necessary or appropriate to accomplish such assignment on Master Franchisee's request. Unit Franchisee will reimburse Master Franchisee for the costs and expenses incurred in connection with any such

retaking including, without limitation, the payment of any back rent and other payments due under the Lease (whether such payments are made by a separate agreement with the Landlord or otherwise), Attorneys' Fees and expenses of litigation incurred in enforcing this Assignment, costs incurred in reletting the Premises and costs incurred for putting the Premises in good working order and repair.

Unit Franchisee agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Master Franchisee. Throughout the term of the Unit Franchise Agreement, Unit Franchisee agrees that it shall elect and exercise all options to extend the term of (or renew or assume in bankruptcy) the Lease not less than ten (10) days prior to the last day that said option must be exercised, unless Master Franchisee otherwise agrees in writing. Unit Franchisee shall provide Master Franchisee with a copy of all documents related to such options, extensions and other similar documents.

Failure of Master Franchisee to exercise any remedy hereunder shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of Master Franchisee under this Assignment are cumulative and are not in lieu of but are in addition to any other rights and remedies which Master Franchisee shall have under or by virtue of the Unit Franchise Agreement or otherwise. The terms, covenants, and conditions contained herein shall bind Franchisee and its successors and assigns, and inure to the benefit of Master Franchisee and its successors and assigns. In the event of any dispute between the parties regarding this Assignment, or any matter related in any way to it, the dispute resolution provisions (including, but not limited to, mediation, binding arbitration, waiver of jury trial and limitation of damages) of the Unit Franchise Agreement between Master Franchisee and Unit Franchisee shall apply. The arbitrator in any such proceeding shall have the full power and authority to grant an appropriate award to give full effect to this Assignment, expelling Unit Franchisee from the Premises and awarding possession to Master Franchisee, as well as granting such other relief as may be proper and fair at law and by equity. If there is more than one Unit Franchisee, their obligations hereunder will be joint and several.

This Assignment, any memorandum hereof or any financial statement related hereto may be recorded by, and at the expense of, Master Franchisee. Unit Franchisee hereby appoints Master Franchisee as its attorney in fact to execute any and all documents and to take any and all such actions, as are necessary or appropriate to record such instrument referenced above.

UNIT FRANCHISEE:	MASTER FRANCHISEE:
_____	_____
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name

LANDLORD APPROVAL:

The undersigned Landlord under the Lease hereby:

1. Agrees to notify Master Franchisee in writing of any default and any failure of Unit Franchisee to cure any default under the Lease;
2. Agrees that Master Franchisee shall have the right, but not be obligated, to cure any default by Unit Franchisee under the Lease within 30 days after delivery by Landlord of written notice thereof;
3. Consents to the foregoing Collateral Assignment and agrees that if Master Franchisee takes possession of the Premises and confirms to Landlord the assumption of the Lease by Master Franchisee as tenant, Landlord shall recognize Master Franchisee, or its designee, as tenant under the Lease;
4. Agrees that Master Franchisee may further assign the Lease or sublet the Premises to a designee and/or a person or entity who is a CARTRIDGE WORLD Unit Franchisee reasonably acceptable to Landlord. Master Franchisee will have no further liability under the Lease upon such an assignment. This Approval of Landlord shall apply to any subsequent Unit Franchisee;
5. Agrees to provide a copy of this Collateral Assignment of Lease to any actual and/or prospective purchaser of the Premises.

LANDLORD	MASTER FRANCHISEE
_____	_____
By: _____	By: _____
Its _____	Its _____

CARTRIDGE WORLD®
Unit Franchise Agreement

Exhibit E

SITE SELECTION ACKNOWLEDGMENT AND ADA CERTIFICATION FORM

_____ ("Master Franchisee", or "we", "us" or "our") and _____ ("Unit Franchisee(s)" or "you") are parties to a franchise agreement dated _____, 20__ (the "Unit 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 Unit 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 at the Site. 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 Matters, 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 Unit 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 Form 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 Unit Franchise Agreement are expressly disclaimed by you.

ADA Certification:

In accordance with Section 3.3 of the Unit Franchise Agreement, Unit Franchisee certifies to Master Franchisee that to the best of Unit Franchisee's knowledge, the Premises of the Unit Franchise and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards including, but not limited to, the Americans with Disabilities Act. Unit Franchisee acknowledges that it is an independent contractor and the requirement of this certification by Master Franchisee does not constitute ownership, control, leasing or operation of the Unit Franchise. Unit Franchisee acknowledges that Master Franchisee has relied on the information contained in this certification. Furthermore, Unit Franchisee agrees to indemnify Cartridge World, Master Franchisee and Master Franchisee-Related Parties, and each of their respective officers, directors, and employees, in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by such indemnified party(ies) as a result of any matters associated with Unit Franchisee's compliance (or failure to comply) with the Americans with Disabilities Act, as well as the costs, including attorneys' fees, related to the same.

In the event of any dispute concerning or relating to this document and/or any of the transactions and/or matters to which it may apply, such dispute will be resolved in accordance with the dispute resolution provisions of the Unit Franchise Agreement (including, but not limited to, Sections 19, 20 and 23 of the Unit Franchise Agreement). Terms not defined in this document shall have the same meaning as they do in the Unit Franchise Agreement.

All signers are jointly and severally responsible for the representations and promises described in this Acknowledgment and Certification Form.

UNIT FRANCHISEE(S)

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

EXHIBIT A-2
TO DISCLOSURE DOCUMENT

MULTI-UNIT AGREEMENT

CARTRIDGE WORLD®
MULTI-UNIT AGREEMENT

This Multi-Unit Agreement (this "**Agreement**") is entered into as of _____, 20__ between _____ ("**Master Franchisee**") and _____ ("**Unit Franchisee**"), upon the following terms, conditions, covenants and agreements.

INTRODUCTION

A. Master Franchisee and Unit Franchisee are, concurrently with the signing of this Agreement, entering into a Unit Franchise Agreement (the "**1st FA**") for the operation of a CARTRIDGE WORLD Unit Franchise at _____ (the "**1st Unit Franchise**"). All capitalized terms not otherwise defined in this Agreement shall have the same meanings given in the 1st FA.

B. Unit Franchisee desires to obtain and qualifies for a second Unit Franchise Agreement (the "**2nd FA**") for a second Unit Franchise (the "**2nd Unit Franchise**"), or for a 2nd FA for a 2nd Unit Franchise and a third Unit Franchise Agreement (the "**3rd FA**") for a third Unit Franchise (the "**3rd Unit Franchise**"), and to pay the applicable Initial Franchise Fees for such Unit Franchises in the amounts as agreed under this Agreement, instead of under the then-current form of Unit Franchise Agreement.

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

1. INITIAL FRANCHISE FEES; CONDITIONS ON FRANCHISE.

1.1 Unit Franchisee understands and agrees that this Agreement confers upon Unit Franchisee a conditional right to obtain an additional Franchise for an additional Unit Franchise. Unit Franchisee agrees that Unit Franchisee's right to obtain an additional Franchise is expressly contingent upon: (i) Unit Franchisee's compliance at all times with the requirements of this Agreement, the 1st FA, any other agreements between Master Franchisee and Unit Franchisee, and the standards, policies and specifications for Unit Franchises, whether contained in the ~~Operations Manuals~~Guidance provided or any other written communication to Unit Franchisee by Master Franchisee, relating to the development, appearance or operation of the 1st Unit Franchise; (ii) Unit Franchisee's delivery of a General Release; (iii) Unit Franchisee's ability to meet Master Franchisee's/CWNA's then-current financial criteria then generally applicable to the award of a second or third Unit Franchise to a unit franchisee, as applicable; and (iv) the opening of any such Unit Franchise(s) within the applicable timeframes noted below in this Section 1.1. Based upon the understanding of all such conditions and agreement by Unit Franchisee, Master Franchisee covenants to grant to Unit Franchisee, subject to all of the other terms of the applicable Unit Franchise Agreement for such Unit Franchises: ***[choose one]***

_____ The Initial Franchise Fee for the 2nd Unit Franchise shall be $_____. The 2nd Unit Franchise must be open for business not later than _____ (the "**Deadline Date**"); or

_____ The Initial Franchise Fee for the 2nd Unit Franchise shall be $_____. The 2nd Unit Franchise must be open for business not later than _____ (the "**1st Deadline Date**"). The Initial Franchise Fee for the 3rd Unit Franchise shall be $_____. The 3rd Unit Franchise must be open for business not later than _____ (the "**2nd Deadline Date**").

1.2 Unit Franchisee understands and agrees that Unit Franchisee obtains no rights (including, without limitation, any right of first refusal, right of first offer, or option) with respect or relating to any site, location, geographical area or territory under this Agreement. Unit Franchisee is not required under this Agreement to develop and open any additional Unit Franchises.

1.3 If Master Franchisee terminates this Agreement due to Unit Franchisee's failure to comply with the Unit Franchise opening Deadline Date(s) established in Section 1.1 above, Unit Franchisee agrees that Unit Franchisee shall not be entitled to any refund or credit for any amounts paid pursuant this Agreement or any Unit Franchise Agreement upon the termination of this Agreement.

2. AGREEMENT PROCESS.

2.1 For the 2nd Unit Franchise and the 3rd Unit Franchise (if applicable), the parties shall enter into Master Franchisee's then-current form of Unit Franchise Agreement. The parties' rights and obligations under the 2nd FA and 3rd FA (if applicable) shall be governed exclusively by the terms and conditions thereof, except with respect to the amount of the Initial Franchise Fee and the deadline to open the 2nd Unit Franchise and 3rd Unit Franchise (if applicable), as expressly provided in Section 1.1 of this Agreement. Master Franchisee reserves the right to modify, in its sole discretion and from time to time, Master Franchisee's form Unit Franchise Agreement, and the terms of the 2nd FA and/or 3rd FA may be materially different from the terms of the 1st FA.

2.2 If Master Franchisee and Unit Franchisee enter into the 2nd FA and, if applicable, the 3rd FA, then the applicable Initial Franchise Fee as set forth above will be paid by Unit Franchisee to Master Franchisee on the signing of the then-current Unit Franchise Agreement.

2.3 Unit Franchisee agrees that as a condition to Master Franchisee granting Unit Franchisee an additional Unit Franchise, Unit Franchisee, including all of its owners, shareholders, members and partners, must sign Master Franchisee's then-current standard form General Release of all claims against Master Franchisee and its Affiliates, officers, directors, members, shareholders, employees and representatives in their corporate and individual capacities, before executing the 2nd FA and the 3rd FA (if applicable).

3. OPENING DEADLINES PER ADDITIONAL UNIT FRANCHISE; TERM AND TERMINATION.

3.1 Unit Franchisee is not required under this Agreement to develop and open any additional Unit Franchises. However, if Unit Franchisee chooses to pursue an additional location, subject to the above described conditions, each Unit Franchise must be opened by the applicable Deadline Date(s) stated in Section 1.1 above. For purposes of this Agreement, a Unit Franchise will be considered to have been "opened" on the day it is open for regular, continuous business to the public. Unit Franchisee acknowledges and agrees that if Master Franchisee is not able to deliver a Franchise Disclosure Document to Unit Franchisee by reason of any lapse or expiration of any applicable franchise registration, or because Master Franchisee is in the process of amending such registration, or for any other reason, Master Franchisee may delay the award/execution of any Unit Franchise Agreement accordingly without liability to Unit Franchisee. If Unit Franchisee is attempting, but is unable to meet, the applicable opening Deadline Date for a Unit Franchise solely as a result of a force majeure event as described in Section 22.7 of the 1st FA, and which Unit Franchisee could not by the exercise of due diligence have avoided, the applicable Deadline Date shall be extended only for the duration of such force majeure event.

3.2 The term of this Agreement shall expire on the last Deadline Date noted in Section 1.1 above, unless earlier terminated as provided herein or extended under the circumstances noted in Section 3.1 above.

3.3 Master Franchisee shall have the right, but not the obligation, to immediately terminate this Agreement effective upon delivery to Unit Franchisee of written notice of termination, if:

A. Unit Franchisee fails to comply with any provision of this Agreement and does not correct such failure within thirty (30) days after Master Franchisee sends written notice.

B. Unit Franchisee, or any owner, shareholder, partner or member, if Unit Franchisee is a corporation, partnership or limited liability company, attempts to make an unauthorized assignment or transfer of this Agreement.

C. Any Unit Franchise Agreement between Unit Franchisee and Master Franchisee is terminated for whatever reason.

D. Unit Franchisee ceases to be a unit franchisee of Master Franchisee.

4. GENERAL PROVISIONS.

4.1 Unit Franchisee acknowledges and agrees that any award of the 2nd FA or, if applicable, the 3rd FA by Master Franchisee will depend upon Unit Franchisee meeting the requirements provided in Section 1.1.

4.2 The parties agree that the provisions of the following sections of the 1st FA are incorporated by reference into this Agreement and also apply, *mutatis mutandis*, to this Agreement): 1 (Definitions); 7 (Relationship of the Parties; Indemnification); 14 (Transfer); 16 (Termination of Franchise); 17 (Rights and Obligations on Transfer,

Repurchase, Termination and/or Expiration of Franchise); 19 (Governing Law and Dispute Resolution); 20 (Notices and Payments); 21 (CWNA as Third-party Beneficiary); 22 (Entire Agreement; Construction); and 23 (Miscellaneous).

4.3 This Agreement, the 1st FA, and any exhibits referenced in either of them constitute the entire understanding among the parties with respect to the 1st FA and this Agreement, and supersede all negotiations, prior discussions and preliminary agreements. Except as referenced herein, no prior agreement or other contemporaneous understanding pertaining to the 1st FA and this Agreement exists. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Unit Franchisee to waive reliance on any representation that Master Franchisee made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that Master Franchisee delivered to Unit Franchisee or its representative, subject to any agreed-upon changes to the contract terms and conditions described in that Franchise Disclosure Document and reflected in the 1st FA and this Agreement. This Agreement may not be modified except in writing executed by each of the parties and approved by Master Franchisee.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement in three counterparts on the day and year first above written.

THIS AGREEMENT WILL NOT BECOME EFFECTIVE UNLESS AND UNTIL SIGNED BY THE PRESIDENT OR A VICE PRESIDENT OF MASTER FRANCHISEE. NO FIELD REPRESENTATIVE OR OTHER PERSON IS AUTHORIZED TO EXECUTE THIS AGREEMENT FOR MASTER FRANCHISEE.

_____	_____
Master Franchisee	Unit Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT A-3
TO DISCLOSURE DOCUMENT

SPOUSAL/DOMESTIC PARTNER CONSENT

Spousal/Domestic Partner Consent Form

I, _____ [SPOUSE'S/DOMESTIC PARTNER'S NAME], am the spouse/domestic partner of _____ [UNIT 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 _____, an individual (individually and collectively, the "Unit Franchisee")
[or]

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

I represent, warrant, acknowledge, and agree that I am not a Unit 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 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/domestic 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 (not applicable according to California Business and Professions Code BPC Sections 16600-17365)
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.

Any claims by me against or relating in any way to the Master Franchisee, its parent or affiliates, and/or any of their respective directors, officers, members, partners, agents, employees, attorneys and representatives, will be governed by the dispute resolution provisions of the Unit Franchise Agreement.

_____
Signature

_____ _____
[Spouse's/Domestic Partner's Name] Date

EXHIBIT A-4
TO DISCLOSURE DOCUMENT

AUTOMATIC BANK DRAFT – AUTHORIZATION FORM

Automatic Bank Draft Authorization Form

I hereby authorize Cartridge World North America, LLC ("CWNA") and its agent EasyDraft to initiate withdrawals by electronic funds transfer ("EFT") from my checking account, as identified below, for amounts owed under my Unit Franchise Agreement and related agreements to the Master Franchisee for the area in which my Unit Franchise is located (the "Master Franchisee"). In addition, the financial institution at which my checking account is held is hereby authorized to debit my checking account for the withdrawals initiated by CWNA and its agent EasyDraft.

I authorize CWNA to withdraw funds at such days and times as CWNA and Master Franchisee shall determine via EFT from my bank account for all fees and other charges owed by me in connection with the Unit Franchise Agreement and this Authorization Form. I authorize ACH debits via EFT based on an amount: (1) 6% of my Gross Revenue and Gross Profit for Royalty Fees (as provided in the Unit Franchise Agreement) for the preceding Royalty period (currently a calendar month); and (2) up to 4% of my Gross Revenue and Gross Profit for the preceding Royalty period for Marketing Fund Contributions. I understand that all Royalty and Marketing Fund Contributions must be received by or credited to Master Franchisee's/CWNA's account no later than the 10th day after each Royalty period. Failure to pay or late payment is a default under the Unit Franchise Agreement.

If my account does not have sufficient funds to cover the debits authorized herein, I agree to pay a $25 Returned Debit service charge, which may be collected electronically. I acknowledge that the origination of ACH transactions in my account must comply with all applicable laws and the NACHA operating guidelines.

This authority is to remain in full force and effect until the underlying obligations under my Unit Franchise Agreement have been satisfied in full or released in writing by the Master Franchisee.

This authorization further confirms my understanding of the Unit Franchise Agreement signed by me in which I expressly agree to participate in any then current electronic funds transfer program. I agree that this authorization shall apply to any and all depositories and bank accounts with which I/we open accounts during the term of the Unit Franchise Agreement and any renewals. I also agree that if I close any bank account, I am obligated immediately to: (i) notify CWNA and the Master Franchisee thereof in writing, (ii) establish another bank account, and (iii) execute and deliver to CWNA and the Master Franchisee all documents necessary to begin and continue making withdrawals from such bank account/depository by ACH debiting or other electronic means. I specifically agree and declare that this Authorization shall be the only written authorization needed from me in order to initiate debit entries/ACH debit originations to my bank account(s) established with any depository or bank in the future.

[Customer information and signature page to follow]

Customer Information

Name (as shown on bank account): _____ Unit Franchise #: _____

Address:
_____

City:_____ State:_____ Zip Code: _____

Unit Franchise Phone Number:_____ Home Phone Number:_____

Bank Name:_____

Email: _____

_____ /_____
Transit Routing Number / Account Number

Name (please print): _____

_____ _____
Signature Date

Please attach a voided check with this application

Send to:
Cartridge World North America, LLC
3917 Mercy Drive
McHenry, Illinois 60050
Attention: Accounting Department

EXHIBIT B
TO DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

EXHIBIT B-1
TO DISCLOSURE DOCUMENT

Master Franchisee's Financial Statements

EXHIBIT B-2
TO DISCLOSURE DOCUMENT

CWNA's Financial Statements

Cartridge World North America, LLC

Financial Report
December 31, 2018

Cartridge World North America, LLC

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plante moran

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plantemoran.com

Independent Auditor's Report

To the Board of Directors and Management
Cartridge World North America, LLC

We have audited the accompanying financial statements of Cartridge World North America, LLC (the "Company"), which comprise the balance sheet as of December 31, 2018, 2017, and 2016 and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cartridge World North America, LLC as of December 31, 2018, 2017, and 2016 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Plante & Moran, PLLC

March 27, 2019

PRAXITY

Cartridge World North America, LLC

Balance Sheet

December 31, 2018, 2017, and 2016

	2018	2017	2016
Assets			
Current Assets			
Cash and cash equivalents	$ 223,301	$ 112,959	$ 280,378
Restricted cash - Ad Fund	89,999	291,850	693,001
Accounts receivable - Net	286,990	395,273	508,767
Prepaid expenses and other current assets	180,046	120,176	107,856
Total current assets	780,336	920,258	1,590,002
Office Equipment and Software			
Office equipment and software	377,754	375,261	363,511
Construction in progress	152,883	123,229	93,750
Total office equipment and software	530,637	498,490	457,261
Less accumulated depreciation	355,415	336,626	312,292
Net office equipment and software	175,222	161,864	144,969
Other Assets			
Deposits	34,031	33,012	32,735
Intangible assets (Note 4)	360,639	387,306	45,000
Total assets	**$ 1,350,228**	**$ 1,502,440**	**$ 1,812,706**
Liabilities and Member's Equity			
Current Liabilities			
Accounts payable	$ 21,695	$ 97,783	$ 97,734
Current portion of note payable (Note 4)	130,477	117,308	-
Ad Fund liabilities	89,999	291,850	693,001
Accrued and other current liabilities:			
Accrued compensation	15,351	63,861	94,008
Customer deposits	-	20,300	36,300
Other accrued liabilities	69,498	211,367	144,056
Total current liabilities	328,020	802,469	1,065,099
Note Payable - Net of current portion (Note 4)	-	187,692	-
Total liabilities	328,020	990,161	1,065,099
Member's Equity	1,022,208	512,279	747,607
Total liabilities and member's equity	**$ 1,350,228**	**$ 1,502,440**	**$ 1,812,706**

See notes to financial statements.

