FRANCHISE DISCLOSURE DOCUMENT

Discovery Map International, Inc.
A Vermont corporation
5197 Main Street, Suite 8
P.O. Box 726
Waitsfield, Vermont 05673
(802) 316-4060

www.discoverymap.com

The franchisee will operate a DISCOVERY MAP® franchise, which is primarily an advertising program in the form of tourist and visitor information maps supported by advertising purchased by restaurants, resorts, retail stores, local attractions and other tourist-based businesses in the community. Discovery Map International, Inc. intends to introduce other products and services, possibly including digital advertising and marketing.

The total investment necessary to begin operation of a DISCOVERY MAP® franchised business is $29,250 to $36,300. This includes $26,250 to $26,750 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes 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 government agency has verified the information contained in the 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 Ms. Susan Klein at PO Box 726, Waitsfield, VT 05673; Telephone: 802-316-4060, ext. 150.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure to an advisor like a lawyer or 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 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, DC 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.

Issuance date: December 1, 2025

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How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's discretion. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the Franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Discovery Map business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the Franchisor have a troubled legal history?	Items 3 and 4 tell you whether the Franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Discovery Map franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

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Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of your franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state may also have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of State Specific Addenda.

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Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Vermont. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Vermont than in your own state.

2. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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NOTICE REQUIRED
FOR PROSPECTIVE FRANCHISEES
BY STATE OF MICHIGAN

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, according to the Michigan Department of Attorney General, Consumer Protection Division (the "Division"), 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 by the Michigan Franchise Investment Law. 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 provision 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 franchise 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 subsection does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. 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 transferee 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.

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(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 value 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) above.

(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 of Michigan does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
Consumer Protection Division
Franchise Section
PO Box 30736
Lansing, MI 48909
(517) 373-7117

www.michigan.gov/ag

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DISCOVERY MAP INTERNATIONAL, INC.

UNIFORM FRANCHISE DISCLOSURE DOCUMENT

Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language in this Disclosure Document, "DMI," "we" or "our" means DISCOVERY MAP INTERNATIONAL, INC., the franchisor. "You" means the person who buys the franchise. If a corporation, partnership, limited liability company or other entity buys the franchise, "you" also means each of the individual owners of the corporation, partnership, limited liability company or other entity.

We are a Vermont corporation, incorporated on October 18, 2005, under the name Resort Maps Acquisition Corporation for the purpose of purchasing the assets of our predecessor Murphy Holdings, Inc. (formerly Resort Maps Franchise, Inc.). On October 31, 2005, we purchased substantially all of the assets of Murphy Holdings, Inc. On November 2, 2005, we filed a Certificate of Amendment with the Vermont Secretary of State changing our name to Resort Maps Franchise, Inc. On October 19, 2011 RMFI acquired substantially all the assets of Starr Map Company, LLC, and Discovery Map International, LLC, both of which were headquartered at 918 4th Street, La Conner, WA, 98221-1500. Discovery Map International, LLC has ceased operation and is closed. The current address of Starr Map Company, LLC is 81 Canal Lane, Brinnon, WA, 98320. These companies were predecessors in interest of certain Franchise Agreements and intellectual property currently employed in the Discovery Map System. The year 1993 was the year of the first offer of franchises by our predecessor Resort Maps Franchise, Inc., which was 18 years prior to the name change to Discovery Map International, Inc., which was on November 1, 2011. Our principal business address is 5197 Main Street, Suite 8, P.O. Box 726, Waitsfield, VT 05673. We conduct business under our corporate name, under the trade name and service mark "DISCOVERY MAP®", the trade name DISCOVERY MAPS AND GUIDES, the service mark "DISCOVERY MAPS & GUIDES®", URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like ("e-names") and associated logos, designs, symbols and trade dress (collectively, the "Marks").

In the DISCOVERY MAP® System each map is defined as a Franchised Business. We franchise the right to operate a DISCOVERY MAP® Franchised Business which offers a multi-media alternative advertising program in the form of illustrated tourist and visitor information maps supported by advertising space purchased by restaurants, resorts, retail stores, local attractions and other tourist-based businesses in the community and to use our SYSTEM. The limited right to sign up businesses in your Area is included in your franchised business subject to the terms of this Agreement. All DISCOVERY MAP® Franchised Businesses are required by us to be consistent in general appearance and professional profile.

There is one exception: In the State of Washington, you will operate a DISCOVERY MAP® Franchised Business under solely the name DESTINATION MAP. Our predecessor began offering RESORT MAPS franchises in 1993.

As of the end of our last fiscal year we had 116 franchises.

Our agents for service are disclosed in Exhibit A.

Our Parents, Predecessors and Affiliates
We do not have a parent.

Our predecessor, Murphy Holdings, Inc. (formerly Resort Maps Franchise, Inc.), is a Vermont corporation, incorporated on May 13, 1993, with a principal business address at 1440 Ripley Road, Waterbury Center, VT 05677. Murphy Holdings, Inc., was established for the purpose of offering, establishing and managing Resort Maps franchises. Murphy Holdings, Inc., offered, sold and managed franchises from August 1, 1993, and ceased all franchise activity as of the date of the transfer of its assets to us on October 31, 2005. On that date Murphy Holdings, Inc., filed a Certificate of Amendment with the Vermont Secretary of State changing its name from Resort Maps Franchise, Inc., to Murphy Holdings, Inc.

We have an affiliate, Discovery Digital Services, Inc. ("DDS"), a Vermont corporation, incorporated on May 1, 2024, with a principal address at 5197 Main St, Waitsfield, VT, 05673, USA. DDS is in the business of developing digital and technological services for use by us and our franchisees. DDS has not offered franchises and is not in the business of offering franchises.

Market Competition
The primary user of DISCOVERY MAP® is the general public. The target market for the services and products provided by DISCOVERY MAP® is the purchaser of business advertising which typically includes restaurants, resorts, retail stores, local attractions and other businesses in the community. We consider this market for advertising to be well established. Your competitors will include local, regional and national similar advertising-based media. DISCOVERY MAP® is a year-round business.

Regulations
There are no regulations specific to our industry that will affect operation of your unit, other than those laws and regulations that may apply to businesses in general.

Item 2
BUSINESS EXPERIENCE

President—Peter L. Hans

From October 18, 2005, to present, Mr. Hans has served as our sole Director as well as President. Additionally, Mr. Hans is a member of and has had an interest in Flagship Associates, LLC, which is a Vermont limited liability company and real estate holding company in Waitsfield, Vermont, from July 2003 to the present as well as being a managing member of Berkley Holdings, LLC, a Waitsfield, Vermont limited liability company and real estate holding company, from June 2007 to the present.

Secretary—Susan M. Klein

Ms. Klein, is our Secretary and Chief Operating Officer. She has been with the company since August 2015. Her day-to-day activities include general office administration, Franchise Agreement document preparation, human resource management, and map proofing.

Item 3
LITIGATION

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

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

All franchisees pay an Initial Franchise Fee of $25,000. You must pay the Initial Franchise Fee in a lump sum when you sign the franchise agreement. In consideration for the Initial Franchise Fee, we grant you a franchise to operate a DISCOVERY MAP® Franchised Business for one map (as outlined in the Disclosure Document – Section 12 Territory) and provide you and certain of your personnel with initial training. In addition to the Initial Franchise Fee, you must pay us our fee for the initial map coloring, the total of which we estimate to be $1,250 to $1,750.

You pay us or our affiliates no other fees or payments for services or goods before your business opens.

If available, you may request the purchase of an additional franchise for a lump sum franchise fee equal to 75% of the then-current initial franchise fee per map franchise. We reserve the right, in our sole discretion, to approve or deny your request.

The Initial Franchise Fee and the Map Coloring Fee are deemed fully earned upon payment and no refunds will be made.

Item 6
OTHER FEES[1]

Type of Fee	Amount	Due Date	Remarks
Royalty	10% of total Gross Sales of printed advertising, except 25% of Gross Sales of Website Ads.	By the 10th of the month following sales[2]	Gross sales means all sales from the franchise location.[3] Interest is charged on late payments.[4]
Advertising	1% of total gross sales[3]	Same as Royalty	No fee charged initially, but we may institute fee at any anniversary of Franchise Agreement.[5]

Type of Fee	Amount	Due Date	Remarks
Additional Initial and Optional Training	$75 per hour	Paid in advance	Initial training is free for two people. Charge is for any additional persons trained by us
Audits	Cost of audit plus interest on underpayment[4]	Upon billing	Payable only if audit shows understatement is willful or is 5% or more of gross sales for any month
Late Fee	Late payment fee of 1.5% per month or the maximum interest rate permitted by state law if less, from date these amounts were originally due until paid. Fee of $200 per late or incomplete submission	As Incurred	Payable to us [6]
Transfer, Assignment Fee	20% of the then-current Franchise Fee	Prior to consummation of assignment/transfer	Payable if you sell your franchise. No fee charged if you transfer your franchise to a corporation or other entity you control.
Renewal Fee	20% of the then-current Franchise Fee	Upon renewal	New Franchise Agreement, which may have different terms or conditions, must be signed by you and us.
Costs And Attorneys' Fees	Will vary under the circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement
Indemnification	Will vary under the circumstances	As incurred	You will have to reimburse us if we are held liable for claims arising from your Franchised Business' operation
Map Layout and Production Services	$75 per hour, subject to annual increase of up to 5%, compounded, $500-$700	As incurred	Payable to us[1]
Discovery Map Publication System ("DPS") Fee	$2,200 per year, subject to annual increase of up to 5%, compounded	At least 5 business days before map files for your first map publication are sent to press and annually thereafter	Payable to DDS

NOTES:

(1) All fees are imposed by and payable only to us. All fees are non-refundable.

(2) Royalty fees shall begin from the date the Franchise is established and continue through the term of the Franchise Agreement. Royalty fees shall be paid to us once monthly; payment is due no later than the 10th day of the month for the prior month's sales or at such times as we designate in the DISCOVERY MAP® Operations Manual. Royalty payments must include the Sales and Royalty Report for the payment period along with signed copies of all Advertising Order Forms. In all cases all fees due shall be paid before Map Sales Cycle concludes. Map Sales Cycle concludes five days before we issue written final map approval. ADDITIONAL REPORTS MAY BE REQUIRED.

(3) The term "Gross Sales" will mean and include the total of all revenue and income from the sale of services and products to customers of the Franchised Business or any other source, whether or not sold or performed at or from the Franchised Business and whether received in cash, in services in kind, from barter and/or exchange, on credit (whether or not payment is received), or otherwise. The applicable standard rate will be the rate published from time to time by DISCOVERY MAP INTERNATIONAL, INC, for similar ads in markets of comparable size and type to the ads in question and the franchisee's particular market. (For these rates, please consult the Operations Manual.) You will deduct from your Gross Sales (but only if they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if these taxes are separately stated when the customer is charged and if these taxes are paid to the appropriate taxing authority. You will also deduct from your Gross Sales the amount of any documented refunds, charge backs, credits and allowances you give in good faith to customers. All barter and/or exchange transactions to which the Franchised Business furnishes services and/or products in exchange for goods or services to be provided to Franchised Business by a vendor, supplier or customer will, for the purpose of determining Gross Sales, be valued at the full value of the goods and/or services so provided to Franchised Business. Gross Sales shall also include all insurance proceeds received by Franchisee for loss of business due to a casualty to or similar event affecting the operation of the Franchised Business.

(4) Interest rate will be 1.5% per month or if the maximum interest rate permitted by state law is less, then interest will be charged at the lesser allowed rate. Interest begins from the date of the late payment or underpayment.

(5) There are no advertising cooperatives, none are planned, and you cannot be required to contribute to an advertising cooperative.

(6) If any fee or payment due according to the Franchise Agreement is not paid, you shall pay interest of 1.5% per month or if the maximum interest rate permitted by state law is less, then interest will be charged at the lesser allowed rate, from the date these amounts were originally due. If any payment, response to a request for information, forms, data, production schedule, any item related to map production or any item we deem appropriate is not received in full by the established due date, a late fee of $200 may be imposed.

No fees are refundable. Except as stated above, there are no provisions for any of these fees to increase during the term of your Franchise Agreement.

Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Item	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$25,000[1]	Lump Sum	At signing of Franchise Agreement	Us
Map Coloring	$1250 to $1,750[2]	As incurred	Net 30 upon invoice prior to map publication	Us
Travel and Living Expenses while Training	$500 to $1,500	As incurred	During training	Airlines, hotels, restaurants and car rental
Map Racks and related equipment	$1,500 to $3,250	As incurred	As incurred	Various vendors
Computer System	$500 to $1,200	As incurred	As incurred	Various vendors
Licenses/Deposits	$0 to $250	As incurred	As incurred	State/local agencies, utilities
Supplies & Misc. Expense	$250 to $1,000[3]	As incurred	As incurred	Us or Various vendors
Insurance	$250 to $500[4]	As arranged	Prior to opening	Various vendors
Additional Funds	$0 to $1,850[5]	As incurred	As incurred	Various vendors
TOTAL	$29,250 to $36,300[6]			

NOTES:

(1) This fee is not refundable.

(2) Variation will depend on map size.

(3) Includes incorporation costs, accounting or other legal fees, business cards, office supplies and forms.

(4) Estimated cost of down payment required to activate policy coverage. Costs vary widely from location to location and from state to state. Required coverage includes, without limitation, casualty, liability and workers compensation.

(5) Estimate of additional expenses over initial phase of business, which should not exceed 90 days. We have endeavored to consider all potential costs with launching a Discovery Map

franchise, however we felt it prudent to add a small buffer in the event of unforeseen circumstances, unanticipated vendor price changes, and fluctuating market conditions. Our experience with unforeseen circumstances, unanticipated vendor price changes, and fluctuating market conditions has demonstrated that number to be no higher than 5% of the maximum estimated initial investment, hence, the amount is set at $0 to $1,850.

(6) Although we have tried to be as accurate as possible in our estimate of your initial investment, you should review these figures carefully with a skilled business advisor before you decide to purchase the franchise. The figures above are estimates and should be viewed accordingly. We cannot guarantee that you will not have additional expenses in starting your business. Your actual costs will depend on factors including the location and size of your DISCOVERY MAP® Franchised Business; how much you follow DISCOVERY MAP®'s recommended methods and procedures; your overall management, business and sales skill; local economic conditions; competition; and the amount and effectiveness of your promotion.

Note that our estimates above are based on you operating your DISCOVERY MAP® business from your home. If you choose to locate your business elsewhere, for example in a rented office space, your costs will likely be higher than those reflected in the Item 7 Table.

All payments to us are non-refundable. Other than the initial Franchise Fee, we do not offer direct or indirect financing to franchisees for any item. There are no other direct or indirect payments to us in conjunction with the purchase of this franchise.

Any refund of payments made to various vendors will depend on the terms you arrange with those vendors.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase display racks, trademarked materials, printing, map layout and design services under specifications that are listed in the DISCOVERY MAP® Operations Manual from us or suppliers that we have approved. We do not make our criteria for vendor/supplier approval available to our franchisees. We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

We are the only approved vendor for all trademarked material. As of the date of this Disclosure Document, we have not developed any trademarked materials for sale, but reserve the right to do so. If we do, you will be required to sell any products we develop and to purchase them from us or from a supplier that we designate. If and when we develop a line of trademarked materials for sale, we expect to generate a profit on these of up to 50%.

We are the only approved supplier of map layout and map assembly services and charge a standard hourly production rate for these services, which is currently $75 per hour, and which may increase during the term of your franchise. The estimated proportion of required purchases and leases by the Franchisee to all purchases and leases by the Franchisee of goods and services in establishing the Franchised Business is 5% to 7%. The estimated proportion of required purchases and leases by the Franchisee to all purchases and leases by the Franchisee of goods and services in operating the Franchised Business is 3% to 7%. The Franchisor’s total revenue, based on the most recent

audited financial statements is $1,155,803. The Franchisor's revenues from all required purchases and leases totals $120,706. 10.4% of the Franchisor's total revenue comes from all required purchases and leases. No affiliates receive revenues from required purchases and leases. The information used in computing the revenues in this paragraph came from the audited financials from the 2025 fiscal year.

DISCOVERY MAP INTERNATIONAL, INC. has developed automated online billing and credit card payment processing Franchisees are required to use these services. We expect any potential revenue from this system to be less than 5% of total revenue.

Other than the items listed above, there are currently no other items or services for which we or our affiliates are approved suppliers or the only approved suppliers.

There are no other approved suppliers in which any of our officers owns an interest.

The purchase of printing services, DPS, and other services we provide in connection with the digital publication of your maps, display racks and labels, map drawing and display advertising production services from designated suppliers will represent 70% to 90% of your overall purchases in operating your Franchised Business. Variation will depend on map size, production costs, the quantity of maps printed and the edition of the map. There are currently no purchasing or distribution cooperatives in which you will be required or expected to participate. We do not have any purchase arrangements with suppliers for the benefit of franchisees but we reserve the right to pursue these types of arrangements. No group purchasing agreements are permitted without prior approval from DMI. We reserve the right to negotiate purchase arrangements with suppliers for the benefit of franchisees and/or to derive revenue or other material consideration as a result of required purchases. We currently have an arrangement with approved print vendors under which we receive a small commission for preparing digital files, maintaining relationships between printer and Franchisee, and monitoring print quality on an ongoing basis. The franchisor does not provide material benefits to a franchisee based on the franchisee's purchase of a particular product or services or use of designated or approved suppliers.

Other than that disclosed above, neither we nor anyone directly related to us has any financial interest in any of the goods, services, purchase, lease or supplies sold to you or which are required to be used by you.

Our specifications for equipment and services have been designed to minimize costs and to create consistency between locations. Those specifications include standards for performance, competitive costs, ease of use, quality, availability, compatibility, and the supplier's service and credit history. We may grant approval of alternate suppliers as follows: If you wish to purchase goods or services from a supplier we have not previously approved, either you or the supplier may submit a written request to us seeking a designation as an approved supplier. You may contract with alternative suppliers only if approved by us. We may require that we be allowed to inspect that supplier's facilities, and/or have a sample of its product made available for testing or evaluation. The qualifications may include, as with regard to the suppliers we have chosen previously, standards for performance, competitive costs, ease of use, quality, availability, compatibility, and the supplier's service and credit history. We must respond to your request in writing, advising of approval or disapproval, within 90 days. We do not charge a fee for evaluating alternative suppliers.

Our approval of vendors is important in that it enables us to help ensure that franchisees are purchasing products and services that meet our standards for quality, reliability, and reasonable costs.

If we give approval, our specifications and standards will be given to the vendor/supplier and they will be added to our approved list for you and all other franchisees. Approval of a supplier may be revoked at any time in our discretion. We will notify franchisees when any supplier's approval is revoked.

We continually monitor and evaluate all approved suppliers and vendors based on our experience and that of our franchisees. We will discontinue any vendor or supplier that fails to consistently meet quality control standards, conform to our specifications or meet the needs of our franchisees.

We do not require you to purchase a computer or any software from any particular vendor; however, we do recommend that you incorporate the mobile application developed for us by our affiliate, DDS, in your sales efforts, which application is intended to provide merchants with value added services for a fee (the "App"). We retain the right to approve and may restrict, designate, or control all of your e-commerce activities, if any. In addition to the App, we may require that you utilize other e-commerce products or services designated by us or our affiliates.

You must maintain the following types and minimum amount of insurance coverage: general property casualty insurance; general public/commercial liability insurance (including contractual indemnity coverage) and auto liability insurance (not less than $500,000); and worker's compensation insurance, as required by applicable law. All policies of liability insurance must name us and/or any affiliate that we designate as an additional insured. You must deliver to us certificates of insurance evidencing your compliance no later than 10 days before you begin operation of your Franchised Business.

You must secure and maintain in force in your name all required licenses, permits, and certificates relating to the establishment and operation of your Franchised Business. You also must operate the Franchised Business in compliance with all applicable laws, ordinances, and regulations.

You must maintain the Franchised Business in accordance with standards stated in the DISCOVERY MAP® Operations Manual and other agreements you will sign. You must meet and maintain the highest standard and performance of customer service, as we reasonably require in the DISCOVERY MAP® Operations Manual. You must make additions, upgrades and replacements to your DISCOVERY MAP® Franchised Business as required in the DISCOVERY MAP® Operations Manual.

We restrict, designate, and have the right to approve or control all of your electronic media, including Internet activities. We may require that you utilize e-commerce products or services designated by us. We currently require you to use AdWiz, a custom proprietary software program used in the publication of maps and other content through various media.

We do not provide to or withhold from you material benefits (without limitation, renewing your DISCOVERY MAP® franchise or granting additional franchises) based on your purchase of particular products or services or your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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 Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Not Applicable	Items 11 and 17
b. Pre-opening purchases/leases	Not Applicable	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 9, 10 and 11	Items 7 and 11
d. Initial and ongoing training	Sections 9 and 14	Items 6, 7 and 11
e. Opening	Sections 9 and 11	Item 11
f. Fees	Section 6	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Section 15	Items 8 and 11
h. Trademarks and proprietary information	Sections 2, 7, 16, 17, 28, 29 and 30	Items 13 and 14
i. Restrictions on products and services offered	Section 7	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Item 8
k. Territorial development and sales quotas	Section 15	Item 12
l. Ongoing product/service requirements	Section 7	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Sections 12 and 21	Item 11
n. Insurance	Section 20	Item 7 and 8
o. Advertising	Section 19	Items 6, 11 and 12
p. Indemnification	Section 20	Item 13
q. Owner’s participation/ management/staffing	Sections 14 and 15	Item 15
r. Records and reports	Sections 6 and 18	Item 6
s. Inspections and audits	Sections 18 and 21	Items 6 and 8
t. Transfer	Sections 25, 26 and 27	Items 6 and 17
u. Renewal	Section 5	Items 6 and 17
v. Post-termination obligations	Section 24, 28 and 29	Item 17
w. Non-competition covenants	Section 28	Item 17
x. Dispute resolution	Section 33	Item 17
y. Other	Not Applicable	Not Applicable

Item 10
FINANCING

DISCOVERY MAP INTERNATIONAL, INC. will finance a portion of the Initial Franchise Fee for applicants, which it determines in its sole discretion are qualified based on the following terms:

Borrower:	Franchisee.
Lender:	DISCOVERY MAP INTERNATIONAL, INC. or an affiliated company.
Amount:	Up to a maximum of 40% of the Initial Franchise Fee.
Interest Rate:	Determined based on Borrower's credit worthiness and prevailing market conditions.
Maximum Term:	Up to a maximum of 3 years.
Security:	Pledge of the Franchise Agreement
Guarantor:	Personal Guarantee required by Franchisee's principal owner.
Prepayment:	Financing may be prepaid in whole or in part at any time without penalty.
Default Remedies:	The Lender may declare all remaining outstanding balance due and payable immediately; The Borrower agrees to pay all court costs and attorney's fees incurred in collection of the debt; DISCOVERY MAP INTERNATIONAL, INC. may terminate the franchise; and DISCOVERY MAP INTERNATIONAL, INC. may invoke the cross-default clause in the Franchise Agreement.

The loan agreement also requires Franchisee to waive defenses and bars Franchisees from asserting a defense against the Franchisor.

It is not the Franchisor's practice, or intent to sell assign, or discount to a third party all or part of the financing arrangement.

Neither the Franchisor nor any affiliate receive any consideration for placing financing with the lender.

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

Except as listed below, we need not provide any assistance to you.