GP:4843-5373-2170 v10

Cartridge World North America, LLC

Statement of Operations

Years Ended December 31, 2018, 2017, and 2016

	2018	2017	2016
Revenue			
Franchise royalty revenue	$ 1,744,204	$ 1,744,249	$ 2,020,344
Operational fees	477,986	545,786	623,368
Franchise fees	175,000	67,500	82,500
Training fees	39,300	117,400	72,000
Product sales	4,991	27,964	68,400
Other revenue	2,927	2,045	3,383
Total revenue	2,444,408	2,504,944	2,869,995
Cost of Revenue	552,534	666,329	636,293
Gross Profit	1,891,874	1,838,615	2,233,702
Operating Expenses			
Depreciation	18,789	24,489	29,273
Personnel expenses	875,523	969,264	1,098,759
Selling, general, and administrative expenses	752,058	1,793,191	1,488,132
Total operating expenses	1,646,370	2,786,944	2,616,164
Operating Income (Loss)	245,504	(948,329)	(382,462)
Nonoperating Income (Expense)			
Interest income (expense)	26	17	(1,042)
Product sale rebates	323,640	418,610	489,670
Ad Fund management fees	296,751	314,134	382,062
Total nonoperating income	620,417	732,761	870,690
Net Income (Loss)	**$ 865,921**	**$ (215,568)**	**$ 488,228**

See notes to financial statements.

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Cartridge World North America, LLC

Statement of Member's Equity

Years Ended December 31, 2018, 2017, and 2016

Balance - January 1, 2016	$ 967,800
Net income	488,228
Reclassification of related party receivable as deemed equity distribution	(708,421)
Balance - December 31, 2016	747,607
Net loss	(215,568)
Reclassification of related party receivable as deemed equity distribution	(19,760)
Balance - December 31, 2017	512,279
Net income	865,921
Reclassification of related party receivable as deemed equity distribution	(355,992)
Balance - December 31, 2018	**$ 1,022,208**

See notes to financial statements.

Cartridge World North America, LLC

Statement of Cash Flows

Years Ended December 31, 2018, 2017, and 2016

	2018	2017	2016
Cash Flows from Operating Activities			
Net income (loss)	$ 865,921	$ (215,568)	$ 488,228
Adjustments to reconcile net income (loss) to net cash and cash equivalents from operating activities:			
Depreciation and amortization	45,456	37,183	29,273
Bad debt expense	35,797	12,000	44,000
Loss on sale of fixed assets	-	587	-
Changes in operating assets and liabilities that provided (used) cash and cash equivalents:			
Accounts receivable	51,943	101,493	(61,768)
Prepaid expenses and other current assets	(59,870)	(12,320)	(6,835)
Other assets	(1,019)	(277)	(120)
Accounts payable	(76,088)	49	48,316
Accrued and other current liabilities	(209,678)	21,165	(110,962)
Net cash and cash equivalents provided by (used in) operating activities	652,462	(55,688)	430,132
Cash Flows from Investing Activities			
Purchase of property and equipment	(32,147)	(42,621)	(99,765)
Proceeds from disposition of property and equipment	-	650	-
Purchases of intangible assets	-	(10,000)	-
Change in related party receivable - Net	(355,992)	(19,760)	(708,421)
Net cash and cash equivalents used in investing activities	(388,139)	(71,731)	(808,186)
Cash Flows Used in Financing Activities - Payments on debt	(153,981)	(40,000)	-
Net Increase (Decrease) in Cash and Cash Equivalents	110,342	(167,419)	(378,054)
Cash and Cash Equivalents - Beginning of year	112,959	280,378	658,432
Cash and Cash Equivalents - End of year	**$ 223,301**	**$ 112,959**	**$ 280,378**
Cash paid for taxes			
Cash paid for taxes	$ -	$ -	$ 15,095
Cash paid for interest	-	649	1,042
Significant Investing and Financing Noncash Transactions			
Reclassification of related party receivable	$ 355,992	$ 19,760	$ 708,421
Intangible asset acquired in exchange for a note payable	-	345,000	-

See notes to financial statements.

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Note 1 - Nature of Business

Cartridge World North America, LLC (the "Company" or "CWNA") is a single-member limited liability company whose only member is Cartridge World International, Inc. (CWI), a Delaware corporation. CWI is a wholly owned subsidiary of Cartridge World Global Holding Co. Limited (CW Global), a Hong Kong entity formed on May 7, 2015. CW Global is a wholly owned subsidiary of Renjency Trading (H.K.) Co. Limited, a Hong Kong entity.

CWNA holds the master franchise agreement to award territorial master franchises for CWI in North America, South America, and Central America. The master franchise may operate or award unit franchise outlets in its territory. The unit franchise outlets provide printing solutions and services to the business and consumer markets, including high-quality replacement inkjet and laser printer cartridges, printers and printer service, business-to-business print management services, and paper and office supplies. In addition to awarding territorial master franchises, the Company provides training, marketing, and operational support tools, including a website and e-commerce site selling printer cartridges. Ongoing services, inventory, and supplies are provided to the unit franchises through approved suppliers.

Note 2 - Significant Accounting Policies

Basis of Presentation

The financial statements of the Company have been prepared on the basis of generally accepted accounting principles of the United States (GAAP). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. Actual results could differ from those estimates.

Cash Equivalents

The Company considers all investments with an original maturity of three months or less when purchased to be cash equivalents.

Accounts Receivable

The Company's accounts receivable include franchise royalties, franchise fees and other fees due from master franchises, operational fees due from unit franchises, and product rebates due from approved suppliers. An allowance for doubtful accounts is determined, with respect to those amounts that the Company has determined to be doubtful of collecting, using specific identification of doubtful accounts and an aging of accounts receivable analysis based on invoice due dates. Actual collection losses may differ from management's estimates. Uncollectible receivables are written off against the allowance for doubtful accounts when all efforts to collect them have been exhausted, and recoveries are recognized when they are received. Generally, accounts receivable are past due after 30 days of an invoice date unless special payment terms are provided. At December 31, 2018, 2017, and 2016, the Company's allowance for doubtful accounts amounted to $23,716, $51,806, and $49,153, respectively.

Office Equipment and Software

Property and equipment, consisting of office equipment and software, are recorded at cost, net of accumulated depreciation. The Company computes depreciation using the straight-line method for property and equipment over a period of three to five years. Costs of maintenance and repairs are charged to expense when incurred.

Intangible Assets

Acquired intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets. Intangible assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable. Assets not subject to amortization are tested for impairment at least annually.

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Note 2 - Significant Accounting Policies (Continued)

Royalty revenue intangible assets associated with company-acquired master agreements are being amortized using the straight-line method. The intangible is recorded at cost and is amortized over 15 years, the term of a master agreement.

Ad Fund Liabilities

The Company participates with its United States franchisees in a National Unit Ad Fund (Ad Fund). The Ad Fund is established to collect and administer funds contributed for use in advertising and promotional programs designed to increase sales and benefit the overall Cartridge World brand. Contributions to the Ad Fund are derived from unit franchise outlets, based on a percent of unit franchise outlet sales, and remitted to the Company.

The Company maintains a separate Ad Fund bank account and shows the balance as restricted cash on the balance sheet. The Ad Fund liabilities represent the corresponding obligation arising from the receipts of the Ad Fund. The receipts from the franchisees are recorded as a liability against which specified advertising costs are charged. The Company does not reflect franchisee contributions to the Ad Fund in its statement of operations or statement of cash flows. The Company is responsible for planning and supervising the spending of amounts collected on permissible marketing activities, as well as for obtaining reimbursement for its reasonable expenses attributable to providing services to and administrating the Ad Fund (e.g., salaries, rent, and utilities for related staff, legal fees, etc.) The Company was reimbursed approximately $259,000, $262,000, and $266,000 for administering the fund for the years ended December 31, 2018, 2017, and 2016, respectively. The Company also maintains a Master Marketing Ad Fund funded by contributions from the master franchisees, which operates similarly to the previously mentioned Ad Fund, other than the cash collected is not shown as restricted in a separate bank account. The Master Marketing Ad Fund liability was approximately $9,000, $9,000, and $68,000 as of December 31, 2018, 2017, and 2016, respectively, and was included within other accrued liabilities on the balance sheet. The Company was reimbursed approximately $38,000, $52,000, and $116,000 for administering the fund for the years ended December 31, 2018, 2017, and 2016, respectively.

Revenue and Cost Recognition

Franchise royalty revenue is based on franchisees' sales and is recognized as earned. Product sale rebate revenue is recognized as earned based on product sales made by approved suppliers to franchisees. Operational fees are for systems and services provided to unit franchises and are recognized as earned in the period provided. The Company recognizes franchise fee revenue when all material services or conditions relating to the granting or transfer of a franchise have been substantially performed or satisfied by the franchisor. Product sale revenue from e-commerce sales is recognized when the order is placed and submitted for third-party fulfillment of the order. Training fees are recognized when the training has been completed.

Advertising Expense

Advertising expense is charged to income during the year in which it is incurred. Advertising and promotion expense, excluding Ad Fund activity, for 2018, 2017, and 2016 was approximately $42,000, $43,000, and $127,000, respectively, and is included in selling, general, and administrative expenses in the accompanying statement of operations.

Income Taxes

The Company is treated as a limited liability company for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. Members are taxed individually on their pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated to the member in accordance with the Company's operating agreement.

Note 2 - Significant Accounting Policies (Continued)

Upcoming Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which will supersede the current revenue recognition requirements in Topic 605, *Revenue Recognition.* The ASU is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. The new guidance will be effective for the Company's year ending December 31, 2019. The ASU permits application of the new revenue recognition guidance using one of two retrospective application methods. The Company has not yet determined which application method it will use, and it is possible the pattern of revenue recognition could change upon adoption. The Company does not expect the ASU to significantly impact the revenue recognition related to its main revenue stream, franchise royalty revenue, and is currently assessing the impact on its other revenue streams. The Company does expect that the revenue recognition associated with initial franchise fees will be required to be deferred over the franchise period and is assessing the impact of this change. The Company expects to add significant disclosures related to the Company's revenue recognition policies and procedures upon implementation of the new standard.

In February 2016, the FASB issued ASU No. 2016-02, *Leases*, which will supersede the current lease requirements in ASC 840. The ASU requires lessees to recognize a right-of-use asset and related lease liability for all leases, with a limited exception for short-term leases. Leases will be classified as either finance or operating, with the classification affecting the pattern of expense recognition in the statement of operations. Currently, leases are classified as either capital or operating, with only capital leases recognized on the balance sheet. The reporting of lease-related expenses in the statements of operations and cash flows will be generally consistent with the current guidance. The new lease guidance will be effective for the Company's year ending December 31, 2020 and will be applied using a modified retrospective transition method to either the beginning of the earliest period presented or the beginning of the year of adoption. The new lease standard is expected to have a significant effect on the Company's financial statements as a result of the lease for its headquarters being classified as an operating lease. The effect of applying the new lease guidance is expected to increase long-term assets and liabilities. The effects on the results of operations are not expected to be significant, as recognition and measurement of expenses and cash flows for leases will be substantially the same under the new standard.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including March 27, 2019, which is the date the financial statements were available to be issued.

Note 3 - Franchise Activities

The Company awarded no new master franchise agreements during 2018, 2017, and 2016; however, there were transfers and renewals of master franchise agreements. Each master franchise agreement gives the holder territorial rights to operate or grant unit franchise outlets in its designated area.

There were 269 franchise outlets in operation as of December 31, 2018, compared to 309 and 355 franchise outlets at December 31, 2017 and 2016, respectively. There were no Company-owned franchise outlets in 2018, 2017, and 2016.

Note 4 - Acquired Intangible Assets

Intangible assets of the Company at December 31, 2018, 2017, and 2016 are summarized as follows:

	2018		2017		2016	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets - Master franchise agreement	$ 400,000	$ (39,361)	$ 400,000	$ (12,694)	$ 45,000	$ -

During 2017, the Company acquired a master franchise. As part of the acquisition, the Company agreed to pay $345,000 in exchange for the master franchise. A portion of the purchase price was due upon settlement, with the remainder to be paid over 29 months based on 40 percent of royalty revenue received under the respective master agreement. Any remaining portion owed at the end of the 29-month period would be paid within a defined time frame. The remaining balance at December 31, 2018 is $130,477 and is included as a note payable as of December 31, 2018. The Company will pay the remaining balance in 2019.

During 2017, the Company acquired a second master franchise for $10,000 cash, which was paid upon execution of the agreement.

Amortization expense for intangible assets totaled $26,667, $12,694, and $0 for the year ended December 31, 2018, 2017, and 2016, respectively.

Estimated amortization expense for the years endingDecember 31 are as follows:

Years Ending	Amount
2019	$ 26,667
2020	26,667
2021	26,667
2022	26,667
2023	26,667
Thereafter	227,304
Total	$ 360,639

Note 5 - Retirement Plans

The Company sponsors a 401(k) plan for substantially all employees. This plan provides for employee salary deferrals, as well as a matching employer contribution equal to 100 percent of the amount each employee contributes during the plan year, up to a maximum of 4 percent of their compensation. In addition, the Company may also make discretionary contributions to this plan. Contributions to the plan totaled $11,000, $16,000, and $24,000 for the years ended December 31, 2018, 2017, and 2016, respectively, and are included in personnel expenses in the accompanying statement of operations.

Note 6 - Related Party Transactions

As of December 31, 2018, 2017, and 2016, the Company had the following intercompany receivables (payables) from related entities through common ownership and control:

	2018	2017	2016
Due from Cartridge World Global Holding Co. Limited	$ 1,205,804	$ 1,205,804	$ 1,182,978
Due from Cartridge World International, Inc.	5,986	4,711	3,586
Due from Cartridge World Group Holdings Pty Ltd.	471,115	-	-
Due to Cartridge World International, Inc.	(25)	(25)	-
Due to Cartridge World Group Holdings Pty Ltd.	(116,398)	-	-
Due to Cartridge World, UK	(4,166)	(4,166)	-
Reclassification of related party receivable as deemed equity distribution	(1,562,316)	(1,206,324)	(1,186,564)
Related party receivables - Net	$ -	$ -	$ -

The receivables were a result of transactions that include personnel and administrative expense of the CW Global and CW Global offices incurred at the CWNA headquarters, CW Global and CW Global allocated management expense, payments, and settlement of intercompany obligations. The allocated personnel and administrative expense reimbursement for the years ended December 31, 2018, 2017, and 2016 was approximately $92,000, $239,000, and $329,000, respectively, which is recorded as an offset to the corresponding expenses in personnel expenses on the statement of operations.

The change in related party receivable is reclassified to member's equity as a deemed equity distribution due to uncertainty whether the receivable will be paid in the near term.

During 2017 and 2016, CWGH and CW Global executive management provided oversight and services to the Company and its affiliates. The allocated management expense for the years ended December 31, 2017 and 2016 was approximately $597,000 and $352,000 respectively, which is included in selling, general, and administrative expenses in the accompanying statement of operations. Starting in 2018, the Company is no longer responsible for paying these management fees.

Note 7 - Commitments and Contingencies

Lease Commitments

The Company is obligated under noncancelable operating lease commitments for its headquarters facility, which expires on December 31, 2019.

Minimum annual rental commitment under this operating lease is $98,000 for the year ending December 31, 2019.

Rent expense for the years ended December 31, 2018, 2017, and 2016 was approximately $88,000, $92,000, and $0, respectively, and is included in selling, general, and administrative expenses in the accompanying statement of operations.

Contingencies

The Company may, from time to time, be involved in various legal and administrative proceedings and claims arising in the ordinary course of its business. The ultimate resolutions of such claims would not, in the opinion of management, have a material effect on the Company's financial position or results of operations. The Company has been named in a class action lawsuit that alleges that the Company violated the Telephone Consumer Protection Act and is requesting $500 per each alleged violation. At this time, the Company cannot estimate total damages or the likelihood of a negative outcome.

EXHIBIT C
TO DISCLOSURE DOCUMENT

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Business Oversight California Department of Business Oversight	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 500 St. Paul, MN 55101-2198
New York (State Administrator)	Office of the New York State Attorney General Investor Protection Bureau, Franchise Section	120 Broadway, 23rd Floor New York, NY 10271-0332 212-416-8236 Phone 212-416-6042 Fax
New York (Agent)	Attention: New York Secretary of State New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Securities	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703

EXHIBIT D
TO DISCLOSURE DOCUMENT

Exhibit D-1

Current and Former Master Franchisees

D-1
Current and Former Master Franchisees
As of December 31, ~~2017~~2018

Master Code	States	Primary Contact	Alt. Contact	E-mail	Phone	Address	City	State	Zip Code
AKA	AK	Diana Pierce		cartridge.world@acsalaska.net	907-569-4465	2815 a-Dawson	Anchorage	AK	99503
ARK	AR	Joe Frederick	Shelia Frederick	jfrederick@cartridgeworldusa.com	501-227-7480	#2 Wellington Parrish Cove	Little Rock	AR	72211
FLA	FL	Francisco Garrido		fgarrido@cartridgeworld.com	954-383-4442	1945 S. Ocwan Dr # 112	Hallandale	FL	33009
AZN	AZ, NV, CA	CWNA		tricchio@cartridgeworld.com	815-321-4406	3917 Mercy Drive	McHenry	IL	60050
ORA	CA	CWNA		tricchio@cartridgeworld.com	815-321-4406	3917 Mercy Drive	McHenry	IL	60050
HAW	HI	CWNA		tricchio@cartridgeworld.com	815-321-4406	3917 Mercy Drive	McHenry	IL	60050
RMT	CO, UT, MT, WY	CWNA		tricchio@cartridgeworld.com	815-321-4406	3917 Mercy Drive	McHenry	IL	60050
MIN	MN, WI, IL, ND, SD	CWNA		tricchio@cartridgeworld.com	815-321-4406	3917 Mercy Drive	McHenry	IL	60050
NCC	CA	CWNA		tricchio@cartridgeworld.com	815-321-4406	3917 Mercy Drive	McHenry	IL	60050
MDA	MD, VA, DC	Gregg Carafello	Christine Carafello	kingofcolor@aol.com	973-492-8687	10 Briarcliff Terrace	Kinnelon	NJ	7405
NWJ	NJ	Greg Carafello	Christine Carafello	kingofcolor@aol.com	973-492-8687	10 Briarcliff Terrace	Kinnelon	NJ	7405
NYS	NY	Greg Carafello	Christine Carafello	kingofcolor@aol.com	973-492-8687	10 Briarcliff Terrace	Kinnelon	NJ	7405
OHM	OH, MI	Greg Carafello	Christine Carafello	kingofcolor@aol.com	973-492-8687	10 Briarcliff Terrace	Kinnelon	NJ	7405
INA	IN	Joe DeBerry	Arlo DeKraai	jdeberry@cartridgeworldntx.com	918-935-2701	2727 E 21st St Suite 304	Tulsa	OK	74114
NTX	TX, OK, KS, MO, IA, NE	Joe DeBerry	Arlo DeKraai	jdeberry@cartridgeworldntx.com	918-935-2701	2727 E 21st St Suite 304	Tulsa	OK	74114
PAD	PA, DE, NC	Brad Sinclair	Bruce Thaler	bsinclair@cartridgeworld.com	814-949-2767	116 Union Ave	Altoona	PA	16602
PTR	PR	Adonay Ramirez		aramirez@cartridgeworldpr.com	787-786-3800	Lomas Verdes Ave IF47	Bayamon	PR	956
CNE	ME, MA, NH, VT,RI,CT	Michael Mancuso		mikem@cartridgeworlri.com	401-884-0321	41 Harbour Terrace	E. Greemwich	RI	2818
GEO	GA, Central & Eastern TN	Timothy George		tgeorge@cartridgeworld.com	615-598-1218	1023 Falling Leaf Circle	Brentwood	TN	37027
SCR	SC	Gerry Medlin		gwmedlin1@aol.com	423-282-5971	208 Sunset Dr, Suite 5971	Johnson City	TN	37604
AMT	AL,MS, Western TN	Jim Threlkeld		Jim@cartridgeworld.com	901-327-0355	2719 Union Ave	Memphis	TN	38112
STX	TX	Patrick LeFeuvre		plefeuvre@cartridgeworld.com	713-785-4465	1102 Bayou Island Dr	Houston	TX	77063
NCB	CA	Ed Horowitz		ehorowitz@cartridgeworld.com	425-837-8135	27131 SE 25th Pl	Sammamish	WA	98075
PNW	WA, OR, ID	Ed Horowitz	Geoff Smith	ehorowitz@cartridgeworld.com	425-837-8135	27131 SE 25th Pl	Sammamish	WA	98075

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Current and Former Master Franchisees
As of December 31, ~~2017~~2018

INA	IN	Mark Myrick	Tina Myrick	mmyrick@cartridgeworld.com	317-436-7940	10995 Woodward Dr	Fishers	IN	46037
AZN	AZ,NV,CA	Jeff Sayas		jeff@cartridgeworldsowest.com	480-755-0744	3961 E Chandler Blvd #111-105	Phoenix	AZ	85048
ORA	CA	CWNA	Jeff Sayas	jeff@cartridgeworldsowest.com	480-755-0744	3961 E Chandler Blvd #111-105	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
MIN	MN, WI, IL, ND, SD	Steve Vollmer		svollmer@cartridgeworldmw.com	952-236-9032	7314 Kestrel Trail	Savage	MN	55378
OHM	OH, MI	Gary Voll	Bob Oyster	gvoll@cartridgeworld.com	614-793-0930	5640 Frantz Rd	Dublin	OH	43017