Before you open your business, we will:

a) Designate your Area of Exclusive Rights (Franchise Agreement - Section 3.)

b) Loan you a copy of our DISCOVERY MAP® Operations Manual, which contains mandatory and suggested specifications, standards, methods, and procedures. (See Item 8 of this Disclosure Document). This manual is confidential and remains our property and is incorporated into the Franchise Agreement by reference. (Franchise Agreement — Section 9 and Section 15) You may review the DISCOVERY MAP® Operations Manual in our office at any time prior to signing your Franchise Agreement. The Table of Contents of the DISCOVERY MAP® Operations Manual is as follows:

TABLE OF CONTENTS

		Page #	# of pages
1.	GENERAL INFORMATION	9	10
2.	ADVERTISING PRODUCTS	19	5
3.	TRAINING	24	5
4.	BACK AT THE OFFICE	29	12
5.	LAUNCHING YOUR BUSINESS	41	6
6.	SALES TOOLS AND TIPS	47	33
7.	ADS THAT SELL	80	15
8.	MAP DEVELOPMENT; CREATION TOOLS	95	15
9.	GOING TO PRODUCTION	110	4
10.	DISTRIBUTION	114	11
11.	FINANCIAL MANAGEMENT	125	18
	TOTAL		134

c) Give you general assistance in the opening of your business. We will also make our personnel available to help you plan pre-opening promotional programs. You will need to give us at least 30 days' notice of the planned opening date of your business if you wish us to provide you with pre-opening assistance. (Franchise Agreement - Section 9 and Section 11)

d) Train you and your key management people in the DISCOVERY MAP® System. (Franchise Agreement — Section 9) Anyone who attends the training program must complete the program to our satisfaction. We may extend the training program for anyone who fails to successfully complete it, but training must be completed satisfactorily at least seven (7) days prior to opening. There is no charge for initial training of up to two persons, but you must pay the travel and living expenses of yourself and your people during the training program. Initial training will last for up to four days, and will be conducted at our headquarters in Waitsfield, Vermont. Training programs are scheduled and run as needed. The training program will be conducted by one or more of our Management Team members or other personnel or contractors as determined by us. (Franchise Agreement - Section 14)

e) Provide you with specifications for map design, appearance and distribution. (Franchise Agreement - Section 9)

f) Provide you with specifications for fixtures, equipment, supplies and services that we make available to franchisees for use in map development. You must acquire fixtures, design and printing services from approved suppliers or us. These items must meet our specifications. (Franchise Agreement - Section 9)

An outline of the initial training program is as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction/History of Company	1	Not applicable	Waitsfield, Vermont
Administration, Promotion, and Sales Introduction	3	Not applicable	Waitsfield, Vermont
Production and Distribution	5-6	Not applicable	Waitsfield, Vermont
Ad Rates, Approved Discounts, and Filler Spaces, Bookkeeping	2	Not applicable	Waitsfield, Vermont
Sales Training and Customer Service	6-10	Not applicable	Virtual, requiring video capability

Training courses are typically held from time to time during the course of the year. However, certain elements of our training are conducted at our headquarters offices and some elements may be held by video conference. Although the individuals instructing the training may vary, all of our instructors must have at least one year of relevant work experience. Presently, our principal trainers are: Peter Hans, our President, with nineteen years of training experience; Rob Amon, with a total of thirty-five years of sales experience; and Susan Klein with eight years of training experience.

During the operation of your business, we will:

a) Provide up to five days of map mock-up development as well as provide additional time as necessary to prepare preliminary map drawing to be used by you, prior to your completing the drawing, production and printing of your first map. In addition, you must pay us or our designee, at the then-current rate for map layout and map assembly services, to update and redraw the Franchised Business map every seven years after signing the original Franchise Agreement. In addition, we will provide an initial map drawing of a 17" x 22" map, including buildings up to a total of 250, drawn by staff artists. Additional buildings drawn are billed at our hourly Production rate.

b) Continue to loan you the DISCOVERY MAP® Operations Manual and furnish you with any and all updates and other manuals and training aids that are developed in the future. Any training films we make will be made available to you at our cost. (Franchise Agreement — Section 9)

c) To the extent we deem it necessary or advisable, give you individual or group guidance and assistance, by personal visit, online presentation or telephone, or by newsletters, brochures, reports or bulletins. This help may include areas as maximizing sales and profits, marketing, employee hiring and training, customer service, vendor relations, equipment and facility maintenance, or any operating problems you may be experiencing. (Franchise Agreement — Section 9)

d) Allow you to participate in programs that may be developed and offered by us on a system-wide basis to our franchisees. (Franchise Agreement — Section 9)

e) Provide you with copies of our available advertising material, if you desire, at a payment equal to DISCOVERY MAP INTERNATIONAL, INC.'s hourly cost for preparation. You may also develop and use your own advertising material, but any material you use is subject to our prior review and approval. (Franchise Agreement — Section 19)

f) Provide you with additional training on programs that we may develop in the future. There is no charge for the training on programs you must attend, but you must pay the costs and expenses for yourself and anyone attending with you. We may charge for optional training programs at a rate of $500 per person, per day. (Franchise Agreement — Section 14)

g) Maintain an Internet Website and provide you with a minimum of one page on our website, which will contain contact and other specific information for your Franchised Business as well as provide you with no less than one Email address or alias.

At your option, you may sell additional advertising, but only through our Web Ad program. Under the Web Ad Program, you may sell additional web-based advertising space on our website to clients, whether or not they purchase ads on your print map.

We receive a 10% share of your revenues for print advertisements.

All revenue you generate from selling advertisements on any of our digital tools, excluding those web ads that are included in your print ad base price, will be split seventy-five percent (75%) to you and twenty-five percent (25%) to us, net of directly-related third party expenses (such as cost-per-view fees we are assessed). (Franchise Agreement – Section 9).

Each print ad purchaser receives a corresponding listing on your map's web page on our website. Currently this listing advertisement is included in the price that clients pay you for a print ad on your map.

We reserve the right to institute a regional or national advertising program, and to charge you an additional fee to fund it. Upon 90 days written notice that the Advertising Fund has been established, you must pay the Advertising Fund Fee of 1% of your Gross Sales payable and at the same time and in the same manner as the Royalty. (See Items 6 and 9 of this Disclosure Document) If a program is begun, the advertising fund will be administered by our officers under the direction of an advertising council made up of our representatives and franchisees. The advertising council will initially consist of the three of our officers and managers and two franchisee representatives. Franchisees will have the opportunity to elect their representatives once a year. As the DISCOVERY MAP® franchise system expands, we may effect changes in the composition and selection of the advertising council. The fund created and overseen by the council may be established as a not-for-profit corporation. The fund will prepare income and expense statements at least once each calendar quarter, and at a time as is practical, the entire fund will be audited annually. Income and expense statements and audit results will be available to any franchisee upon request. Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year. Although once established the fund is intended to remain in existence, we reserve the right to terminate the fund but only after all monies have been spent for advertising and promotion.

There are no advertising cooperatives, none are planned and you cannot be required to contribute to an advertising cooperative.

The advertising council will develop and place advertising for our system; decide whether to use advertising agencies and which ones; and decide which media to use, which may include print, radio, television, direct mail, or local in-store promotions. It may also include development of a national website or other digital marketing and advertising efforts. All franchise and company-owned DISCOVERY MAP® businesses will contribute to the advertising fund on the same basis, and the expenditure of funds will be limited to advertising, promoting and marketing the goods and services offered by our system. Franchisees who are not yet contributing to the fund (see limiting note in Item 6) may be excluded from receiving benefits from the activities of the fund. No portion of the advertising funds will be used to sell franchises, although advertising and promotional materials designed to promote DISCOVERY MAP® franchisees' business may also publicize the availability of DISCOVERY MAP® franchises. Neither we nor any of our affiliates will receive payment of any kind from the fund. The advertising council's operating rules and guidelines will be determined by a majority vote of its members. We will spend funds to benefit the DISCOVERY MAP® franchise system. This does not mean, however, that expenditures in your Territory will be equivalent or proportionate to your contribution. We may place additional regional or national advertising at our own expense but are not obligated to do so. (Franchise Agreement — Section 18) You may develop your own advertising materials provided they are submitted to us in advance for review and approval.

There was no advertising program to which franchisees were required to contribute during 2025.

We do not approve or impose requirements or restrictions on your choice of business office site, except that you will not have the right to lease or purchase a premise to operate the business office outside of your Territory.

Currently, we do not require our franchisees to use any specific brand of computer hardware. You are required to have a full-color inkjet or laser printer. You are required to run an operating system new enough to be supported with manufacturer's updates for security and other bugs, and you must be able to run the current version of a browser designated by us on the computer in order to access our website and digital production and media systems. You may purchase the hardware and software from any source. The computer is not proprietary and does not require a maintenance or service agreement. You must purchase and arrange delivery of this equipment with the vendor. The computer system manages your sales activities and general business operations. You must have a broadband connection for your computer that meets at least the FCC Guidelines for "Medium Use", and we strongly recommend one that meets the FCC Guidelines for "Advanced Use". We reserve the right to require you, at your expense and in the time frame determined by us, to update or upgrade the hardware, software and/or network connectivity you use to conform to new standards or specifications. There are no limitations on the cost and frequency of the obligation to update the computer system. However, we do not request the right to remotely access information and data maintained on the computer system. The cost of purchasing or leasing the computer system can range from $500 to $1,200. We do not require any annual update, upgrade or contract for the computer system. We estimate the cost of maintaining, updating and/or upgrading your system to be $250 per year. The cost of broadband service will vary depending on locale and available providers, and we expect that since most franchisees will already have an adequate broadband connection in their household independently of the needs of their franchise, it will not be an added cost.

We restrict, designate, and have the right to approve or control all of your electronic media, including Internet activities, which relate to your Franchise Business.

You may have as many telephone numbers and telephone directory listings for your Franchised Business as you choose. However, we will own all rights to the telephone listings and you must transfer them to us on the expiration, termination, repurchase or transfer of your Franchise, at your expense. Google Voice® is not an approved telephone service provider for your franchised business. You must sign an authorization that grants us the right to change, transfer or terminate your telephone listings, your email addresses, domain names and comparable electronic identities, on your behalf upon expiration, termination, repurchase or transfer of your Franchise.

We do not approve or impose requirements or restrictions on your choice of business office site.

The length of time between the signing of your Franchise Agreement and actually opening for business is typically 90 to 120 days. You may operate your DISCOVERY MAP® Franchised Business as a home-based business. The factors that affect this timetable are your ability to locate and secure a site and negotiate a lease if you do not locate your office as a home-based business, and to deal with any applicable local zoning issues or ordinances, weather conditions, and unforeseeable delays in the delivery or installation of signs or equipment.

Item 12
TERRITORY

You receive a limited exclusive Territory called an "Area of Exclusive Rights" ("Area"). An Area of Exclusive Rights is mutually agreed upon prior to execution of the Franchise Agreement. The Area typically consists of at least 400 businesses, and it is based on a number of factors such as physical geography, population and business density. Please note that the completed drawn map may not encompass the entire area due to physical limits of a 17" x 22" page. Your Area means that we will not grant another franchise for a DISCOVERY MAP® business within your Area.

The grant of your Area is expressly conditioned upon your successful penetration of the market in your Area. You must promote actively and aggressively the products and services of your DISCOVERY MAP® Franchised Business within your Area.

Franchisee must generate minimum sales revenue for each year as follows: year one (1st edition of the Franchise Business' map) TWENTY THOUSAND DOLLARS ($20,000); year two (2nd edition of the Franchise Business' map), THIRTY THOUSAND DOLLARS ($30,000); year three (3rd edition of the Franchise Business' map) and all subsequent years, FORTY THOUSAND DOLLARS ($40,000).

Should any portion of Franchisee's Area be left unrepresented by Franchisee's drawn map or sold advertisements for a period of more than two years, Franchisor shall have the right to reduce the Franchisee's Area to include only the area covering the drawn map and sold advertisements.

You have a specific approved location and you may relocate your business if you have elected to operate the business from your home and your proposed new location does not infringe on the territorial rights of any other DISCOVERY MAP® or affiliated business and the new location is within your Area. You may reserve for one year an Area in which you are not franchised by paying a non-refundable fee equal to 20% of the current franchise fee. We do not reduce an Area based on sales results, but you are required to meet certain sales and market penetration goals to avoid termination of your Franchise Agreement.

You cannot solicit business outside your Area but may do business in your Area with persons who contact you from inside or outside your exclusive territory.

We can develop, use and franchise other trade names and trademarks for other types of businesses anywhere. Presently, however, there are no plans to do so.

We also have the right to develop and use other channels of distribution, including the Internet, including specially but without limitation mobile applications, retail stores or other direct marketing for the sale of any trademarked services or merchandise, both within and outside of your Area except that we have agreed that we will not license another DISCOVERY MAP® franchise business in your Area. We also have the right to use other channels of distribution, including the Internet, retail stores, or other direct marketing, for the sale of products and services within and outside your Area under trademarks different from those you will use under your Franchise Agreement and under the DISCOVERY MAP® trademark under certain circumstances described below. Presently there are no plans to do so.

In the exercise of our rights reserved in this Item, including without limitation our soliciting or accepting orders inside your Area, we will pay you no compensation. That is, we will pay you no compensation for soliciting or accepting orders inside your Area.

We reserve the right to promote the availability of franchises and the DISCOVERY MAP® website on any and all maps, approved advertising, promotional and marketing media so long as you bear no additional financial cost or suffer a loss of advertising revenue from the ad placement.

Except when advertising cooperatively, or through media that, in addition to your Area also includes the Area of another franchise, you cannot advertise or solicit business within another franchisee's Area. We can advertise and solicit business within your Area as described above. You and we may accept business from outside of your Area without permission or special payment provided no other franchisee has rights in the outside Area. You may not use alternative distribution channels to make sales outside or inside your Area and you will receive no compensation for our sales through alternative distribution channels. You may not solicit advertising orders from customers outside of your Area. You do not have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing, to make sales outside of your Area.

You do not receive the right of first refusal to acquire additional franchises, however we may, in our sole discretion, grant you this right. If we do, your franchise fee for any additional franchise will be reduced as indicated in Item 5. The continuation of your rights under the Franchise Agreement including your rights in your Area is based solely on your compliance with the terms of your Franchise Agreement. The Franchise Agreement does require the printing and distribution of a map within one year from the date you sign the Franchise Agreement as well as annual renewals of the map thereafter.

The grant of your Area is expressly conditioned upon your successful penetration of the market in your Area. You must promote actively and aggressively the products and services of your DISCOVERY MAP® Franchised Business within your Area.

Franchisee must generate minimum sales revenue for each year as follows: year one (1st edition of the Franchise Business' map) TWENTY THOUSAND DOLLARS ($20,000); year two (2nd edition of the Franchise Business' map), THIRTY THOUSAND DOLLARS ($30,000); year three (3rd edition of the Franchise Business' map) and all subsequent years, FORTY THOUSAND DOLLARS ($40,000).

The travel and advertising industries change and the DISCOVERY MAP® business must adapt to changing technologies and circumstances, so you may be required to meet additional or different sales goals and quotas that we may establish as our business evolves and the industry changes, and the Franchise Agreement requires you to meet those goals and quotas.

In exceptional cases, we may reduce or otherwise modify the applicable minimum sales performance standard of an existing franchisee to better suit the individual Area. However, if you are not achieving the applicable minimum sales performance standard, you will be in default of the franchise agreement. There are no circumstances under which your Area will be reduced, but failure to take sufficient steps to cure the default in a given year could result in termination of the Franchise Agreement.

The minimum sales performance standards currently in place or as modified and supplemented in the future are not an earnings claim or financial performance representation (see Item 19) and do not imply that you will experience gross sales of any particular level.

Even though we grant you territorial rights under the franchise agreement, we retain the right to approach and solicit clients, customers or locations and sell advertising and other products and services in your Area whenever you are not meeting the then-applicable minimum sales or performance standards or participating in programs available to you to sell advertising or other products and services to business in the Area. Also, DISCOVERY MAP INTERNATIONAL, INC., retains the exclusive right to approach and solicit clients, customers or locations and sell advertising and other products and services within your Area, regardless of whether you currently provide services to them, in order to develop them as a regional or national account. A regional or national account is a customer or group of customers that operate under common ownership or control, under the same trademarks or service marks through company stores, independent franchisees, independent dealerships, or some other association, that we have arranged or may in the future arrange as DISCOVERY MAP® advertisers. We retain the right to negotiate with any regional or national account and set the contract terms, conditions and prices. When a national account is available in your Area, you must participate in the regional or national account and abide by the contract terms, conditions and prices established by us. We retain the right to service all regional or national accounts established in your Area and receive up to 20% of the advertisement's sale price on these accounts as a sales and administration fee.

Item 13
TRADEMARKS

We grant you the right to operate a business under the name DISCOVERY MAP®, except in the State of Washington, where you are granted the right to operate under the name DESTINATION MAP. In Washington only, Discovery Map is used by another business. Consequently, Washington franchisees must use the alternative DESTINATION MAP name for their businesses and products. You may also use other current or future trademarks that we develop to identify the goods and services associated with the DISCOVERY MAP® system. By trademark, we mean trade name, trademark, service marks, logos or other commercial symbols used to identify your DISCOVERY MAP® Franchised Business. We have received federal registration for all of our six principal trademarks.

The following is a description of the principal trademarks we will license to you:

In the United States:

Mark	Registration No.	Registration Date	United States Patent and Trademark Office/ Principal or Supplemental Register
	5,059,409	**October 11, 2016**	**Principal**
	2,308,880	**January 18, 2000**	**Principal**

Registrations Nos. 2,308,880 is endorsed as follows:

"Registration limited to the area comprising the entire United States except for an area comprising Washington State."

All required affidavits have been filed for each of these trademarks.

There are presently no effective determinations by the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court, of any pending infringement, opposition, or cancellation proceedings, or any pending material litigation involving our trademarks. There are no agreements currently in effect which significantly limit our rights to use or license the use of our trademarks in any manner material to the franchise except in the state of Washington, nor are there any superior rights or infringing uses actually known to us which would materially affect your use of the trademarks.

We have no affirmative obligation to preserve and protect the ownership and validity of our trademarks. However, we will take all steps that we deem reasonably appropriate. Any decision to protect your right to use these trademarks or to protect you against claims of infringement shall be made by us. Should we elect to protect the trademarks or protect you against claims of infringement, we will control any administrative proceeding or litigation involving a trademark licensed by us to you. If litigation involving our trademarks is filed or threatened against you, or you become aware of any infringement by a third party, you must tell us promptly and cooperate with us fully in pursuing, defending or settling the litigation. We will have no obligation to defend or indemnify you for your expenses or damages if the claim against you relates to your use of the trademarks in violation of the Franchise Agreement.

You must sign all documents requested by us or our counsel that are necessary to protect our trademarks or to maintain their validity and enforceability. We may substitute different trademarks to identify the business conducted under the DISCOVERY MAP® system if we can no longer use or license the trademarks, or if we decide that substitution of different trademarks is good for the business.

If that happens, you must make the modifications required by us within a reasonable time after you are notified that we have decided to substitute different trademarks to identify your Franchised

Business. We shall have no liability or obligation whatsoever with respect to your modification or discontinuance of the Marks. You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

Your Franchise Agreement provides that any use of our trademarks that is not authorized is an infringement. You may not use our trademarks as part of your corporate or other legal name without our consent.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise.

Although we have not filed applications for copyright registration, we claim common law copyrights on our published maps, and in addition we assert trade secret and copyright protection for our DISCOVERY MAP® Operations Manual. Although we have not filed an application for copyright registration, the information in the DISCOVERY MAP® Operations Manual (described in Item 11) is proprietary, and we claim trade secret and copyright protection for its contents. The DISCOVERY MAP® Operations Manual is our property and is being loaned to you during the term of your Franchise Agreement. You must keep the information in it confidential and current at all times, keep it in a secure place and not disclose it to anyone else.

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

We recommend but do not require that you personally participate in the actual operation of the Franchised Business. However, you must devote your best efforts to the management of your franchise and we must approve anyone you hire as a general manager of the Franchised Business. Anyone actively involved in its management or operation or who owns more than 20% of the business must attend our training program (as described in Item 11). Your general manager need not own an equity interest in the business.

You must inform us of any changes in the management or operation of your franchise. In accordance with Addendum E to the Franchise Agreement, all shareholders, directors, officers, members, and/or partners of the Franchisee must sign the Guaranty in Addendum E.

Persons who must attend training will be identified in the Notice of Key Employees, attached as an Addendum to the Franchise Agreement. Anyone required to attend training cannot have an interest in or business relationship with any business competitive with the DISCOVERY MAP® concept. They must also sign a Non-Disclosure and Non-Competition Agreement that requires them to maintain confidentiality of the trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those goods and services that we have approved. You must offer all goods and services that we designate as required for all franchisees. You must obtain our permission to offer any goods and services that we have not approved. You may not engage in any business activities that compete with the services offered by us.

We have the right to add additional authorized services and merchandise, or to delete existing ones. There are no limits on our right to do so in the Franchise Agreement, although changes are subject to applicable law.

Except for the limitations in the Franchise Agreement on advertising and soliciting business outside of your Area of Exclusive Rights (see Item 12) and those set out in the DISCOVERY MAP® Operations Manual, you have no restrictions on who your customers are or where they come from.

Item 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4	Term is 10 years.
b. Renewal or extension of the term	Section 5	If you are in good standing, you can renew for two additional five-year terms.
c. Requirements for franchisee to renew or extend	Section 5; Addendum I	Six months' notice, not in default, has not received three or more default notices in prior term, sign new Franchise Agreement which may contain materially different terms and conditions than your original Franchise Agreement including the Area and the royalty, comply with the then-current standards, sign release, refresher training if required by us, renewal fee equal to 20% of the then-current Franchise Fee.

d. Termination by franchisee	None	The Franchise Agreement doesn't provide for this. But you may seek to terminate on any grounds available to you at law.
e. Termination by franchisor without "cause"	None	We cannot terminate your Franchise Agreement without cause.
f. Termination by franchisor with "cause"	Section 23	We can terminate your Franchise Agreement only if you are in default of Agreement.
g. "Cause" defined—curable defaults	Section 23B	Having interest in a competitor, failure to make payments, failure to maintain Franchised Business according to standards, failure to submit reports, failure to follow DISCOVERY MAP® Operations Manual, failure to get permission when needed, failure to accurately record sales, failure to print and distribute initial map within one year, failure to print and distribute the map annually, failure to pay debts, default in other terms and covenants not separately identified.
h. "Cause" defined—defaults which cannot be cured	Sections 23C and 23D	Misuse of trademarks or licensed rights, repeated defaults even if cured, abandonment, unapproved sale or assignment, intentional understating of sales, violates law in operating Franchised Business, bankruptcy, creditors attach or foreclose business property, discloses confidential information, conviction or "no contest" plea to a felony, false statements on Franchise Application, fail to satisfy material judgment, failure to maintain independent contractor status with us, attempt unauthorized transfer.
i. Franchisee's obligations on termination/non-renewal	Section 24	Payment of all amounts due, complete de-identification, cease using trademarks and proprietary information, return of DISCOVERY MAP® Operations Manual, assigning

		telephone numbers and more (see also item r. below).
j. Assignment of contract by franchisor	Section 25	We may assign to anyone we believe is able to carry out terms of contract.
k. "Transfer" by franchisee—defined	Section 25	Includes transfer of contract rights, assets, equity interest or any other ownership change and any pledge or encumbrance of any assets, contract rights or equity interests in you or the business.
l. Franchisor approval of transfer by franchisee	Section 25	We have right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section 25	You must not be in default at time of transfer, you must sign a release, the transferee must meet new franchisee qualifications and complete training, new franchisee must sign new Franchise Agreement, transfer fee paid.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 27	We have 60 days to match bona fide offer for your business.
o. Franchisor's option to purchase franchisee's business	Section 24B	If your Franchise Agreement is terminated, we may, but are not obligated to, assume your lease and buy your inventory, supplies and equipment.
p. Death or disability of franchisee	Section 26	May transfer franchise to heirs, successors or beneficiaries if they are qualified. Otherwise, your estate has 180 days to transfer to a qualified buyer.
q. Non-competition covenants during the term of the franchise	Sections 23, 28 and 30	No involvement with competing business is allowed anywhere in the United States.
r. Non-competition covenants after the franchise is terminated or expires	Sections 28 and 30	Two-year restriction on competing business in your former Area of Exclusive Rights, or in the Area of Exclusive Rights of any franchisee. Permanent restriction on using licensed rights in a similar line of business.
s. Modification of the Agreement	Sections 15A and 44	Except for our right to change the DISCOVERY MAP® Operations Manual from time to time, the Franchise Agreement

		can only be amended by an agreement signed by both parties.
t. Integration/merger clause	Section 44	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside the disclosure document and Franchise Agreement may not be enforceable. No claim made in any Franchise Agreement is intended to disclaim the representations in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 33	Except for certain claims, all disputes must be mediated/ arbitrated in Vermont under the auspices of the American Arbitration Association (subject to state law).
v. Choice of forum	Sections 33 and 43	Vermont (subject to state law)
w. Choice of law	Section 43	Vermont law applies (subject to state law)

The provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 *et seq*.).

See any state-specific riders or addenda to the Franchise Agreement and this disclosure document for special state disclosures.