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

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

Exhibit D-2

Current Unit Franchisees

~~Master Code~~	~~Store Number~~	~~Owner First Name~~	~~Owner Last Name~~	~~Street Address~~	~~City~~	~~State~~	~~Zip / Postal Code~~	~~Center Phone~~
~~AKA~~	~~194~~	~~Diana~~	~~Pierce~~	~~2815-A Dawson~~	~~Anchorage~~	~~Alaska~~	~~99503~~	~~(907) 569-4465~~
~~AMT~~	~~285~~	~~Rick~~	~~Baker~~	~~1360 Montgomery Highway Suite 108~~	~~Vestavia Hills~~	~~Alabama~~	~~35216~~	~~(205) 822-6767~~
~~AMT~~	~~376~~	~~Jim~~	~~Threlkeld~~	~~5985 Stage Road Unit #28~~	~~Bartlett~~	~~Tennessee~~	~~38134~~	~~(901) 372-7373~~
~~AMT~~	~~521~~	~~Sreemukh~~	~~Sanne~~	~~201 LayFair Drive Suite 110~~	~~Flowood~~	~~Mississippi~~	~~39232~~	~~(601) 939-3373~~
~~AMT~~	~~522~~	~~Gary~~	~~Campbell~~	~~700 C Airport Rd~~	~~Huntsville~~	~~Alabama~~	~~35802~~	~~(256) 883-4567~~
~~AMT~~	~~672~~	~~Wiley~~	~~Dempsey~~	~~6383 Atlanta Highway~~	~~Montgomery~~	~~Alabama~~	~~36117~~	~~(334) 819-8797~~
~~AMT~~	~~749~~	~~Erich~~	~~Walchek~~	~~3000 Meadow Lake Dr. Ste. 102~~	~~Birmingham~~	~~Alabama~~	~~35242~~	~~(205) 408-0506~~
~~AMT~~	~~792~~	~~Rick~~	~~Baker~~	~~1940 Highway 31 South~~	~~Pelham~~	~~Alabama~~	~~35244~~	~~(205) 733-2299~~
~~AMT~~	~~803~~	~~Taylor~~	~~Morse~~	~~1016 W. Poplar Ave. Suite 104~~	~~Collierville~~	~~Tennessee~~	~~38017~~	~~(901) 853-3230~~
~~AMT~~	~~806~~	~~Michael~~	~~Willis~~	~~4717 Poplar Ave~~	~~Memphis~~	~~Tennessee~~	~~38104~~	~~(901) 767-4065~~
~~AMT~~	~~842~~	~~Brook~~	~~Conkle~~	~~3664A Airport Blvd.~~	~~Mobile~~	~~Alabama~~	~~36608~~	~~(251) 725-6380~~
~~ARK~~	~~667~~	~~Geoff~~	~~Quo~~	~~11321 W. Markham STE 1~~	~~Little Rock~~	~~Arkansas~~	~~72211~~	~~(501) 227-7480~~
~~ARK~~	~~752~~	~~Joe~~	~~Frederick~~	~~180 E. Joyce Blvd. # 108~~	~~Fayetteville~~	~~Arkansas~~	~~72703~~	~~(479) 251-1900~~
~~ARK~~	~~742~~	~~Glenda~~	~~Lennier~~	~~4900 Rogers Ave Suite 103E~~	~~Fort Smith~~	~~Arkansas~~	~~72903~~	~~(479) 434-4657~~
~~ARK~~	~~874~~	~~Kristie~~	~~Olson~~	~~4325 Mac Arthur~~	~~North Little Rock~~	~~Arkansas~~	~~72118~~	~~(501) 227-4657~~
~~AZN~~	~~22~~	~~Linda~~	~~Neider~~	~~635 E. Indian School Rd.~~	~~Phoenix~~	~~Arizona~~	~~85012~~	~~(602) 636-1400~~
~~AZN~~	~~129~~	~~Chuck~~	~~Sawyer~~	~~4592 E. Broadway~~	~~Tucson~~	~~Arizona~~	~~85711~~	~~(520) 325-7979~~
~~AZN~~	~~235~~	~~William~~	~~Cavinder~~	~~8411 W. Thunderbird A103~~	~~Peoria~~	~~Arizona~~	~~85381~~	~~(623) 776-7400~~
~~AZN~~	~~316~~	~~Laurence~~	~~Flinders~~	~~1155 South Power Road Suite 116~~	~~Mesa~~	~~Arizona~~	~~85206~~	~~(480) 854-3080~~

Exhibit D-2
Current Unit Franchisees
As of December 31, 20182017

AZN	318	Sherin	Holla	4601 W. Sahara	Las Vegas	Nevada	89102	(702) 444-1108
AZN	372	Greg	Hicks	1260 Gail Gardner Way Suite 129	Prescott	Arizona	86303	(928) 776-0444
AZN	524	Linda	Neider	749 E Bell Rd Ste 7	Phoenix	Arizona	85022	(602) 298-5100
AZN	546	Linda	Neider	9897 W McDowell Rd # 340	Tolleson	Arizona	85353	(623) 742-9192
AZN	781	Sham	Mehta	9550 S. Eastern Avenue Suite 190	Las Vegas	Nevada	89123	(702) 586-0634
CNE	163	Mike	Mancuso	2 Willowbrook Road	Cromwell	Connecticut	06416	(860) 632-9922
CNE	212	Mike	Mancuso	1500 Atwood Ave	Johnstown	Rhode Island	02919	(401) 353-3246
CNE	489	Mike	Mancuso	776 Main St	East Greenwich	Rhode Island	02818	(401) 515-2011
CNE	615	Greg	Oneill	247 Connecticut Ave	Norwalk	Connecticut	06854	(203) 956-5915
CNE	75	Brian	Gallagher	295 Daniel Webster Hwy Ste 2B	Nashua	New Hampshire	03060	(603) 598-4657
CNE	224	Philip	J. Coupe	183 U.S. Rte 1	Scarborough	Maine	04074	(207) 510-7048
CNE	403	Brian	Gallagher	379A South Broadway Unit C-1	Salem	New Hampshire	03079	(866) 211-4200
CNE	509	Brian	Gallagher	777 South Willow St	Manchester	New Hampshire	03103	(603) 657-7121
CNE	597	Zeina	Saghbini	13 Plaistow Rd #1	Plaistow	New Hampshire	03865	(603) 378-9465
CNE	762	Salvatore	Schembre	776 Main Street	East Greenwich	Rhode Island	02818	(401) 515-2011
COR	487	Ramona	Begnaud	3603-E Ambassador Caffery Parkway	Lafayette	Louisiana	70503	(337) 984-9000
COR	697	Kara	Ledet	265 Corporate Dr	Houma	Louisiana	70360	(985) 580-1010
FLA	9	Robert	Boheck	1111 N. Himes Ave	Tampa	Florida	33607	(813) 288-8465
FLA	48	Clifton	Jayroe	3100 University Blvd. South Suite 109	Jacksonville	Florida	32256	(904) 636-7878
FLA	190	Jeff	Rosenzweig	1777 N Congress Ave	Boynton Beach	Florida	33426	(561) 732-0016

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Current Unit Franchisees
As of December 31, 20182017

FLA	203	roger	madore	107 King Street	St. Augustine	Florida	32084	(904) 826-1462
FLA	221	Enrique	Yunis	3399 NW 72nd St Suite 223	Miami	Florida	33122	(305) 856-3434
FLA	233	Jeff	Karakoosh	851 W SR 436 Ste 1059	Altamonte Springs	Florida	32714	(407) 767-0680
FLA	354	Lech	Jaszcz	485 S. Nova Rd	Ormond Beach	Florida	32174	(386) 253-3555
FLA	479	Rohit	Kapadia	1500 Alafaya Trail Suite 1044	Oviedo	Florida	32765	(407) 366-0699
FLA	543	Dean	Jayroe	790 Skymarks Dr #107	Jacksonville	Florida	32218	(904) 330-0156
FLA	677	Clifton	Holland	4605 S Tamiami Trail	Sarasota	Florida	34231	(941) 924-2221
FLA	840	Alexander	Irigoyen	13141 McGregor Blvd. Suite 4	Fort Myers	Florida	33919	(239) 689-5123
FLA	849	James	A Dieugenio	3501 SW 2nd Ave. Suite N	Gainesville	Florida	32607	(352) 505-6626
FLA	865	Marcelo	Spotorno	954 NE 19th Ave.	Fort Lauderdale	Florida	33304	(954) 870-5118
FLA	876	Todd	Keesler	622 W 23rd St	Panama City	Florida	32405	(850) 257-5148
FLA	882	JANYER	PINO	3855 SW 137th Ave	Kendall	Florida	33175	(786) 558-9379
FLA	881	Ramon	Casanova	10257 W. Sample Rd.	Coral Springs	Florida	33065	(954) 800-7512
FLA	883	Viviana	Bechini	1860 N. Pine Island Rd Suite 104	Plantation	Florida	33322	(954) 940-8906
FLA	880	Daniel	Schwob	4226 W 16th Ave	Hialeah	Florida	33012	(786) 618-9172
GEO	108	Gerald	T. Utermark	10420 B Kingston Pike	Knoxville	Tennessee	37922	(865) 312-9456
GEO	152	Brad	Bishoff	210 Hawthorne Ave.	Athens	Georgia	30606	(706) 354-1333
GEO	156	Nancy	McGill	911 Duluth Highway Suite C-1-C	Lawrenceville	Georgia	30043	(770) 995-4465
GEO	172	Lowell	(Alan) A Greer	2820 Meredyth Drive Suite #2	Albany	Georgia	31707	(229) 883-8826
GEO	198	Larry	England	805 Sunset Dr. #2	Johnson City	Tennessee	37604	(423) 722-0333
GEO	199	Larry	England	1420 E Stone Dr	Kingsport	Tennessee	37660	(423) 247-7465

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

				~~Suite B1~~				
~~GEO~~	~~208~~	~~Luba~~	~~Bilentschuk~~	~~10713 Alpharetta Hwy~~	~~Roswell~~	~~Georgia~~	~~30076~~	~~(770) 594-1991~~
~~GEO~~	~~229~~	~~Robert~~	~~Amos~~	~~266 Bobby Jones Expressway Suite 128~~	~~Augusta~~	~~Georgia~~	~~30907~~	~~(706) 228-6000~~
~~GEO~~	~~244~~	~~John~~	~~Jeong~~	~~7540 East Brainerd Road Suite 109~~	~~Chattanooga~~	~~Tennessee~~	~~37421~~	~~(423) 894-5737~~
~~GEO~~	~~405~~	~~Steve~~	~~Gornall~~	~~10475 Medlock Bridge Rd Suite 104~~	~~Johns Creek~~	~~Georgia~~	~~30097~~	~~(770) 232-9990~~
~~GEO~~	~~428~~	~~Brian~~	~~Oxman~~	~~3220 Cobb Parkway #106~~	~~Atlanta~~	~~Georgia~~	~~30339~~	~~(770) 850-3455~~
~~GEO~~	~~430~~	~~Curtis~~	~~M Harkins~~	~~2628 Pleasant Hill Rd Suite 400~~	~~Duluth~~	~~Georgia~~	~~30096~~	~~(770) 497-4910~~
~~GEO~~	~~436~~	~~Dave~~	~~Jeffers~~	~~2501 Whittlesey Blvd Suite G~~	~~Columbus~~	~~Georgia~~	~~31909~~	~~(706) 507-3943~~
~~GEO~~	~~445~~	~~Curtis~~	~~Harkins~~	~~1800 Marketplace Blvd Suite 106~~	~~Cumming~~	~~Georgia~~	~~30041~~	~~(770) 888-8220~~
~~GEO~~	~~454~~	~~Jim~~	~~Walsh~~	~~1100 Hammond Dr. Suite 150~~	~~Atlanta~~	~~Georgia~~	~~30328~~	~~(770) 391-1100~~
~~GEO~~	~~455~~	~~Curtis~~	~~Harkins~~	~~3 Washington Ave Unit A~~	~~Gainesville~~	~~Georgia~~	~~30501~~	~~(855) 998-6637~~
~~GEO~~	~~478~~	~~Ashish~~	~~Gupta~~	~~2109 N Decatur Road~~	~~Decatur~~	~~Georgia~~	~~30033~~	~~(404) 321-3220~~
~~GEO~~	~~535~~	~~Brian~~	~~Hubert~~	~~4115 Mallory Lane Suite 216~~	~~Franklin~~	~~Tennessee~~	~~37067~~	~~(615) 327-3600~~
~~GEO~~	~~536~~	~~Brian~~	~~Hubert~~	~~218 20th Ave N Suite 1~~	~~Nashville~~	~~Tennessee~~	~~37203~~	~~(615) 327-3600~~
~~GEO~~	~~555~~	~~David~~	~~Grafton~~	~~221 N. Peters Rd~~	~~Knoxville~~	~~Tennessee~~	~~37923~~	~~(865) 690-4465~~
~~GEO~~	~~556~~	~~Jitendra N~~	~~Patel~~	~~3320 Lawrenceville-Suwanee Road Suite 1-D~~	~~Suwanee~~	~~Georgia~~	~~30024~~	~~(678) 482-4822~~
~~GEO~~	~~631~~	~~Joe~~	~~Oxman~~	~~2221 Peachtree Rd~~	~~Atlanta~~	~~Georgia~~	~~30305~~	~~(404) 231-5000~~
~~GEO~~	~~635~~	~~Dennis~~	~~Fraser~~	~~8200 Mall Pkwy Suite 145~~	~~Lithonia~~	~~Georgia~~	~~30038~~	~~(770) 484-4651~~
~~GEO~~	~~653~~	~~Marcy~~	~~Jacobs~~	~~215 Robert Rose Dr. Suite F~~	~~Murfreesboro~~	~~Tennessee~~	~~37129~~	~~(615) 848-0465~~

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As of December 31, 20182017

GEO	706	Mike	Powers	4900 Stewart Mill Rd #C	Douglasville	Georgia	30135	(770) 949-4465
GEO	707	Brad	Bishoff	17 Monroe Hwy	Winder	Georgia	30680	(678) 425-1599
GEO	805	Scott	Millen	90G Glenda Trace	Newnan	Georgia	30265	(770) 252-5255
GEO	813	Quinn	Pinnell	4524 Forsythe Rd Suite 309	Macon	Georgia	31210	(931) 728-9505
GEO	814	Jerry	Day	2206 Spedale Ct	Spring Hill	Tennessee	37174	(615) 302-0252
GEO	829	Cameron	Gonder	5502 Hixson Pike Suite I	Hixson	Tennessee	37343	(423) 842-0702
GEO	848	Brad	Hansard	712 Broad St	Rome	Georgia	30161	(706) 234-9465
GEO	864	Rafael	Guerra	5157 Jimmy Smith Parkway Suite 209	Hiram	Georgia	30141	(770) 635-1100
HAW	39	Glenn	Kinoshita	99-209 Moanalua Road #302	Aiea	Hawaii	96701	(808) 488-8855
INA	486	Steve	Farley	5357 E 82nd St	Indianapolis	Indiana	46250	(314) 471-8681
INA	622	Marlin	Horner	7225 US 31 S Unit D1	Indianapolis	Indiana	46227	(317) 887-9100
INA	761	Greg	Bewley	2202 E. Markland Avenue	Kokomo	Indiana	46901	(765) 456-3465
INA	424	Dorrie	Henderson	210 Meijer Drive Suite D	Lafayette	Indiana	47905	(765) 448-4500
INA	857	Tomm	Triplett	5450 Coldwater Road	Ft. Wayne	Indiana	46825	(260) 444-5681
MDA	589	Bruce	J Barnett	1990 William St	Fredericksburg	Virginia	22401	(540) 621-0320
MDA	97	William	Papierniak	4120 Cox Rd Suite A	Glen Allen	Virginia	23060	(804) 237-6844
MDA	297	Jim	Ahmed	2020 Electric Rd.	Roanoke	Virginia	24018	(540) 776-1112
MDA	480	William	Papierniak	11540 Busy Street	Richmond	Virginia	23236	(804) 423-6628
MDA	539	Nathan	Evans	4001 Virginia Beach Blvd. Unit 136	Virginia Beach	Virginia	23452	(757) 340-7700
MDA	675	Tim	Starinieri	44084 Riverside Parkway Suite 120	Landowne	Virginia	20176	(703) 858-9558
MDA	696	Fung	Yong (Angela)	13924 Hull Street Road	Midlothian	Virginia	23112	(804) 639-6797

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Current Unit Franchisees
As of December 31, 20182017

			Tee					
MDA	702	jamie	Parker	45 Conston Ave	Christiansburg	Virginia	07670	(540) 381-0016
MDA	743	Jamshed	Ahmed	3940 Valley GatewayBlvd	Roanoke	Virginia	24012	(540) 682-8200
MDA	798	Tom	Boone	6327 Multiplex Drive	Centreville	Virginia	20121	(703) 266-6666
MDA	804	Joann	Hubbard	610 Trent St. NE	Norton	Virginia	24273	(276) 679-1665
MIN	747	Steve "Onalaska"	Vollmer	1015 Pearson Drive	Hudson	Wisconsin	54016	(715) 381-5000
MIN	42	David	Morrill	6650 West State Street	Wauwatosa	Wisconsin	53213	(414) 777-1830
MIN	44	Greg	Bazany	7906 Eden Road	Eden Prairie	Minnesota	55344	(952) 224-8555
MIN	49	Jason	Waldron	13760 83rd Way	Maple Grove	Minnesota	55369	(763) 420-6632
MIN	81	Nate	Hastings	2605 S. Oneida St Suite 111	Ashwaubenon	Wisconsin	54304	(920) 497-8669
MIN	111	Karrie	Powers	5252 Utica Ridge Rd	Davenport	Iowa	52807	(563) 344-0465
MIN	157	Dan	Stafford	10450 Baltimore Street NE Suite 120	Blaine	Minnesota	55449	(763) 717-0114
MIN	158	Frank	Formiller	1171 S Washburn St	Oshkosh	Wisconsin	54904	(920) 230-1522
MIN	170	Steve	Szeszel	6219 Northwest Highway	Crystal Lake	Illinois	60014	(815) 477-0600
MIN	207	Dominique	Dauphin	358 W Army Trail Rd. Suite 150	Bloomingdale	Illinois	60108	(630) 893-6300
MIN	238	Thomas	Mongoven III	119 Green Bay Rd	Thiensville	Wisconsin	53092	(414) 351-4655
MIN	260	Dominique	Dauphin	7341 Lemont Road	Downers Grove	Illinois	60516	(630) 353-1113
MIN	263	Steve "Onalaska"	Vollmer	1220 Crossing Meadows Drive Suite 100	Onalaska	Wisconsin	54650	(608) 783-2644
MIN	271	Steve "Onalaska"	Vollmer	102 17th Ave NW #29	Rochester	Minnesota	55901	(507) 424-3959
MIN	337	Dan	Landsverk	4551 8th Street South Suite 101	Wisconsin Rapids	Wisconsin	54494	(715) 424-0960
MIN	387	Dan	Crepeau	744 E. Dundee	Palatine	Illinois	60074	(847) 202-0008
MIN	404	jeff	mcbee	6139 E. State Street	Rockford	Illinois	61108	(815) 316-

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Current Unit Franchisees
As of December 31, 20182017

								7722
MIN	414	Stan	Case	1633 County Road C West	Roseville	Minnesota	55113	(651) 379-0390
MIN	468	Steve "Onalaska"	Vollmer	2919 Mall Drive Suite A	Eau Claire	Wisconsin	54701	(715) 839-9733
MIN	471	Curtis	Drayton	7751-2 159th St	Tinley Park	Illinois	60477	(708) 532-3337
MIN	490	Larry	Gusk	2213 Prairie Ave	Beloit	Wisconsin	53511	(608) 368-8220
MIN	518	Jeff	Faul	23 N. Main St	Fond du Lac	Wisconsin	54935	(920) 322-1236
MIN	541	Jeanne	ONeal	3035 White Bear Avenue Suite 11	Maplewood	Minnesota	55109	(651) 779-9700
MIN	542	Mary	Franzen	3949 Calumet Ave Suite 5	Manitowoc	Wisconsin	54220	(920) 686-9395
MIN	571	Doug	Watson	3307 E. Lincoln Way	Sterling	Illinois	61081	(815) 625-2345
MIN	627	Tom	Schablitsky	7595 W. 148th Street	Apple Valley	Minnesota	55124	(952) 891-4545
MIN	647	Ed	Pocius	16114 S RTE 59	Plainfield	Illinois	60586	(815) 267-7571
MIN	690	Vicki	Bauer	5013 S Louise Ave.	Sioux Falls	South Dakota	57108	(605) 362-1900
MIN	691	Henry	Holtgard	3501 13th Ave S	Fargo	North Dakota	58103	(701) 235-6200
MIN	716	Steve	Horbul	138 Main St S	Cambridge	Minnesota	55008	(763) 552-4657
MIN	718	Dan	Landsverk	5370 Highway 10 East Suite G	Stevens Point	Wisconsin	54482	(715) 544-4945
MIN	722	Corine	Nareski	19035 W. Bluemound Rd #9	Brookfield	Wisconsin	53045	(262) 754-2901
MIN	809	Bill	Fox	8608 University Green Ste #5	Middleton	Wisconsin	53562	(608) 831-9626
MIN	112	Karrie	Powers	3924 38TH Avenue	Moline	Illinois	61265	(309) 762-2465
NCB	140	Ed	Belton	1420 Contra Costa Blvd. Suite C	Pleasant Hill	California	94523	(925) 609-9220
NCB	150	Young	Han	2265 Las Positas Road	Livermore	California	94551	(925) 455-4446
NCB	196	Wan	Chao	1554 Newell Avenue	Walnut Creek	California	94596	(925) 932-1096
NCB	312	Omar Huda	CW Los	6380 Wilshire Blvd Suite 110	Los Angeles	California	90048	(323) 653-