Item 18
PUBLIC FIGURES

We do not use any public figures to promote our franchises.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

We are reporting on all franchise businesses that completed a full sales cycle and published a map in the fiscal year ending on September 30, 2025. All franchised units operate in a defined Area and typically publish one map per year. Each franchised business generates gross sales by selling

advertising space to local businesses whose ads border the Map. Maps are two-sided. The majority of the maps we publish are either 17-inch by 22-inch or 17-inch by 25-inch in size. We do continue to publish two 17-inch by 11-inch maps but do not, in the normal course, offer franchises for new maps in this size. Therefore, these two maps are excluded from the analysis below. There are no other key demographic elements necessary in defining an Area.

Based upon the performance of the franchises which published a map in the fiscal year ending on September 30, 2025, and completed the selling cycle within the reported fiscal year, we are providing the following disclosure of the actual Gross Sales[1] which do not include unrelated and affiliate-owned franchises.

The total number of franchisees that operated franchises during the Fiscal Year ending September 30, 2025 was 74 and the total number of franchisees included in this FPR is 66.

The Average Map's Unit sales for Fiscal Year ending September 30, 2025 is as follows:

	October 1, 2024 to September 30, 2025
Average Sales per Map	$58,171
Median Sales	$53,210
Highest Sales	$214,930
Lowest Sales	$10,430
Number of Units	102
Number of Units achieving or surpassing Average Sales per Map	38
Proportion of Units achieving or surpassing Average Sales per Map	37%

Some franchisees have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

Note that this Financial Performance Representation is historic: the reasonable basis for this financial performance representation is past Gross Sales figures supplied to us in monthly reports by our franchisees. These reports comprise the written substantiation for the financial performance representation above.

NOTE: 102 (out of a total of 116) maps are included in this financial performance representation. This is because our financial performance representation is based only on maps that were published during our 2025 fiscal year in standard sizes. We do *not* include in this financial performance representation the following *unrepresentative* groups: (1) the small number of 11" x 17" maps, (2) maps that were not published during the fiscal year, and (3) company or affiliate owned map(s).

[1] Deductions from gross revenues to reach Gross Sales are the amount of all sales tax receipts and/or the amount of any documented refunds, charge backs, credits and allowances you give in good faith to customers.

The aforementioned figures, which reflect Gross Sales, not profits, were calculated based upon information reported to us by our franchisees in their monthly reports.

The figures do not reflect the costs of sales, operating expenses or other costs and expenses that must be deducted from the Gross Sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your DISCOVERY MAP Franchised Business.

Written substantiation of the data used in preparing the financial performance representations will be made available to you upon reasonable request.

Other than the preceding financial performance representation, Discovery Map International, Inc. does not make any financial performance representations. We also do not authorize our employees or representative 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 the franchisor's management by contacting Peter Hans (PO Box 726, Waitsfield VT, 05673, 802-316-4060), the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2023 TO 2025

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised				
	2023	117	115	-2
	2024	115	119	4
	2025	119	116	-3
Affiliate-Owned				
	2023	3	3	0
	2024	3	0	-3
	2025	0	0	0
Total Outlets				
	2023	120	118	-2
	2024	118	119	1
	2025	119	116	-3

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2023 to 2025

State/Country	Year	Number of Transfers
Colorado		
	2023	2
	2024	2
	2025	0
Delaware		
	2023	0
	2024	1
	2025	0
Florida		
	2023	0
	2024	2
	2025	2
Idaho		
	2023	1
	2024	1
	2025	0
Maryland		
	2023	0
	2024	1
	2025	0
Massachusetts		
	2023	1
	2024	1
	2025	2
Montana		
	2023	1
	2024	0
	2025	0
New Jersey		
	2023	1
	2024	1
	2025	0

New York		
	2023	1
	2024	0
	2025	0
No. Carolina		
	2023	2
	2024	0
	2025	0
So. Carolina		
	2023	3
	2024	0
	2025	0
Tennessee		
	2023	1
	2024	0
	2025	0
Texas		
	2023	0
	2024	0
	2025	1
Utah		
	2023	1
	2024	0
	2025	0
Vermont		
	2023	1
	2024	1
	2025	1
Totals		
	2023	15
	2024	10
	2025	6

Table No. 3

STATUS OF FRANCHISED OUTLETS
FOR YEARS 2023 to 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired By Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Arizona								
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
California								
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Colorado								
	2023	6	1	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Connecticut								
	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Delaware								
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida								
	2023	7	0	0	0	0	0	7
	2024	7	4	0	0	0	0	11
	2025	11	1	0	0	0	0	12
Georgia								
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Hawaii								
	2023	1	1	0	0	0	0	2
	2024	2	1	1	0	0	0	2
	2025	2	0	1	0	0	0	1

Idaho								
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Louisiana								
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maine								
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Maryland								
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	1	0	0	0	3
Massachusetts								
	2023	8	0	0	0	1	0	7
	2024	7	2	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Michigan								
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Montana								
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
New Hampshire								
	2023	7	0	0	0	0	0	7
	2024	7	0	1	0	0	0	6
	2025	6	0	0	0	0	0	6
New Mexico								
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Jersey								
	2023	6	0	0	0	0	0	6
	2024	6	0	1	0	0	0	5
	2025	5	0	0	0	0	0	5
New York								
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	1	0	0	0	0	9

North Carolina								
	2023	9	0	0	0	0	0	9
	2024	9	0	0	1	0	0	8
	2025	8	1	0	0	0	0	9
Oregon								
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Pennsylvania								
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Puerto Rico								
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Rhode Island								
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	1	0	0	0	3
South Carolina								
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	1	0	0	0	5
Tennessee								
	2023	6	0	0	0	0	0	6
	2024	6	0	2	0	0	0	4
	2025	4	0	2	0	0	0	2
Texas								
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Utah								
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Vermont								
	2023	10	0	0	0	0	0	10
	2024	10	1	0	0	0	0	11
	2025	11	0	0	0	0	0	11
Virginia								
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

Washington								
	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Totals								
	2023	114	2	2	0	1	0	113
	2024	113	11	5	1	0	0	118
	2025	118	4	6	0	0	0	116

Country	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation – Other Reasons	Outlets at the End of the Year
Canada								
	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
	2025	0	0	0	0	0	0	0
Mexico								
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	1	0	0	0	0
Total								
	2023	2	0	0	0	0	0	2
	2024	2	0	1	0	0	0	1
	2025	1	0	1	0	0	0	0

Table No. 4

STATUS OF AFFILIATE-OWNED OUTLETS
FOR YEARS 2023 to 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida							
	2023	3	0	0	0	0	3
	2024	3	0	0	2	1	0
	2025	0	0	0	0	0	0
Massachusetts							
	2023	0	0	0	0	0	0
	2024	0	0	1	0	1	0
	2025	0	0	0	0	0	0

Totals							
	2023	3	0	0	0	0	3
	2024	3	0	1	2	2	0
	2025	0	0	0	0	0	0

Table No. 5

PROJECTED OPENINGS AS OF SEPTEMBER 30, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Maine	0	1	0
Florida	0	1	0
Georgia	1	0	0
Colorado	0	1	0
New York	1	1	0
Texas	1	1	0
Louisiana	1	0	0
Utah	0	1	0
Total	4	6	0

The names of all current franchisees and the addresses and telephone numbers of their units are listed in Exhibit D. The name, city, state and the current business telephone number (or, if unknown, the last-known home telephone number) of every franchisee who ceased to do business under the Franchise Agreement by having had an outlet terminated, canceled, not renewed, or transferred within the last fiscal year, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year ending 9/30/25 or has not communicated with us within 10 weeks of the date of the issuance date are the following:

BURLINGTON VT Greg Cluver	PO Box 186	Hinesburg, VT 05461	802-229-0500
CAPE CORAL FL Kurt & Melissa Godwin	2298 SE 28th St	Cape Coral FL 33904	239-471-7838
COZUMEL MEXICO Jennifer Frankenburger & Luis Fuentes	Villa Colibri, 1246 Avenida Juarez, Oficina 1 ; Colonia Adolfo Lopez Mateos, Cozumel QR, Mexico 77667		+52-1-987-141-2467
EASTERN SHORE MD Tracey Littleton	207 Trowbridge Lane	Downington, PA 19335	610-247-1319
FALMOUTH MA JCorp, LLC (Vann Jones)	PO Box 1983	N. Falmouth, MA 02556	508-566-0342

FORT MYERS, FL Kurt & Melissa Godwin	2298 SE 28th St	Cape Coral FL 33904	239-471-7838
GALVESTON Troy and Jeanna Leek	1316 Ursuline St	Galveston, TX 77550	409-202-0104
HYANNIS MA JCorp, LLC (Vann Jones)	PO Box 1983	N. Falmouth, MA 02556	508-566-0342
NASHVILLE TN Lane & Evelyn Curlee	PO Box 84	Tullahoma, TN 37388	931-774-0514
SOUTHERN MIDDLE TN Lane & Evelyn Curlee	PO Box 84	Tullahoma, TN 37388	931-774-0514
TRANSYLVANIA CTY NC Todd Branham	PO Box 1701	Pisgah Forest, NC 28728	828-423-0592
WESTERLY RI Kimberly Lewis	1063 West Street POB 132	Sheldonville, MA 02070	401-903-9975

The following transfers or terminations were from franchisees who owned multiple franchises and continue to be active with other franchised markets within our system as may be found in Exhibit D:

KAUAI HI Kauai ROI, LLC Mike/Iliana Johnson Tyson/Ali Hempel	203 Dogwood Dr	Bozeman, MT 59718	406-219-3026
MYRTLE BEACH SC Mark Ciociola	176 So. Dogwood Dr	Kitty Hawk, NC 27949	435-901-1027

Franchisees who signed a Franchise Agreement but not yet open for business as of 09/30/25:

ATLANTA, GA	Al Jackson,	9060 Tuckerbrook Ln, Johns Creek, GA 30022	678-209-8538
AUSTIN, TX	Haven Darcy,	7509 Thomas Spr Rd, Austin TX 78736	512-882-4767
NEW ORLEANS, LA	Carol Keen,	1816 Kerlerec St New Orleans, LA 70116	720-485-0901
MIDTOWN MANHATTAN,	Valerie Britten,	418 Broadway #8101, Albany NY	917-437-1009

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

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

Following is a list, to the extent known, of the names, addresses, telephone numbers, e-mail address and Web address of each trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored, or endorsed:

An organization created by franchisor: DISCOVERY MAP® Advisory Council, Peter L. Hans, President, DISCOVERY MAP INTERNATIONAL, INC., 5197 Main Street, Suite 8, P.O. Box 726, Waitsfield, Vermont 05673, Telephone (802) 316-4060, E-mail: peter@discoverymap.com, Website: www.DiscoveryMap.com.

The following independent franchisee organization has asked to be in the disclosure document: Map Owners Franchisee Association, Inc. For information, contact Camille Richards, (215) 598-1148, or by email: camillerichards@discoverymap.com.

Item 21
FINANCIAL STATEMENTS

We have attached as Exhibit B our audited financial statements for the fiscal years ending September 30, 2025, September 30, 2024, and September 30, 2023.

Item 22
CONTRACTS

A copy of the current Franchise Agreement and various other agreements and amendments which may be used during the franchising process is attached as Exhibit C to this Disclosure Document.

Item 23
RECEIPT

A copy of the Receipt acknowledging delivery of this Disclosure Document to you is attached as EXHIBIT F at the end of this Disclosure Document.

EXHIBIT A

AGENTS FOR SERVICE OF PROCESS AND STATE FRANCHISE ADMINISTRATORS

DISCOVERY MAP INTERNATIONAL, INC.

LIST OF STATE AGENCIES/AGENTS

FOR SERVICE OF PROCESS

Our registered agent in the State of Vermont:

Peter L. Hans
President
Discovery Map International, Inc
5197 Main Street, Suite 8
P.O. Box 726
Waitsfield, Vermont 05673

STATE	AGENCY	PROCESS, IF DIFFERENT
California 1(866) ASK-CORP	Commissioner of the Department of Financial Protection and Innovation Los Angeles Office: 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento Office: 2101 Arena Blvd. Sacramento, CA 95834 San Diego Office: 1350 Front Street San Diego, CA 92101 San Francisco Office: One Sansome Street, Suite 600 San Francisco, CA 92101	
Hawaii	Commission of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813

STATE	AGENCY	PROCESS, IF DIFFERENT
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, IN 46204	Administrative Office of the Secretary of State 201 State House Indianapolis, IN 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021	Maryland Securities Commissioner 200 St. Paul Place Baltimore Maryland 21202-2021
Michigan	MI Dept. of Attorney General Consumer Protection Division Franchise Section PO Box 30736 Lansing, MI 48909	
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101	
New York	NYS Dept. of Law Investor Protection Bureau 28 Liberty St New York, NY 10005	Secretary of State State of New York 99 Washington Ave. Albany, NY 12231
North Dakota	Office of Securities Commissioner 600 East Boulevard Avenue State Capital 5th Floor Bismarck, ND 58505-0510	North Dakota Securities Department 600 East Boulevard Avenue State Capitol 14th Floor Dept. 414 Bismarck, ND 58505-0510
Rhode Island	State of Rhode Island Department of Business Regulations Securities Division 1511 Pontiac Avenue Building 69-1 Cranston, RI 02920	
South Dakota	Division of Securities 445 East Capitol Pierre, SD 57501-3185	
Virginia	Ronald W. Thomas, Administrator State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219	Clerk State Corporation Commission 1300 East Main Street Richmond, VA 23219

STATE	AGENCY	PROCESS, IF DIFFERENT
Washington	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501	
Wisconsin	Securities and Franchise Registration Division of Securities 4th Floor 345 W. Washington Ave Madison, WI 53703	

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EXHIBIT B

FINANCIAL STATEMENTS

DISCOVERY MAP INTERNATIONAL, INC.

1. AUDITED FINANCIAL STATEMENTS
SEPTEMBER 30, 2025 and SEPTEMBER 30, 2024

2. AUDITED FINANCIAL STATEMENTS
SEPTEMBER 30, 2024 and SEPTEMBER 30, 2023

DISCOVERY MAP INTERNATIONAL, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024

(With Independent Auditor's Report Thereon)

DISCOVERY MAP INTERNATIONAL, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024

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Murphy Gaudreau Hoskinson, Inc.

INDEPENDENT AUDITOR'S REPORT

To the Stockholder of
Discovery Map International, Inc.

Opinion

We have audited the accompanying financial statements of Discovery Map International, Inc., which comprise the balance sheet as of September 30, 2025, and the related statements of income, changes in stockholder's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Discovery Map International, Inc. as of September 30, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Discovery Map International, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The financial statements of Discovery Map International, Inc. for the year ended September 30, 2024 were audited by another auditor who expressed an unmodified opinion on those statements on November 15, 2024.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Discovery Map International, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

A One Tara Boulevard, LL - Suite 008, Nashua, NH 03062
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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Discovery Map International, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Discovery Map International, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Murphy Gaudreau Hoskinson Inc.

Murphy Gaudreau Hoskinson, Inc.
Nashua, New Hampshire
Vermont License #001.0134084
November 24, 2025

DISCOVERY MAP INTERNATIONAL, INC.

BALANCE SHEETS
SEPTEMBER 30, 2025 AND 2024

ASSETS

	2025	2024
Current assets:		
Cash and cash equivalents	$ 280,468	$ 362,077
Accounts receivable - net of allowance for credit losses totaling $3,000 as of September 30, 2025 and 2024	45,103	46,447
Investments	301,939	410,384
Due from affiliate	59,883	66,511
Prepaid expenses	-	3,750
Total current assets	687,393	889,169
Property and equipment, net	41,507	42,258
Other assets:		
Intangible assets, net	18,244	35,707
Operating lease right-of-use assets	48,487	87,729
Federal corporate income tax deposit	35,264	25,047
Total other assets	101,995	148,483
Total assets	$ 830,895	$ 1,079,910

LIABILITIES AND STOCKHOLDER'S EQUITY

Current liabilities:		
Current portion of operating leases liability	38,417	36,815
Current portion of deferred revenue	57,324	102,612
Accounts payable and accrued expenses	136,054	125,744
Total current liabilities	231,795	265,171
Long-term liabilities:		
Operating leases liability, net of current portion	7,497	45,914
Deferred revenue, net of current portion	185,400	192,871
Other liabilities	8,693	8,693
Total long-term liabilities	201,590	247,478
Total liabilities	433,385	512,649
Stockholder's equity:		
Common stock, no par value, 3,000 shares authorized; 100 shares issued and outstanding	100	100
Additional paid-in capital	551,345	551,345
Retained earnings (deficit)	(153,935)	15,816
Total stockholder's equity	397,510	567,261
Total liabilities and stockholder's equity	$ 830,895	$ 1,079,910

The accompanying notes are an integral part of these financial statements.

DISCOVERY MAP INTERNATIONAL, INC.

STATEMENTS OF INCOME
FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024

	2025	2024
Revenues:		
Initial franchise fees	$ 87,855	$ 282,600
Franchise royalty fees	603,785	590,627
Production and proof fees	105,857	120,706
Franchise renewal and transfer fees	82,935	79,186
Destination marketing organization	64,664	24,369
Digital publication fees	52,690	186,325
Other map income	25,424	36,820
Total revenues	1,023,210	1,320,633
Operating expenses:		
Compensation, payroll taxes and benefits	470,127	476,148
Commissions	7,713	20,540
Depreciation and amortization	21,116	32,354
Map production fees and supplies	77,486	74,160
Management fees	80,212	30,000
Office and technology	89,160	194,340
Professional services	48,956	50,778
Promotional and travel	117,987	63,469
Rent and utilities	43,980	42,699
State registration fees	3,711	2,065
Other operating expenses	31,570	23,108
Total operating expenses	992,018	1,009,661
Income from operations	31,192	310,972
Other income:		
Interest income	20,370	31,669
Miscellaneous income	3,490	4,644
Total other income	23,860	36,313
Income before state income taxes	55,052	347,285
Provision for state income taxes	250	250
Net income	$ 54,802	$ 347,035

The accompanying notes are an integral part of these financial statements.

DISCOVERY MAP
INTERNATIONAL, INC.

STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY
FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024

	Common Stock	Additional Paid-In Capital	Retained Earnings (Deficit)	Total
Balance October 1, 2023	$ 100	$ 551,345	$ (42,160)	$ 509,285
Net income	-	-	347,035	347,035
Stockholder distributions	-	-	(166,408)	(166,408)
Stockholder distributions - income taxes	-	-	(122,651)	(122,651)
Balance September 30, 2024	100	551,345	15,816	567,261
Net income	-	-	54,802	54,802
Stockholder distributions	-	-	(40,971)	(40,971)
Stockholder distributions - income taxes	-	-	(183,582)	(183,582)
Balance September 30, 2025	$ 100	$ 551,345	$ (153,935)	$ 397,510

The accompanying notes are an integral part of these financial statements.

DISCOVERY MAP INTERNATIONAL, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024

	2025	2024
Cash flows from operating activities:		
Net income	$ 54,802	$ 347,035
Non-cash items included in net income:		
Depreciation and amortization	21,116	32,354
Changes in operating assets and liabilities:		
Accounts receivable	1,344	(4,763)
Prepaid expenses	3,750	(3,750)
Operating lease right-of-use assets	39,242	32,351
Federal corporate income tax deposit	(10,217)	(17,398)
Accounts payable and accrued expenses	10,310	32,998
Operating leases liability	(36,815)	(37,351)
Deferred revenue	(2,548)	(126,528)
Net cash provided by operating activities	80,984	254,948
Cash flows from investing activities:		
Advances to affiliate	(43,583)	(66,511)
Purchases of investments	(1,316,869)	(1,614,241)
Proceeds from the sale of investments	1,425,314	1,759,012
Purchase of property and equipment	(2,902)	-
Net cash provided by investing activities	61,960	78,260
Cash flows from financing activities:		
Stockholder distributions	(40,971)	(166,408)
Stockholder distributions - income taxes	(183,582)	(122,651)
Net cash used by financing activities	(224,553)	(289,059)
Net increase (decrease) in cash and cash equivalents	(81,609)	44,149
Cash and cash equivalents - beginning of year	362,077	317,928
Cash and cash equivalents - end of year	$ 280,468	$ 362,077
Supplemental disclosure of cash flow information		
Cash paid during the year for income taxes	$ 250	$ 250
Noncash investing and financing activities		
Right-of-use assets acquired by assumption of leases liability	$ -	$ (34,721)
Lease liability assumed to acquire assets	$ -	$ 28,721
Management fees paid via reduction of due from affiliate	$ 50,211	$ -

The accompanying notes are an integral part of these financial statements.

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NOTE – A: NATURE OF THE BUSINESS

Discovery Map International, Inc. (the "Company") is a Vermont corporation that was formed in October 2005. The Company licenses, sells, and supports franchises for the design, production, and promotion of advertising maps in cities and towns principally in the United States, Puerto Rico, and Canada. The Company also designs and produces maps commissioned by destination marketing organizations.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist in understanding the Company's financial statements.

Basis of Accounting/Presentation: The accompanying financial statements have been prepared on the accrual basis of accounting. The financial statements and notes are representations of management who is responsible for their integrity and objectivity. These accounting policies conform to accounting principles generally accepted in the United States of America (GAAP) and have been consistently applied in the preparation of the financial statements.

Company management has elected to adopt certain provisions within Accounting Standards Codification (ASC) Topic 810, *Consolidations*. The provision allows for a private company to elect not to apply variable interest entity (VIE) guidance to legal entities under common control if both the reporting entity and legal entity being evaluated for consolidation are not public business entities.

Cash and Cash Equivalents: For purposes of the statements of cash flows, the Company considers all highly liquid deposits with a maturity of three months or less to be cash equivalents. As of September 30, 2025 and 2024, cash consisted of cash on hand, balances in operating bank accounts and amounts due from depository institutions. The Company had no cash equivalents as of September 30, 2025 and 2024.

Accounts Receivable and Allowance for Credit Losses: Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management estimates the allowance for expected credit losses in accordance with Financial Accounting Standards Board (FASB) ASC 326, *Financial Instruments – Credit Losses*, using relevant information from internal and external sources, historical experience, the age of the accounts receivable balance, current economic conditions, and reasonable and supportable forecasts. When management determines a trade account receivable is uncollectible, the receivable is charged to the allowance. Management has provided an allowance for uncollectible accounts totaling $3,000 as of September 30, 2025 and 2024.

Investments: Investments consist of certificates of deposit with maturities ranging from three to twelve months, which are recorded at amortized cost.

Prepaid Expenses: Prepaid expenses and other assets are stated at historical cost, net of any related amortization, and consist of amounts which are of continuing benefit to the Company.

Property and Equipment: The Company's property and equipment policy is to capitalize individual purchases, renewals and betterments in excess of $2,500. Maintenance, repairs and minor renewals are charged to expense as incurred. Periodically, management evaluates property and equipment for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment (Continued): When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts, and any gain or loss is included in the statements of income. Property and equipment are stated at cost, depreciation is computed on a straight-line basis over the estimated useful lives of the related assets, as follows:

	Years
Furniture and fixtures	5 – 10
Equipment	3 – 10
Leasehold improvements	7 – 40

Intangible assets: The acquired franchise agreements acquired trademarks, website, and website and application development costs are amortized on a straight-line basis over periods ranging from 5 to 10 years.

Leases – Lessee: The Company recognizes and measures its leases in accordance with FASB ASC 842, *Leases*. Upon implementation of ASC 842 the Company elected the practical expedient package to not reassess at adoption (i) expired or existing contracts for whether they are or contain a lease, (ii) the lease classification of any existing leases or (iii) initial indirect costs for existing leases. The Company has also elected the policy exemption that allows lessees to choose to not separate lease and non-lease components by class of underlying asset and are applying this expedient to all relevant asset classes.

In accordance with ASC 842, the Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of the existing contract are modified. The leases are then classified as operating or finance leases based on various criteria. The Company recognizes a right-of-use (ROU) asset and lease liability (operating and/or finance) at the commencement date of the lease based on the estimated present value of fixed lease payments over the lease terms. When determining the lease term, the Company includes options to extend or terminate the lease when it is reasonably certain that it will exercise that option. The Company determines its lease payments based on contractual payments, predetermined rent escalations, rent-free periods and other incentives such as tenant improvement allowances. Variable operating lease expenses, including taxes, CAM charges and adjustments to consumer price indices are recorded in the period such amounts are determined. The Company discounts the reasonably certain lease payments using the implicit rate noted within the contract. If not readily available, the Company uses the risk-free interest rate in effect on the date of the leases' inception for the same term as the associated lease.

A ROU asset and lease liability is not recognized for leases with an initial term of 12 months or less and the Company recognizes lease expense for these leases on a straight-line basis over the lease term.

Written terms and conditions are used to account for arrangements between entities under common control without having to determine if those terms and conditions are legally enforceable.

Under ASC 842, operating and finance lease ROU assets are amortized over the contractual lease term, with the classification affecting the pattern of expense recognition in the accompanying statements of income.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases – Lessee (Continued): After commencement of an operating lease, the operating lease cost is recognized as rent expense on a straight-line basis over the term of the lease. The cost of a finance lease ROU asset is amortized on a straight-line basis and is recognized as amortization expense in the accompanying statements of income. The related finance lease obligation accrues interest at the stated or imputed interest rate and is paid off over the contractual term of the lease. The Company does not have any finance leases that require recognition of ROU assets and lease liabilities as of September 30, 2025 and 2024.

Deferred Revenue: Deferred revenue represents payments received from franchisees prior to the satisfaction of the corresponding performance obligations. Revenue is recognized as the performance obligations are satisfied based on the contract with the franchisee.

Revenue Recognition: The Company recognizes revenue in accordance with FASB ASC 606, *Revenue from Contracts with Customers*. Revenues are recognized when control of the promised goods or services is transferred to customers in an amount that reflects the consideration expected to be received in exchange for those goods or services. Control transfers, generally, when services are provided or product is shipped to customers because the customer has legal title, a present obligation to pay, and risks and rewards of ownership. The amount of consideration expected to be received, and revenue expected to be recognized varies based on discounts offered to customers.

Franchise Fees: The Company sells individual franchises that grant the right to own and operate businesses, providing certain goods and services authorized and approved by the Company in designated areas. The franchise agreements require the franchisee to pay initial nonrefundable franchise fees prior to opening the respective business. The initial term of franchise agreements is typically 10 years, with options for renewal.

The Company considers the pre-opening services in its franchise contracts to be distinct from the franchise license and has elected to recognize the pre-opening services as a single performance obligation based on the stand-alone selling prices of each performance obligation. The pre-opening services are recognized at the completion of the pre-opening services, which is when the franchisee has the ability to benefit from these services. The franchise license is recognized as revenue on a straight-line basis over the 10-year term of the respective franchise agreement, beginning subsequent to the completion of the pre-opening services. Renewals require additional fees to be paid at a stand-alone value for the renewal period; accordingly, renewal terms are not estimated for purposes of amortizing the initial franchise fees, and renewal fees are amortized over the related renewal term. Transfers between franchisees require additional fees to be paid at a stand-alone value and are paid by the transferor and recognized in full upon transfer of the franchise. Amounts included in deferred revenue, representing the unrecognized portion of the initial franchise fees, and renewal fees, were $242,724 and $245,271 at September 30, 2025 and 2024, respectively.

Franchise Royalty Fees: The Company earns and recognizes royalty fees as the franchisees sell advertising space on their respective advertising maps.

Production and Proof Fees: Production and proof fees primarily relate to advertising map updates requested by franchisees and other marketing organizations and earned by the Company upon the approval of the advertising map.

NOTE – B: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Digital Publication Fees: Digital publication fees are annual fees related to web-based services provided to the franchisee, including the use of advertising software and the availability of the franchisee's interactive advertising maps on the Company's website. The Company earns these fees over the 12-month period coinciding with the franchisee's anniversary. During the year ended September 30, 2024, the software earning the digital publication fees was spun off from the Company and into its own separate commonly owned entity. As such, there are no new digital publication contracts entered into during the year ended September 30, 2025. Digital publication fees included in deferred revenue totaled $50,212 at September 30, 2024.

Advertising Costs: The Company conducts non-direct response advertising. These costs are expensed as incurred. Advertising costs for the years ended September 30, 2025 and 2024 totaled $84,267 and $39,154, respectively, and are included in promotional and travel expense on the accompanying statements of income.

Income Taxes: The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under this provision, the Company does not pay federal corporate income taxes on its taxable income. Instead, the taxable income of the Company passes through to the stockholder for federal and applicable state income tax purposes; therefore, no federal or state tax liability is recorded in the financial statements. The income tax provision for the years ended September 30, 2025 and 2024 represents the minimum income tax due to the state of Vermont. No deferred income taxes are recognized for the years ended September 30, 2025 and 2024.

The *Income Taxes Topic* of the FASB ASC prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. If it is probable that an uncertain tax position will result in a material liability and the amount of the liability can be estimated, then the estimated liability is accrued. If the Company were to incur any income tax liability in the future, interest on any income tax liability would be reported as interest expense, and penalties on any income tax would be reported as income taxes.

The federal and state income tax returns of the Company for 2024, 2023 and 2022 are subject to examination, generally for three years after they are filed.

Fair Value of Financial Instruments: The *Fair Value Measurements and Disclosures Topic* of the FASB ASC defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. The Company's financial instruments are cash and cash equivalents, accounts receivable, due from affiliate, federal corporate income tax deposit, accounts payable and accrued expenses and the operating leases liability. The recorded values of cash and cash equivalents, accounts receivable, due from affiliate, federal corporate income tax deposit and accounts payable and accrued expenses approximate their fair values due to the short-term nature of the instrument. The recorded value of the operating leases liability approximates fair value, because interest on the outstanding balance accrues at a market rate.

Use of Estimates: Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and reported revenues and expenses. Accordingly, actual results could differ from those estimates.

Reclassifications: Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on previously reported results of operations or equity.

Adoption of New Accounting Standards: In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments (ASC 326).* The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. The Company adopted the new standard effective October 1, 2023, using the modified retrospective method. Implementation of ASC 326 has no material effects on the Company's financial statements for the years ended September 30, 2025 and 2024.

NOTE – C: INVESTMENTS

The Company's investments consist of certificates of deposit plus any accrued interest thereon. The certificates of deposit outstanding as of September 30, 2025 are set to mature at various dates within one year. The balance of certificates of deposit totaled $300,000 and $400,000 as of September 30, 2025 and 2024, respectively.

NOTE – D: PROPERTY AND EQUIPMENT

Major classifications of property and equipment consist of the following at September 30:

	2025	2024
Furniture and fixtures	$ 19,447	$ 19,447
Equipment	36,616	33,714
Leasehold improvements	46,812	46,812
	102,875	99,973
Less: accumulated depreciation	(61,368)	(57,715)
Property and equipment, net	$ 41,507	$ 42,258

Depreciation expense totaled $3,653 and $4,666 for the years ended September 30, 2025 and 2024, respectively.

NOTE – E: INTANGIBLE ASSETS

Intangible assets consist of the following at September 30:

	2025	2024
Acquired franchise agreements	$ 70,418	$ 70,418
Acquired trademarks	6,834	6,834
Website and application development costs	99,813	99,813
	177,065	177,065
Less: accumulated amortization	(158,821)	(141,358)
Intangible assets, net	$ 18,244	$ 35,707

Amortization expense totaled $17,463 and $27,688 for the years ended September 30, 2025 and 2024, respectively.

The remaining aggregate amortization expense is:

For the years ending September 30:	Amount
2026	$ 7,724
2027	7,585
2028	2,935
Total	$ 18,244

NOTE – F: LINE OF CREDIT

The Company has a line of credit agreement with a bank in the amount of $125,000 that expires on February 10, 2027. The interest rate on the line of credit is the greater of 4% or the Wall Street Journal Prime Rate plus 0.75%. The line of credit is secured by substantially all assets of the Company and personally guaranteed by the stockholder and another company of which the stockholder is a member. There was no outstanding balance on the line of credit at September 30, 2025 and 2024.

NOTE – G: CONTINGENT LIABILITY

On March 7, 2018, the Company acquired substantially all assets related to the operations of a specific territory (Shoreline territory) from Lighthouse Maps, LLC. As part of this acquisition, the Company is required to pay up to $50,000 for new franchises sold in Connecticut, as defined. The present value of expected future payments was estimated and recorded in other liabilities on the acquisition date and adjusted annually.

At September 30, 2025 and 2024, the estimated obligation totaled $8,693, and any related franchise sales are anticipated to occur beyond one year.

NOTE – H: LEASES

The Company's operating leases are for its office facilities and a vehicle. The office facilities lease is with a commonly owned entity, see additional details in Note K.

NOTE – H: LEASES (Continued)

The original term of the office facilities lease was for 5 years, ending on October 30, 2026. The vehicle lease carries a term of 3 years ending on March 23, 2027. Payments due in accordance with the vehicle lease are secured by the related vehicle. The Company did not enter into any new leases during the year ended September 30, 2025.

Total lease costs for the years ended September 30, 2025 and 2024 are as follows:

	2025	2024
Operating lease cost	$ 41,367	$ 41,367
Variable lease cost	727	96
Total lease and rental expense	$ 42,094	$ 41,463

For the years ended September 30, 2025 and 2024, the weighted average remaining lease term was 1.2 and 2.2 years, respectively. The weighted average discount rates that were used to measure the Company's operating leases liability were 4.31% and 4.29%, respectively.

The following is a maturity analysis of the annual undiscounted cash flows of the operating leases liability as of September 30, 2025:

Year Ending	Amount
2026	$ 39,652
2027	7,576
Total lease payments	47,228
Less: imputed interest	1,314
Total operating leases liability	45,914
Less: current portion operating leases liability	38,417
Long-term operating leases liability	$ 7,497

NOTE – I: EMPLOYEE BENEFITS PLAN

The Company has adopted a Savings Incentive Match Plan for Employees Individual Retirement Account, which is required to use a plan year ending on December 31. Eligible employees are those expected to receive at least $5,000 in compensation for the plan year. Eligible employees may contribute, via salary reductions, up to established IRS annual limits.

The Company matches each employee's contribution up to 3% of compensation. With prior notice to participants, the Company can reduce its match obligation to as low as 1% of compensation in two out of any five years. Employer contributions were $10,264 and $10,986 for the years ended September 30, 2025 and 2024, respectively.

NOTE – J: INCOME TAXES

For the years ended September 30, 2025 and 2024, management has evaluated its tax positions in accordance with FASB ASC 740-10, *Accounting for Uncertain Tax Positions*. The Company's management does not believe they have taken uncertain tax positions; therefore, a liability for income taxes associated with uncertain tax positions has not been recognized. Additionally, the Company did not recognize interest or penalties resulting from tax liabilities associated with recognizing uncertain tax positions for the years ended September 30, 2025 and 2024.

NOTE – K: RELATED PARTY TRANSACTIONS

Lease Agreements: The Company leases office space from Berkley Holdings, LLC, an entity for which the Company's stockholder is a partial owner. Related party rent expense was $29,400 for each of the years ended September 30, 2025 and 2024.

Franchisees: The Company provided map production services and collected royalties, initial franchise fees, and digital publication fees from franchises that are owned by related parties. There were 4 related party franchises during each of the years ended September 30, 2025 and 2024. The Company earned revenue from these related parties totaling $23,462 and $21,042 for the years ended September 30, 2025 and 2024, respectively.

Affiliated Entity: During the year ended September 30, 2024, the Company's stockholder created a commonly owned entity. The entity was established to hold and continue development of certain software offerings that were created and utilized by the Company. Primarily, this is the software for which the Company was charging digital publication fees, as described in Note B.

The Company has paid management fees for its use of the digital publication software, totaling $80,212 and $30,000 during the years ended September 30, 2025 and 2024, respectively. Additionally, the Company provides the affiliated entity with working capital which is provided in the form of cash and payment for certain expenses that were incurred by the affiliate and paid for by the Company. These cash advances and expenses have been recorded as amounts due from affiliate, the outstanding balance due from the affiliate totaled $59,883 and $66,511 as of September 30, 2025 and 2024, respectively. Outstanding amounts do not carry repayment terms, are uncollateralized and do not accrue interest. Although the relationship with this entity is such that there is a financial interest in the Company, as described in Note B, management has elected the accounting alternative available under ASC 810, *Consolidations*. Accordingly, Company management has not evaluated the entity in accordance with variable interest entity subsections of FASB ASC 810, and the accounts of the entity are not consolidated in these financial statements.

NOTE – L: CONCENTRATIONS

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company currently invests excess funds in savings accounts and certificates of deposit. The Company has not experienced any losses in such accounts and management does not believe it is exposed to any significant risk related to its cash balances.

NOTE – L: CONCENTRATIONS (Continued)

The Company has a line-of-business concentration in the sale and support of the advertising map concept. It has geographic and economic concentrations in the eastern and western United States. The Company has franchisees operating in United States territories in 2025 and 2024; there were no significant international concentrations of revenues or accounts receivable.

NOTE – M: STATUS OF FRANCHISE MAPS

The status of franchise maps was as follows at September 30:

	2025	2024
Active maps (at least one publication)	110	114
Subscribed maps, not published	6	6
	116	120

NOTE – N: SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 24, 2025, which is the date the accompanying financial statements were available to be issued.

DISCOVERY MAP INTERNATIONAL, INC.

AUDITED FINANCIAL STATEMENTS

FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2024 AND 2023

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MASON + RICH
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Stockholder
Discovery Map International, Inc.
Waitsfield, Vermont

Opinion

We have audited the accompanying financial statements of Discovery Map International, Inc., which comprise the balance sheet as of September 30, 2024, and the related statements of income, stockholder's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Discovery Map International, Inc. as of September 30, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Discovery Map International, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Prior Period Financial Statements

The financial statements of Discovery Map International, Inc. as of September 30, 2023, were audited by other auditors whose report dated November 17, 2023 expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Discovery Map International, Inc. to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Discovery Map International, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Discovery Map International, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Respectfully submitted,

Mason + Rich, P.A.

MASON + RICH PROFESSIONAL ASSOCIATION
Certified Public Accountants
Vermont License #192.0134132
Concord, NH

November 15, 2024

DISCOVERY MAP INTERNATIONAL, INC.

BALANCE SHEETS

SEPTEMBER 30, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash and Cash Equivalents	$ 362,077	$ 317,928
Accounts Receivable - Trade	46,447	41,684
Due from Affiliate	66,511	-
Prepaid Expenses	3,750	-
Investments	410,384	555,155
Total Current Assets	889,169	914,767
PROPERTY AND EQUIPMENT		
Property and Equipment, Net	42,258	46,924
OTHER ASSETS		
Intangible Assets, Net	35,707	63,395
Operating Lease Right-of-Use Asset, Net	87,729	85,359
Federal Corporate Income Tax Deposit	25,047	7,649
Total Other Assets	148,483	156,403
TOTAL ASSETS	$ 1,079,910	$ 1,118,094

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES		
Accounts Payable and Accrued Expenses	$ 125,744	$ 92,746
Current Portion of Operating Lease Liabilities	36,815	26,524
Current Portion of Deferred Revenue	102,612	176,335
Total Current Liabilities	265,171	295,605
LONG-TERM LIABILITIES		
Operating Lease Liabilities, Net of Current Portion	45,914	58,835
Deferred Revenue, Net of Current Portion	192,871	245,676
Other Liabilities	8,693	8,693
Total Long-Term Liabilities	247,478	313,204
TOTAL LIABILITIES	512,649	608,809
STOCKHOLDER'S EQUITY		
Common Stock, No Par Value, 3,000 Shares Authorized;		
100 Shares Issued and Outstanding	100	100
Additional Paid-In Capital	551,345	551,345
Retained Earnings (Deficit)	15,816	(42,160)
TOTAL STOCKHOLDER'S EQUITY	567,261	509,285
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 1,079,910	$ 1,118,094

The Accompanying Notes are an Integral Part of These Financial Statements

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DISCOVERY MAP INTERNATIONAL, INC.

STATEMENTS OF INCOME

FOR THE YEARS ENDED SEPTEMBER 30, 2024 AND 2023

	2024	2023
REVENUE		
Initial Franchise Fees	$ 282,600	$ 57,275
Franchise Royalty Fees	590,627	596,617
Production and Proof Fees	181,895	196,211
Franchise Renewal and Transfer Fees	79,186	40,241
Digital Publication Fees	186,325	202,774
Total Revenues	1,320,633	1,093,118
OPERATING EXPENSES		
Compensation, Payroll Taxes, and Benefits	477,708	482,780
Commissions	20,540	10,735
Depreciation and Amortization	32,354	32,772
Map Production Fees and Supplies	74,160	62,188
Management Fees	30,000	-
Office and Technology	194,340	149,062
Professional Services	49,218	54,856
Promotional and Travel	63,469	83,596
Rent and Utilities	42,699	41,844
State Registration Fees	2,065	1,382
Other Operating Expenses	23,108	15,145
Total Operating Expenses	1,009,661	934,360
INCOME FROM OPERATIONS	310,972	158,758
OTHER INCOME (EXPENSES)		
Interest Income	31,669	19,790
Loan Forgiveness	-	30,296
Miscellaneous Income	4,644	3,321
Total Other Income (Expenses)	36,313	53,407
INCOME BEFORE PROVISION FOR INCOME TAXES	347,285	212,165
PROVISION FOR INCOME TAXES		
Provision for State Income Taxes	250	250
Total Provision for Income Taxes	250	250
NET INCOME	$ 347,035	$ 211,915

The Accompanying Notes are an Integral Part of These Financial Statements

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DISCOVERY MAP INTERNATIONAL, INC.
STATEMENTS OF STOCKHOLDER'S EQUITY
FOR THE YEARS ENDED SEPTEMBER 30, 2024 AND 2023

	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Total
Balance, September 30, 2022	$ 100	$ 551,345	$ (132,523)	$ 418,922
Net Income	-	-	211,915	211,915
Stockholder Distributions	-	-	(121,552)	(121,552)
Balance, September 30, 2023	100	551,345	(42,160)	509,285
Net Income	-	-	347,035	347,035
Stockholder Distributions	-	-	(289,059)	(289,059)
Balance, September 30, 2024	$ 100	$ 551,345	$ 15,816	$ 567,261

The Accompanying Notes are an Integral Part of These Financial Statements

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DISCOVERY MAP INTERNATIONAL, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$ 347,035	$ 211,915
Adjustments to Reconcile Net Income to Net Cash Provided by (Used in) Operating Activities:		
Depreciation and Amortization	32,354	32,772
Amortization of Right-of-Use Assets - Operating Leases	32,351	25,470
Loan Forgiveness	-	(30,296)
(Increase) Decrease in Operating Assets:		
Accounts Receivable - Trade	(4,763)	43,018
Prepaid Expenses	(3,750)	-
Employee Retention Credit Receivable	-	80,512
Federal Income Tax Deposit	(17,398)	-
Increase (Decrease) in Operating Liabilities:		
Accounts Payable and Accrued Expenses	32,998	(15,158)
Operating Lease Liability	(37,351)	(25,470)
Deferred Revenue	(126,528)	70,150
Total Adjustments	(92,087)	180,998
Net Cash Provided by (Used in) Operating Activities	254,948	392,913
CASH FLOWS FROM INVESTING ACTIVITIES		
Due from Affiliate	(66,511)	-
Purchases of Investments	(1,614,241)	(805,155)
Proceeds From Sale of Investments	1,759,012	250,000
Purchases of Property and Equipment	-	(3,512)
Net Cash Provided by (Used in) Investing Activities	78,260	(558,667)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Long-Term Debt	-	30,296
Stockholder Distributions - Income Taxes	(289,059)	(121,552)
Net Cash Provided by (Used in) Financing Activities	(289,059)	(91,256)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	44,149	(257,010)
Cash and Cash Equivalents, Beginning of Year	317,928	574,938
Cash and Cash Equivalents, End of Year	$ 362,077	$ 317,928

(Continued on next page)

The Accompanying Notes are an Integral Part of These Financial Statements

DISCOVERY MAP INTERNATIONAL, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED SEPTEMBER 30, 2024 AND 2023

	2024	2023
Supplemental Disclosure of Cash Flow Information		
Cash Paid During the Year For:		
Income Taxes	$ 250	$ 250
Noncash Investing and Financing Activities		
Operating Lease Right-of-Use Asset Acquired by the assumption of Lease Liabilities		
Assets Acquired by Assumption of Lease Liabilities	$ 34,721	$ -
Lease Liabilities Assumed to Acquire Assets	(28,721)	-
	$ 6,000	$ -

The Accompanying Notes are an Integral Part of These Financial Statements

A | NATURE OF OPERATIONS

Discovery Map International, Inc. (the "Company") is a Vermont corporation that was formed in October 2005. The Company licenses, sells, and supports franchises for the design, production, and promotion of advertising maps in cities and towns principally in the United States, Puerto Rico, and Canada. The Company also designs and produces maps commissioned by destination marketing organizations.

B | SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of the Company is presented to assist in the understanding of these financial statements. The financial statements and notes are the representations of the Company's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles (GAAP) in the United States of America and have been consistently applied in the preparation of the financial statements.

Basis of Accounting
The Company uses the accrual basis of accounting in its financial statements. Under this basis, revenue is recognized when earned rather than when payment is received, and expenses and purchases of assets are recognized when the obligation is incurred rather than when the cash is disbursed.

Variable Interest Entities
The Company has elected the accounting alternative offered to private companies under Financial Accounting Standards Board (FASB), Accounting Standards Update (ASU) 2018-17, Targeted Improvements to Related Party Guidance for Variable Interest Entities, which applies to private companies with entities under common control. In accordance with this alternative, the Company does not evaluate entities under the requirements in the variable interest entity subsections of FASB Accounting Standards Codification (ASC) 810, *Consolidations*.

Cash and Cash Equivalents
For purposes of the statements of cash flows, cash and cash equivalents includes cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. The Company had no cash equivalents at September 30, 2024 and 2023.

Investments
Investments consist of certificates of deposit with maturities ranging from one to 12 months, which are recorded at amortized cost.

Property and Equipment
The Company's property and equipment policy is to capitalize individual purchases, renewals and betterments in excess of $2,500. Maintenance, repairs and minor renewals are charged to expense as incurred. Periodically, management evaluates property and equipment for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the statements of activities. These items are depreciated using the straight-line method over their estimated useful lives as follows:

(Continued on next page)

Furniture and Fixtures	5 - 10 years
Equipment	3 - 10 years
Leasehold Improvements	7 - 40 years

Intangible Assets
The acquired franchise agreements acquired trademarks, website, and website and application development costs are amortized on a straight-line basis over periods ranging from 5 to 10 years.

Revenue Recognition
The Company recognizes revenue in accordance with FASB ASC 606, *Revenue from Contracts with Customers*. Revenues are recognized when control of the promised goods or services is transferred to customers in an amount that reflects the consideration expected to be received in exchange for those goods or services. Control transfers, generally, when services are provided or product is shipped to customers because the customer has legal title, a present obligation to pay, and risks and rewards of ownership. The amount of consideration expected to be received and revenue expected to be recognized varies based on discounts offered to customers.

Franchise Fees
The Company sells individual franchises that grant the right to own and operate businesses providing certain goods and services authorized and approved by the Company in designed areas. The franchise agreements require the franchisee to pay initial nonrefundable franchise fees prior to opening the respective business. The initial term of franchise agreements is typically 10 years, with options for renewal.

The Company considers the pre-opening services in its franchise contracts to be distinct from the franchise license and has elected to recognize the pre-opening services as a single performance obligation based on the stand-alone selling prices of each performance obligation. The pre-opening services are recognized at the completion of the pre-opening services, which is when the franchisee has the ability to benefit from these services. The franchise license is recognized as revenue on a straight-line basis over the 10-year term of the respective franchise agreement, beginning subsequent to the completion of the pre-opening services. Renewals require additional fees to be paid at a stand-alone value for the renewal period; accordingly, renewal terms are not estimated for purposes of amortizing the initial franchise fees, and renewal fees are amortized over the related renewal term. Transfers between franchisees require additional fees to be paid at a stand-alone value and are paid by the transferor and recognized in full upon transfer of the franchise. Amounts included in deferred revenue, representing the unrecognized portion of the initial franchise fees, and renewal fees, were $245,271 and $334,597 at September 30, 2024 and 2023, respectively.

Franchise Royalty Fees
The Company earns and recognizes royalty fees as the franchisees sell advertising space on their respective advertising maps.

Production and Proof Fees
Production and proof fees primarily relate to advertising map updates requested by franchisees and other marketing organizations and earned by the Company upon the approval of the advertising map.

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Digital Publication Fees
Digital publication fees are annual fees related to web-based services provided to the franchisee, including the use of advertising software and the availability of the franchisee's interactive advertising maps on the Company's website. The Company earns these fees over the 12-month period coinciding with the franchisee's anniversary. Amounts included in deferred revenue were $50,212 and $87,414 at September 30, 2024 and 2023, respectively.