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			Angeles					3999
NCB	469	Omar Huda	CW Los Angeles	319 S. Arroyo Parkway #5	Pasadena	California	91105	(626) 793-5555
NCB	453	Scott	Hansel	367 Burns Dr. Unit #7	Yuba City	California	95991	(530) 751-9585
NCB	723	Scott	Hansel	760 Mangrove Ave	Chico	California	95926	(530) 342-3333
NCB	796	Gary	McConnell	5145 Golden Foothill Parkway Suite 130	El Dorado Hills	California	95762	(916) 939-7384
NCB	461	Gary	McConnell	11170 Sun Center Dr #200	Rancho Cordova	California	95670	(916) 859-0961
NCB	523	Stanley	White	7119 Elk Grove Blvd #121	Elk Grove	California	95758	(916) 714-6055
NCC	481	Desmond	Lee	3973 Stevens Creek Blvd.	Santa Clara	California	95051	(408) 985-1688
NCC	247	Katy	Kao	1750 Lundy Ave. #611237	San Jose	California	95161	(408) 777-9001
NCC	839	Rajbir	Dudwal	22306 Foothill Blvd.	Hayward	California	94541	(510) 733-6363
NTX	508	James	Burd	612 N. Broadway	Pittsburg	Kansas	66762	(620) 231-3455
NTX	84	Joseph	Copper	2250 North Rock Road	Wichita	Kansas	67226	(316) 681-1183
NTX	91	Andy	Neil	11728 W. Dodge Rd	Omaha	Nebraska	68114	(402) 334-3455
NTX	143	Frank	Smith	1704 South Broadway	Edmond	Oklahoma	73013	(405) 359-8765
NTX	148	Scott	Brown	11161 E. 31st Street	Tulsa	Oklahoma	74146	(918) 270-1300
NTX	216	Mary	Pycior	412 SW Ward Road	Lees Summit	Missouri	64081	(816) 246-4845
NTX	267	Rick	Bertke	1400 W. Southwest Loop 323 STE 50	Tyler	Texas	75701	(817) 921-2344
NTX	272	Andy	Neil	5400 S. 56th Street #6	Lincoln	Nebraska	68516	(402) 464-3455
NTX	286	Ali	Master	7632 Campbell Rd Suite 311	Dallas	Texas	75248	(972) 705-9494
NTX	294	Susan	Abbott	6955 N. Hickory St.	Kansas City	Missouri	64118	(816) 741-4465
NTX	330	James	Burd	2070 S. Main Street	Grove	Oklahoma	74344	(918) 786-3048

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NTX	340	Ky	Ngo	17277 Chesterfield Airport Blvd	Chesterfield	Missouri	63005	(636) 532-8484
NTX	347	James	Burd	211 West 3rd	Carthage	Missouri	64836	(417) 781-3455
NTX	348	Dal	Lindstrom	11333 E. Kellogg Suite 202	Wichita	Kansas	67207	(316) 684-3455
NTX	370	Ky	Ngo	14248 Manchester Road	Ballwin	Missouri	63011	(636) 391-2278
NTX	416	David Lee	Elbert	824 Washington Corners	Washington	Missouri	63090	(636) 390-0550
NTX	426	David Lee	Elbert	504 West Pearce	Wentzville	Missouri	63385	(636) 887-4840
NTX	431	Dan	McNeil	3656 South Campbell	Springfield	Missouri	65807	(417) 823-9990
NTX	442	Paul	Younger	3205 N. University Drive Suite L	Nacogdoches	Texas	75964	(936) 559-8347
NTX	457	Dal	Lindstrom	2919 SW Wanamaker	Topeka	Kansas	66614	(785) 861-7455
NTX	460	Joe	Jerome	801 73rd Street Suite I	Windsor Heights	Iowa	50324	(515) 564-7400
NTX	462	Joshawa	Trader	1842 S. Glenstone	Springfield	Missouri	65804	(417) 886-1234
NTX	506	Joseph	Copper	7130 W. Maple St. Suite 290	Wichita	Kansas	67209	(316) 729-7465
NTX	507	James	Burd	102 North Range Line	Joplin	Missouri	64801	(417) 206-3455
NTX	527	Tim	Reed	2827 University Ave.	Waterloo	Iowa	50701	(319) 226-3041
NTX	603	Ky	Ngo	9532 Manchester Road	Rock Hill	Missouri	63119	(314) 963-3439
NTX	611	Rachelle	Ogden	701 S. 25th St. #900	Norfolk	Nebraska	68701	(402) 844-3455
NTX	643	Paul	Holloway	2414 Gilmer rd Ste. #3	Longview	Texas	75604	(903) 759-4657
NTX	688	Paul	Andow	836 E Renfro St	Burleson	Texas	76028	(817) 386-7606
NTX	730	Joe	DeBerry	1251 S Harvard Ave	Tulsa	Oklahoma	74112	(918) 747-4340
NTX	786	Raja	Bhatti	3648 Matlock Road	Arlington	Texas	76015	(817) 557-0300
NWJ	27	Mohammad	Haq	2300 Wrangleboro Road # 304	Mays Landing	New Jersey	08330	(609) 484-1001
NWJ	51	Jose	Villacorta	415 Egg Harbor Road STE 21B	Sewell	New Jersey	08080	(856) 245-7386

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NWJ	56	Alex	martello	623 Eagle Rock Ave. Ste. 377	West Orange	New Jersey	07052	(908) 688-5601
NWJ	62	Michael	Guido	469 Main Street	Metuchen	New Jersey	08840	(848) 229-2390
NWJ	78	Ken	Bohs	350 Route 46 Suite 110	Rockaway	New Jersey	07866	(973) 586-9099
NWJ	83	John	Figueiredo	1310 Springfield Ave.	New Providence	New Jersey	07974	(908) 771-9696
NWJ	85	Donna	Anderson	76A Ramapo Valley Rd	Mahwah	New Jersey	07430	(201) 934-0020
NWJ	88	Robin	Bordman	1055 Hamburg Turnpike, Wedgewood Plaza	Wayne	New Jersey	07470	(973) 696-2880
NWJ	89	Jim	Feeney	Plaza 46 1590 Hwy 46 West	woodland park	New Jersey	07424	(973) 256-5610
NWJ	115	Greg	Carafello	205 Brick Mall	Brick	New Jersey	08723	(732) 920-1774
NWJ	187	Greg	Carafello	55 Mill St	Newton	New Jersey	07860	(973) 383-0204
NWJ	230	Jack	Pezzuti	2 Kiel Avenue	Kinnelon	New Jersey	07405	(973) 248-1010
NWJ	236	Thomas	Rippman	1304 Rte 47 Unit E	Rio Grande	New Jersey	08242	(609) 760-0814
NWJ	237	Robert	Doyle	106 E Ridgewood Ave	Paramus	New Jersey	07652	(201) 261-3131
NWJ	291	Lynn	Furman	268 US HWY 202/31	Flemington	New Jersey	08822	(908) 782-1180
NWJ	305	Thomas	Terranova	1370 South Main Road #8	Vineland	New Jersey	08360	(856) 692-0372
NWJ	533	Mahmoud	Mesheh	863 Somerset St	Somerset	New Jersey	08873	(732) 246-7575
NWJ	560	Michael	Webb	291 Ridge Rd	North Arlington	New Jersey	07031	(201) 438-8070
NWJ	634	Jeff	Bier	830 Franklin Ave.	Franklin Lakes	New Jersey	07417	(201) 891-0990
NWJ	652	Robert	Long	2 Split Rock Dr Suite 6	Cherry Hill	New Jersey	08003	(856) 751-0900
NWJ	662	Steven	Pallo	105 Route 46 West	Fairfield	New Jersey	07004	(973) 808-1903
NWJ	757	John	Applegate	4095 Route 1 South Suite 33B	Monmouth Junction	New Jersey	08852	(732) 329-2222
NWJ	859	Daniel	Menders	525 Becket Rd	Beckett	New Jersey	08085	(856) 467-1520
NYS	17	Frank	Francia	776 Hempstead Turnpike	Franklin Square	New York	11010	(516) 539-1211

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~~NYS~~	~~24~~	~~Mark~~	~~Becker~~	~~Town Plaza, 800 Rte. 146 Bldg. 200 Ste. 277~~	~~Clifton Park~~	~~New York~~	~~12065~~	~~(518) 371-2207~~
~~NYS~~	~~77~~	~~Trevor~~	~~Rose~~	~~425 Willis Ave~~	~~Williston Park~~	~~New York~~	~~11596~~	~~(516) 222-2422~~
~~NYS~~	~~437~~	~~Qing~~	~~Li~~	~~56-11 A Marathon Parkway~~	~~Little Neck~~	~~New York~~	~~11362~~	~~(718) 504-2862~~
~~NYS~~	~~528~~	~~Howard~~	~~Service~~	~~1694 McDonald Ave~~	~~Brooklyn~~	~~New York~~	~~11230~~	~~(718) 252-7771~~
~~NYS~~	~~844~~	~~Gerry~~	~~Moultry~~	~~225 West 23rd St~~	~~New York~~	~~New York~~	~~10011~~	~~(212) 414-8406~~
~~NYS~~	~~847~~	~~Henri~~	~~Kalajian~~	~~805 Third Ave~~	~~New York~~	~~New York~~	~~10022~~	~~(212) 308-1465~~
~~NYS~~	~~853~~	~~Greg~~	~~Carafello~~	~~One World Trade Center Suite 8500~~	~~New York City~~	~~New York~~	~~10007~~	~~(973) 768-9780~~
~~OHM~~	~~36~~	~~Eric~~	~~Kehler~~	~~323 W. Bridge Street~~	~~Dublin~~	~~Ohio~~	~~43017~~	~~(614) 889-8488~~
~~OHM~~	~~69~~	~~Steve~~	~~Tirrell~~	~~4901 Portage Street NW~~	~~North Canton~~	~~Ohio~~	~~44720~~	~~(330) 305-1424~~
~~OHM~~	~~70~~	~~Gary~~	~~Goodwin~~	~~6567 Brandt Pike~~	~~Huber Heights~~	~~Ohio~~	~~45424~~	~~(937) 233-4655~~
~~OHM~~	~~86~~	~~Amy~~	~~Tate~~	~~5699 Bay Rd.~~	~~Saginaw~~	~~Michigan~~	~~48604~~	~~(989) 790-8060~~
~~OHM~~	~~99~~	~~Christopher~~	~~Ratchford~~	~~1004 N. Hamilton Rd.~~	~~Gahanna~~	~~Ohio~~	~~43230~~	~~(614) 532-5368~~
~~OHM~~	~~123~~	~~Gregory~~	~~Winn~~	~~1393 Grandview Ave~~	~~Columbus~~	~~Ohio~~	~~43212~~	~~(614) 457-1324~~
~~OHM~~	~~128~~	~~W.H. Bill~~	~~Burch~~	~~1077 S Airport Rd W~~	~~Traverse City~~	~~Michigan~~	~~49686~~	~~(231) 668-9995~~
~~OHM~~	~~141~~	~~Steve~~	~~Tirrell~~	~~1918 Buchholzer Road~~	~~Akron~~	~~Ohio~~	~~44310~~	~~(330) 633-2735~~
~~OHM~~	~~155~~	~~Steven~~	~~Meyer~~	~~9864 E. Grand River Suite 140~~	~~Brighton~~	~~Michigan~~	~~48116~~	~~(810) 229-5599~~
~~OHM~~	~~167~~	~~Matt~~	~~Markus~~	~~3281 Rochester Rd~~	~~Troy~~	~~Michigan~~	~~48083~~	~~(248) 619-9959~~
~~OHM~~	~~210~~	~~Brian~~	~~Tallon~~	~~1715 E. Grand River~~	~~Okemos~~	~~Michigan~~	~~48864~~	~~(517) 721-1307~~
~~OHM~~	~~211~~	~~Amy~~	~~Tate~~	~~1112 S. Saginaw Road~~	~~Midland~~	~~Michigan~~	~~48640~~	~~(989) 631-0716~~
~~OHM~~	~~251~~	~~Steven~~	~~Meyer~~	~~1958 S Industrial Highway Suite C~~	~~Ann Arbor~~	~~Michigan~~	~~48104~~	~~(734) 213-1739~~
~~OHM~~	~~299~~	~~Farooq~~	~~Tahir~~	~~23936 Michigan Ave~~	~~Dearborn~~	~~Michigan~~	~~48124~~	~~(734) 858-8332~~
~~OHM~~	~~353~~	~~Kieu~~	~~Thu Le (Alt)~~	~~2839 Breton Rd~~	~~Grand Rapids~~	~~Michigan~~	~~49512~~	~~(616) 532-~~

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								1717
OHM	383	Mike	Detrow	327 N Lexington-Springmill Rd	Mansfield	Ohio	44906	(419) 747-7468
OHM	591	Brad	Troyer	4512 Stadium Drive	Kalamazoo	Michigan	49008	(269) 342-6331
OHM	613	Dawn	Rettig	820 N Main St Suite 4	Findlay	Ohio	45840	(419) 422-7166
OHM	618	Amy	Tate	206 N. Euclid Ave.	Bay City	Michigan	48706	(989) 686-1491
OHM	657	Alan	Horvath	4508 Cemetery Rd	Hilliard	Ohio	43026	(614) 777-4465
OHM	658	Rusty	McNair	1347 E. Kemper Road	Springdale	Ohio	45246	(513) 671-5700
OHM	739	Tom	Rhoden	3814 W. Alexis Rd	Toledo	Ohio	43623	(419) 517-7555
OHM	815	Brian	Tallon	5025 W. Saginaw Hwy	Lansing	Michigan	48917	(517) 853-0709
OHM	819	Amy	Tate	5647 State Street Suite C	Saginaw	Michigan	48603	(989) 790-2855
OHM	831	David	Fett	1094 N Cable Rd	Lima	Ohio	45805	(419) 999-9278
OHM	866	Mark	Provencher	2119 S. Linden Road	Flint	Michigan	48532	(810) 732-5080
OHM	868	Steven	Rumler	72 W. Carleton Rd	Hillsdale	Michigan	49242	(517) 437-2990
OHM	830	David	Fett	2100 Harding Highway Suite 6	Lima	Ohio	45804	(419) 999-9276
ORA	273	Rafael	Hernandez	860 W. Imperial Hwy Suite K	Brea	California	92821	(714) 256-9427
ORA	512	Jack	Zarember	11300 Los Alamitos	Los Alamitos	California	90720	(562) 594-7140
PAD	8	Michael	Szwast	1937-B Fruitville Pike	Lancaster	Pennsylvania	17601	(717) 509-8989
PAD	37	Bob	Bilbow	7A Gateway Shopping Center	Edwardsville	Pennsylvania	18704	(570) 822-4100
PAD	270	Mark	Crampton	105 W. NC Hwy 54 Suite 281	Durham	North Carolina	27713	(919) 806-0500
PAD	368	Drew	Sinclair	3420 Pleasant Valley Blvd	Altoona	Pennsylvania	16602	(814) 944-5554
PAD	390	Karen	McCready	1309 Eisenhower Blvd.	Johnstown	Pennsylvania	15904	(814) 262-7464
PAD	408	Gerald	Stricker	4886 Penn Ave	Sinking Spring	Pennsylvania	19608	(610) 927-9202

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PAD	440	Mark	Wickham	1838 Startown Rd	Hickory	North Carolina	28602	(828) 322-1001
PAD	449	Bruce	Thaler	222 Blvd of the Allies	Pittsburgh	Pennsylvania	15222	(412) 281-7950
PAD	451	David	Crown	200 S. Spring Garden Suite D	Carlisle	Pennsylvania	17013	(717) 249-8900
PAD	472	Bob	Nicholson	800 Peoples Plaza	Newark	Delaware	19702	(302) 832-2933
PAD	563	Robert	Porter	1052 Oakland Ave	Indiana	Pennsylvania	15701	(724) 465-2679
PAD	579	Samuel	Hoffman	346 N. Reading Road	Ephrata	Pennsylvania	17522	(717) 721-1850
PAD	582	Karen	Mazurek	1805 Loucks Rd Suite 100	York	Pennsylvania	17404	(717) 699-4465
PAD	599	Norman	Washick	26 Laurel St Suite 6	Pittston	Pennsylvania	18640	(570) 883-0300
PAD	606	Tom	Landis	1000 Carlisle St. #20	Hanover	Pennsylvania	17331	(717) 637-1311
PAD	860	Thomas	Laird	2671 Monroeville BLVD	Monroeville	Pennsylvania	15146	(412) 374-1700
PNW	58	Jason	King	1742 E Fairview	Meridian	Idaho	83642	(208) 884-0090
PNW	59	Jason	King	1701 W. State St.	Boise	Idaho	83702	(208) 363-7300
PNW	101	Jeremy	Mansius	1360 N Louisiana Suite B	Kennewick	Washington	99336	(509) 735-9266
PNW	175	Richard	Jarvis	2100 SE 164th Ave Sute D104	Vancouver	Washington	98683	(360) 882-4465
PNW	195	Jason	King	622 12th Ave South	Nampa	Idaho	83651	(208) 465-1800
PNW	258	Patrick	McCord	13216 East Sprague	Spokane Valley	Washington	99216	(509) 927-1077
PNW	304	Brian	McCann	810 Eastman Parkway	Gresham	Oregon	97080	(503) 489-1884
PNW	307	Patrick	McCord	3524 N. Government Way	Coeur d'Alene	Idaho	83815	(208) 930-4355
PNW	319	Bill	Johns	400 NE 45th Street	Seattle	Washington	98105	(206) 632-5555
PNW	327	Brian	McCann	10115 SW Nimbus Avenue Ste 600	Tigard	Oregon	97223	(503) 624-2171

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PNW	394	Patrick	McCord	9502 N Newport Hwy Suite 2A	Spokane	Washington	99218	(509) 465-8900
PNW	418	Patrick	McCord	4407 N. Division St. #100	Spokane	Washington	99207	(509) 489-3000
PNW	503	Nick	Fort	647 Blue Lakes Blvd North	Twin Falls	Idaho	83301	(208) 736-8667
PNW	517	Jacob	Davis	1432 S. Main St	Moscow	Idaho	83843	(208) 882-0206
PNW	774	Byron	Nukaya	2087 E. 17th Street	Idaho Falls	Idaho	83404	(208) 522-5017
PNW	807	Keith	Figueroa	476 Lancaster Dr NE	Salem	Oregon	97301	(503) 363-0966
PNW	823	Jeremy	Mansius	221 East Main Street	Walla Walla	Washington	99362	(509) 529-4556
PNW	246	Bill	Johns	17190 Redmond Way	Redmond	Washington	98052	(425) 895-1465
PTR	645	Joe	V Rodriguez-Nazario	C15 Acuarela Street Urb Munoz Rivera	Guaynabo	Puerto Rico	00969	(787) 999-2032
PTR	694	Adonay	Ramirez	Ave. Lomas Verdes IF-47 Royal Palm	Bayamon	Puerto Rico	00956	(787) 786-3800
RMT	50	Kelly	Thompson	832 E Fort Union Blvd	Midvale	Utah	84047	(801) 567-0202
RMT	215	Garry	Hill	1737 Briargate Blvd	Colorado Springs	Colorado	80920	(719) 260-0710
RMT	501	Allan	Chan	955-G Garden of Gods Road Oak Center	Colorado Springs	Colorado	80907	(719) 268-6880
SCR	367	Joe	Medlin	1140 Woodruff Road Suite 105	Greenville	South Carolina	29607	(864) 286-6300
SCR	621	Barry	Stachnik	1200 Queensborough	Mt Pleasant	South Carolina	29464	(843) 856-2344
SCR	725	Joe	Medlin	3275-C N Pleasantburg Drive	Greenville	South Carolina	29609	(864) 286-6300
SCR	790	Susan	DeMarco	104B Franklin Avenue	Spartanburg	South Carolina	29301	(864) 576-2766
STX	30	Van	Arrington	2055 Westheimer #165	Houston	Texas	77098	(713) 526-0040
STX	31	Ray	Curtis	317 Sidney Baker South #200	Kerrville	Texas	78028	(830) 895-3465
STX	73	Danny & JoAnn	Studdard	MOBILE STORE	Austin	Texas	78704	(512) 833-8490
STX	127	Christopher	David	8582 Westheimer	Houston	Texas	77063	(713) 783-

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								9200
STX	179	Robert	Snider	16126 Southwest Freeway Suite 150	Sugar Land	Texas	77479	(281) 980-1145
STX	181	George	Morato	290 S Business I-35	New Braunfels	Texas	78130	(830) 625-3338
STX	200	Clay	Deaton	1560 Eldridge Pkwy Suite 156	Houston	Texas	77077	(281) 497-4465
STX	227	James	Spillman	2200B I 45 North	Conroe	Texas	77301	(936) 539-1080
STX	245	Danny & JoAnn	Studdard	13000 N. Interstate 35 Bldg 2 Suite 500	Austin	Texas	78753	(512) 400-3745
STX	568	Berhane	Reddy	4036 Bellaire Blvd.	Houston	Texas	77025	(713) 518-1484
STX	586	Christopher	David	5638 Westheimer Road	Houston	Texas	77056	(713) 572-1700
STX	590	Ray	Edinger	7959 Fredericksburg Rd Suite 213	San Antonio	Texas	78229	(210) 949-0565
STX	760	Gerald	Nickelson	10904 Memorial Hermann Drive Suite 105	Pearland	Texas	77584	(281) 998-3050