Contract Assets and Liabilities
Accounts Receivable
Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management estimates the allowance for expected credit losses under FASB ASC 326, *Financial Instruments – Credit Losses,* using relevant information from internal and external sources, historical experience, the age of the accounts receivable balance, current economic conditions, and reasonable and supportable forecasts. When management determines a trade account receivable is uncollectible, the receivable is charged to the allowance. Management has provided an allowance for uncollectible accounts of $3,000 at September 30, 2024 and 2023.

Deferred Revenue
Deferred revenue represents payments received from franchisees prior to the satisfaction of the corresponding performance obligations. Revenue is recognized as the performance obligations are satisfied based on the contract with the franchisee.

Leases - Lessee
The Company recognizes and measures its leases in accordance with FASB ASC 842, *Leases*. In accordance with ASC 842, the Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of the existing contract are modified. The leases are then classified as operating or finance leases based on various criteria. Under ASC 842, the Company recognizes a right-of-use (ROU) asset and lease liability (operating and/or finance) at the commencement date of the lease based on the estimated present value of fixed lease payments over the lease terms. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease.

Under ASC 842, operating and finance lease ROU assets are amortized over the contractual lease term, with the classification affecting the pattern of expense recognition in the accompanying statements of income. After commencement of an operating lease, the operating lease cost is recognized on a straight-line basis over the term of the lease. The operating lease costs include both amortization of the right-of-use asset and interest on the outstanding operating lease liability. The operating lease liability is amortized using the effective interest method. The remaining cost of a finance lease ROU asset is amortized on a straight line basis, and is recognized as amortization expense in the accompanying statements of income. The related finance lease obligation accrues interest at the stated or imputed interest rate, and is paid off over the contractual term of the lease. The Company does not have any finance leases that require recognition of ROU assets and lease liabilities at September 30 2024 and 2023.

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The Company has elected the following practical expedients under ASC 842: (i) the Company elects to apply the risk-free discount rate for leases in which there is no implicit discount rate; (ii) the Company has elected not to recognize ROU assets and lease liabilities that arise from leases with initial terms of 12 months or less where there are no options to purchase the underlying asset that is reasonably certain to be exercised, under this expedient, leases are recognized on a straight-line basis over the lease term as Short-Term Lease expense on the statement of income; (iii) the Company elects, by asset class, to combine lease and associated nonlease components as a single lease component and to account for it as a lease, under this expedient, the Company does not allocate contract consideration to the lease and nonlease components; and (iv) to use the written terms and conditions to account for the arrangement between entities under common control without having to determine if those terms and conditions are legally enforceable.

Advertising
The Company conducts non-direct response advertising. These costs are expensed as incurred. Advertising costs for the years ended September 30, 2024 and 2023 were $38,912 and $49,659 respectively.

Income Taxes
Effective October 18, 2005, the Company elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company does not pay federal corporate income taxes on its taxable income. Instead, the income taxes on net income are payable personally by the Company's stockholder. As a result, no provision or liability for federal or state income taxes have been included in the financial statements.

Management evaluates its tax positions in accordance with FASB ASC 740-10, *Accounting for Uncertain Tax Positions*, which prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and also provides guidance on various related matters such as de-recognition, interest, penalties, and disclosures required. The Company's policy is to recognize interest and penalties related to unrecognized tax benefits as tax expense.

Use of Estimates
The preparation of financial statements and related disclosures in conformity with GAAP requires management to make estimates and assumptions that affect certain amounts reported in the financial statements and accompanying notes. Accordingly, actual results experienced by the Company may differ from management's estimates.

C | ADOPTION OF NEW ACCOUNTING STANDARD

Credit Losses
In June 2016 the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which provided new guidance on the measurement of current expected credit losses on financial instruments. The new standard has replaced the incurred loss methodology of recognizing credit losses on financial instruments with a methodology that estimates the expected credit loss on financial instruments and reflects the net amount expected to be collected on the financial instrument.

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ASU 2016-13 requires certain financial assets to be measured at amortized cost net of an allowance for estimated credit losses, such that the net receivable represents the present value of expected cash collection. The new guidance also requires that certain financial assets be measured at amortized cost reflecting an allowance for estimated credit losses that are expected to occur over the life of the assets. This estimate must be based on all relevant information, such as historical information, current conditions, and reasonable and supportable forecasts that could impact the collectability of the amounts. The Company adopted the new standard effective October 1, 2023, using the modified retrospective method.

Management has assessed the impact of ASC 326 and has determined that it would have no material impact on beginning of year retained earnings as a result of implementing the new guidance. As a result, there are no material effects on the Company's financial statements for the year ended September 30, 2024.

D | CERTIFICATES OF DEPOSIT

The Company has invested cash in certificates of deposit which are classified as current assets. Certificates of deposit were purchased with original maturities greater than three months and are set to mature at various dates within one year. The amount of certificates of deposit was $400,000 and $550,000 for the years ended September 30, 2024 and 2023, respectively.

The Company's only investment income relates to interest earned on certificates of deposits. Interest income from the certificates of deposit is combined with interest earned on the Company's other savings and money market accounts. Total interest income was $31,669 and $19,790 for the years ended September 30, 2024 and 2023, respectively.

E | ACCOUNTS RECEIVABLE AND CONTRACT LIABILITIES

The Years Ended September 30,	Accounts Receivable	Deferred Revenue
2024	$ 46,447	$ 295,483
2023	41,684	422,011
Change	$ 4,763	$ (126,528)
2023	$ 41,684	$ 422,011
2022	84,702	351,861
Change	$ (43,018)	$ 70,150

Accounts receivable increased by $4,763 and decreased by $43,018 during the years ended September 30, 2024 and 2023, respectively, due to timing. Deferred revenue decreased by $126,528 and increased by $70,150 during the years ended September 30, 2024 and 2023, respectively, due to timing.

(Continued on next page)

F | PROPERTY, EQUIPMENT, AND RIGHT-OF-USE ASSETS

Property and equipment consists of the following at September 30:

	2024	2023
Furniture and Fixtures	$ 19,447	$ 19,447
Equipment	33,714	33,714
Leasehold Improvements	46,812	46,812
Total Property and Equipment	99,973	99,973
Less Accumulated Depreciation and Amortization	(57,715)	(53,049)
Property and Equipment, Net	$ 42,258	$ 46,924

Depreciation expense for the years ended September 30, 2024 and 2023 was $4,666 and $5,137, respectively.

Right-of-Use Assets – Operating Leases
The Company leases office space under operating lease agreements with a related party described in Note N. The Company also leases a vehicle under an operating lease agreement from an unrelated party. The assets and liabilities under these operating leases are recorded at the present value of the minimum lease payments and is being amortized over the remaining lease terms and the extensions.

At September 30, ROU asset for operating leases consists of the following:

	2024	2023
Office Space	$ 133,161	$ 133,161
Vehicle	34,721	-
Less Accumulated Amortization	(80,153)	(47,802)
Total Right-of-Use Assets – Operating Leases, Net	$ 87,729	$ 85,539

Amortization of right-of-use assets for operating leases was $32,351 and $25,470 for the years ended September 30, 2024 and 2023 respectively.

Short-Term Leases
The Company leased another vehicle, which was previously not reported under the guidance of ASC 842 because there was a limited term remaining at the time of implementation. This lease ended in April 2024, and was reported as a short-term lease.

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The components of lease expenses for the years ended September 30 are as follows:

	2024	2023
Operating Leases	$ 35,526	$ 29,400
Short-Term Leases	2,357	7,432
Total Lease Expense	$ 37,883	$ 36,832

G | INTANGIBLE ASSETS

At September 30, 2024 intangible assets consist of the following:

	Gross Amount	Accumulated Amortization	Net Amount
Acquired Franchise Agreements	$ 70,418	$ 46,359	$ 24,059
Acquired Trademarks	6,834	4,925	1,909
Website and Application Development Costs	99,813	90,074	9,739
Total	$ 177,065	$ 141,358	$ 35,707

At September 30, 2023 intangible assets consist of the following:

	Gross Amount	Accumulated Amortization	Net Amount
Acquired Franchise Agreements	$ 70,418	$ 39,317	$ 31,101
Acquired Trademarks	6,834	4,241	2,593
Website and Application Development Costs	99,813	70,112	29,701
Total	$ 177,065	$ 113,670	$ 63,395

Amortization expense was $27,688 and $27,635 for the years ended September 30, 2024 and 2023, respectively.

The remaining estimated aggregate amortization expense is:

For the Years Ending September 30	Amount
2025	$ 17,464
2026	7,725
2027	7,411
2028	3,107
Total	$ 35,707

(Continued on next page)

H | LEASING ARRANGEMENTS

The Company's operating leases consists of the following at September 30:

	2024	2023
Operating lease liability due to landlord for office space, payable in monthly installments of $2,450, with an imputed interest rate of 4.10%. The final payment is due on October 1, 2026.	$ 58,611	$ 85,359
Operating lease due to a leasing company for the use of a vehicle. Payable in monthly installments of $854 at an imputed interest rate of 4.76%. The final payment is due on March 23, 2027.	24,118	-
Total Operating Lease Liabilities	82,729	85,359
Less Current Portion of Operating Lease Liabilities	(36,815)	(26,524)
Operating Lease Liabilities, Net of Current Portion	$ 45,914	$ 58,835

Future minimum operating lease payments are as follows:

For the Years Ending September 30,	Amounts
2025	$ 39,652
2026	39,652
2027	7,575
Total Future Minimum Operating Lease Payments	86,879
Amount Representing Interest	(4,150)
Present Value of Net Minimum Operating Lease Payments	82,729
Current Portion of the Present Value of Net Minimum Operating Lease Payments	(36,815)
Operating Lease Liabilities, Net of Current Portion	$ 45,914

The following summarizes the weighted average of remaining lease terms and discount rates as of September 30:

	2024	2023
Weighted Average Remaining Lease Term		
Operating leases	2.2 years	3.1 years
Weighted Average Discount Rate		
Operating leases	4.29%	4.10%

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I | LINE OF CREDIT

The Company has a line of credit agreement with a bank in the amount of $125,000 that is due on February 10, 2025. The interest rate on the line of credit is the greater of 4% or the Wall Street Journal Prime Rate plus 0.75%. The line of credit is secured by substantially all assets of the Company and personally guaranteed by the stockholder and another company of which the stockholder is a member. There was no outstanding balance on the line of credit at September 30, 2024 and 2023.

J | CONTINGENT LIABILITY

On March 7, 2018, the Company acquired substantially all assets related to the operations of a specific territory (Shoreline territory) from Lighthouse Maps, LLC. As part of this acquisition, the Company is required to pay up to $50,000 for new franchises sold in Connecticut, as defined. The present value of expected future payments was estimated and recorded in other liabilities on the acquisition date and adjusted annually.

At September 30, 2024 and 2023, the estimated obligation totaled $8,693, and the related franchise sale is anticipated to occur beyond one year.

K | LOAN FORGIVENESS

During 2023, the Company obtained an unsecured note payable from the Vermont Economic Development Authority (VEDA) in the amount of $30,296, guaranteed by a related party, in connection with the Vermont Short-Term Forgiveness Loan Program established under the American Rescue Plan Act to support businesses experiencing continued working capital shortfalls as a result of COVID-19, which was accounted for as long-term debt. In April 2023, the Company received confirmation that the entire amount of the VEDA loan was forgiven, and this amount was recognized as other income in 2023.

L | INCOME TAXES

Uncertain Tax Positions

For the years ended September 30, 2024 and 2023, management has evaluated its tax positions in accordance with FASB ASC 740-10, *Accounting for Uncertain Tax Positions*. The Company's management does not believe they have taken uncertain tax positions; therefore, a liability for income taxes associated with uncertain tax positions has not been recognized. Additionally, the Company did not recognize interest or penalties resulting from tax liabilities associated with recognizing uncertain tax positions for the years ended September 30, 2024 and 2023.

In the normal course of business, the Company is subject to examination by taxing authorities. With few exceptions, the Company is no longer subject to federal or state income tax examinations for the years before 2020.

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M | PENSION PLAN

The Company has adopted a Savings Incentive Match Plan for Employees Individual Retirement Account, which is required to use a plan year ending on December 31. Eligible employees are those expected to receive at least $5,000 in compensation for the plan year. Eligible employees may contribute, via salary reductions, up to established IRS annual limits.

The Company matches each employee's contribution up to 3% of compensation. With prior notice to participants, the Company can reduce its match obligation to as low as 1% of compensation in two out of any five years. Employer contributions were $10,986 and $10,965 for the years ended September 30, 2024 and 2023, respectively.

N | RELATED PARTY

Lease Agreements
The Company leases office space from Berkley Holdings, LLC, an entity for which the Company's stockholder is a partial owner. Related party rent expense was $29,400 for each of the years ended September 30, 2024 and 2023.

Franchisees
The Company provided map production services and collected royalties, initial franchise fees, and digital publication fees from franchises that are owned by related parties. There were 4 related party franchises during the year ended September 30, 2024 and 5 related party franchises during the year ended September 30, 2023. The Company earned revenue from these related parties totaling $21,042 and $39,265 for the years ended September 30, 2024 and 2023, respectively.

Affiliated Entity
During the year ended September 30, 2024, the Company's stockholder created a commonly owned entity. The entity was established to hold and continue development of certain software offerings that were created and utilized by the Company. Primarily, this is the software for which the Company was charging digital publication fees, as described in Note B.

The Company has paid management fees for its use of the digital publication software, totaling $30,000 during the year ended September 30, 2024, no such payments were made in the year ended September 30, 2023. Additionally, during the development stage of the affiliated entity, certain expenses were incurred and paid for by the Company. These expenses, which have been recorded as amounts due from affiliate, total $66,511 as of September 30, 2024, there were no amounts due from the affiliate as of September 30, 2023. Although the relationship with this entity is such that there is a financial interest in the Company, as described in Note B, management has elected the accounting alternative available under ASC 810, *Consolidations*. Accordingly, Company management has not evaluated the entity in accordance with variable interest entity subsections of FASB ASC 810, and the accounts of the entity are not consolidated in these financial statements.

(Continued on next page)

O | CONCENTRATIONS

Cash
The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company currently invests excess funds in savings accounts and certificates of deposit. The Company has not experienced any losses in such accounts and management does not believe it is exposed to any significant risk related to its cash balances.

The Company has a line-of-business concentration in the sale and support of the advertising map concept. It has geographic and economic concentrations in the eastern and western United States. The Company has a franchise operating outside the United States in 2024 and 2023; however, there were no significant international concentrations of revenues or accounts receivable.

P | STATUS OF FRANCHISE MAPS

The status of franchise maps was as follows at September 30:

	2024	2023
Active Maps (at least one publication)	114	101
Subscribed maps, not published	6	18
Total Maps	120	119

Q | SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 15, 2024, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. The Company did not identify any subsequent events that would require disclosure in the financial statements.

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EXHIBIT C

DISCOVERY MAP INTERNATIONAL, INC.
5197 Main Street, Suite 8
P.O. Box 726
Waitsfield, Vermont 05673

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT
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This FRANCHISE AGREEMENT (the "Franchise Agreement" or "Agreement") is made at Waitsfield, Vermont, this day, _____, by and between DISCOVERY MAP INTERNATIONAL, INC., (hereinafter referred to as "DISCOVERY MAP INTERNATIONAL, INC." or "Franchisor"), a Vermont corporation and _____ (hereinafter referred to as "Franchisee") and if Franchisee is a partnership, corporation or limited liability company, also with each of its partners, shareholders, or members.

W I T N E S S E T H:

THAT WHEREAS, DISCOVERY MAP INTERNATIONAL, INC., is engaged in the operation and development of franchised businesses which provide an alternative advertising medium in the form of illustrated tourist and visitor information maps and digital embodiments thereof and extensions thereto under the trade name "**DISCOVERY MAP®**" (except in the State of Washington, in which DISCOVERY MAP provides such maps under the trade name **DESTINATION MAP®**) and is currently marketing and selling franchises under that name; and,

WHEREAS, as a result of the expenditure of time, effort and money, DISCOVERY MAP INTERNATIONAL, INC., has acquired unique experience, special skills, techniques and knowledge, and has developed valuable trade secrets regarding the operation of "DISCOVERY MAP®" businesses and the unique business system associated with it; and,

WHEREAS, DISCOVERY MAP INTERNATIONAL, INC., through uniformity and high standards of quality and service, has established and maintained an excellent reputation and significant goodwill with the public with respect to the products and services available at "DISCOVERY MAP®" businesses; and,

WHEREAS, the reputation and goodwill that has been established and maintained by DISCOVERY MAP INTERNATIONAL, INC., have been and continue to be a major benefit to DISCOVERY MAP INTERNATIONAL, INC., and those associated therewith; and,

WHEREAS, DISCOVERY MAP INTERNATIONAL, INC., has created and developed a particular system for providing an alternative advertising medium in the form of tourist and visitor information maps and digital advertising and marketing tools and extensions thereto supported by advertising space purchased by restaurants, resorts, retail stores, local attractions and other tourist-based businesses in the community; which system includes standards, specifications, methods, procedures, techniques, management directives, identification schemes and proprietary marks and information in connection with its franchised businesses, and which system may be further developed by DISCOVERY MAP INTERNATIONAL, INC., (hereinafter the "DISCOVERY MAP®" SYSTEM); and,

WHEREAS, the "DISCOVERY MAP®" SYSTEM includes the name "DISCOVERY MAP®," other trademarks, service marks, trade names and trade symbols, signs, slogans, associated logos, designs, emblems, URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like ("e-marks") and copyrights (hereinafter referred to collectively as "Marks") as DISCOVERY MAP INTERNATIONAL, INC., has adopted and designated, or may hereafter acquire or develop and designate for use in connection with the DISCOVERY MAP® SYSTEM. Hereinafter, the SYSTEM used in connection with the Marks shall be referred to as the "Licensed Rights"); and,

WHEREAS, DISCOVERY MAP INTERNATIONAL, INC., is the owner of both the Licensed Rights, together with all the goodwill connected therewith; and,

WHEREAS, all of the foregoing have a distinctive and valuable significance to the public, and Franchisee recognizes the potential benefits to be derived from being associated with and licensed by DISCOVERY MAP INTERNATIONAL, INC., and from utilizing the "DISCOVERY MAP®" SYSTEM and the Licensed Rights that DISCOVERY MAP INTERNATIONAL, INC., makes available to its franchisees through franchise agreements; and,

WHEREAS, Franchisee desires to establish and operate a "DISCOVERY MAP®" franchised business at the location described herein and upon the terms and conditions set forth herein; and,

WHEREAS, the terms and conditions of this Agreement are reasonably necessary to maintain DISCOVERY MAP INTERNATIONAL, INC.'s uniform standards of quality and service and to protect the goodwill of the "DISCOVERY MAP®" SYSTEM and the Licensed Rights; and,

WHEREAS, the Territory called the Area of Exclusive Rights described in Addendum A to this Agreement hereof has been accepted by DISCOVERY MAP INTERNATIONAL, INC., as an Area of Exclusive Rights for a "DISCOVERY MAP®" franchised business;

NOW, THEREFORE, in consideration of the foregoing and of the covenants herein contained, the parties hereby agree as follows:

1. GRANT OF FRANCHISE

DISCOVERY MAP INTERNATIONAL, INC., hereby grants to Franchisee, and Franchisee accepts, a franchise to establish and operate for the following stated term and on the conditions hereinafter set forth, one "DISCOVERY MAP®" franchise (hereinafter "the Franchised Business"), and to use the trademarks, trade names, logo and emblems associated with and developed by DISCOVERY MAP INTERNATIONAL, INC., for the sale of advertising to businesses located or operating within the Franchisee's Area of Exclusive Rights, hereinafter ("Area"). The franchise is granted for the area set out in Addendum A to this Agreement, entitled Franchisee's Area, a copy of which will be attached hereto.

2. GRANT OF LICENSED RIGHTS

A. Subject to the terms and conditions of this Agreement, DISCOVERY MAP INTERNATIONAL, INC., hereby grants to Franchisee the right to use the "DISCOVERY MAP®" SYSTEM and the Licensed Rights, including the use of the "DISCOVERY MAP®" trademark, (and any other trademarks, trade names or service marks subsequently adopted by DISCOVERY MAP INTERNATIONAL, INC., to identify "DISCOVERY MAP®" franchised businesses) at the Franchised Business. Franchisee acknowledges DISCOVERY MAP INTERNATIONAL, INC.'s sole and exclusive right (except for certain rights granted under existing and future license agreements) to use the "DISCOVERY MAP®" trademarks in connection with the products, accessories and services to which they are or may be applied by DISCOVERY MAP INTERNATIONAL, INC., and represents, warrants and agrees that neither during the term of this Agreement nor after the expiration or other termination hereof, shall Franchisee directly or indirectly contest or aid in contesting the validity or ownership of the

"DISCOVERY MAP®" trademarks or Licensed Rights or take any action whatsoever in derogation of DISCOVERY MAP INTERNATIONAL, INC.'s rights therein.

B. Nothing contained in this Agreement shall be construed to vest in Franchisee any right, title or interest in or to the "DISCOVERY MAP®" Marks or Licensed Rights, the goodwill now or hereafter associated therewith, other than the rights and license expressly granted herein. Any and all goodwill associated with or identified by the "DISCOVERY MAP®" Marks and Licensed Rights shall inure directly and exclusively to the benefit of, and is the property of, DISCOVERY MAP INTERNATIONAL, INC.

C. No advertising or other use of the "DISCOVERY MAP®" Marks by Franchisee shall contain any statement or material which may, in the sole judgment of DISCOVERY MAP INTERNATIONAL, INC., be in bad taste or inconsistent with "DISCOVERY MAP®" public image, or which may bring disparagement, ridicule or scorn upon DISCOVERY MAP INTERNATIONAL, INC., or the "DISCOVERY MAP®" Marks or Licensed Rights, or the goodwill associated therewith. Franchisee shall not make any use of the "DISCOVERY MAP®" Marks or Licensed Rights or any advertising material that has been disapproved by DISCOVERY MAP INTERNATIONAL, INC., for the reasons set forth in this Section.

Franchisee shall adopt and use the "DISCOVERY MAP®" Marks and Licensed Rights only in the manner expressly approved by DISCOVERY MAP INTERNATIONAL, INC.

3. EXCLUSIVITY

A. Franchisee shall have the limited exclusive right to operate one "DISCOVERY MAP®" Franchised Business employing the "DISCOVERY MAP®" SYSTEM and the Licensed Rights in the area that will be identified in Addendum A to this Agreement, entitled Franchisee's "Area". The Area is based on a number of factors such as physical geography, population and business density. Please note that the completed drawn map may not encompass the entire Area due to physical limits of a 17" x 22" page. Should any portion of Franchisee's Area be left unrepresented by Franchisee's drawn map or sold advertisements for a period of more than two years, Franchisor shall have the right to reduce the Franchisee's Area to include only the area covering the drawn map and sold advertisements. DISCOVERY MAP INTERNATIONAL, INC., will not grant to others the right to operate a DISCOVERY MAP® franchised business within the Franchisee's Area. Franchisor specifically prohibits Franchisee from soliciting, advertising to sell, offering or selling advertising or other products or services under DISCOVERY MAP® trademarks outside of Franchisee's Area.

B. Franchisee is granted no rights to acquire additional franchised businesses.

C. Notwithstanding the provisions of the above Subsection, DISCOVERY MAP INTERNATIONAL, INC., specifically reserves the right, both within and outside the Franchisee's Area, to develop and use other channels of distribution the Internet , including specifically but without limitation, mobile applications, retail stores or other direct marketing or to, grant, license or use additional outlets for the sale of its trademarked services and merchandise, including wholesalers and other retailers, and to sell advertising and other products or services under DISCOVERY MAP® trademarks or to engage or license others to sell advertising or other products or services, except that it may not license another franchisee to operate a franchised DISCOVERY MAP® business within the Franchisee's Area.

D. NATIONAL ACCOUNTS: Notwithstanding the provisions of the above Subsection 3A, DISCOVERY MAP INTERNATIONAL, INC., retains the exclusive right to approach and solicit clients, customers or locations within and to sell advertising and other products and services within Franchisee's Area regardless of whether Franchisee currently provides services to them, and to include their advertising in Franchisee's maps, in order to develop regional or national accounts. Franchisee may receive compensation as a result of regional or national account advertising, but rates for any such compensation have not yet been determined. A regional or national account is a customer or group of customers that operate under common ownership or control, under the same trademarks or service marks through independent franchisees, independent dealerships, or some other association, that DISCOVERY MAP INTERNATIONAL, INC., has arranged or may in the future arrange as a "DISCOVERY MAP®" advertiser.