Store Number	Territory Code	Owner	Center Address	Center Phone
194	AKA	Diana Pierce	2815-A Dawson Anchorage Alaska 99503	(907) 569-4465
285	AMT	Vasilios (Bill) Tsantes	1360 Montgomery Highway Suite 108 Vestavia Hills Alabama 35216	(205) 822-6767
376	AMT	Jim Threlkeld	5985 Stage Road Unit #28 Bartlett Tennessee 38134	(901) 372-7373
521	AMT	Sreemukh Sanne	201 LayFair Drive Suite 110 Flowood Mississippi	(601) 939-3373

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			39232	
522	AMT	Gary Campbell	700 C Airport Rd Huntsville Alabama 35802	(256) 883-4567
672	AMT	Wiley Dempsey	6383 Atlanta Highway Montgomery Alabama 36117	(334) 819-8797
749	AMT	Erich Walchek	3000 Meadow Lake Dr. Ste. 102 Birmingham Alabama 35242	(205) 408-0506
792	AMT	Vasilios (Bill) Tsantes	1940 Highway 31 South Pelham Alabama 35244	(205) 733-2299
803	AMT	Taylor Morse	1016 W. Poplar Ave. Suite 104 Collierville Tennessee 38017	(901) 853-3230
806	AMT	Michael Willis	4717 Poplar Ave Memphis Tennessee 38104	(901) 767-4065
842	AMT	Brook Conkle	3664A Airport Blvd. Mobile Alabama 36608	(251) 725-6380
667	ARK	Geoff Quo	11321 W. Markham STE 1 Little Rock Arkansas 72211	(501) 227-7480
742	ARK	Glenda Lennier	4900 Rogers Ave Suite 103E	(479) 434-4657

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			Fort Smith Arkansas 72903	
752	ARK	Joe Frederick	180 E. Joyce Blvd. # 108 Fayetteville Arkansas 72703	(479) 251-1900
874	ARK	Kristie Olson	4325 Mac Arthur North Little Rock Arkansas 72118	(501) 227-4657
22	AZN	Linda Neider	635 E. Indian School Rd. Phoenix Arizona 85012	(602) 636-1400
129	AZN	Chuck Sawyer	4592 E. Broadway Tucson Arizona 85711	(520) 325-7979
235	AZN	Blake Batchelder	8411 W. Thunderbird A103 Peoria Arizona 85381	(623) 776-7400
316	AZN	Laurence Flinders	1155 South Power Road Suite 116 Mesa Arizona 85206	(480) 854-3080
318	AZN	Sherin Holla	4601 W. Sahara Las Vegas Nevada 89102	(702) 444-1108
372	AZN	Greg Hicks	1260 Gail Gardner Way Suite 129 Prescott Arizona	(928) 776-0444

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			86303	
524	AZN	Linda Neider	749 E Bell Rd Ste 7 Phoenix Arizona 85022	(602) 298-5100
546	AZN	Linda Neider	9897 W McDowell Rd # 340 Tolleson Arizona 85353	(623) 742-9192
781	AZN	Sham Mehta	9550 S. Eastern Avenue Suite 190 Las Vegas Nevada 89123	(702) 586-0634
163	CNE	Mike Mancuso	2 Willowbrook Road Cromwell Connecticut 06416	(860) 632-9922
212	CNE	Mike Mancuso	1500 Atwood Ave Johnstown Rhode Island 02919	(401) 353-3246
224	CNE	Philip J. Coupe	183 U.S. Rte 1 Scarborough Maine 04074	(207) 510-7048
403	CNE	Brian Gallagher	379A South Broadway Unit C-1 Salem New Hampshire 03079	(866) 211-4200
489	CNE	Mike Mancuso	776 Main St East Greenwich Rhode Island 02818	(401) 515-2011

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509	CNE	Brian Gallagher	923 Elm Street Manchester New Hampshire 03103	(603) 657-7123
597	CNE	Zeina Saghbini	13 Plaistow Rd #1 Plaistow New Hampshire 03865	(603) 378-9465
615	CNE	Greg Oneill	247 Connecticut Ave Norwalk Connecticut 06854	(203) 956-5915
762	CNE	Salvatore Schembre	776 Main Street East Greenwich Rhode Island 02818	(401) 515-2011
487	COR	Ramona Begnaud	3603-E Ambassador Caffery Parkway Lafayette Louisiana 70503	(337) 984-9000
697	COR	Kara Ledet	265 Corporate Dr Houma Louisiana 0360	(985) 580-1010
9	FLA	Robert Boheck	1111 N. Himes Ave Tampa Florida 33607	(813) 288-8465
48	FLA	Clifton Jayroe	3100 University Blvd. South Suite 109 Jacksonville Florida 32256	(904) 636-7878
190	FLA	Jeff Rosenzweig	1777 N Congress Ave Boynton Beach Florida	(561) 732-0016

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			33426	
203	FLA	roger madore	107 King Street St. Augustine Florida 32084	(904) 826-1462
221	FLA	Enrique Yunis	3399 NW 72nd St Suite 223 Miami Florida 33122	(305) 856-3434
233	FLA	Jeff Karakoosh	851 W SR 436 Ste 1059 Altamonte Springs Florida 32714	(407) 767-0680
354	FLA	Lech Jaszcz	485 S. Nova Rd Ormond Beach Florida 32174	(386) 253-3555
479	FLA	Rohit Kapadia	1500 Alafaya Trail Suite 1044 Oviedo Florida 32765	(407) 366-0699
543	FLA	Alejandro Burda(MO)	20920 West Dixie Highway (Frye Financial Center) AventuraFlorida 33180	(754) 245-9244
677	FLA	Clifton Holland	8519 State Road 70 E. Bradenton Florida 34202	(941) 924-2221
840	FLA	Alexander Irigoyen	13141 McGregor Blvd. Suite 4 Fort Myers Florida 33919	(239) 689-5123
849	FLA	James A Dieugenio	3501 SW 2nd Ave. Suite N Gainesville	(352) 505-6626

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

			Florida 32607	
865	FLA	Marcelo Spotorno	954 NE 19th Ave. Fort Lauderdale Florida 33304	(954) 870-5118
876	FLA	Todd Keesler	622 W 23rd St Panama City Florida 32405	(850) 257-5148
880	FLA	Daniel Schwob	4226 W 16th Ave Hialeah Florida 33012	(786) 618-9172
881	FLA	Mr. Ramon Casanova	10257 W. Sample Rd. Coral Springs Florida 33065	(954) 800-7512
882	FLA	JANYER PINO	3855 SW 137th Ave Kendall Florida 33175	(786) 558-9379
883	FLA	Viviana Bechini	1860 N. Pine Island Rd Suite 104 Plantation Florida 33322	(954) 940-8906
814	GEO	Jerry Day	2206 Spedale Ct. Spring Hill, TN 37174	(615) 302-0252
108	GEO	Timothy George	1023 Falling Leaf Circle Brentwood Tennessee 37027	(615) 495-2350
152	GEO	Brad Bishoff	210 Hawthorne Ave. Athens Georgia 30606	(706) 354-1333

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

156	GEO	Nancy McGill	911 Duluth Highway Suite C-1-C Lawrenceville Georgia 30043	(770) 995-4465
172	GEO	Lowell (Alan) A Greer	2820 Meredyth Drive Suite #2 Albany Georgia 31707	(229) 883-8826
198	GEO	Larry England	805 Sunset Dr. #2 Johnson City Tennessee 37604	(423) 722-0333
199	GEO	Larry England	1420 E Stone Dr Suite B1 Kingsport Tennessee 37660	(423) 247-7465
208	GEO	Luba Bilentschuk	10713 Alpharetta Hwy Roswell Georgia 30076	(770) 594-1991
229	GEO	Robert Amos	266 Bobby Jones Expressway Suite 128 Augusta Georgia 30907	(706) 228-6000
244	GEO	John Jeong	7540 East Brainerd Road Suite 109 Chattanooga Tennessee 37421	(423) 894-5737
405	GEO	Steve Gornall	10475 Medlock Bridge Rd Suite 104 Johns Creek	(770) 232-9990

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

			Georgia 30097	
428	GEO	Brian Oxman Joe Oxman	3220 Cobb Parkway #106 Atlanta Georgia 30339	(770) 850-3455
430	GEO	Curtis M Harkins	2628 Pleasant Hill Rd Suite 400 Duluth Georgia 30096	(770) 497-4910
436	GEO	Mike Forlines Mr. Dave Jeffers	2501 Whittlesey Blvd Suite G Columbus Georgia 31909	(706) 507-3943
445	GEO	Curtis Harkins	1800 Marketplace Blvd Suite 106 Cumming Georgia 30041	(770) 888-8220
454	GEO	Jim Walsh	1100 Hammond Dr. Suite 150 Atlanta Georgia 30328	(770) 391-1100
814	GEO	Jerry Day	2206 Spedale Ct. Spring Hill Tennessee 37174	(615) 302-0252
478	GEO	Ashish Gupta	2109 N Decatur Road Decatur Georgia 30033	(404) 321-3220
536	GEO	Brian Hubert	218 20th Ave N Suite 1	(615) 327-3600

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As of December 31, 2018~~2017~~

			Nashville Tennessee 37203	
555	GEO	David Grafton	221 N. Peters Rd Knoxville Tennessee 37923	(865) 690-4465
556	GEO	Jitendra N Patel	3320 Lawrenceville-Suwanee Road Suite 1-D Suwanee Georgia 30024	(678) 482-4822
631	GEO	Joe Oxman	2221 Peachtree Rd Atlanta Georgia 30305	(404) 231-5000
635	GEO	Dennis Fraser	8200 Mall Pkwy Suite 145 Lithonia Georgia 30038	(770) 484-4651
653	GEO	Marcy Jacobs	215 Robert Rose Dr. Suite F Murfreesboro Tennessee 37129	(615) 848-0465
706	GEO	Mike Powers	4900 Stewart Mill Rd #C Douglasville Georgia 30135	(770) 949-4465
707	GEO	Brad Bishoff	17 Monroe Hwy Winder Georgia 30680	(678) 425-1599
813	GEO	Quinn and Mandy Pinnell Quinn Pinnell	4524 Forsythe Rd Suite 309 Macon Georgia	(931) 728-9505

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

			31210	
829	GEO	Cameron Gonder	5502 Hixson Pike Suite I Hixson Tennessee 37343	(423) 842-0702
848	GEO	Brad Hansard	712 Broad St Rome Georgia 30161	(706) 234-9465
864	GEO	Rafael Guerra	5157 Jimmy Smith Parkway Suite 209 Hiram Georgia 30141	(770) 635-1100
39	HAW	Glenn_Kinoshita	99-209 Moanalua Road #302 Aiea Hawaii 96701	(808) 488-8855
424	INA	Dorrie Henderson	210 Meijer Drive Suite D Lafayette Indiana 47905	(765) 448-4500
486	INA	Steve Farley	5357 E 82nd St Indianapolis Indiana 46250	(314) 471-8681
622	INA	Marlin Horner	7225 US 31 S Unit D1 Indianapolis Indiana 46227	(317) 887-9100
761	INA	Greg Bewley	2202 E. Markland Avenue Kokomo Indiana 46901	(765) 456-3465

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

857	INA	Tomm Triplett	5450 Coldwater Road Ft. Wayne Indiana 46825	(260) 444-5681
97	MDA	William Papierniak	4120 Cox Rd Suite A Glen Allen Virginia 23060	(804) 237-6844
297	MDA	Jim Ahmed	2020 Electric Rd. Roanoke Virginia 24018	(540) 776-1112
480	MDA	William Papierniak	11540 Busy Street Richmond Virginia 23236	(804) 423-6628
539	MDA	Nathan Evans	4001 Virginia Beach Blvd. Unit 136 Virginia Beach Virginia 23452	(757) 340-7700
589	MDA	Bruce J Barnett	1990 William St Fredericksburg Virginia 22401	(540) 621-0320
675	MDA	Tim Starinieri	44084 Riverside Parkway Suite 120 Landowne Virginia 20176	(703) 858-9558
696	MDA	Fung Yong (Angela) Tee	13924 Hull Street Road Midlothian Virginia 23112	(804) 639-6797
702	MDA	jamie Parker	45 Conston Ave Christiansburg Virginia	(540) 381-0016

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

			07670	
798	MDA	Tom Boone	6327 Multiplex Drive Centreville Virginia 20121	(703) 266-6666
804	MDA	Joann Hubbard	610 Trent St. NE Norton Virginia 24273	(276) 679-1665
42	MIN	David Morrill	6650 West State Street Wauwatosa Wisconsin 53213	(414) 777-1830
49	MIN	Jason Waldron	13760 83rd Way Maple Grove Minnesota 55369	(763) 420-6632
81	MIN	Nate Hastings	2605 S. Oneida St Suite 111 Ashwaubenon Wisconsin 54304	(920) 497-8669
111	MIN	Karrie Powers	5252 Utica Ridge Rd Davenport Iowa 52807	(563) 344-0465
112	MIN	Karrie Powers	3924 38TH Avenue Moline Illinois 61265	(309) 762-2465
158	MIN	Frank Formiller	1171 S Washburn St Oshkosh Wisconsin 54904	(920) 230-1522
207	MIN	Dominique Dauphin	358 W Army Trail Rd. Suite 150	(630) 893-6300

Exhibit D-2
Current Unit Franchisees
As of December 31, 20182~~2017~~

			Bloomingdale Illinois 60108	
238	MIN	Thomas Mongoven III	119 Green Bay Rd Thiensville Wisconsin 53092	(262) 292-8337
260	MIN	Dominique Dauphin	7341 Lemont Road Downers Grove Illinois 60516	(630) 353-1113
263	MIN	Steve Vollmer	1220 Crossing Meadows Drive Suite 100 Onalaska Wisconsin 54650	(608) 783-2644
271	MIN	Steve Vollmer	102 17th Ave NW #29 Rochester Minnesota 55901	(507) 424-3959
337	MIN	Austin Formiller	4551 8th Street South Suite 101 Wisconsin Rapids Wisconsin 54494	(715) 424-0960
387	MIN	Dan Crepeau	744 E. Dundee Palatine Illinois 60074	(847) 202-0008
404	MIN	jeff mcbee	5411 East State St. Suite #2 Rockford Illinois 61108	(815) 316-7722

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

414	MIN	Stan Case	1633 County Road C West Roseville Minnesota 55113	(651) 379-0390
468	MIN	Steve Vollmer	2919 Mall Drive Suite A Eau Claire Wisconsin 54701	(715) 839-9733
490	MIN	Larry Gusk	2213 Prairie Ave Beloit Wisconsin 53511	(608) 368-8220
518	MIN	Jeff Faul	23 N. Main St Fond du Lac Wisconsin 54935	(920) 322-1236
542	MIN	Mary Franzen	3949 Calumet Ave Suite 5 Manitowoc Wisconsin 54220	(920) 686-9395
571	MIN	Doug Watson	3307 E. Lincoln Way Sterling Illinois Estados Unidos 61081	(815) 625-2345
627	MIN	Tom Schablitsky	7595 148th St. W. Apple Valley Minnesota 55124	(952) 891-4545
647	MIN	Ed Pocius	16114 S RTE 59 Plainfield Illinois 60586	(815) 267-7571
690	MIN	Vicki Bauer	5013 S Louise Ave. Sioux Falls South Dakota	(605) 362-1900

Exhibit D-2
Current Unit Franchisees
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			57108	
691	MIN	Henry Holtgard	3501 13th Ave S Fargo North Dakota 58103	(701) 235-6200
722	MIN	Corine Nareski	19035 W. Bluemound Rd #9 Brookfield Wisconsin 53045	(262) 754-2901
747	MIN	Steve Vollmer	1015 Pearson Drive Hudson Wisconsin 54016	(715) 381-5000
523	NCB	Stanley White	7119 Elk Grove Blvd. #121 Elk Grove, CA 95758	(916) 714-6055
140	NCB	Ed Belton	1420 Contra Costa Blvd. Suite C Pleasant Hill California 94523	(925) 609-9220
150	NCB	Young Han	2265 Las Positas Road Livermore California 94551	(925) 455-4446
196	NCB	Wan Chao	1554 Newell Avenue Walnut Creek California 94596	(925) 932-1096
312	NCB	Omar Huda CW Los Angeles	6380 Wilshire Blvd Suite 110 Los Angeles California 90048	(323) 653-3999
453	NCB	Scott Hansel	367 Burns Dr. Unit #7 Yuba City California	(530) 751-9585

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Current Unit Franchisees
As of December 31, 2018~~2017~~

			95991	
461	NCB	Gary McConnell	11170 Sun Center Dr #200 Rancho Cordova California 95670	(916) 859-0961
469	NCB	Omar Huda CW Los Angeles	319 S. Arroyo Parkway #5 Pasadena California 91105	(626) 793-5555
523	NCB	Stanley White	7119 Elk Gove Blvd Ste #121 Elk Grove California 95758	(916) 714-6055
723	NCB	Scott Hansel	760 Mangrove Ave Chico California 95926	(530) 342-3333
796	NCB	Gary McConnell	5145 Golden Foothill Parkway Suite 130 El Dorado Hills California 95762	(916) 939-7384
247	NCC	Katy Kao	1750 Lundy Ave. #611237 PO Box 611237 San Jose California 95161	(408) 777-9001
481	NCC	Desmond Lee	3973 Stevens Creek Blvd. Santa Clara California 95051	(408) 985-1688
839	NCC	Rajbir Dudwal	2010 Crow Canyon Place Suite 100 San Ramon California	(510) 733-6363

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			94583	
457	NTX	Dal Lindstom	2919 SW Wanamaker Topeka, KS 66614	(785) 861-7455
84	NTX	Ryan & Lindsay O'Hara	2250 North Rock Road Ste 130 Wichita Kansas 67226	(316) 681-1183
91	NTX	Andy Neil	11728 W. Dodge Rd Omaha Nebraska 68114	(402) 334-3455
143	NTX	Stephen Gray Stephen Gray	1704 South Broadway Edmond Oklahoma 73013	(405) 359-8765
148	NTX	Scott Brown	11161 E. 31st Street Tulsa Oklahoma 74146	(918) 270-1300
216	NTX	Mary Pycior	412 SW Ward Road Lees Summit Missouri 64081	(816) 246-4845
267	NTX	Rick Bertke Paul Holloway	1400 W. Southwest Loop 323 STE 50 Tyler Texas 75701	(817) 921-2344
272	NTX	Andy Neil	5400 S. 56th Street #6 Lincoln Nebraska 68516	(402) 464-3455
286	NTX	Ali Master	7632 Campbell Rd Suite 311 Dallas	(972) 705-9494

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As of December 31, 2018~~2017~~

			Texas 75248	
294	NTX	S n Abbott	6955 N. Hickory St. Kansas City Missouri 64118	(816) 741-4465
330	NTX	James Burd	2070 S. Main Street Grove Oklahoma 74344	(918) 786-3048
347	NTX	James Burd	211 West 3rd Carthage Missouri 64836	(417) 781-3455
348	NTX	Dal Lindstrom	11333 E. Kellogg Suite 202 Wichita Kansas 67207	(316) 684-3455
370	NTX	Ky Ngo	14248 Manchester Road Ballwin Missouri 63011	(636) 391-2278
416	NTX	David Lee Elbert	824 Washington Corners Washington Missouri 63090	(636) 390-0550
426	NTX	David Lee Elbert	504 West Pearce Wentzville Missouri 63385	(636) 887-4840
431	NTX	Dan McNeil	3656 South Campbell Springfield Missouri 65807	(417) 823-9990
442	NTX	Paul Younger	3205 N. University Drive Suite L	(936) 559-8347

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			Nacogdoches Texas 75964	
457	NTX	Dal Lindstrom	2919 SW Wanamaker Topeka Kansas 66614	(785) 861-7455
460	NTX	Joe Jerome	801 73rd Street Suite I Windsor Heights Iowa 50324	(515) 564-7400
462	NTX	Joshawa Trader	1224 S. Erika Springfield Missouri 65802	(417) 886-1234
506	NTX	Ryan & Lindsay O'Hara	7130 W. Maple St. Suite 290 Wichita Kansas 67209	(316) 729-7465
507	NTX	James Burd	102 North Range Line Joplin Missouri 64801	(417) 206-3455
508	NTX	James Burd	612 N. Broadway Pittsburg Kansas 66762	(620) 231-3455
527	NTX	Tim Reed	2827 University Ave. Waterloo Iowa 50701	(319) 226-3041
603	NTX	Ky Ngo	9532 Manchester Road Rock Hill Missouri 63119	(314) 963-3439

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Current Unit Franchisees
As of December 31, 2018~~2017~~

611	NTX	Rachelle Ogden	1026 S. 13th Street Ste. A Norfolk Nebraska 68701	(402) 844-3455
643	NTX	Paul Holloway	2161 Gilmer Rd. Longview Texas 75604	(903) 759-4657
688	NTX	Paul Andow	836 E Renfro St Burleson Texas 76028	(817) 386-7606
730	NTX	Joe DeBerry	1251 S Harvard Ave Tulsa Oklahoma 74112	(918) 747-4340
51	NWJ	Jose Villacorta	415 Egg Harbor Road STE 21B Sewell New Jersey 08080	(856) 245-7386
56	NWJ	Alex martello	623 Eagle Rock Ave. Ste. 377 West Orange New Jersey 07052	(908) 688-5601
62	NWJ	Michael Guido	469 Main Street Metuchen New Jersey 08840	(848) 229-2390
78	NWJ	Ken Bohs	350 Route 46 Suite 110 Rockaway New Jersey 07866	(973) 586-9099
83	NWJ	John Figueiredo	1310 Springfield Ave. New Providence New Jersey	(908) 771-9696