DISCOVERY MAP INTERNATIONAL, INC., reserves the right to:

(1) Define the regional and national accounts program more fully in writing or in the "DISCOVERY MAP®" Operations Manual ("Operations Manual");

(2) Define in writing or in the Operations Manual, the price, terms and conditions at which national accounts will be sold;

(3) Allocate any business related to the establishment of national accounts among the "DISCOVERY MAP®" System businesses as DISCOVERY MAP INTERNATIONAL, INC., in its reasonable business judgment will determine; and

(4) Require that Franchisee participate in and abide by the contract terms, conditions and prices for the regional or national account established in Franchisee's Area.

4. TERM

The term of this Agreement shall commence on the date first set forth above and shall continue for a term expiring upon the date ten (10) years following, unless earlier terminated pursuant to the terms of Section 23 hereof.

5. RENEWAL

Franchisee may renew the franchise to own and operate the Franchised Business and the right to use the "DISCOVERY MAP®" SYSTEM and the Licensed Rights at the Franchised Business for two (2) additional five (5) year terms; provided that prior to the expiration of the initial or renewal term, whichever applies:

A. Franchisee gives DISCOVERY MAP INTERNATIONAL, INC., written notice of its election to exercise the renewal option not less than six (6) months, nor more than twelve (12) months, prior to the end of the then-current term; and,

B. Franchisee has not, when notice is given, and up to and including the date of renewal, been in default of any provision of this Agreement, or any amendment hereof or successor agreement hereto or in default of any agreement between Franchisee and DISCOVERY MAP INTERNATIONAL, INC., and has substantially complied with the terms and conditions of this and all other such agreements during the term hereof; and,

C. Franchisee had not received three (3) or more notices of default from DISCOVERY MAP INTERNATIONAL, INC., during the then-current term of this Agreement whether or not such defaults were cured; and,

D. All monetary obligations owed by Franchisee to DISCOVERY MAP INTERNATIONAL, INC., have been satisfied and paid when due throughout the initial and all prior renewal terms of this Agreement; and,

E. Franchisee executes DISCOVERY MAP INTERNATIONAL, INC.'s then-current standard form of renewal Franchise Agreement which shall be the Franchise Agreement being executed by franchisees for new franchised businesses, revised and amended to reflect a renewal of an existing franchise, and which agreement may contain terms and conditions substantially different from those set forth herein, including, without limitation, a different royalty fee, different advertising expenditure requirements, and a smaller Area, if any; and,

F. Franchisee, except to the extent prohibited by state law, executes a general release of any and all claims it may have against DISCOVERY MAP INTERNATIONAL, INC., and its subsidiaries and affiliates, and their respective officers, directors, agents and employees; and,

G. Franchisee, or a representative approved by DISCOVERY MAP INTERNATIONAL, INC., or any other person who has an interest in Franchisee (if Franchisee is a group of individuals or a corporation, partnership, limited liability company, unincorporated association or similar entity), attends and satisfactorily completes such retraining or refresher training programs as DISCOVERY MAP INTERNATIONAL, INC., in its sole discretion, may require; and,

H. Franchisee performs such replacements or modifications as DISCOVERY MAP INTERNATIONAL, INC., may require to cause the Franchised Business, equipment and furnishings to conform to the plans and specifications being used for new or remodeled "DISCOVERY MAP®" franchised businesses on the renewal date; and,

I. Franchisee pays to DISCOVERY MAP INTERNATIONAL, INC., a renewal fee equal to twenty percent (20%) of the initial franchise fee then being paid by new franchisees.

6. FRANCHISEE'S PAYMENT

A. Franchisee shall pay to DISCOVERY MAP INTERNATIONAL, INC., an Initial Franchise Fee of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00). Such Initial Franchise Fee shall be due and payable in full upon the execution of this Agreement. The Initial Franchise Fee is non-refundable.

B. Franchisee shall also pay to DISCOVERY MAP INTERNATIONAL, INC., royalty fees as follows:

1. Print Map Advertising. On print map advertising, Franchisee shall pay DISCOVERY MAP INTERNATIONAL, INC. a royalty equal to ten percent (10%) of Gross Sales derived from print map advertising;

2. Website Ads. Franchisee shall pay DISCOVERY MAP INTERNATIONAL, INC a royalty equal to twenty-five percent (25%) of Gross Sales derived from advertising on Discoverymap.com, net of any expenses incurred by DISCOVERY MAP INTERNATIONAL, INC.in connection with such advertising;

These royalty fees shall begin from the date the Franchised Business is established and continue through the term of this Agreement. Royalty fees shall be paid monthly and are due not later than the tenth (10^{th}) day of the month for the prior month's sales or at such times as DISCOVERY MAP INTERNATIONAL, INC., may designate in the Operations Manual.

In all cases, all fees for printed map advertising shall be paid before the Map Sales Cycle concludes. The Map Sales Cycle concludes five (5) days before DISCOVERY MAP INTERNATIONAL, INC., issues written final map approval. Royalty payments must include the Sales and Royalty Report for the payment period, submitted in either digital or printed format as approved by DISCOVERY MAP INTERNATIONAL, INC., along with signed copies of all Advertising Order Forms.

In addition to any other remedies DISCOVERY MAP INTERNATIONAL, INC., may have, if Franchisee is more than five (5) days late in paying any royalty fees, interest will be payable on such royalty at the rate of one and one half percent (1.5%) each month or, if the maximum interest rate permitted by state law is less than the interest rate so calculated, interest at that state's maximum rate shall be payable on the unpaid royalty fee from the date such payment was due. Franchisee shall pay any and all of DISCOVERY MAP INTERNATIONAL, INC.'s expenses in collecting overdue payments from Franchisee including attorney's fees and the fees of any collection agencies hired by DISCOVERY MAP INTERNATIONAL, INC. Franchisee acknowledges that this subsection shall not constitute agreement by DISCOVERY MAP INTERNATIONAL, INC., to accept such payments after same are due or a commitment by DISCOVERY MAP INTERNATIONAL, INC., to extend credit to, or otherwise finance Franchisee's operation of the Franchised Business.

C. As used in this Agreement, the term "Gross Sales" shall mean and include the total of all revenue and income from the sale of services and products to customers of the Franchised Business or any other source, whether or not sold or performed at or from the Franchised Business and whether received in cash, in services in kind, from barter and/or exchange, on credit (whether or not payment is received), or otherwise. Franchisee will deduct from the Franchised Business' Gross Sales (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged and if such taxes are paid to the appropriate taxing authority. Franchisee will also deduct from the Franchised Business' Gross Sales the amount of any documented refunds, charge backs, credits and allowances Franchisee gives in good faith to customers. All barter and/or exchange transactions pursuant to which the Franchised Business furnishes services and/or products in exchange for goods or services to be provided to Franchisee or Franchised Business by a vendor, supplier or customer will, for the purpose of determining Gross Sales, be valued at the full value of the goods and/or services so provided to Franchisee or Franchised Business. Gross Sales shall also include all insurance proceeds received by Franchisee

for loss of business due to a casualty to or similar event affecting the operation of the Franchised Business.

D. Franchisee is required to submit a monthly report, signed by Franchisee, in a digital or printed form to be prescribed by DISCOVERY MAP INTERNATIONAL, INC. Said report shall reflect the Gross Sales for the preceding month, along with any additional information that DISCOVERY MAP INTERNATIONAL, INC., may deem necessary. This report is to be delivered to DISCOVERY MAP INTERNATIONAL, INC., so as to be received by DISCOVERY MAP INTERNATIONAL, INC., on or before the tenth (10th) day of the following month.

E. Franchisee agrees to pay DISCOVERY MAP INTERNATIONAL, INC., a fee of TWO HUNDRED DOLLARS ($200.00), payable upon receipt of such notice, in the event any payment, request for information, forms, data, production schedule submissions or any item DISCOVERY MAP INTERNATIONAL, INC., deems appropriate is not received by established due date.

F. Franchisee must reimburse DISCOVERY MAP INTERNATIONAL, INC., for any taxes that DISCOVERY MAP INTERNATIONAL, INC., must pay to any state taxing authority on account of either Franchisee's operation or payments that Franchisee makes to DISCOVERY MAP INTERNATIONAL, INC.

G. Notwithstanding any designation by Franchisee, DISCOVERY MAP INTERNATIONAL, INC., shall have the sole discretion to apply any payments by Franchisee to any past due indebtedness of Franchisee for royalty fees, purchases from DISCOVERY MAP INTERNATIONAL, INC., and/or any of its subsidiaries or affiliates, interest or any other indebtedness.

H. Franchisee shall not withhold payment of any royalty fees or any other amounts of money owed to DISCOVERY MAP INTERNATIONAL, INC., for any reason on grounds of alleged nonperformance by DISCOVERY MAP INTERNATIONAL, INC., of any obligation hereunder.

Pursuant to Section 18 of this Agreement, Franchisee is also required to provide DISCOVERY MAP INTERNATIONAL, INC., with annual reports of Gross Sales from Franchised Business' operation within thirty (30) days of the end of Franchisee's fiscal or other operating year. DISCOVERY MAP INTERNATIONAL, INC., reserves the right to require other additional reports, as are or may be more particularly outlined in DISCOVERY MAP INTERNATIONAL, INC.'s Operations Manual.

7. LIMITATIONS ON RIGHTS EXTENDED TO FRANCHISEE

FRANCHISEE ACKNOWLEDGES AND AGREES THAT:

A. Franchisee will use the Licensed Rights strictly in accordance with the terms of this Agreement. Any unauthorized use of the Licensed Rights is and shall be deemed an infringement of DISCOVERY MAP INTERNATIONAL, INC.'s rights.

B. Except as expressly provided by this Agreement, Franchisee shall acquire no right, title or interest to the Licensed Rights. Any and all goodwill associated with the Licensed Rights shall accrue exclusively to DISCOVERY MAP INTERNATIONAL, INC.'s benefit.

C. Except as provided for in Section 3 hereof, the franchise and Licensed Rights granted hereunder are non-exclusive, and DISCOVERY MAP INTERNATIONAL, INC., retains the right, in its sole discretion:

(1) To use the trademarks and License Rights in any way in any and all channels of distribution and to sell and provide services and products associated with the trademarks and the Licensed Rights and which now or hereafter form part of the DISCOVERY MAP® System and to license others to do so in all geographic areas and through all channels of distribution except as explicitly provided otherwise herein;

(2) To acquire, develop, use and/or franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignias or copyrights not designated herein by DISCOVERY MAP INTERNATIONAL, INC., as Licensed Rights, for use with similar or different franchise systems at any location, on such terms and conditions as DISCOVERY MAP INTERNATIONAL, INC., may deem advisable, and without granting Franchisee any rights therein.

D. Franchisee is required to purchase, display and sell all of the products and services offered by DISCOVERY MAP INTERNATIONAL, INC. during the term hereof and is prohibited from offering or selling any products or services not authorized by DISCOVERY MAP INTERNATIONAL, INC. Franchisee may from time to time request permission to offer variations in its map design and advertising layout, but will not offer or market any variations without the prior written approval of DISCOVERY MAP INTERNATIONAL, INC.

E. Franchisee may not develop or sell the material referred to in 7D on his/her/its own without the express written consent of DISCOVERY MAP INTERNATIONAL, INC.

F. In order to allow DISCOVERY MAP INTERNATIONAL, INC., to establish and enforce standards of quality and uniformity for the distribution and sale of its products and services, and further, in order to preserve incentive for competent entities to, at some future date, become "DISCOVERY MAP®" franchisees, Franchisee shall not sell "DISCOVERY MAP®" products and services other than on a retail basis to the general public, and not for resale by the purchasers thereof, without the prior written consent of DISCOVERY MAP INTERNATIONAL, INC., and without executing a separate Agreement with DISCOVERY MAP INTERNATIONAL, INC., for the right to conduct such wholesale sales if DISCOVERY MAP INTERNATIONAL, INC., requests the execution of such an Agreement.

G. DISCOVERY MAP INTERNATIONAL, INC., has the right to determine, approve and supervise the quality of services and products sold by Franchisee from the Franchised Business, and to take all action it deems necessary to maintain the quality and standards of the services and products, the Franchised Business and the "DISCOVERY MAP®" SYSTEM, including without limitation adding additional authorized services and merchandise, or deleting existing ones. Franchisee is required to purchase certain services, operating materials, inventory and other supplies, products and materials, as are more particularly outlined in the Operations Manual, from suppliers whose services, products and material are approved and not disapproved by DISCOVERY MAP INTERNATIONAL, INC. If Franchisee desires to purchase any items or services from suppliers that have not theretofore been approved, either Franchisee or the supplier must submit a written request for such approval to DISCOVERY MAP INTERNATIONAL, INC. As a condition of its approval, DISCOVERY MAP INTERNATIONAL, INC., may require that

its representatives be allowed to inspect the supplier's facilities and a sample of its product be made available to DISCOVERY MAP INTERNATIONAL, INC., or its designee for testing. In such event Franchisee or the supplier may be charged a fee that we determine before we validate the proposed supplier's qualifications. DISCOVERY MAP INTERNATIONAL, INC., will issue a decision in writing. If DISCOVERY MAP INTERNATIONAL, INC., does not render a decision, the request is deemed denied.

H. Franchisee must have a fully trained general manager operate the Franchised Business at all times when Franchisee is not personally managing and operating the Franchised Business. Franchisee may only hire as a general manager of the Franchised Business, an individual approved by the Franchisor. Franchisee shall keep DISCOVERY MAP INTERNATIONAL, INC., informed at all times of the identity of any employee(s) acting as manager(s) of the Franchised Business. DISCOVERY MAP INTERNATIONAL, INC., shall make training available, as is reasonable and necessary, for all managers designated by Franchisee at Franchisee's expense. DISCOVERY MAP INTERNATIONAL, INC., may provide such training at the then-current rates charged by DISCOVERY MAP INTERNATIONAL, INC. Franchisee agrees that Franchisee will at all times faithfully, honestly and diligently perform Franchisee's obligations hereunder and that Franchisee will not engage in any business or other activities that will conflict with Franchisee's obligations hereunder.

I. Franchisee has sole responsibility for the performance of all obligations arising out of the operation of the Franchised Business pursuant to this Agreement. Franchisee shall secure and maintain in force, at Franchisee's expense, all required licenses, permits and certificates relating to the full and proper operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including, without limitation, zoning, access, sign, all government regulations relating to occupational hazards and health, fire, safety, consumer protection, equal opportunity, trade regulation, worker's compensation, unemployment insurance, licenses to do business, sales tax permits, withholding and payment when due of any and all taxes levied or assessed by reason of the operation of the business, and fictitious name filings and registrations.

J. During the term of this Agreement, and any renewals or extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a Franchise Agreement from DISCOVERY MAP INTERNATIONAL, INC., Franchisee agrees to take such affirmative actions as may be necessary to do so, including, without limitation, exhibiting a public notice of that fact, the content and display of which DISCOVERY MAP INTERNATIONAL, INC., shall have the right to specify from time to time.

K. Franchisee is an independent contractor, and as such is solely responsible for the day-to-day affairs, management, operations and financial control of the Franchised Business.

L. Franchisee shall not establish a website except as approved in writing by DISCOVERY MAP INTERNATIONAL, INC. DISCOVERY MAP INTERNATIONAL, INC., retains the sole right to advertise on the Internet and create a website using the words "Discovery Map" in any configuration. DISCOVERY MAP INTERNATIONAL, INC., may require Franchisee to utilize e-commerce products or services designated by DISCOVERY MAP INTERNATIONAL, INC., which DISCOVERY MAP INTERNATIONAL, INC., may change from time to time. Franchisee acknowledges that DISCOVERY MAP INTERNATIONAL, INC., is the owner of all right, title and interest in and to such domain names as DISCOVERY MAP INTERNATIONAL, INC., shall

designate. DISCOVERY MAP INTERNATIONAL, INC., retains the right to pre-approve Franchisee's use of linking and framing between Franchisee's web pages and all other web sites. Franchisee shall, within five (5) days of written notice, dismantle any frames and links between Franchisee's web pages and any other web sites, if requested by DISCOVERY MAP INTERNATIONAL, INC. Franchisee may sell web advertising only as outlined in the DISCOVERY MAP Web Ad Sales Program, as set forth in the DISCOVERY MAP INTERNATIONAL INC. Operations Manual.

M. DISCOVERY MAP INTERNATIONAL, INC., reserves the right to promote the availability of franchises and the DISCOVERY MAP® website on any and all approved advertising, promotional and marketing media so long as Franchisee bears no additional financial cost from placement of same.

N. If DISCOVERY MAP INTERNATIONAL, INC., delivers to Franchisee a notice of material breach pursuant to Section 23, in addition to DISCOVERY MAP INTERNATIONAL, INC.'s other remedies, DISCOVERY MAP INTERNATIONAL, INC., and any affiliate reserves the right to discontinue providing services, selling to Franchisee any services or products for which they are Approved Suppliers or providing access to the DISCOVERY MAP INTERNATIONAL, INC., intranet until such time as Franchisee corrects the default.

8. VARIATIONS IN STANDARDS

Because complete uniformity under varying conditions may be impossible or impractical, DISCOVERY MAP INTERNATIONAL, INC., reserves the right to vary the standards and requirements applied to the Franchised Business and to other franchisees and may waive or modify such standards and requirements, from time to time and in certain locations as it deems appropriate, based upon the peculiarities of a particular area, including density of population, business potential, population of trade area, existing business practices, or any other conditions which DISCOVERY MAP INTERNATIONAL, INC., determines to have, or potentially to have a significant effect on the successful operation of such franchisee's business. Variations from standard and requirements granted to other franchisees shall not under any circumstances be cause to require DISCOVERY MAP INTERNATIONAL, INC., to grant to Franchisee a like or similar variation hereunder, either now or in the future.

9. SERVICES TO BE PERFORMED BY DISCOVERY MAP INTERNATIONAL, INC.

DISCOVERY MAP INTERNATIONAL, INC., agrees to make available to Franchisee the following:

A. Initial training in the "DISCOVERY MAP®" SYSTEM, including instruction with respect to "DISCOVERY MAP®" standards, methods, procedures and techniques, for each person identified in this Agreement, at such time and places as DISCOVERY MAP INTERNATIONAL, INC., may designate for its training program, in its discretion. As of the date of this Agreement, the training program is conducted at the DISCOVERY MAP INTERNATIONAL, INC.'s facility in Waitsfield, Vermont;

B. Provided at least thirty (30) days advance written notice is given by Franchisee, such assistance as DISCOVERY MAP INTERNATIONAL, INC., deems necessary and appropriate in connection with the opening of the Franchised Business by Franchisee, including assistance by the

DISCOVERY MAP INTERNATIONAL, INC.'s personnel in planning and developing of pre-opening and promotional programs;

C. The use of DISCOVERY MAP®'s Operations Manual, which shall be defined as including any and all manuals and instructional documents provided to Franchisee by DISCOVERY MAP INTERNATIONAL, INC., and any other manuals and training aids, as periodically revised , and which is incorporated into this Franchise Agreement by reference. The Operations Manual shall contain mandatory and suggested specifications, standards and operating procedures prescribed from time to time by DISCOVERY MAP INTERNATIONAL, INC., and information relative to other obligations of a franchisee, and to the operation of a DISCOVERY MAP®'s franchised business. The Operations Manual will remain confidential and the property of DISCOVERY MAP INTERNATIONAL, INC., constitutes a Trade Secret of DISCOVERY MAP INTERNATIONAL, INC., and may not be loaned out, duplicated, or copied in whole or in part in any manner. DISCOVERY MAP INTERNATIONAL, INC., has the right to add to and otherwise modify the Operations Manual from time to time, as it deems necessary. Modifications to the Operations Manual may be communicated to you electronically via email or otherwise. Franchisee must always follow the directives of the Operations Manual, as they may be modified by DISCOVERY MAP INTERNATIONAL, INC., from time to time. Such compliance by Franchisee is necessary to protect the integrity and reputation of the DISCOVERY MAP INTERNATIONAL, INC., SYSTEM. Any training films and aids made by DISCOVERY MAP INTERNATIONAL, INC., will be made available to Franchisee for a fee equal to DISCOVERY MAP INTERNATIONAL, INC.'s cost;

D. Provide Franchisee with specifications for map design, minimum print quantities, appearance and distribution;

E. Provide Franchisee with the provisions applicable to purchasing fixtures, equipment, supplies and services that DISCOVERY MAP INTERNATIONAL, INC., makes available to franchisees for use in map development. Franchisee must acquire fixtures, design and printing services from approved suppliers or DISCOVERY MAP INTERNATIONAL, INC. These items must meet DISCOVERY MAP INTERNATIONAL, INC.'s specifications;

F. Such periodic, continuing individual or group advice, consultation and assistance, rendered by personal visit or telephone or by newsletter, brochures, reports or bulletins, as DISCOVERY MAP INTERNATIONAL, INC., may deem necessary or appropriate. Such advice, consultation and assistance may include areas such as marketing and advertising, maximizing sales and profits, customer service and such other reasonable subjects as Franchisee may have an interest in, or in which Franchisee may be experiencing problems;

G. A representative of DISCOVERY MAP INTERNATIONAL, INC., at its own expense, shall provide up to five (5) days of map development for Franchised Business's first map, provided that these services shall not apply to Franchised Businesses that are transferred in accordance with section 25 hereof; in addition, we will provide an initial map drawing of a 17" x 22" map, including buildings up to a total of 250, drawn by staff artists; additional buildings drawn are billed at our hourly Production rate;

H. DISCOVERY MAP INTERNATIONAL, INC., at its own expense, shall prepare a preliminary map drawing ("Mock Up") for Franchised Business's first map. Franchisee shall use the Mock Up to prepare the final drawing, production and printing of Franchised Business's first

map, at Franchisee's expense, provided that, these services shall not apply to Franchised Businesses that are transferred in accordance with section 25 hereof;

I. Maintain the "DISCOVERY MAP®" Internet Website for the purpose of enhancing the goodwill and public image of the "DISCOVERY MAP®" franchise system, and to attract prospective customers for the benefit of the "DISCOVERY MAP®" franchisees. DISCOVERY MAP INTERNATIONAL, INC., will host a minimum of one (1) page on the "DISCOVERY MAP®" Internet Website with contact and other information specific to Franchisee's Franchised Business, and to provide Franchisee with no less than one (1) e-mail address or e-mail alias, which Franchisee must use as the Franchised Business' e-mail address. DISCOVERY MAP INTERNATIONAL, INC., reserves the right to update or make changes or additions to the "DISCOVERY MAP®" Internet Website without limitation. Unless otherwise indicated, the Website shall be accessible to third parties via the Web twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, updates, changes, required repairs, and except for any loss or interruption of the "DISCOVERY MAP®" Internet Website due to causes beyond the control of DISCOVERY MAP INTERNATIONAL, INC., or which are not reasonably foreseeable by DISCOVERY MAP INTERNATIONAL, INC., including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. In the event of any loss or interruption of the "DISCOVERY MAP®" Internet Website, DISCOVERY MAP INTERNATIONAL, INC.'s sole and exclusive liability for any loss or interruption of same shall be only for loss or interruption due to (i) causes resulting from DISCOVERY MAP INTERNATIONAL, INC.'s failure to maintain and/or repair the Website, (ii) other causes exclusively within the control of DISCOVERY MAP INTERNATIONAL, INC., or (iii) causes reasonably foreseeable by DISCOVERY MAP INTERNATIONAL, INC., and which loss or interruption of the "DISCOVERY MAP®" Internet Website exceeds a continual period of twenty-four (24) hours, Franchisee's sole and exclusive remedy shall be credit against future Hosting/Technology Fees required by DISCOVERY MAP INTERNATIONAL, INC., if any, equal to the ratable portion of said Hosting/Technology Fees for the period of downtime.

J. DISCOVERY MAP INTERNATIONAL, INC., shall have no liability for unauthorized access to, or alteration, theft, or destruction of, the Website or Franchisee's data files, programs, or information, if any, through accident, fraudulent means or devices. DISCOVERY MAP INTERNATIONAL, INC., shall have no liability with respect to DISCOVERY MAP INTERNATIONAL, INC.'s obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if DISCOVERY MAP INTERNATIONAL, INC., has been advised of the possibility of such damages. DISCOVERY MAP INTERNATIONAL, INC., reserves the right, in its sole discretion, to discontinue and or modify its Website and any obligations associated therewith.

10. CONSTRUCTION

Franchisee agrees that if Franchisee elects to contract office space which requires any alterations, construction or leasehold improvements, such space shall be constructed in compliance with all applicable laws, regulations and ordinances, and all costs incurred shall be the responsibility of the Franchisee.

11. NOTICE AND APPROVAL OF OPENING

A. Franchisee shall give DISCOVERY MAP INTERNATIONAL, INC., at least thirty (30) days prior written notice of the opening of the Franchised Business. If such notice is not given, DISCOVERY MAP INTERNATIONAL, INC., shall be relieved of its obligations hereunder to provide assistance in connection with the opening of the Franchised Business and the planning and development of pre-opening promotions and programs.

B. In order to maintain quality and uniformity and to ensure that the Franchised Business satisfies all of DISCOVERY MAP INTERNATIONAL, INC.'s standards, DISCOVERY MAP INTERNATIONAL, INC., retains the right to perform an inspection of the Franchised Business prior to opening. If DISCOVERY MAP INTERNATIONAL, INC., reasonably determines that the Franchised Business is not in conformity with DISCOVERY MAP INTERNATIONAL, INC.'s standards, or if Franchisee has not made all preparations for opening the Franchised Business previously required by the Operations Manual, or if Franchisee failed to apply for and obtain all licenses required for the operation of the Franchised Business from the appropriate governmental agencies, then DISCOVERY MAP INTERNATIONAL, INC., shall have the right to delay opening of the Franchised Business until such time as any deficiencies are brought into compliance with such standards. If any such deficiencies are detected, notice to that effect will be provided to Franchisee in writing, stating the nature of the deficiencies and the corrective actions that need to be taken to remedy them.

12. EQUIPMENT AND FIXTURES

A. Franchisee shall only install and use such equipment, computer, fixtures, signage, and other personal property as are required and which strictly conform to the uniform standards and specifications of DISCOVERY MAP INTERNATIONAL, INC.

B. In the event Franchisee installs any equipment, computer, fixtures, signage or any other personal property that is not in conformity with DISCOVERY MAP INTERNATIONAL, INC., uniform standards or specifications, DISCOVERY MAP INTERNATIONAL, INC., may, in addition to any other remedies under this Agreement, demand that Franchisee close the Franchised Business and take the necessary steps to bring its equipment, computer, fixtures, signage and other personal property into conformity with DISCOVERY MAP INTERNATIONAL, INC., uniform standards and specifications. Franchisee shall not reopen the Franchised Business until it has received approval in writing by DISCOVERY MAP INTERNATIONAL, INC., to reopen.

13. RELOCATION

Franchisee shall have the right to operate the business office of the Franchised Business from Franchisee's home. If Franchisee operates the Franchised Business from its home, Franchisee shall have the right to relocate the business office of Franchised Business to another location, provided that any such relocation does not infringe on the territorial rights of any other franchisee, Franchisor-owned or affiliate-owned businesses. Franchisee shall not have the right to lease or purchase a premise to operate the business office outside of Franchisee's Area. In the event Franchisee so decides to relocate the business office of the Franchised Business, the cost of any such relocation will be borne by Franchisee.

14. DISCOVERY MAP INTERNATIONAL, INC., TRAINING PROGRAM

A. The following persons must satisfy all of the conditions established by DISCOVERY MAP INTERNATIONAL, INC., for admission to, and graduation from, DISCOVERY MAP INTERNATIONAL, INC.'s initial training program located in Waitsfield, Vermont, or at such other location hereafter designated by DISCOVERY MAP INTERNATIONAL, INC., and must attend and satisfactorily complete any additional training programs that may be established by DISCOVERY MAP INTERNATIONAL, INC., in the future:

(1) Franchisee, if Franchisee is an individual;

(2) At DISCOVERY MAP INTERNATIONAL, INC.'s option, each person who, at any time during the term of this Agreement, is actively involved in the management or operation of the business of Franchisee (including, but not limited to, the chief operating officer of Franchisee) (Management Persons);

(3) At DISCOVERY MAP INTERNATIONAL, INC.'s option, each person who has a twenty percent (20%) or more interest in Franchisee, if Franchisee is owned by a group of individuals or a corporation, limited liability company, partnership, unincorporated association or similar entity.

Any person or persons so designated to attend the training program will be identified in Addendum B to this Agreement and become subject to the terms and conditions of Addendum B, and if appropriate, this Agreement. Each such person shall complete DISCOVERY MAP INTERNATIONAL, INC.'s training program to DISCOVERY MAP INTERNATIONAL, INC.'s satisfaction. Upon the failure of any such person to do so, DISCOVERY MAP INTERNATIONAL, INC., reserves the right to extend the training program until that person or persons satisfactorily completes the same.

B. No fee shall be charged by DISCOVERY MAP INTERNATIONAL, INC., for participation in the initial training program by the first two (2) persons specified in Subsection A. of this Section. Franchisee, however, shall be responsible for the travel, hotel and all such other costs and expenses of each person who attends the program.

C. In the event that more than two (2) persons are trained for any single Franchised Business of Franchisee, DISCOVERY MAP INTERNATIONAL, INC., may, in its sole discretion, require that Franchisee pay DISCOVERY MAP INTERNATIONAL, INC., a training fee for such additional persons. The amount of such fee shall be FIVE HUNDRED DOLLARS ($500.00) per person, per day, which shall be paid prior to the commencement of training. DISCOVERY MAP INTERNATIONAL, INC., reserves the right to increase the per diem training fee.

D. DISCOVERY MAP INTERNATIONAL, INC., may from time to time offer additional training programs, workshops, seminars and the like to franchisees and may require that franchisees or their employees, as appropriate, attend such programs. In the event DISCOVERY MAP INTERNATIONAL, INC., requires the attendance of Franchisee or its employees, said program will be provided at no cost to Franchisee, except that Franchisee will be responsible for the travel, hotel and all such other costs and expenses of each person who attends the program. For any training program at which Franchisee's attendance is optional, DISCOVERY MAP INTERNATIONAL, INC., may require the payment of a training fee of FIVE HUNDRED

DOLLARS ($500.00) per person, per day which shall be paid prior to the commencement of training. DISCOVERY MAP INTERNATIONAL, INC., reserves the right to increase the per diem training fee.

E. DISCOVERY MAP INTERNATIONAL, INC., may offer training programs subsequent to initial required training, delivered via electronic means, including but not limited to telephone- and web-based training. DISCOVERY MAP INTERNATIONAL, INC., may, at its sole discretion, require Franchisee to participate in some or all of these training programs. There is no cost to you for participation in these electronic training programs subsequent to initial required training, but you must participate in these electronic training programs for a minimum of two hours annually.

F. You are required to electronically attend our annual state of the system presentation, if such presentation is offered.

G. DISCOVERY MAP INTERNATIONAL, INC., retains the right, in its sole discretion, to require anyone participating in its training program to execute a Non-Disclosure and Non-Competition Agreement, which Agreement shall protect DISCOVERY MAP INTERNATIONAL, INC.'s proprietary interest in the Licensed Rights.

15. OPERATION OF THE FRANCHISED BUSINESS

Franchisee covenants and agrees that:

A. Franchisee shall operate the Franchised Business in accordance with DISCOVERY MAP INTERNATIONAL, INC.'s Operations Manual, a numbered copy of which Franchisee acknowledges having received on loan from DISCOVERY MAP INTERNATIONAL, INC., for the term of this Agreement, and that it will not make or allow unauthorized disclosures of the contents of the Operations Manual to any outside parties. Franchisee understands and acknowledges that DISCOVERY MAP INTERNATIONAL, INC., may revise the content of the Operations Manual, and Franchisee expressly agrees to comply with each changed requirement within such reasonable time as DISCOVERY MAP INTERNATIONAL, INC., may require. Any new or different requirements imposed will not unreasonably increase Franchisee's obligations or place an excessive economic burden on Franchisee's operations, or otherwise alter Franchisee's status or rights under this Agreement. Franchisee shall at all times ensure that its copy of the Operations Manual and any other manuals given to it are kept current and up-to-date and, in the event of any dispute as to the contents thereof, the terms of the most up to date master copies maintained by DISCOVERY MAP INTERNATIONAL, INC., at its principal place of business shall be controlling. The entire contents of the Operations Manual are and will remain confidential and the property of DISCOVERY MAP INTERNATIONAL, INC.

B. In order to protect the Licensed Rights and the goodwill associated therewith, Franchisee will:

(1) Operate under the name "DISCOVERY MAP®" and advertise only under the Marks designated by DISCOVERY MAP INTERNATIONAL, INC., and will use such Marks without prefix or suffix, except where such use may conflict with a prior registration or use, in which event Franchisee shall operate and advertise only under such other names as DISCOVERY MAP INTERNATIONAL, INC., has previously approved in writing;

(2) Feature and use the Licensed Rights solely in the manner prescribed by DISCOVERY MAP INTERNATIONAL, INC.;

(3) Observe such reasonable requirements with respect to service mark, trade name, trademark and fictitious name registrations and copyright notices as DISCOVERY MAP INTERNATIONAL, INC., may direct in writing.

C. Franchisee will cause sales of all products and services to be properly recorded at the time of the sale and promptly convey all advertiser data FRANCHISOR deems relevant in a method prescribed by FRANCHISOR.

D. Franchisee will maintain the Franchised Business, equipment, fixtures and signage in a good, clean, attractive and safe condition in conformity with DISCOVERY MAP INTERNATIONAL, INC.'s standards and shall make such additions, alterations, repairs and replacements thereto (but no others without DISCOVERY MAP INTERNATIONAL, INC.'s prior written consent) as may be required by DISCOVERY MAP INTERNATIONAL, INC., to keep the Franchised Business and all equipment, fixtures and signage in the highest degree of repair and condition.

E. Franchisee will respond to all business communications in a workman-like manner—including but not limited to emails, phone calls and letters by mail from clients, prospects, or Franchisor—in a timely manner and will maintain automated answering systems on all business phone lines in such a manner as to allow callers to leave messages.

F. Franchisee will comply with all laws, ordinances and regulations affecting the operation of the Franchised Business.

G. Franchisee will notify DISCOVERY MAP INTERNATIONAL, INC., in writing within ten (10) days of the commencement of any action, suit or proceedings and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, against Franchisee or any of Franchisee’s properties, or of which Franchisee becomes aware, which may adversely affect Franchisee's financial condition or ability to meet its obligations hereunder.

H. Franchisee will pay on a timely basis for all supplies, materials and expenses incurred in the operation of the Franchised Business. Franchisee is aware that it is responsible for all liabilities and expenses of the Franchised Business, and that failure to make prompt payment to its suppliers, vendors, contractors or employees may cause irreparable harm to the reputation and credit of DISCOVERY MAP INTERNATIONAL, INC., and other franchisees.

I. Franchise shall utilize the online billing and credit card payment system provided by DISCOVERY MAP INTERNATIONAL, INC. for the processing of credit card payments related to map advertising sales. Franchisee will bear the cost of credit card processing.

J. Franchisee will permit authorized personnel of DISCOVERY MAP INTERNATIONAL, INC., to enter the Franchised Business at any time during normal business hours to inspect and examine the operations and facilities and will permit such personnel to visit or otherwise communicate with advertisers with which it has done or has attempted to do business. Franchisee

shall cooperate with DISCOVERY MAP INTERNATIONAL, INC., representatives in such inspection by rendering any assistance that is reasonably requested.

K. Franchisee will print and distribute the Franchised Business' map within one (1) year of the signing of this Franchise Agreement, and will resell, reprint and otherwise renew the Franchised Business' map at least once annually.

L. Franchisee must pay DISCOVERY MAP INTERNATIONAL, INC., or its designee, at the then-current rate for map layout and map assembly services, to update and redraw the Franchised Business map every seven (7) years from the date of this Franchise Agreement including the term of any renewal thereof.

M. The grant of the Franchisee's Area is expressly conditioned upon Franchisee's successful penetration of the market in the exclusive territory. Franchisee agrees to promote actively and aggressively the products and services of Franchisee's DISCOVERY MAP® Franchised Business within Franchisee's Area.

Franchisee must generate minimum sales revenue for each year as follows: year one (1st edition of the Franchise Business' map) TWENTY THOUSAND DOLLARS ($20,000); year two (2nd edition of the Franchise Business' map), THIRTY THOUSAND DOLLARS ($30,000); year three (3rd edition of the Franchise Business' map) and all subsequent years, FORTY THOUSAND DOLLARS ($40,000). The Web Ad Program does not have a minimum sales requirement.

To allow DISCOVERY MAP INTERNATIONAL, INC., to adapt to changes in technology and circumstances in the travel and advertising industries, Franchisor reserves the right to establish additional or different services and merchandise, sales goals and quotas and incorporate them into the System, and Franchisee agrees to comply with those additional or different goals and quotas.

N. Franchisee must use reasonable effort in its hiring and contracting practices and must not employ any person:

(1) who has been convicted of, or entered a plea of no contest to, any felony;

(2) that demonstrates gross misconduct, which results in, or would likely result in material and demonstrable damage to Franchisee's Franchised Business, DISCOVERY MAP INTERNATIONAL, INC.'s business, or that of any other DISCOVERY MAP® franchised business;

(3) who has a judgment against him/her involving any claim or other crime or offense that is likely to adversely affect Franchisee's reputation, DISCOVERY MAP INTERNATIONAL, INC.'s reputation, or the reputation of Franchisee's DISCOVERY MAP® Franchised Business or that of any other DISCOVERY MAP® franchisees.

O. Franchisee agrees to participate in and comply with the guidelines of the Discovery Map Publication System as outlined in the Operations Manual, as may be updated from time to time. The Discovery Map Publication System ("DPS") currently provides franchisees with:

(3) "AdWiz," which is a browser-based information system through which franchisees share information about their advertisers and their Area with DISCOVERY MAP INTERNATIONAL, INC.;

(4) "Website Ads," which provides website advertising options through which franchisees sell ads to new and existing merchants in Franchisee's Area on DiscoveryMap.com;

(5) "DiscoveryMap App" or "the App," which is a mobile application intended to provide merchants with value added services for a fee. Franchisee shall enroll merchants in its Area in the App. If Franchisee has not enrolled ten merchants in the App within three months of publishing its printed map, Franchisor shall have the right to enroll merchants from Franchisee's Area in the App. Depending on the number of merchants Franchisee enrolls in the App, DISCOVERY MAP INTERNATIONAL, INC. will pay Franchisee, in its sole and reasonable discretion, between thirty percent (30%) and forty percent (40%) of any revenue generated by merchants Franchisee has enrolled in the App, net of all enrollment costs and expenses incurred by DISCOVERY MAP INTERNATIONAL, INC. Presently, Franchisor does not charge merchants a fee for participation in the App; therefore, no revenue is currently generated under this provision. This clause shall apply if and when such fees are implemented.

The fee for the Discovery Map Publication System is TWO THOUSAND TWO HUNDRED DOLLARS ($2,200) per year, increased annually by up to five percent (5%), compounded.

16. TRADE SECRETS, NEW PROCESSES, CONCEPTS, IMPROVEMENTS, ETC.

Franchisee acknowledges that Franchisee's entire knowledge of the operation of the Franchised Business, including without limitation the contents of the Operations Manual, list of vendors, and the specifications, equipment, standards, and operating procedures of the Franchised Business, is derived from information disclosed to Franchisee by DISCOVERY MAP INTERNATIONAL, INC., and that such Operations Manual and such other information is confidential and a trade secret of DISCOVERY MAP INTERNATIONAL, INC. Franchisee agrees that Franchisee shall maintain the absolute confidentiality of the Operations Manual and all such other information during and after the term of the franchise. Franchisee agrees that Franchisee shall disclose confidential information only to those employees and/or contractors that need such confidential information to perform their job functions and only to the extent necessary for them to do so. Prior to disclosing any confidential information, Franchisee shall require all such employees and/or contractors to sign Confidentiality Agreements in a form approved by DISCOVERY MAP INTERNATIONAL, INC., and shall forward a copy of same to DISCOVERY MAP INTERNATIONAL, INC. Franchisee agrees that Franchisee shall not use the Operations Manual and such other information in any other business or in any manner not specifically authorized or approved in writing by DISCOVERY MAP INTERNATIONAL, INC.

Franchisee agrees that if it shall develop any new concept, process or improvement in the operation or promotion of the Franchised Business, it shall promptly notify DISCOVERY MAP INTERNATIONAL, INC., of such and shall provide DISCOVERY MAP INTERNATIONAL, INC., with all necessary information with respect thereto that it requests, without compensation therefore. Franchisee also agrees that if it shall develop any new trademark, service mark, trade name and trade symbols, trade dress, signs, slogans, associated logos, designs, e-mark, copyrights, emblems, concept, process or improvement in the operation or promotion of the Franchised Business, that DISCOVERY MAP INTERNATIONAL, INC., will immediately become sole

owner thereof. Franchisee acknowledges that DISCOVERY MAP INTERNATIONAL, INC., may itself subsequently utilize, license or disclose such information to other franchisees.

17. MARKS

A. Franchisee acknowledges and agrees that DISCOVERY MAP INTERNATIONAL, INC., is the owner of the Licensed Rights which include all Marks licensed to Franchisee under this Agreement and that Franchisee's right to use the Licensed Rights is derived solely from this Agreement and is limited to the conduct of the business by Franchisee pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by the DISCOVERY MAP INTERNATIONAL, INC., from time to time during the term of this Agreement. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of DISCOVERY MAP INTERNATIONAL, INC., in and to the Marks. Franchisee acknowledges and agrees that all usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks shall inure to the exclusive benefit of DISCOVERY MAP INTERNATIONAL, INC., and that this Agreement does not confer any goodwill or other interests in or to the Marks upon Franchisee. Franchisee shall not, at any time during the term of this Agreement, or after its termination or expiration, contest the validity or ownership of any of the Marks or assist another person in contesting the validity or ownership of any of the Marks. All provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, and commercial symbols authorized for use by and licensed to Franchisee by DISCOVERY MAP INTERNATIONAL, INC., after the date of this Agreement.

B. Franchisee shall not use any of the Marks as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may Franchisee use any of the Marks in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by DISCOVERY MAP INTERNATIONAL, INC. Franchisee agrees to give such notices of trademark and service mark registrations as DISCOVERY MAP INTERNATIONAL, INC., specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law or as requested by DISCOVERY MAP INTERNATIONAL, INC. Franchisee shall not use any of the Marks in any manner that has not been specified or approved by DISCOVERY MAP INTERNATIONAL, INC., prior thereto.

C. Franchisee shall immediately notify DISCOVERY MAP INTERNATIONAL, INC., in writing of any apparent infringement of or challenge to Franchisee's use of the Marks, which it becomes aware of, and of any claim by any person of any right in the Marks or any similar trade name, trademark, or service mark of which Franchisee becomes aware. Franchisee shall not directly or indirectly communicate with any person other than DISCOVERY MAP INTERNATIONAL, INC., and its counsel in connection with any such infringement, challenge, or claim. DISCOVERY MAP INTERNATIONAL, INC., shall have sole discretion to take such action as it deems appropriate and shall have the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of such infringement, challenge or claim or otherwise relating to the Marks. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of DISCOVERY MAP INTERNATIONAL, INC.'s counsel, be necessary or advisable to protect and maintain the interests of DISCOVERY MAP INTERNATIONAL, INC., in any such litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding or to otherwise protect and maintain the interests of DISCOVERY MAP INTERNATIONAL, INC., in the Marks.

D. If it becomes advisable at any time in DISCOVERY MAP INTERNATIONAL, INC.'s sole discretion for DISCOVERY MAP INTERNATIONAL, INC., and/or Franchisee to modify or discontinue use of the Marks, and/or use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, Franchisee agrees to comply with DISCOVERY MAP INTERNATIONAL, INC.'s directions within a reasonable time after notice to Franchisee by DISCOVERY MAP INTERNATIONAL, INC. DISCOVERY MAP INTERNATIONAL, INC., shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of the Marks. Franchisee agrees that any costs for modifying or changing the Marks will be borne by Franchisee and such modification or change of Marks will be completed by Franchisee within a reasonable period of time after notification by DISCOVERY MAP INTERNATIONAL, INC.

18. FINANCIAL INFORMATION, AUDITS

A. Franchisee shall keep and maintain, during the term of this Agreement and any renewals or extensions thereof and shall preserve for a minimum of seven (7) years, full, complete and accurate books of account in accordance with generally accepted accounting standards and practices that shall accurately show the Gross Sales of the Franchised Business and any and all deductions therefrom that are expressly permitted by this Agreement marketing activities, payroll and accounts payable.

B. Franchisee shall, at its expense, deliver to DISCOVERY MAP INTERNATIONAL, INC., within thirty (30) days after the end of each fiscal year of Franchisee, a complete financial statement for the said fiscal year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with reports of Gross Sales from the year's operations and all amounts expended on advertising as well as such other information in such form as DISCOVERY MAP INTERNATIONAL, INC., may require. Each financial statement shall be signed by Franchisee or by Franchisee's Treasurer, Managing Member or Chief Financial Officer who shall attest that the statement is true and correct and prepared in accordance with DISCOVERY MAP INTERNATIONAL, INC.'s requirements.

C. Franchisee will permit authorized personnel of DISCOVERY MAP INTERNATIONAL, INC., to inspect, examine, compile, review and/or audit all of Franchisee's business records relating to the Franchised Business, including but not limited to financial documents and tax returns, at any time during normal business hours.

D. Franchisee shall permit accountants designated by DISCOVERY MAP INTERNATIONAL, INC., to audit Franchisee's books of accounts. In the event that any such understatement is made deliberately, such understatement shall constitute an Event of Default and be considered a material breach as defined in Section 23 C. of this Agreement.

Should any audit reveal an understatement of more than five percent (5%) of the amount otherwise due or if the understatement is determined to be willful, the expenses of the DISCOVERY MAP INTERNATIONAL, INC.'s audit and inspection shall be borne by Franchisee and the deficiency shall be immediately due and payable with interest from the date the payments should have been made.

19. ADVERTISING AND PROMOTIONS

A. As of the date of this Agreement, DISCOVERY MAP INTERNATIONAL, INC., does not charge an advertising royalty or fee. DISCOVERY MAP INTERNATIONAL, INC., does, however, reserve the right to institute such a royalty or fee, in an amount equal to one percent (1%) of the Franchised Business's Gross Sales, in order to develop and maintain a regional or national advertising program. Should DISCOVERY MAP INTERNATIONAL, INC., in its sole discretion, decide to institute such an advertising fee, it will have the right to do so upon ninety (90) days written notice of Franchisor's intent to invoke its rights under this Subsection. Collection of any fees thus imposed will be accomplished in the same manner, and subject to the same conditions, as are more particularly outlined in Section 6 B. of this Agreement.

B. If or when an advertising fund is begun, it will be administered by the officers of DISCOVERY MAP INTERNATIONAL, INC., under the direction of an advertising council made up of three (3) representatives of DISCOVERY MAP INTERNATIONAL, INC., and two (2) representatives of the franchisees. Franchisees will have the right to elect their representatives once a year. The advertising council will be responsible for (1) developing and placing advertising for the benefit of the entire "DISCOVERY MAP®" SYSTEM; (2) deciding which media to use and under what terms; (3) preparing and making available to all franchisees a quarterly statement of income and expenses; (4) at such time as is practical, causing an annual audit of the fund to be performed and making the results available to all franchisees; and (5) securing the services of advertising agencies or other marketing professionals. Funds not spent in any given fiscal year will be carried forward to the next year. DISCOVERY MAP INTERNATIONAL, INC., reserves the right to place additional regional or national advertising at its own expense. All "DISCOVERY MAP®"' company-owned or affiliate-owned businesses will contribute to the fund on the same basis as franchised businesses.

C. Irrespective of the development or implementation of any regional or national advertising program by DISCOVERY MAP INTERNATIONAL, INC., if any, Franchisee is strongly advised to devote at least one percent (1%) of its Gross Sales to local and regional advertising. Franchisee may do its own advertising, or hire an advertising agency, but in either event, Franchisee must obtain DISCOVERY MAP INTERNATIONAL, INC.'s prior written approval of all advertising and promotional plans and materials that Franchisee desires to use at least thirty (30) days before the start of any such use unless such plans and materials have been previously approved by DISCOVERY MAP INTERNATIONAL, INC. Franchisee shall submit such plans and materials to DISCOVERY MAP INTERNATIONAL, INC., by personal delivery or through the mail, "Return Receipt Requested" or sent by overnight delivery paid for by sender. Franchisee shall not use such plans or materials until they have been approved by DISCOVERY MAP INTERNATIONAL, INC., in writing and shall promptly discontinue use of any advertising or promotional plans and materials upon the request of DISCOVERY MAP INTERNATIONAL, INC. Any plans or materials submitted by Franchisee to DISCOVERY MAP INTERNATIONAL, INC., that have not been approved or disapproved, in writing, within fifteen (15) days of receipt thereof by DISCOVERY MAP INTERNATIONAL, INC., shall be deemed disapproved.