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Current Unit Franchisees
As of December 31, 20182017

			07974	
85	NWJ	Donna Anderson	76A Ramapo Valley Rd Mahwah New Jersey 07430	(201) 934-0020
88	NWJ	Robin Bordman	1055 Hamburg Turnpike, Wedgewood Plaza Wayne New Jersey 07470	(973) 696-2880
89	NWJ	Jim Feeney	250 Brower Town Rd. Woodland Park New Jersey 07424	(973) 256-5610
115	NWJ	Norm Friedman Greg Carafello	205 Brick Mall Brick New Jersey 08723	(732) 920-1774
230	NWJ	Jack Pezzuti	2 Kiel Avenue Kinnelon New Jersey 07405	(973) 248-1010
236	NWJ	Thomas Rippman	1304 Rte 47 Unit E Rio Grande New Jersey 08242	(609) 760-0814
237	NWJ	Robert Doyle	109 N. 5th Street Saddle Brook New Jersey 07663	(201) 261-3131
305	NWJ	Thomas Terranova	1370 South Main Road #8 Vineland New Jersey 08360	(856) 692-0372
533	NWJ	Mahmoud Mesheh	863 Somerset St Somerset	(732) 246-7575

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Current Unit Franchisees
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			New Jersey 08873	
560	NWJ	Michael Webb	291 Ridge Rd North Arlington New Jersey 07031	(201) 438-8070
634	NWJ	Jeff Bier	830 Franklin Ave. Franklin Lakes New Jersey 07417	(201) 891-0990
652	NWJ	Robert Long	2 Split Rock Dr Suite 6 Cherry Hill New Jersey 08003	(856) 751-0900
662	NWJ	Steven Pallo	105 Route 46 West Fairfield New Jersey 07004	(973) 808-1903
757	NWJ	John Applegate	4095 Route 1 South Suite 33B Monmouth Junction New Jersey 08852	(732) 329-2222
17	NYS	Frank Francia	918 Hempstead Turnpike Franklin Square New York 11010	(516) 539-1211
24	NYS	Mark Becker	Town Plaza, 800 Rte. 146 Bldg. 200 Ste. 277 Clifton Park New York 12065	(518) 371-2207
77	NYS	Trevor Rose	425 Willis Ave Williston Park New York 11596	(516) 222-2422

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437	NYS	Qing Li	56-11 A Marathon Parkway Little Neck New York 11362	(718) 504-2862
528	NYS	Howard Service	1694 McDonald Ave Brooklyn New York 11230	(718) 252-7771
844	NYS	Gerry Moultry	225 West 23rd St New York New York 10011	(212) 414-8406
853	NYS	Greg Carafello	One World Trade Center Suite 8500 New York City New York 10007	(973) 768-9780
36	OHM	Eric Kehler	323 W. Bridge Street Dublin Ohio 43017	(614) 889-8488
69	OHM	Steve Tirrell	4901 Portage Street NW North Canton Ohio 44720	(330) 305-1424
70	OHM	Gary Goodwin	6567 Brandt Pike Huber Heights Ohio 45424	(937) 233-4655
86	OHM	Amy Tate	5699 Bay Rd. Saginaw Michigan 48604	(989) 790-8060
99	OHM	Christopher Ratchford	1004 N. Hamilton Rd. Gahanna Ohio	(614) 532-5368

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			43230	
123	OHM	Bradley Harmer	1393 Grandview Ave Columbus Ohio 43212	(614) 457-1324
128	OHM	W.H. Bill Burch	1077 S Airport Rd W Traverse City Michigan 49686	(231) 668-9995
141	OHM	Steve Tirrell	1918 Buchholzer Road Akron Ohio 44310	(330) 633-2735
155	OHM	Steven Meyer	9864 E. Grand River Suite 140 Brighton Michigan 48116	(810) 229-5599
167	OHM	Matt Markus	3281 Rochester Rd Troy Michigan 48083	(248) 619-9959
210	OHM	Brian Tallon	1715 E. Grand River Okemos Michigan 48864	(517) 721-1307
211	OHM	Amy Tate	1112 S. Saginaw Road Midland Michigan 48640	(989) 631-0716
251	OHM	Steven Meyer	3500 Washtenaw Ave. Suite I Ann Arbor Michigan 48104	(734) 213-1739

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As of December 31, 2018~~2017~~

299	OHM	Farooq Tahir	23936 Michigan Ave Dearborn Michigan 48124	(734) 858-8332
353	OHM	Kieu Thu Le (Alt)	2839 Breton Rd SE Grand Rapids Michigan 49512	(616) 532-1717
383	OHM	Mike Detrow	327 N Lexington-Springmill Rd Mansfield Ohio 44906	(419) 747-7468
591	OHM	Brad Troyer	4512 Stadium Drive Kalamazoo Michigan 49008	(269) 342-6331
618	OHM	Amy Tate	206 N. Euclid Ave. Bay City Michigan 48706	(989) 686-1491
657	OHM	Alan Horvath	4508 Cemetery Rd Hilliard Ohio 43026	(614) 777-4465
658	OHM	Rusty McNair	1347 E. Kemper Road Springdale Ohio 45246	(513) 671-5700
739	OHM	Tom Rhoden	3814 W. Alexis Rd Toledo Ohio 43623	(419) 517-7555
815	OHM	Brian Tallon	5025 W. Saginaw Hwy Lansing Michigan	(517) 853-0709

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			48917	
830	OHM	David Fett	2100 Harding Highway Suite 6 Lima Ohio 45804	(419) 999-9276
866	OHM	Mark Provencher	2119 S. Linden Road Flint Michigan 48532	(810) 732-5080
868	OHM	Steven Rumler	72 W. Carleton Rd Hillsdale Michigan 49242	(517) 437-2990
273	ORA	Rafael Hernandez	860 W. Imperial Hwy Suite K Brea California 92821	(714) 256-9427
8	PAD	Michael Szwast	1937-B Fruitville Pike Lancaster Pennsylvania 17601	(717) 509-8989
37	PAD	Bob Bilbow	7A Gateway Shopping Center Edwardsville Pennsylvania 18704	(570) 822-4100
270	PAD	Mark Crampton	105 W. NC Hwy 54 Suite 281 Durham North Carolina 27713	(919) 806-0500

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As of December 31, 2018~~2017~~

368	PAD	Drew Sinclair	3420 Pleasant Valley Blvd Altoona Pennsylvania 16602	(814) 944-5554
390	PAD	Karen McCready	1309 Eisenhower Blvd. Johnstown Pennsylvania 15904	(814) 262-7464
408	PAD	Gerald Stricker	4886 Penn Ave Sinking Spring Pennsylvania 19608	(610) 927-9202
440	PAD	Mark Wickham	1838 Startown Rd Hickory North Carolina 28602	(828) 322-1001
449	PAD	Bruce Thaler	222 Blvd of the Allies Pittsburgh Pennsylvania 15222	(412) 281-7950
451	PAD	David Crown	200 S. Spring Garden Suite D Carlisle Pennsylvania 17013	(717) 249-8900
472	PAD	Bob Nicholson	800 Peoples Plaza Newark Delaware 19702	(302) 832-2933
563	PAD	David Shaffer Robert Porter	1052 Oakland Ave Indiana Pennsylvania 15701	(724) 465-2679
579	PAD	Samuel Hoffman	346 N. Reading Road Ephrata Pennsylvania	(717) 721-1850

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			17522	
582	PAD	Karen Mazurek	1805 Loucks Rd Suite 100 York Pennsylvania 17404	(717) 699-4465
599	PAD	Norman Washick	26 Laurel St Suite 6 Pittston Pennsylvania 18640	(570) 883-0300
606	PAD	Tom Landis	1000 Carlisle St. #1350 Hanover Pennsylvania 17331	(717) 637-1311
58	PNW	Jason_King	1742 E Fairview Meridian Idaho 83642	(208) 884-0090
59	PNW	Jason_King	1701 W. State St. Boise Idaho 83702	(208) 363-7300
101	PNW	Jeremy_Mansius	1360 N Louisiana Suite B Kennewick Washington 99336	(509) 735-9266
175	PNW	Richard Jarvis	2100 SE 164th Ave Sute D104 Vancouver Washington 98683	(360) 882-4465
195	PNW	Jason King	622 12th Ave South Nampa Idaho 83651	(208) 465-1800
246	PNW	Bill Johns	17190 Redmond Way	(425) 895-1465

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			Redmond Washington 98052	
258	PNW	Patrick McCord Patrick McCord	13216 East Sprague Spokane Valley Washington 99216	(509) 927-1077
307	PNW	Patrick McCord	3524 N. Government Way Coeur d'Alene Idaho 83815	(208) 930-4355
327	PNW	Brian McCann	10115 SW Nimbus Avenue Ste 600 Tigard Oregon 97223	(503) 624-2171
394	PNW	Patrick McCord	9502 N Newport Hwy Suite 2A Spokane Washington 99218	(509) 465-8900
418	PNW	Patrick McCord	4407 N. Division St. #100 Spokane Washington 99207	(509) 489-3000
503	PNW	Nick Fort	647 Blue Lakes Blvd North Twin Falls Idaho 83301	(208) 736-8667
517	PNW	Jacob Davis	1125 NW Nye St. Suite B Pullman Washington 99163	(208) 882-0206
774	PNW	Byron Nukaya	2064 E. 17th Street, Ste 2 Idaho Falls Idaho 83404	(208) 522-5017

Exhibit D-2
Current Unit Franchisees
As of December 31, 2018~~2017~~

823	PNW	Jeremy Mansius	221 East Main Street Walla Walla Washington 99362	(509) 529-4556
50	RMT	Kelly Thompson	832 E Fort Union Blvd Midvale Utah 84047	(801) 567-0202
215	RMT	Garry Hill	1737 Briargate Blvd Colorado Springs Colorado 80920	(719) 260-0710
501	RMT	Allan Chan	955-G Garden of Gods Road Oak Center Colorado Springs Colorado 80907	(719) 268-6880
367	SCR	Joe Medlin	1140 Woodruff Road Suite 105 Greenville South Carolina 29607	(864) 286-6300
621	SCR	Barry Stachnik	1200 Queensborough Mt Pleasant South Carolina 29464	(843) 856-2344
725	SCR	Joe Medlin	3275-C N Pleasantburg Drive Greenville South Carolina 29609	(864) 286-6300
790	SCR	S n DeMarco	104B Franklin Avenue Spartanburg South Carolina 29301	(864) 576-2766
30	STX	Van Arrington	2055 Westheimer #165	(713) 526-0040

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Current Unit Franchisees
As of December 31, 2018~~2017~~

			Houston Texas 77098	
31	STX	Ray Curtis	317 Sidney Baker South #200 Kerrville Texas 78028	(830) 895-3465
73	STX	Mr. Danny & JoAnn Studdard	MOBILE STORE Austin Texas 78704	(512) 833-8490
127	STX	Christopher David	8582 Westheimer Houston Texas 77063	(713) 783-9200
179	STX	Robert Snider	16126 Southwest Freeway Suite 150 Sugar Land Texas 77479	(281) 980-1145
181	STX	George Morato	290 S Business I-35 New Braunfels Texas 78130	(830) 625-3338
200	STX	Clay Deaton	1560 Eldridge Pkwy Suite 156 Houston Texas 77077	(281) 497-4465
227	STX	James Spillman	2200B I 45 North Conroe Texas 77301	(936) 539-1080

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As of December 31, 2018~~2017~~

245	STX	Mr. Danny & JoAnn Studdard	13000 N. Interstate 35 Bldg 2 Suite 500 Austin Texas 78753	(512) 400-3745
568	STX	Berhane Reddy	4036 Bellaire Blvd. Houston Texas 77025	(713) 518-1484
590	STX	Ray Edinger	7959 Fredericksburg Rd Suite 213 San Antonio Texas 78229	(210) 949-0565
760	STX	Gerald Nickelson	10904 Memorial Hermann Drive Suite 105 Pearland Texas 77584	(281) 998-3050

Exhibit D-3

Former Unit Franchisees

Master Code	Store Number	Primary Contact	City	State	Phone	Reason
AMT	697	William Bisland	Houma	Louisiana	(985) 580-1010	Transfer
AMT	376	Dan Stockel	Bartlett	Tennessee	(901) 372-7373	Transfer
AMT	732	Michael Willis	Memphis	Tennessee	(901) 767-4065	Consolidation
AMT	879	George Harrell	Fairhope	Alabama	(251) 308-4080	Non-Renewal
AMT	871	Kimberly Wisner	Covington	Louisiana	(985) 373-6752	Non-Renewal
ARK	667	Joe Frederick	Little Rock	Arkansas	(501) 227-7480	Transfer
AZN	186	Gordon Brodie	Phoenix	Arizona	(602) 955-5600	Non-Renewal
AZN	284	Linda Neider	Phoenix	Arizona	(602) 788-0840	Consolidation
AZN	391	Chuck Sawyer	Tucson	Arizona	(520) 544-4646	Consolidation
AZN	561	John Braun	Reno	Nevada	(775) 826-2465	Non-Renewal
AZN	20	Jeff Sayas	Chandler	Arizona	(480) 756-8615	Non-Renewal
CNE	870	Marc Bouchard	Milton	Vermont	(802) 734-0528	Ceased Operations/Other
CNE	855	Robert Wilson	Suffield	Connecticut	(860) 814-4126	Consolidation
CNE	735	chuck wallace	Middleton	Massachusetts	(978) 762-4657	Non-Renewal
CNE	795	Stephen R Trask	Chelmsford	Massachusetts	(978) 735-4311	Non-Renewal
EST	187	Jose Vidal	Newton	New Jersey	(973) 383-0204	Transfer
EST	817	Michael Traina	Yorktown Heights	New York	(914) 245-8939	Ceased Operations/Other
EST	136	Eric Chui	East Hanover	New Jersey	(973) 884-1306	Non-Renewal
EST	128	Phil Caputo	Port Jefferson	New York	(631) 979-3292	Transfer
EST	299	Jyoti Desai	Sommerset	New Jersey	(732) 384-4411	Ceased Operations/Other
EST	675	Sharon Hiatt	Ashburn	Virginia	(703) 858-9558	Transfer
EST	519	Barry Taylor	Westminster	Maryland	(410) 848-9183	Non-Renewal
EST	826	Glenn Norman	Huntington	New York	(631) 271-0240	Ceased Operations/Other
FLA	736	Robert Bohacek	Brandon	Florida	(813) 288-8465	Consolidation
FLA	677	Stephen Eittreim	Sarasota	Florida	(941) 924-2221	Transfer
FLA	865	David Monuse	Fort Lauderdale	Florida	(954) 522-5566	Transfer
GEO	687	Mary Hines, Nancy McGill	Lawrenceville	Georgia	(770) 995-4465	Consolidation
GEO	686	John Debroux	Conyers	Georgia	(770) 929-9110	Non-Renewal
GEO	660	Ashish Gupta	Tucker	Georgia	(770) 414-0400	Consolidation
GEO	825	Brad Bishoff	Monroe	Georgia	(770) 207-6600	Consolidation
HAW	729	Wesley Hara	Honolulu	Hawaii	(808) 593-4465	Non-Renewal
INA	567	Jeff Peek	Indianapolis	Indiana	(317) 471-8661	Ceased Operations/Other
MIN	557	Erv Zinter	Otsego	Minnesota	(763) 441-7368	Consolidation
MIN	811	Steve Belt	Antioch	Illinois	(847) 395-5705	Ceased Operations/Other
MIN	238	Scott Kuhn	Glendale	Wisconsin	(414) 351-4655	Transfer
MIN	80	Nate Hastings	Appleton	Wisconsin	(920) 954-7252	Consolidation
MIN	632	Daniel Silberman	Libertyville	Illinois	(847) 996-0642	Ceased Operations/Other
MIN	269	Greg Nickels	Pewaukee	Wisconsin	(262) 695-8036	Non-Renewal

~~MIN~~	~~794~~	~~William R Bernhagen~~	~~Bismark~~	~~North Dakota~~	~~(701) 751-3334~~	~~Non-Renewal~~
~~NCA~~	~~338~~	~~Scott Hansel~~	~~Sacramento~~	~~California~~	~~(916) 285-8611~~	~~Non-Renewal~~
~~NTX~~	~~462~~	~~Scott Hertzke~~	~~Springfield~~	~~Missouri~~	~~(417) 886-1234~~	~~Transfer~~
~~NTX~~	~~34~~	~~Jane Porter~~	~~Broken Arrow~~	~~Oklahoma~~	~~(918) 251-5096~~	~~Ceased Operations/Other~~
~~NTX~~	~~505~~	~~Jeff Zehner~~	~~Farmington~~	~~Missouri~~	~~(573) 747-0070~~	~~Ceased Operations/Other~~
~~NTX~~	~~504~~	~~Tim Reed~~	~~Muscatine~~	~~Iowa~~	~~(563) 288-1610~~	~~Non-Renewal~~
~~NTX~~	~~382~~	~~Nancy K Wood~~	~~Wilburton~~	~~Oklahoma~~	~~(918) 426-5900~~	~~Non-Renewal~~
~~PAD~~	~~82~~	~~Dave Culp, michael Cassidy~~	~~Charlotte~~	~~North Carolina~~	~~(704) 529-7360~~	~~Ceased Operations/Other~~
~~PAD~~	~~692~~	~~Joe Jasek~~	~~Mcmurray~~	~~Pennsylvania~~	~~(724) 731-0218~~	~~Non-Renewal~~
~~PAD~~	~~605~~	~~Steve Holder~~	~~Raleigh~~	~~North Carolina~~	~~(919) 872-8072~~	~~Non-Renewal~~
~~PNW~~	~~538~~	~~Patrick McCord~~	~~Spokane~~	~~Washington~~	~~(509) 315-8760~~	~~Ceased Operations/Other~~
~~PNW~~	~~823~~	~~Kay Brewer~~	~~Walla Walla~~	~~Washington~~	~~(509) 529-4556~~	~~Non-Renewal~~
~~PNW~~	~~872~~	~~Kay Brewer~~	~~Yakima~~	~~Washington~~	~~(509) 469-9711~~	~~Non-Renewal~~
~~PNW~~	~~101~~	~~Kay Brewer~~	~~Kennewick~~	~~Washington~~	~~(509) 735-9266~~	~~Non-Renewal~~
~~PNW~~	~~135~~	~~Richard Jarvis~~	~~Portland~~	~~Oregon~~	~~(503) 231-7900~~	~~Non-Renewal~~
~~PTR~~	~~721~~	~~Hector Despiau~~	~~Arecibo~~	~~Puerto Rico~~	~~(787) 878-5542~~	~~Non-Renewal~~
~~RMT~~	~~673~~	~~Nancy Follender~~	~~Loveland~~	~~Colorado~~	~~(970) 669-2120~~	~~Non-Renewal~~
~~RMT~~	~~712~~	~~Brandt Wilcox~~	~~Logan~~	~~Utah~~	~~(435) 753-2180~~	~~Non-Renewal~~
~~RMT~~	~~648~~	~~Kelly Thompson~~	~~Salt Lake City~~	~~Utah~~	~~(801) 484-4657~~	~~Non-Renewal~~
~~STX~~	~~364~~	~~Dennis Ecklund~~	~~Bryan~~	~~Texas~~	~~(979) 823-4800~~	~~Non-Renewal~~

Territory Code	Franchise Store Number	Owner	City- State	Phone	Reason
AMT	738	Gary Campbell	Huntsville-Alabama	(256) 429-9195	ceased operations/other
AMT	842	Craig Ferguson	Mobile- Alabama	(251) 725-6380	non renewal
AZN	372	Al Gotland	Prescott-Arizona	(928) 776-0444	non renewal
AZN	564	Randy Weisman	Chandler-Arizona	(480) 838-3505	non renewal
AZN	311	Sham Mehta	Las Vegas-Nevada	(702) 870-0099	non renewal
AZN	767	John Albers	Lake Havasu City-Arizona	(928) 854-9300	ceased operations/other
GEO	477	Barry Bean	Hermitage-Tennessee	(615) 232-2465	non renewal
GEO	704	Mike Powers	Douglasville-Georgia	(770) 949-4465	non renewal

GEO	705	Rene Caballa	Norcross-Georgia	(770) 925-4465	non renewal
GEO	173	Kaushik Patel	Douglas-Georgia	(912) 384-4465	ceased operations/other
GEO	848	Missy Alford, Tara & Brad Hansard	Rome- Georgia	(706) 234-9465	non renewal
GEO	814	Eric Barnes	Spring Hill-Tennessee	(615) 302-0252	non renewal
HAW	39	Albert Holt	Aiea- Hawaii	(808) 488-8855	non renewal
INA	435	Sam Giannakis	Munster-Indiana	(219) 513-0565	non renewal
MDA	480	Dave Clark	Richmond-Virginia	(804) 423-6628	non renewal
MDA	502	Brian Brandenburg	Kensington-Maryland	(301) 816-0465	non renewal
MIN	573	Dominick Dauphin	Wheaton-Illinois	(630) 653-5500	non renewal
MIN	651	Paul Roth	Carbondale-Illinois	(618) 529-1204	non renewal
MIN	491	Randall Johnson	Sheboygan-Wisconsin	(920) 208-7077	non renewal
MIN	693	Paul Buesse	Batavia- Illinois	(630) 406-3575	non renewal
MIN	427	Angela Cushing	Decatur- Illinois	(217) 875-0465	non renewal
MIN	158	Ron Hasselbacher	Oshkosh-Wisconsin	(920) 230-1522	non renewal
MIN	717	Greg Nickels	West Allis-Wisconsin	(414) 727-4830	ceased operations/other
NCB	776	Ed Belton	Brentwood-California	(925) 240-7614	non renewal
NCB	759	Seth Parker	Modesto-California	(209) 545-5253	ceased operations/other
NCC	296	Dominique Woon	Fremont-California	(510) 790-2023	non renewal
NTX	65	Brad Rohrig	Omaha-Nebraska	(402) 334-3455	non renewal
NTX	314	Joe DeBerry	Muskogee-Oklahoma	(918) 686-6000	non renewal
NTX	349	Dal Lindstrom	Derby- Kansas	(316) 788-7760	ceased operations/other
NTX	443	Kelly Seratt	Tahlequah-Oklahoma	(918) 207-1777	ceased operations/other

NTX	746	Jon Zvolanek	Omaha-Nebraska	(918) 455-0422	ceased operations/other
NTX	396	Jon Zvolanek	Grand Island-Nebraska	(308) 384-6644	ceased operations/other
NTX	510	Todd Kuenstler	Dallas- Texas	(214) 361-2850	ceased operations/other
NTX	153	Wayne Gordon	Amarillo- lubbock-Texas	(580) 237-2790	ceased operations/other
NTX	877	Wayne Gordon	Amarillo- Texas	(806) 356-7600	ceased operations/other
NTX	422	Stephen Gray	Oklahoma City-Oklahoma	(405) 491-9919	non renewal
NWJ	47	Joe Betesh	Oakhurst- New Jersey	(732) 531-4232	non renewal
NWJ	355	David Sciascia	Lopatcong- New Jersey	(908) 454-8776	non renewal
NWJ	758	Martin Kennedy	Spotswood-New Jersey	(732) 251-4657	ceased operations/other
NWJ	859	Greg Carafello	Latham- New York	(518) 786-5188	non renewal
OHM	623	Kurt Pritz	Westerville-Ohio	(614) 794-3040	non renewal
OHM	425	Imran Mussani	Southgate-Michigan	(734) 642-0011	non renewal
OHM	251	Laura Morris	Ann Arbor-Michigan	(734) 213-1739	non renewal
OHM	393	Steve Tirrell	Cleveland- Ohio	(216) 251-6300	mutual termination
OHM	1660	Atul Laddad	Canton-Michigan	(734) 254-0544	ceased operations/other
OHM	592	Susan Watts	Royal Oak-Michigan	(248) 556-8020	non renewal
OHM	379	Richard Kendziuk	Clinton Township-Michigan	(586) 263-3500	non renewal
PAD	563	Karen McCready	State College-Pennsylvania	(814) 237-1080	non renewal
PAD	834	Jeff Neal	Goldsboro-North Carolina	(919) 778-6552	non renewal
PAD	493	Richard (Alan) Seymour	Indiana-Pennsylvania	(724) 349-4615	ceased operations/other
PAD	184	Linda Eyer	Harrisburg-Pennsylvania	(717) 724-2201	ceased operations/other
PNW	319	James Kinskey	Seattle-Washington	(206) 632-5555	non renewal

PNW	369	Ed Horowitz	Issaquah-Washington	(425) 391-4657	non renewal
RMT	637	Jennifer James	Sheridan-Wyoming	(307) 675-2010	non renewal
RMT	298	Steve Scheller	- - - - Colorado		non renewal
RMT	402	Marc Schaerer	- - - - Utah		non renewal
RMT	674	Nancy Follender	Longmont-Colorado	(720) 494-1715	non renewal
SCR	734	Rob Whitlock	Columbia- South Carolina	(803) 736-2992	ceased operations/other
STX	878	Bhupesh Patel	Beaumont-Texas	(409) 225-5398	ceased operations/other
STX	808	Clay Deaton	Houston- Texas	(832) 427-5214	mutual termination
STX	10	Carol Clark	Friendswood-Texas	(281) 286-8244	non renewal
AMT	879	George Harrell	Fairhope-Alabama	(251) 308-4080	non renewal
AMT	376	Dan Stockel	Bartlett-Tennessee	(901) 372-7373	non renewal
AMT	732	Michael Willis	Memphis-Tennessee	(901) 767-4065	consolidated
ARK	667	Joe Frederick	Little Rock-Arkansas	(501) 227-7480	non renewal
AZN	20	Jeff Sayas	Chandler-Arizona	(480) 756-8615	non renewal
AZN	561	John Braun	Reno- Nevada	(775) 826-2465	non renewal
AZN	391	Chuck Sawyer	Tucson- Arizona	(520) 544-4646	consolidated
AZN	284	Linda Neider	Phoenix- Arizona	(602) 788-0840	consolidated
AZN	186	Gordon Brodie	Phoenix- Arizona	(602) 955-5600	non renewal
CAN	19	Paul Waunch	Oshawa-Ontario	(905) 434-5353	non renewal
CNE	735	chuck wallace	Middleton-Massachusetts	(978) 762-4657	non renewal
CNE	795	Stephen R Trask	Chelmsford-Massachusetts	(978) 735-4311	non renewal
CNE	855	Robert Wilson	Suffield-Connecticut	(860) 814-4126	consolidated

CNE	870	Marc Bouchard	Milton- Vermont	(802) 734-0528	terminated
COR	871	Kimberly Wisner	Covington-Louisiana	(985) 373-6752	mutual termination
COR	697	William Bisland	Houma-Louisiana	(985) 580-1010	non renewal
FLA	865	David Monuse	Fort Lauderdale-Florida	(954) 522-5566	non renewal
FLA	677	Stephen Eittreim	Sarasota-Florida	(941) 924-2221	non renewal
FLA	736	Robert Bohacek	Brandon- Florida	(813) 288-8465	consolidated
GEO	825	Brad Bishoff	Monroe- Georgia	(770) 207-6600	consolidated
GEO	660	Ashish Gupta	Tucker- Georgia	(770) 414-0400	consolidated
GEO	686	John Debroux	Conyers-Georgia	(770) 929-9110	consolidated
GEO	687	Mary Hines, Nancy McGill	Lawrenceville-Georgia	(770) 995-4465	consolidated
HAW	729	Wesley Hara	Honolulu-Hawaii	(808) 593-4465	non renewal
INA	567	Jeff Peek	Indianapolis-Indiana	(317) 471-8661	terminated
MDA	519	Barry Taylor	Westminster-Maryland	(410) 848-9183	non renewal
MDA	675	Sharon Hiatt	Ashburn-Virginia	(703) 858-9558	non renewal
MIN	794	William R Bernhagen	Bismark- North Dakota	(701) 751-3334	non renewal
MIN	269	Greg Nickels	Pewaukee-Wisconsin	(262) 695-8036	non renewal
MIN	632	Daniel Silberman	Libertyville-Illinois	(847) 996-0642	non renewal
MIN	80	Nate Hastings	Appleton-Wisconsin	(920) 954-7252	consolidated
MIN	238	Scott Kuhn	Glendale-Wisconsin	(414) 351-4655	non renewal
MIN	811	Steve Belt	Antioch- Illinois	(847) 395-5705	non renewal
MIN	557	Erv Zinter	Otsego-Minnesota	(763) 441-7368	consolidated
NCB	338	Scott Hansel	Sacramento-California	(916) 285-8611	non renewal

NTX	382	Nancy K Wood	Wilburton-Oklahoma	(918) 426-5900	mutual termination
NTX	504	Tim Reed	Muscatine- Iowa	(563) 288-1610	non renewal
NTX	505	Jeff Zehner	Farmington-Missouri	(573) 747-0070	retired non renewal
NTX	34	Jane Porter	Broken Arrow-Oklahoma	(918) 251-5096	retired non renewal
NTX	462	Scott Hertzke	Springfield-Missouri	(417) 886-1234	non renewal
NWJ	299	Jyoti Desai	Sommerset-New Jersey	(732) 384-4411	non renewal
NWJ	136	Eric Chui	East Hanover-New Jersey	(973) 884-1306	non renewal
NWJ	187	Jose Vidal	Newton- New Jersey	(973) 383-0204	non renewal
NYS	826	Glenn Norman	Huntington-New York	(631) 271-0240	terminated
NYS	128	Phil Caputo	Port Jefferson-New York	(631) 979-3292	non renewal
NYS	817	Michael Traina	Yorktown Heights-New York	(914) 245-8939	non renewal
PAD	605	Steve Holder	Raleigh- North Carolina	(919) 872-8072	non renewal
PAD	692	Joe Jasek	Mcmurray-Pennsylvania	(724) 731-0218	non renewal
PAD	82	Dave Culp, michael Cassidy	Charlotte- North Carolina	(704) 529-7360	terminated
PNW	135	Richard Jarvis	Portland-Oregon	(503) 231-7900	mutual termination
PNW	101	Kay Brewer	Kennewick-Washington	(509) 735-9266	non renewal
PNW	872	Kay Brewer	Yakima-Washington	(509) 469-9711	non renewal
PNW	823	Kay Brewer	Walla Walla-Washington	(509) 529-4556	non renewal
PNW	538	Patrick McCord	Spokane-Washington	(509) 315-8760	terminated
PTR	721	Hector Despiau	Arecibo- Puerto Rico	(787) 878-5542	non renewal
RMT	648	Kelly Thompson	Salt Lake City-Utah	(801) 484-4657	non renewal
RMT	712	Brandt Wilcox	Logan- Utah	(435) 753-2180	non renewal

RMT	673	Nancy Follender	Loveland-Colorado	(970) 669-2120	non renewal
STX	364	Dennis Ecklund	Bryan- Texas	(979) 823-4800	non renewal
AZN	544	John Fortunato	Scottsdale-Arizona	(480) 443-4465	non renewal
AZN	308	Dan Lasure	Phoenix- Arizona	(602) 943-3223	non renewal
CNE	75	Brian Gallagher	Nashua- New Hampshire	(603) 598-4657	consolidated
GEO	805	Scott Millen	Newnan-Georgia	(770) 252-5255	ceased operations/other
GEO	535	Brian Hubert	Franklin-Tennessee	(615) 327-3600	consolidated
MDA	743	Jamshed Ahmed	Roanoke-Virginia	(540) 682-8200	non renewal
MIN	157	Dan Stafford	Blaine-Minnesota	(763) 717-0114	ceased operations/other
MIN	716	Steve Horbul	Cambridge-Minnesota	(763) 552-4657	non renewal
MIN	809	Bill Fox	Middleton-Wisconsin	(608) 831-9626	ceased operations/other
MIN	44	Greg Bazany, Jeff Beske	Eden Prairie-Minnesota	(952) 224-8555	ceased operations/other
MIN	170	Steve Szeszel	Crystal Lake-Illinois	(815) 477-0600	terminated
MIN	471	Curtis Drayton	Tinley Park-Illinois	(708) 532-3337	terminated
MIN	541	Jeanne ONeal	Maplewood-Minnesota	(651) 779-9700	terminated
MIN	718	Austin Formiller	Stevens Point-Wisconsin	(715) 544-4945	non renewal
MIN	252	Bill Hafdal	St. Cloud-Minnesota	(320) 258-3148	terminated
MIN	572	Jennifer Price	Delavan-Wisconsin	(262) 728-8570	non renewal
NCC	511	Hyun Jun Kim	Cupertino-California	(408) 996-8040	non renewal
NTX	786	Raja Bhatti	Arlington- Texas	(817) 557-0300	non renewal
NTX	313	Joe DeBerry	Sapulpa-Oklahoma	(918) 227-3500	non renewal
NTX	71	Joe DeBerry	Tulsa-Oklahoma	(918) 369-2888	non renewal

NWJ	27	Mohammad Haq	Mays Landing-New Jersey	(609) 484-1001	non renewal
NWJ	187	Greg Carafello	Newton- New Jersey	(973) 383-0204	non renewal
NWJ	291	Lynn Furman	Flemington-New Jersey	(908) 782-1180	non renewal
NWJ	859	Daniel Menders	Beckett- New Jersey	(856) 467-1520	terminated
NYS	847	Henri Kalajian	New York- New York	(212) 308-1465	non renewal
NYS	98	Glen Friedman	New York- New York	(212) 777-6600	non renewal
OHM	819	Amy Tate	Saginaw-Michigan	(989) 790-2855	consolidated
OHM	613	Dawn Rettig	Findlay- Ohio	(419) 422-7166	mutual termination
OHM	831	David Fett	Lima- Ohio	(419) 999-9278	consolidated
ORA	512	Jack Zarember	Los Alamitos-California	(562) 594-7140	terminated
PAD	860	Thomas Laird	Monroeville-Pennsylvania	(412) 374-1700	non renewal
PAD	46	Dan Buccola	Morrisville-North Carolina	(919) 678-0910	non renewal
PAD	183	Trena Daignault	Fayetteville-North Carolina	(910) 482-4465	non renewal
PNW	807	Keith Figueroa	Salem- Oregon	(503) 363-0966	mutual termination
PNW	319	Bill Johns	Seattle-Washington	(206) 632-5555	consolidated
PNW	327	Michelle Potter	Tigard- Oregon	(503) 624-2171	non renewal
PNW	304	Brian McCann	Gresham-Oregon	(503) 489-1884	consolidated
PNW	439	Susan Cowperthwaite	Lakewood-Washington	(253) 582-0300	non renewal
PTR	645	Joe V Rodriguez Nazario	Guaynabo-Puerto Rico	(787) 999-2032	Natural Disaster Mutual
PTR	694	Adonay Ramirez	Bayamon-Puerto Rico	(787) 786-3800	Natural Disaster Mutual
RMT	659	Kelly Mason	Richfield- Utah	(435) 893-0105	ceased operations/other
RMT	861	scott Kabotoff	Billings-Montana	(406) 652-2445	non renewal

STX	586	Christopher David	Houston- Texas	(713) 572-1700	consolidated
STX	72	Jim Timmer	Spring- Texas	(281) 257-8668	non renewal
STX	120	Iqbal Budhwani	Houston- Texas	(713) 975-1562	non renewal

Exhibit D-3
Former Unit Franchisees
201~~8~~7 Calendar Year

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

Exhibit D-4

Unit Franchise Agreements Signed But Units Not Yet Open

Exhibit D-4
Unit Franchise Agreements Signed But Units Not Yet Open
As of December 31, 2018~~7~~

Master Code	Store Number	Date Store Awarded	Primary Contact	Address	City	State	Zip Code	Phone
AMT	0810	3/31/2008	Rick Baker	7713 Clayton Cove Pkway	Pinson	AL	35126	205-680-6098
AZN	0838	8/26/2009	Randy Weisman	652 E. Torrey Pines Pl	Chandler	AZ	85249	480-248-8707
NCA	0724	2/16/2007	Edris Niakian	2998 W Sugar Hill Terrace	Dublin	CA	94568	925-361-0153
NCC	0303	3/23/2005	Charles Dietz	1941 Grande Circle #55	Fairfield	CA	94533	707-208-6808
NCB	0249	1/28/2005	Wan Chao	2 Neva Court	Oakland	CA	94611	925-932-1096
NCC	0483	1/12/2006	Krishna Katikaneni	20810 Arbeleche Ln	Saratoga	CA	95070	408-872-1188
NCC	0484	1/12/2006	Krishna Katikaneni	20810 Arbeleche Ln	Saratoga	CA	95070	408-872-1188
RMT	0791	12/7/2007	Walt Van Bibber	25704 Shiloh Circle	Conifer	CO	80433	303-838-7040
CNY	0824	11/4/2008	Frank P Lyons	252 Oronoque Rd	Milford	CT	06461	203-640-7761
PAD	0661	9/29/2006	Bruce Thaler	116 Union Ave	Altoona	DE	16602	814-949-2767
PAD	0473	12/16/2005	Scott Andersen	101 Citation Court	Bear	DE	19701	302-838-0915
FLA	0737	3/27/2007	Francisco Garrido			FL		267-275-2101
FLA	0678	11/14/2006	Keith Harrison	4001 Arrow Ave	Sarasota	FL	34232	941-323-0063
FLA	0407	9/16/2005	David Bennett	11125 Marina Bay Rd	Wellington	FL	33467	561-793-1353
HAW	0773	7/31/2007	Robert McKinney	1405 Hiahia St	Wailuku	HI	96793	808-283-1858
NTX	0644	8/11/2006	Todd Clausen	2702 Cedar Heights Dr	Cedar Falls	IA	50613	319-266-2448
NTX	0766	7/11/2007	Shawn Jerrett	10506 Borah Rd	Lancaster	IA	53813	608-778-6165
NTX	0526	2/22/2006	Tim Reed	3301 Spinning Wheel Ct	Muscatine	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	Domineca 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
MIN	0569	4/12/2006	Joseph Stadler	9197 Alamo St	Blaine	MN	55449	763-783-4516
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	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
NTX	0552	3/27/2006	Jay Sowash	101 Ellerman Ridge Dr	Foristell	MO	63348	636-447-6699
NTX	0292	3/14/2005	Susan Abbott	7423 Hickory St	Kansas City	MO	64118	816-468-7411

Exhibit D-4
Unit Franchise Agreements Signed But Units Not Yet Open
As of December 31, 2018~~7~~

Master Code	Store Number	Date Store Awarded	Primary Contact	Address	City	State	Zip Code	Phone
NTX	0293	3/14/2005	Susan Abbott	7423 Hickory St	Kansas City	MO	64118	816-468-7411
NTX	0520	2/22/2006	Rick Johnson	1691 Frontenac Woods Ln	St. Louis	MO	63131	314-616-3685
NTX	0384	7/21/2005	Debra Pickrel	2462 E 13th Ave	Columbus	NE	68601	402-563-9661
NWJ	0185	10/22/2004	Christine Tashjian			NJ		201-261-3131
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	0816	8/19/2008	Dominick Cicalese	10190 E Honey Mesquite Dr	Tucson	NJ	85730	520-465-9562
NWJ	0497	1/31/2006	Kathleen Petitt	5 Alanon St	Whippany	NJ	07981	973-887-4939
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
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
NTX	0315	4/11/2005	Jane Porter			OK		918-251-5096
NTX	0421	9/14/2005	Stan Corley	8029 NW 114th St	Oklahoma City	OK	73162	405-722-8913
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
PNW	0438	10/14/2005	Michelle Potter	9243 SE Main St	Portland	OR	97214	502-235-7566
PAD	0397	8/18/2005	Bruce Thaler	116 Union Ave	Altoona	PA	16602	814-949-2767
PAD	0398	8/18/2005	Bruce Thaler	116 Union Ave	Altoona	PA	16602	814-949-2767
PAD	0399	8/18/2005	Bruce Thaler	116 Union Ave	Altoona	PA	16602	814-949-2767
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	0616	6/28/2006	Rajat Agarwal	120 Sandstone Dr	Hollidaysburg	PA	16648	814-695-8016
PAD	0728	2/28/2007	Michael Szwast	318 Rumford Rd	Litiz	PA	17543	717-569-6497
PAD	0525	2/15/2006	Gerald Stricker	35 Old Rockingham Rd	Salem	PA	03079	603-893-1697

Exhibit D-4
Unit Franchise Agreements Signed But Units Not Yet Open
As of December 31, 2018~~7~~

Master Code	Store Number	Date Store Awarded	Primary Contact	Address	City	State	Zip Code	Phone
PAD	0562	4/11/2006	Gayle Sauer	2342 Fairhill Rd	Sewickley	PA	15143	412-741-6765
PAD	0576	4/13/2006	Thomas Gorman III	319 W Union St	West Chester	PA	19382	484-716-9591
PAD	0577	4/13/2006	Thomas Gorman III	319 W Union St	West Chester	PA	19382	484-716-9591
PAD	0610	5/31/2006	Karen Mazurek	811 Shenandoah Ln	York	PA	17404	717-764-9201
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
NTX	0602	5/25/2006	Matt Tilley	2109 Canterbury Dr	Ft. Worth	TX	76107	817-738-3026
NTX	0740	4/10/2007	Peter Stuerman	32446 Green Ave	Sioux City	TX	51108	712-239-6113
NTX	0458	11/22/2005	Dal Lindstrom	319 Fieldstone	Valley Center	TX	67147	316-755-1305
RMT	0802	3/13/2008	Darin Hoki	1061 Nayon Drive #L	Layton	UT	84040	801-682-8237
RMT	0649	8/17/2006	Kelly Thompson	5801 Stone Flower Way	Salt Lake City	UT	84118	208-351-1696
MDA	0540	3/7/2006	Nathan Evans	4908 B Lauderdale Ave	Virginia Beach	VA	23455	757-363-7505
MIN	0306	3/31/2005	Sam Adams	2919 Mall Dr suite A	Eau Claire	WI	54701	715-839-9733
MIN	0680	10/27/2006	Randall Johnson	W4519 City Rd EH	Elkhart Lake	WI	53020	920-565-2011
MIN	0389	7/29/2005	Mike Campbell	3605 Saddle Brooke Trail	Sun Prairie	WI	53590	608-825-9954
RMT	0784	10/12/2007	Jennifer James	368 Burkitt St	Sheridan	WY	82801	307-675-8032

~~**EXHIBIT E**~~
~~**TO DISCLOSURE DOCUMENT**~~

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Operations Manual Table of Contents

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The Operations Manual is updated frequently. The above sections and corresponding page numbers may be changed by CWNA at any time.

EXHIBIT F
TO DISCLOSURE DOCUMENT

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 OVERSITE AT: ~~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.

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.

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:

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. 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. (see California Business and Professions Code BPC Sections 16600-17365)

A contract which restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

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

7. 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.

Hawaii Disclosure Document Addendum

The following paragraphs are to be added in the state cover page:

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for [MASTER FRANCHISEE] in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

THESE FRANCHISES HAVE BEEN/WILL BE FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE UNIT FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE MASTER FRANCHISEE AND FRANCHISEE.

The name and address of the Master Franchisee's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

[ATTN: MASTER FRANCHISEE IF APPLICABLE, INCLUDE THE FOLLOWING STATEMENT HERE: The name and address of the agent for the Master Franchisee's broker in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.]

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 Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, are met independently without reference to this Addendum to the Disclosure Document.

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 Franchise Disclosure 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.

3. 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.

4. 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.

Maryland Disclosure Document Addendum

The Franchise Disclosure Document for use in the State of Maryland shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

Item 17(v) entitled "Choice of Forum" is amended to state: The Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provision "h":

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

3. Exhibit G, "Statement of Prospective Franchisee," shall be amended by the addition of the following sentence at the end of Exhibit G:

The representations under this Franchisee Compliance Certification are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Michigan Disclosure Document Addendum

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provisions of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value, at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed franchisee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor must, at the request of the franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

Any questions regarding this notice should be directed to:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE UNIT
525 W. OTTAWA STREET
WILLIAMS BUILDING, 6TH FLOOR
LANSING, MICHIGAN 48933
(517) 373-7117

Minnesota Disclosure Document Addendum

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for use in the State of Minnesota shall be amended to include the following:

1. Item 13, "Trademarks," shall be amended by the addition of the following sentence at the end of the Item:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights which you have to use the Marks.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:

With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Unit Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

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 agreement(s) 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.

3. 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 Disclosure Document.

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 THE 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 201.16), 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. The "Summary" column of Item 17(d) entitled "Termination by you" is amended by adding the following language:

> 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-1 TO UNIT 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.

6. 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.

THE MASTER FRANCHISEE REPRESENTS THAT THE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

North Dakota Disclosure Document Addendum

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document is amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Unit Franchise Agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchise.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Unit Franchise Agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

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 North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-1 through 51-19-17, are met independently without reference to this Addendum to the Disclosure Document.

Rhode Island Disclosure Document Addendum

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the Franchise Disclosure Document for use in the State of Rhode Island is amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a Unit Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

2. This Addendum to the Disclosure Document is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Addendum to the Disclosure Document.

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 Unit 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]

Hawaii Unit Franchise Agreement Amendment

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached Unit Franchise Agreement (the "Agreement") agree as follows:

1. Section 15.3.G of the Agreement, under the heading "Renewal," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted 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 under the Hawaii Franchise Investment Law.

2. Section 14.3.A.10 of the Agreement, under the heading "Transfer of Interest," is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted 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 you may have under the Hawaii Franchise Investment Law; and

3. Section 17, under the heading "Rights and Obligations on Transfer, Repurchase, Termination and/or Expiration of the Franchise," shall be amended by the addition of the following new Section 17.5, which shall be considered an integral part of the Agreement:

> Notwithstanding anything to the contrary in this Section 17, Master Franchisee shall comply with Hawaii law which currently requires that Master Franchisee compensate Unit Franchisee upon termination or refusal to renew the Unit Franchise for the fair market value, at the time of the termination or expiration of the Unit Franchise, of any inventory, supplies, equipment and furnishings which were purchased from Master Franchisee or a supplier designated by Master Franchisee. Personalized materials which have no value to Master Franchisee need not be compensated for. If Master Franchisee refuses to renew the Unit Franchise for the purpose of converting Unit Franchisee's business to one owned and operated by Master Franchisee, Master Franchisee, in addition, must compensate Unit Franchisee for the loss of goodwill. Master Franchisee may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Master Franchisee.

4. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Amendment.

[signature page to follow]

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

Master Franchisee	Unit Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address for Notices:	Address for Notices:
_____	_____
_____	_____
Telephone:_____	Telephone:_____
Fax:_____	Fax:_____
Attn:_____	Attn:_____

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 Master Franchisee refuses to renew the Unit Franchise, Master Franchisee shall compensate Unit Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Act.

2. Section 16 of the Agreement, under the heading "Termination of 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 Act, then the Illinois 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 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 Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois 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 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	Unit 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 Award of 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 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 Law.

3. Section 19 of the Agreement, under the heading "Governing Law and Dispute Resolution," shall be supplemented by the addition of the following 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 for claims arising under the Maryland Law in the State of Maryland. Any claims arising under the Maryland 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 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 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	Unit 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 nonrenewal 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 nonrenewal of the Unit Franchise.

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), the owner of the Marks is required to protect any rights 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	Unit Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address for Notices:	Address for Notices:
_____	_____
_____	_____
Telephone:_____	Telephone:_____
Fax:_____	Fax:_____
Attn:_____	Attn:_____

New York Unit Franchise Agreement Amendment

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

1. Section 15.3.G of the Agreement, under the heading "Renewal," shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted 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), provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the nonwaiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Section 14.3.A.10 of the Agreement, under the heading "Conditions for Approval of Any Transfer," shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in lieu thereof:

> The transferor shall have executed a General Release, in a form satisfactory to us, of any and all claims against us and the Master Franchisee-Related Parties in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the nonwaiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. Section 19.3 of the Agreement, under the heading "Governing Law," shall be supplemented by the addition of the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by Master Franchisee would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Unit Franchisee is domiciled in or the Unit Franchise will be opening in New York. Master Franchisee is required to furnish a New York prospectus to every prospective franchisee that is protected under the New York General Business Law, Article 33.

[signature page to follow]

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

Master Franchisee	Unit Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address for Notices:	Address for Notices:
_____	_____
_____	_____
Telephone:_____	Telephone:_____
Fax:_____	Fax:_____
Attn:_____	Attn:_____

North Dakota Unit Franchise Agreement Amendment

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Unit Franchise Agreement for shall be amended as follows:

1. The Unit Franchise Agreement shall be amended by the addition of the following new Section 24 entitled "North Dakota Law":

24. **North Dakota Law**.

The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined that certain Unit Franchise Agreement provisions are unfair, unjust or inequitable to North Dakota franchisees. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchise.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Any provision requiring North Dakota franchisees to execute a General Release of claims as a condition of renewal or transfer of a franchise.

2. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, are met independently without reference to this Amendment.

[signature page to follow]

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

Master Franchisee	Unit Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address for Notices:	Address for Notices:
_____	_____
_____	_____
Telephone:_____	Telephone:_____
Fax:_____	Fax:_____
Attn:_____	Attn:_____

Rhode Island Unit Franchise Agreement Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Unit Franchise Agreement (the "Agreement") agree as follows:

1. Section 19 of the Agreement, under the heading "Governing Law and Dispute Resolution," shall be supplemented by the addition of the following new Section 19.11:

19.11 **Rhode Island Law**. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a Unit Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

2. This Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Amendment.

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

Master Franchisee	Unit Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address for Notices:	Address for Notices:
_____	_____
_____	_____
Telephone:_____	Telephone:_____
Fax:_____	Fax:_____
Attn:_____	Attn:_____

Washington Unit Franchise Agreement Amendment

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Unit Franchise Agreement agree as follows:

1. Washington law, RCW 19.100.180, may supersede the Unit Franchise Agreement in your relationship with Master Franchisee including the areas of termination and renewal of your Unit Franchise. There may also be court decisions which may supersede the Unit Franchise Agreement in your relationship with Master Franchisee including the areas of termination and renewal of your Franchise.

2. In any arbitration involving a Unit Franchise purchased in Washington, the arbitration site shall 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.

3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

4. A release or waiver of rights executed by you shall 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.

5. Transfer fees are collectable to the extent that they reflect Master Franchisee's reasonable estimated or actual costs in effecting a transfer.

6. Each provision of this Amendment 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 §§ 19.100.010 through 19.100.940, are met independently without reference to this Amendment.

[signature page to follow]

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

Master Franchisee	Unit Franchisee
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address for Notices:	Address for Notices:
_____	_____
_____	_____
Telephone:_____	Telephone:_____
Fax:_____	Fax:_____
Attn:_____	Attn:_____

EXHIBIT G
TO DISCLOSURE DOCUMENT

STATEMENT OF PROSPECTIVE FRANCHISEE

STATEMENT OF PROSPECTIVE FRANCHISEE

[Note: Dates and Answers Must Be Completed in the Prospective Franchisee's Own Handwriting.]

Since the Prospective Franchisee (also called "me," "our," "us," "we" and/or "I" in this document) and _____, ***[INSERT NAME OF MASTER FRANCHISEE]*** (also called the "Master Franchisee," "you" or "your") both have an interest in making sure that no misunderstandings exist between them, and to verify that no violations of law might have occurred, and understanding that the Master Franchisee is relying on the statements I/we make in this document, I/we assure the Master Franchisee as follows:

A. The following dates and information are true and correct:

1.	_____, 20___ **Initials** _____	The date on which I/we received a Franchise Disclosure Document about a CARTRIDGE WORLD Unit Franchise.
2.	_____, 20___ **Initials** _____	The date when I/we received a fully completed copy (other than signatures) of the Unit Franchise Agreement and all other documents I/we later signed.
3.	_____, 20___ **Initials** _____	The earliest date on which I/we signed the Unit Franchise Agreement or any other binding document (not including any Letter or other Acknowledgment of Receipt.)
4.	_____, 20___ **Initials** _____	The earliest date on which I/we delivered cash, check or other consideration to the Master Franchisee, or any other person or company.

B. Representations and Other Matters:

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side deals," options, rights-of-first-refusal or otherwise of any type, including, but not limited to, any which expanded upon or were inconsistent with the Disclosure Document or the Unit Franchise Agreement or any other written documents, have been made to or with me/us with respect to any matter (including, but not limited to, advertising, marketing, site location and/or development, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise) nor have I/we relied in any way on any such, except as expressly set forth in the Unit Franchise Agreement or a written Addendum thereto signed by the Prospective Franchisee and the President of the Master Franchisee, except as follows:_____.
(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

2. No oral, written, visual or other claim, guarantee or representation (including, but not limited to, charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise), which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, was made to me/us by any person or entity, nor have I/we relied in any way on any such, except for information (if any) expressly set forth in Item 19 of the Master Franchisee's Disclosure Document (or an exhibit referred to therein), except as follows:_____.
(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

3. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including, but not limited to, the Prospective Franchisee obtaining any financing, the Prospective Franchisee's selection, purchase, lease or otherwise of a location, any operational matters or otherwise) or the Prospective Franchisee fully performing any of the Prospective Franchisee's obligations, nor is the Prospective Franchisee relying on the Master Franchisee or any other entity to provide or arrange financing of any type, nor have I/we relied in any way on such, except as expressly set forth in the Unit Franchise Agreement or a written Addendum thereto signed by the Prospective Franchisee and the President of the Master Franchisee, except as follows: _____ _____.
(If none, the Prospective Franchisee should write NONE in his/her/their own handwriting.)

Prospective Franchisee's Initials: _____

4. The individuals signing for the "Prospective Franchisee" constitute all of the executive officers, partners, shareholders, owners, investors and/or principals of the Prospective Franchisee and each of such individuals has received the Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Unit Franchise Agreement, each written Addendum and any Personal Guarantees.

Prospective Franchisee's Initials: _____

5. I/we have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Master Franchisee has strongly recommended that I/we obtain such independent professional advice. I/we have also been strongly advised by the Master Franchisee to discuss my/our proposed purchase of, or investment in, a CARTRIDGE WORLD Unit Franchise with existing CARTRIDGE WORLD Unit Franchisees prior to signing any binding documents or paying any sums and I/we have been supplied with a list of existing CARTRIDGE WORLD Unit Franchisees.

Prospective Franchisee's Initials: _____

6. I confirm that, as advised, I have spoken with past and/or existing CARTRIDGE WORLD Unit Franchisees, and that I made the decision as to which, and how many, CARTRIDGE WORLD Unit Franchisees to speak with. I understand and acknowledge that CARTRIDGE WORLD Unit Franchisees are distinct from the Master Franchisee and are independently owned and operated. I understand and acknowledge that they do not act as the Master Franchisee's agents or representatives in providing any information to me and that no such information can be attributed to the Master Franchisee and/ or relied upon as such.

7. I/we understand that: entry into any business venture necessarily involves some unavoidable risk of loss or failure, the purchase of a CARTRIDGE WORLD Unit Franchise (or any other) franchise is a speculative investment, investment beyond that outlined in the Disclosure Document may be required to succeed, there exists no guaranty against possible loss or failure in this or any other business and the most important factors in the success of a CARTRIDGE WORLD Unit Franchise, including the one to be operated by me/us, are my/our personal business, marketing, sales, management, judgment and other skills.

Prospective Franchisee's Initials: _____

8. I acknowledge receiving, reviewing and signing the receipt page for the Disclosure Document that was delivered to me (the "Receipt"). I confirm that the Franchise Seller Information contained within the Receipt is complete and accurately identifies all of the persons who sold or arranged for the sale of my Unit Franchise and were involved in the franchise sales activities.

Prospective Franchisee's Initials: _____

If there are any matters inconsistent with the statements in this document, or if anyone has suggested that I sign this document without all of its statements being true, correct and complete, I/we will (a) **immediately** inform the Master Franchisee's President or Chief Executive Officer and (b) make a written statement regarding such next to my signature below so that the Master Franchisee may address and resolve any such issue(s) at this time and before either party goes forward.

I/we understand and agree that the Master Franchisee does not furnish or endorse, or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, that such information (if any) not expressly set forth in Item 19 of the Master Franchisee's Disclosure Document (or an exhibit referred to therein) is not reliable and that I/we have not relied on it, that no such results can be assured or estimated and that actual results will vary from unit to unit and may vary significantly.

Prospective Franchisee's Initials: _____

I/we understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

Date: _____

PROSPECTIVE FRANCHISEE (Individual)

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

PROSPECTIVE FRANCHISEE (Corp., LLC or Partnership) - Must be accompanied by appropriate personal guarantee(s)

_____
Legal Name of Entity

_____ _____
Jurisdiction of Formation Corporation, LLC or Partnership

By: _____
Name

_____
Signature

Title: _____

PRINCIPALS

_____ _____

_____ _____

All of the above is true, correct and complete to the best of my knowledge:

_____
Franchise Marketing Representative

Reviewed by: _____

_____
President of Master Franchisee Unit Franchise Agreement Number

EXHIBIT H
TO DISCLOSURE DOCUMENT

SAMPLE GENERAL RELEASE

SAMPLE GENERAL RELEASE

Release-General Provisions. The Unit Franchisee(s), jointly and severally, hereby release and forever discharge each and all of the Franchisor-Related Parties (as defined below) of and from any and all causes of action, in law or in equity, suits, debts, liens, defaults under contracts, leases, agreements or promises, liabilities, claims, demands, damages, losses, costs or expenses, of any nature whatsoever, howsoever arising, **known or unknown**, fixed or contingent, past or present, that the Unit Franchisee(s) (or any of them) now has or may hereafter have against all or any of the Franchisor-Related Parties by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the "**Claims**"), it being the mutual intention of the parties that this release be unqualifiedly general in scope and effect and that any Claims against any of the Franchisor-Related Parties are hereby forever canceled and forgiven.

THE UNIT FRANCHISEE(S) ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THE UNIT FRANCHISEE(S), BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, CALIFORNIA AND/OR ***[JURISDICTIONS OF UNIT FRANCHISEE'S(S') RESIDENCE AND LOCATION OF UNIT FRANCHISES]***.

The Unit Franchisee(s) expressly assume the risk of any mistake of fact or fact of which they may be unaware or that the true facts may be other than any facts now known or believed to exist by Unit Franchisee(s), and it is the Unit Franchisee's(s') intention to forever settle, adjust and compromise any and all present and/or future disputes with respect to all matters from the beginning of time to the date of this document finally and forever and without regard to who may or may not have been correct in their understanding of the facts, law or otherwise. All releases given by the Unit Franchisee(s) are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Unit Franchisee(s) represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Unit Franchisee(s), in the Unit Franchisee's(s') independent judgment, believe necessary or appropriate. The Unit Franchisee(s) have not relied on any statement, promise, representation or otherwise, whether of fact, law or otherwise, or lack of disclosure of any fact, law or otherwise, by the Franchisor-Related Parties or anyone else, not expressly set forth herein, in executing this document and/or the related releases.

No Assignment or Transfer of Interest. The Unit Franchisee(s) represent and warrant that there has been, and there will be, no assignment or other transfer of any interest in any Claims that the Unit Franchisee(s) may have against any or all of the Franchisor-Related Parties, all Claims having been fully and finally extinguished, and the Unit Franchisee(s) agree to forever indemnify and hold the Franchisor-Related Parties harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys' fees incurred by any of the Franchisor-Related Parties as a result of any person asserting any interest in any of the Claims and/or any voluntary, involuntary or other assignment or transfer, or any rights or claims under any assignment, transfer or otherwise. It is the intention of the parties that this

indemnity does not require payment by any of the Franchisor-Related Parties as a condition precedent to recovery against the Unit Franchisee(s) under this indemnity.

Attorneys' Fees. If the Unit Franchisee(s), or anyone acting for, or on behalf of, the Unit Franchisee(s) or claiming to have received, by assignment or otherwise, any interest in any of the Claims, commence, join in, or in any manner seek relief through any suit (or otherwise) arising out of, based upon or relating to any of the Claims released hereunder or in any manner asserts against all or any of the Franchisor-Related Parties any of the Claims released hereunder, the Unit Franchisee(s) agree to pay all attorneys' fees and other costs incurred by any of the Franchisor-Related Parties in defending or otherwise responding to said suit or assertion directly to the Franchisor-Related Parties incurring such costs.

"Franchisor-Related Parties" shall mean the undersigned Master Franchisee, Cartridge World North America, LLC, Cartridge World Global Holdings Co. Limited, Cartridge World Australia Holdings Pty. Ltd., Cartridge World Australia Pty. Ltd. and Cartridge World International, Inc., and each affiliate of any of the foregoing, each Cartridge World® marketing and/or advertising fund and each and all of the following, whether past, current and/or future: Each and all entities and/or persons acting through or in concert with any of the foregoing; each and all of the partners, shareholders, officers, directors, agents, attorneys, accountants, and/or employees of any of the foregoing, as well as each and all of the successors and/or assigns of any of the foregoing.

Date of Releases, Joint and Several Liability. The releases granted hereunder shall be deemed effective as of the date hereof. The liabilities and obligations of each of the Unit Franchisee(s) (and any other person/entity providing releases to the Franchisor-Related Parties) shall be joint and several.

_____	_____
Master Franchisee	Unit Franchisee
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address for Notices:	Address for Notices:
_____	_____
_____	_____
Telephone: _____	Telephone: _____
Fax: _____	Fax: _____
Attn: _____	Attn: _____

EXHIBIT I
TO DISCLOSURE DOCUMENT

RECEIPT OF UNIT FRANCHISE AGREEMENT AND EXHIBITS

MASTER FRANCHISEES SHOULD CONSULT WITH COUNSEL AS TO HOW AND WHEN TO USE THIS RECEIPT

I, the undersigned Franchise Candidate, do hereby acknowledge receipt of the following documents, in ready-to-sign form:

Cartridge World® Unit Franchise Agreement and Exhibits

Exhibit A	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

I further acknowledge my understanding that it is my responsibility, to review all such documents, so that I am fully familiar with their contents and the transaction they describe.

Date: _____ (*complete with the date you first received the documents*)

PLEASE DO NOT SIGN OR RETURN THESE DOCUMENTS UNLESS YOU RECEIVED OUR UNIT FRANCHISE DISCLOSURE DOCUMENT AT LEAST 14 CALENDAR DAYS AGO AND HAVE HELD THIS UNIT FRANCHISE AGREEMENT AND RELATED EXHIBITS FOR AT LEAST SEVEN (7) CALENDAR DAYS (THE DAY OF DOCUMENT RECEIPT AND THE DAY OF SIGNING ARE EXCLUDED IN CALCULATING THESE HOLDING PERIODS).

_____
Signature of Unit Franchise Candidate

_____
Print Name of Unit Franchise Candidate

EXHIBIT J
TO DISCLOSURE DOCUMENT

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.

Iowa and New York require that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) 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 Cartridge World North America, LLC located at 3917 Mercy Drive, McHenry, Illinois 60050. Its telephone number is (815) 321-4406.

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

Name Mark Pinner	Name
Address 3917 Mercy Drive	Address
Address McHenry, Illinois 60050	Address
Phone (815) 321-4406	Phone

Issuance Date: March 27th, 2019.

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 March 27th, 2019, that included the following Exhibits and other Attachments:

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

_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____

_____

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.

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D-3 Former Unit Franchisees
D-4 Unit Franchise Agreements Signed But Units Not Yet Open
~~E Operations Manual Table of Contents~~
F State Disclosure and Agreement Addenda
G Statement of Prospective Franchisee
H Sample General Release
I Receipt of Unit Franchise Agreement and Exhibits
J Receipts (2 copies)

_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____

_____