D. DISCOVERY MAP INTERNATIONAL, INC., will provide advertising material to Franchisee, if Franchisee so desires, at a price equal to DISCOVERY MAP INTERNATIONAL, INC.'s cost thereof.

E. Until or unless DISCOVERY MAP INTERNATIONAL, INC., develops and implements a regional or national advertising program under the provisions of Sub-section 19 A. above, the cost of participating in any such program will be borne by Franchisee.

F. Except when advertising cooperatively with other franchisees or with DISCOVERY MAP INTERNATIONAL, INC., Franchisee is prohibited from advertising outside Franchisee's Area. Unless granted specific written permission to the contrary, Franchisee's local advertising activity is limited to print and broadcast media, direct mail, speaking engagements, trade shows, billboards and all other types of activity designed to encourage and solicit business that lie only within Franchisee's Area. If Franchisee's Area lies within an Area of Dominant Influence (ADI) of media sources located outside of Franchisee's Area, and if other "DISCOVERY MAP®" franchised or company-owned or affiliate-owned businesses lie within the same ADI, then DISCOVERY MAP INTERNATIONAL, INC., reserves the right to require Franchisee and other franchisees to cooperate and participate in advertising through that media source on a cooperative basis.

G. DISCOVERY MAP INTERNATIONAL, INC., reserves the right to require Franchisee to cooperate and participate in certain educational, Franchise conferences, special promotional events or campaigns that may from time to time be sponsored by DISCOVERY MAP INTERNATIONAL, INC., other franchisees, or both.

H. Immediately upon notification to do so, Franchisee shall discontinue any advertising that would, in DISCOVERY MAP INTERNATIONAL, INC.'s opinion, be detrimental.

I. Franchisee may sell advertising for publication on the Internet, world-wide web, and any other electronic medium of communication only through the DISCOVERY MAP INTERNATIONAL WEB AD SALES PROGRAM as outlined in the Operations Manual or any successor program to it as social networking, the world-wide web, and other electronic media evolve.

J. Franchisee may provide advertising spaces to its members or affiliated businesses at rates below standard rates established by DISCOVERY MAP INTERNATIONAL, INC. from time to time for markets of comparable size and type only with the consent of DISCOVERY MAP INTERNATIONAL, INC. Franchisee acknowledges that sales made with consent below those rates will be included in Gross Sales as defined in the Franchise Agreement as if they had been sold at such standard published rates.

20. BUSINESS RELATIONSHIP, INDEMNIFICATION, INSURANCE

A. DISCOVERY MAP INTERNATIONAL, INC., and Franchisee agree that each of them is an independent business entity or person, their only relationship is by virtue of this Agreement and no fiduciary relationship is created under this Agreement. Neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business. DISCOVERY MAP INTERNATIONAL, INC., and Franchisee agree that neither of them will hold themselves out to be the agent, legal representative, subsidiary, joint venture, employer, or partner of the other and that neither of them has the authority to bind or incur liability on behalf of the other (unless expressly provided in this Agreement).

B. Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on DISCOVERY MAP

INTERNATIONAL, INC.'s behalf, or to incur any debt or other obligation in DISCOVERY MAP INTERNATIONAL, INC.'s name. Franchisee further understands and agrees that DISCOVERY MAP INTERNATIONAL, INC., shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action or by reason of any act or omission of Franchisee in its conduct of the Franchised Business, or any claim or judgment arising therefrom against DISCOVERY MAP INTERNATIONAL, INC. Franchisee shall indemnify, defend and hold harmless DISCOVERY MAP INTERNATIONAL, INC., and DISCOVERY MAP INTERNATIONAL, INC.'s officers, directors, shareholders and employees, and agents from and against any and all claims, costs, obligations, and causes of action, arising directly or indirectly from, as a result of, or in connection with, Franchisee's operation of the Franchised Business, the actions of any of its employees or agents, or by reason of an omission relating to the operation of the Franchised Business, as well as the costs, including reasonable accountants', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, involved in defending against same incurred by DISCOVERY MAP INTERNATIONAL, INC. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement or any renewals thereof.

C. Franchisee agrees to maintain insurance as follows:

(1) With respect to all insurable properties, Franchisee shall maintain or cause to be maintained, general property liability insurance against loss or damage by fire, lightning, windstorm, hail, flood, tornado, hurricane, earthquakes, explosion, riot, riot attending a strike, civil commotion, air traffic, vehicle smoke or other risks usually insured against by persons operating like properties in the localities where the Franchised Business operated by Franchisee is located, in amounts sufficient to prevent the Franchisee from becoming a co-insurer within the terms of the policies in question, and in any event in amounts not less than the replacement cost of the Franchised Business and contents;

(2) Franchisee shall maintain or cause to be maintained general public/commercial liability insurance, including product liability, against claims for personal injury, death or property damage suffered by others upon, in or about the Franchised Business or occurring as a result of the maintenance or operation by Franchisee of any automobiles, trucks or other vehicles or airplanes or other facilities or as a result of the use of products sold by it or services rendered by it or any claims arising out of the business of Franchisee pursuant to this Agreement or the operation of the Franchised Business and including contractual indemnity coverage in amounts not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000); and

(3) Franchisee shall maintain or cause to be maintained worker's compensation insurance, in such amounts as are now or hereafter may be required by any applicable law, and shall withhold and pay any and all amounts required to be so paid for unemployment compensation, disability, social security, and other such taxes imposed upon Franchisee as an employer.

D. All policies of liability insurance shall insure Franchisee and DISCOVERY MAP INTERNATIONAL, INC., as an additional insured or loss payee as appropriate and shall protect Franchisee and DISCOVERY MAP INTERNATIONAL, INC., against any liability that may accrue by reason of the ownership, maintenance or operation by Franchisee of the Franchised Business.

E. Franchisee's obligation to obtain and maintain or cause to be maintained the foregoing policy or policies of insurance shall not be limited in any way by reason of any insurance that may be maintained by DISCOVERY MAP INTERNATIONAL, INC., nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provision set forth in this Agreement. Franchisee shall deliver to DISCOVERY MAP INTERNATIONAL, INC., certificates of insurance evidencing its compliance no less than ten (10) days prior to opening the Franchised Business. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least thirty (30) days prior written notice to DISCOVERY MAP INTERNATIONAL, INC.

21. RENOVATION AND REMODELING

A. In the event Franchisee operates the Franchised Business from a commercial space and in order to maintain a modern, progressive, and uniform image, DISCOVERY MAP INTERNATIONAL, INC., shall have the following rights with respect to the physical condition of the Franchised Business:

(1) To conduct inspections of the Franchised Business on an annual basis, or more often if DISCOVERY MAP INTERNATIONAL, INC., deems doing so to be necessary. The cost of performing such inspections shall be borne by DISCOVERY MAP INTERNATIONAL, INC., and will pertain to the adequacy and condition of the fixtures and equipment of the Franchised Business, and the maintenance of DISCOVERY MAP INTERNATIONAL, INC.'s standards of safety and quality. Any deficiencies noted in the inspections will be the immediate responsibility of the Franchisee to correct, or have corrected, time being of the essence in so doing. In the event Franchisee fails to make corrections to any noted deficiencies which in the reasonable opinion of DISCOVERY MAP INTERNATIONAL, INC., poses a hazard, or in any way undermines the permanent need to provide a safe, clean, and visually appealing environment for its customers, such failure shall constitute a breach of the terms of the Agreement, and without limiting any remedies provided hereunder for such breach, DISCOVERY MAP INTERNATIONAL, INC., reserves the right to suspend operation of the Franchised Business until such repairs or replacements are made, or to have the necessary work performed on behalf of the Franchisee, and at the Franchisee's expense.

(2) After the expiration of five (5) years from the date of opening the Franchised Business, DISCOVERY MAP INTERNATIONAL, INC., may require, at any time and from time to time, that Franchisee perform such additional repairs, and replacements of the Franchised Business as DISCOVERY MAP INTERNATIONAL, INC., deems necessary and practical to bring the Franchised Business to the then-current standards of safety, cleanliness, and appearance as are being required of new "DISCOVERY MAP®" franchised businesses.

22. BUSINESS ORGANIZATION AND PERSONAL GUARANTIES

A. If Franchisee is an individual or individuals, then it is understood and agreed that the grant of license in Section 2 is made by DISCOVERY MAP INTERNATIONAL, INC., in reliance on the personal attributes of Franchisee and in consideration of the trust and confidence which DISCOVERY MAP INTERNATIONAL, INC., places in Franchisee, who will actively and

substantially participate personally in the beneficial ownership and management of the "DISCOVERY MAP®" Franchised Business.

B. If Franchisee is a business entity (including but not limited to: a corporation, a limited liability corporation, a partnership, a limited liability partnership), then Franchisee must complete and sign the Principal Owner's Statement attached to this Agreement as Addendum F and each individual with an ownership interest in Franchisee must also sign Addendum F. Further, Franchisee represents, warrants, and covenants that:

(1) Franchisee is duly organized and validly exists under the laws of the state in which it was formed;

(2) Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

(3) The execution of this Agreement and the transactions contemplated hereby are within Franchisee's powers;

(4) The ownership interests in Franchisee are listed in Addendum F and are listed accurately and completely;

(5) Each and every person with an ownership interest in Franchisee shall sign the Guaranty Agreement attached to this Agreement as Addendum E and the original signed Guaranty Agreement shall be provided to DISCOVERY MAP INTERNATIONAL, INC.;

(6) The stated purpose of the business entity shall consist only of the development, ownership, operation and maintenance of the "DISCOVERY MAP®" Franchised Business;

(7) Franchisee shall not issue any additional stock, membership, or interests in Franchisee and no individual with ownership interest in Franchisee shall transfer, assign or pledge any ownership interest in Franchisee without the prior written consent of DISCOVERY MAP INTERNATIONAL, INC., and a legend setting forth same shall be contained in the business entity's organizational and governing documents and other appropriate documents such as certificates and stocks. DISCOVERY MAP INTERNATIONAL, INC., shall not withhold its consent to such issuance, transfer, assignment or pledge without a reasonable basis for doing so. In giving its consent, DISCOVERY MAP INTERNATIONAL, INC., shall have the right (but not the obligation) to impose one or more reasonable conditions;

(8) Whenever the ownership interests in Franchisee changes, Franchisee must provide an updated Addendum F to DISCOVERY MAP INTERNATIONAL, INC., within five (5) business days of the change and the new recipient(s) of an ownership interest in Franchisee must sign the Guaranty Agreement attached to this Agreement as Addendum E;

(9) Prior to DISCOVERY MAP INTERNATIONAL, INC.'s signing of this Agreement, Franchisee shall deliver to DISCOVERY MAP INTERNATIONAL, INC.,

photocopies of the organizational and governing documents and other documents such as certificates and stocks reflecting compliance with the provisions of this Subsection; and

(10) Operation of the Franchised Business is within the use for which the business entity is authorized in the jurisdiction in which the Franchised Business shall be conducted.

C. At the discretion of DISCOVERY MAP INTERNATIONAL, INC., Franchisee and any other shareholder, officer, member or partner of Franchisee shall sign the Guaranty Agreement in Addendum E hereto.

23. TERMINATION

A. Franchisee and DISCOVERY MAP INTERNATIONAL, INC., may terminate this Agreement at any time by mutual agreement.

B. Franchisee acknowledges that the strict performance of all the terms of this Agreement is necessary not only for protection of DISCOVERY MAP INTERNATIONAL, INC., but also for the protection of Franchisee and other franchisees of DISCOVERY MAP INTERNATIONAL, INC. As a result, Franchisee acknowledges and agrees that the occurrence of any of the following events, each or any of which shall be considered a material breach of this Agreement, constitutes reasonable grounds for termination of this Franchise Agreement by DISCOVERY MAP INTERNATIONAL, INC.; provided, however that Franchisee shall be given the opportunity, within fifteen (15) days after receipt of written notice of such material breach, to cure the default by promptly providing proof thereof to DISCOVERY MAP INTERNATIONAL, INC. Notwithstanding the foregoing, if the breach is curable but is of a nature which cannot reasonably be cured within such fifteen (15) day period and Franchisee has commenced and is continuing to make good faith efforts to cure the breach, Franchisee shall be given an additional reasonable period of time to cure the same, and this Agreement shall not terminate. If any such default is not cured within the specified time, this Agreement shall terminate effective immediately upon notice of termination from us to Franchisee. Franchisee shall be in default under this Agreement for failure to comply with any of the requirements imposed by this Agreement, as it may from time to time be reasonably supplemented by DISCOVERY MAP INTERNATIONAL, INC.'s Operations Manual or other manuals or for failure to carry out the terms of this Agreement in good faith. Such defaults include, but are not limited to:

(1) If, without the prior written consent of DISCOVERY MAP INTERNATIONAL, INC., Franchisee, or persons controlling, controlled by, or under common control with the Franchisee, shall have any interest, direct or indirect, in the ownership or operation of any business regardless of where located, engaged in the sale of products or services that are similar to those offered by DISCOVERY MAP®, or in any business, that looks like, copies, or imitates any "DISCOVERY MAP®" business, or operates in a manner tending to have such effect;

(2) If Franchisee shall fail to remit any payments when due under this Agreement;

(3) If Franchisee shall fail to equip, maintain, or remodel the Franchised Business in accordance with DISCOVERY MAP INTERNATIONAL, INC.'s plans and specifications;

(4) If Franchisee shall fail to submit to DISCOVERY MAP INTERNATIONAL, INC., financial reports or other information required under this Agreement, or to allow reasonable access to its records;

(5) If Franchisee shall fail to operate the Franchised Business in accordance with DISCOVERY MAP INTERNATIONAL, INC.'s Operations Manual or other manuals or shall fail to use products, methods, equipment or suppliers that conform to the specifications and standards of DISCOVERY MAP INTERNATIONAL, INC., or shall fail to maintain DISCOVERY MAP INTERNATIONAL, INC.'s standards of quality service in the operation of the Franchised Business;

(6) If Franchisee shall be in default under any lease or sublease of the Franchised Business site, and loses the right to possession as a result thereof;

(7) If Franchisee fails to obtain DISCOVERY MAP INTERNATIONAL, INC.'s prior written approval or consent as expressly required by this Agreement;

(8) If Franchisee shall fail to accurately or completely record all sales made in, upon or from the Franchised Business at the time of sale;

(9) If Franchisee breaches any other covenant, term, or provision of this Agreement;

(10) If Franchisee shall fail to print and distribute the Franchised Business' map within one (1) year of the signing of this Franchise Agreement, or fails to resell, reprint and otherwise renew the Franchised Business's map at least once annually;

(11) If Franchisee shall fail to comply with any of Franchisee's agreements with any third parties as related to the Franchised Business;

(12) If Franchisee generally shall not be paying the debts of the Franchised Business as they become due;

(13) If Franchisee shall fail to meet any applicable minimum sales performance standard as they may be modified or supplemented from time to time.

C. In the event Franchisee is delivered three (3) or more notices of material breach pertaining to any one or more of the foregoing events, whether or not cured after notice, during the initial term or any renewal terms of this Agreement, DISCOVERY MAP INTERNATIONAL, INC., shall have the right to terminate this Agreement. The effective date of any such termination noticed under this Subsection shall be upon the expiration of Franchisee's receipt of ten (10) days written notice to that effect, or such longer period as may be required by law.

D. Notwithstanding the foregoing, Franchisee shall be deemed to be in material breach and DISCOVERY MAP INTERNATIONAL, INC., at its option, may terminate this Agreement and all rights granted under it, without affording Franchisee any opportunity to cure the breach, effective immediately without written notice, if Franchisee does any of the following:

(1) Abandons, vacates, deserts, surrenders, transfers control or otherwise ceases operation of the Franchised Business or fails to continuously and actively operate the

Franchised Business for a period of five (5) consecutive days or any shorter period that indicates an intent by Franchisee to discontinue operation of the Franchised Business without the express written consent of DISCOVERY MAP INTERNATIONAL, INC., to do so, unless and only to the extent that Franchisee is precluded from doing so by damage to the Franchised Business due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchisee's reasonable control and so long as within thirty (30) days, Franchisee has begun and diligently pursued relocation or reestablishment of the Franchised Business;

(2) Misuses the DISCOVERY MAP INTERNATIONAL, INC., SYSTEM or Licensed Rights, or any other names, marks, systems, insignias, symbols, or rights provided by DISCOVERY MAP INTERNATIONAL, INC., to Franchisee, or otherwise materially impairs the goodwill associated therewith or DISCOVERY MAP INTERNATIONAL, INC.'s rights therein, or if Franchisee shall use at the Franchised Business any names, marks, systems, insignias, or symbols not authorized by DISCOVERY MAP INTERNATIONAL, INC.;

(3) Consistently (meaning twice or more in any twelve (12) month period) fails or refuses to submit when due any financial statement, tax return or schedule, or to pay when due the Royalty Fees or any other payments or to submit any required reports due to DISCOVERY MAP INTERNATIONAL, INC.;

(4) Intentionally underreports Gross Sales in any amount or negligently underreports Gross Sales by five percent (5%) or more during any reporting period; or intentionally misrepresents or overstates promised map quantities.

(5) Operates the Franchised Business in a manner that violates any federal, state, or local law, rule, regulation or ordinance;

(6) Has made a material misrepresentation to DISCOVERY MAP INTERNATIONAL, INC., or on Franchisee’s application to own and operate the Franchise or in conducting the Franchised Business;

(7) Attempts to transfer, assign or sub-franchise this Agreement without having the prior written consent of DISCOVERY MAP INTERNATIONAL, INC., in accordance with this Agreement;

(8) Except as explicitly permitted in this Agreement, discloses or divulges to any person or entity or copies or reproduces any of the contents of the Operations Manual or any other trade secrets or confidential information provided to Franchisee by DISCOVERY MAP INTERNATIONAL, INC., or by any of its subsidiaries or affiliates;

(9) Engages in any activity that has a material adverse effect on DISCOVERY MAP INTERNATIONAL, INC., and/or the Marks and/or engages in any other business within Franchisee’s Area;

(10) Is convicted of or pleads “nolo contendere” to a felony, a crime involving fraud, deception or moral turpitude, or any crime or offense likely, in the sole opinion of

DISCOVERY MAP INTERNATIONAL, INC., to materially and unfavorably affect the Licensed Rights, the Marks and/or the associated goodwill and reputation of "DISCOVERY MAP®" and/or DISCOVERY MAP INTERNATIONAL, INC.;

(11) (a) Fails to satisfy any material judgment (or several judgments which in the aggregate are material) within thirty (30) days unless a supersedes or other appeal bond has been filed; or (b) fails to have discharged within five (5) days an execution levied against Franchisee, Franchisee's business or property or any person with a controlling interest in Franchisee; or (c) fails to have dismissed within thirty (30) days a suit to foreclose any lien or mortgage against the Franchised Business, the equipment therein, or the land upon with the Franchised Business is situated; or (d) fails to have dismissed within a thirty (30) day period any attachments of Franchisee's bank accounts, property or receivables; or (e) if the real or personal property of Franchisee's business shall be sold after levy by any sheriff, marshal, or constable;

(12) Fails to maintain an independent contractor relationship with DISCOVERY MAP INTERNATIONAL, INC.

E. Notwithstanding the foregoing provisions of this Section, Franchisee shall be in breach under this Agreement and all rights granted under this Agreement will automatically terminate without notice to Franchisee, if Franchisee does any of the following:

(1) Makes an assignment for the benefit of creditors or an admission of Franchisee's inability to pay its obligations as they become due;

(2) Files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar release under any law, or admitting or failing to contest the material allegations of any such pleading filed against him, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of the assets of Franchisee or the Franchised Business, or the claims of creditors of Franchisee or the Franchised Business are abated or subject to moratorium under any laws.

F. In the event state law requires a notice period prior to the effective date of a termination under this Section, DISCOVERY MAP INTERNATIONAL, INC., shall have the right to take possession of the Franchised Business and diligently run it on Franchisee's behalf until such time as the termination becomes legally effective. Franchisee, on behalf of itself, Franchisee's heirs, and Franchisee's legal representatives, consents to such operation of the Franchised Business by DISCOVERY MAP INTERNATIONAL, INC., and releases and indemnifies DISCOVERY MAP INTERNATIONAL, INC., from any liability arising in connection with its operation of the Franchised Business pursuant to the terms of this Subsection.

24. EFFECT OF TERMINATION / EXPIRATION

A. Upon termination of this Agreement for any reason, or upon expiration of the term hereof, Franchisee agrees as follows:

(1) To pay immediately to DISCOVERY MAP INTERNATIONAL, INC., the full amount of all sums due under this Agreement;

(2) To cease immediately to use the "DISCOVERY MAP®" SYSTEM and all of the Licensed Rights provided by DISCOVERY MAP INTERNATIONAL, INC., hereunder including but not limited to the "DISCOVERY MAP®" trademarks, service marks, or any other mark registered by DISCOVERY MAP INTERNATIONAL, INC., its affiliates or any of DISCOVERY MAP INTERNATIONAL, INC., trade secrets, signs, symbols, devices, materials constituting part of the "DISCOVERY MAP®" SYSTEM, and any confusingly similar name, marks, systems, insignias, symbols and other rights, procedures or methods except to the extent permitted pursuant to Section 24 B;

(3) To return "DISCOVERY MAP®" Operations Manual and all other manuals, plans and specifications, designs, records, client lists, data, samples, models, programs, handbooks or drawings touching or concerning DISCOVERY MAP INTERNATIONAL, INC., operations or business;

(4) To cease immediately to hold itself out in any way as a franchisee of "DISCOVERY MAP®" or to do anything that would indicate any relationship between Franchisee and DISCOVERY MAP INTERNATIONAL, INC., except to the extent permitted pursuant to Section 24 B;

(5) To the extent possible, to remove or permanently cover any and all structures, signs or advertisements identifiable in any way with "DISCOVERY MAP®" name or image;

(6) To cease immediately conducting business as a Franchisee including, but not limited to, soliciting customers, selling advertising, collecting any and all monies including advertising revenues and map distribution; and

(7) Promptly assign to DISCOVERY MAP INTERNATIONAL, INC., any interest that Franchisee may have in the telephone number and telephone listing used by Franchisee in connection with the operation of the Franchised Business. Franchisee shall promptly transfer all telephone calls by call-forwarding to DISCOVERY MAP INTERNATIONAL, INC., or to such other party or entity as DISCOVERY MAP INTERNATIONAL, INC., shall direct; to execute any such instruments and take such actions as DISCOVERY MAP INTERNATIONAL, INC., may deem necessary to affect such transfer and call-forwarding of telephone calls. Franchisee acknowledges that this Agreement shall be conclusive evidence of DISCOVERY MAP INTERNATIONAL, INC.'s rights to such telephone numbers and directory listings and its authority to direct this transfer.

B. If Franchised Business premises are leased, and termination of this Agreement arises out of a default or defaults by Franchisee in complying with terms of this Agreement, DISCOVERY MAP INTERNATIONAL, INC., shall have the option to assume said lease (provided such assumption is permissible under the lease agreement between Franchisee and its lessor) and/or to purchase all or part of Franchisee's equipment (at the lesser of market value or Franchisee's cost less depreciation on a straight line basis) and to purchase (at Franchisee's cost) all or part of Franchisee's supplies and products used by Franchisee in the Franchised Business. Such option shall be exercised, if at all, in whole or in part, by DISCOVERY MAP INTERNATIONAL, INC., upon or within fifteen (15) days of termination of this Agreement. It is expressly understood that

this provision is an option that DISCOVERY MAP INTERNATIONAL, INC., may or may not exercise, and that DISCOVERY MAP INTERNATIONAL, INC., is under no obligation to do so. Franchisee will have every right to maintain its own property not bearing any of the marks of DISCOVERY MAP INTERNATIONAL, INC., including equipment and supplies, and is under no obligation to sell such property to DISCOVERY MAP INTERNATIONAL, INC.

25. ASSIGNMENT; CONDITIONS AND LIMITATIONS

If Franchisee is not an individual, the terms of this Section 25 and of Section 27 hereof, shall also be deemed to apply to any management agreement, sale, resale, pledge, assignment, transfer or encumbrance of voting stock of, or other ownership interest in Franchisee which would, alone or together with other related, previous, simultaneous or proposed transfers, result in a change of ownership or management control of Franchisee.

As used in this Agreement, the term "transfer" includes Franchisee's (or an owner's) voluntary, involuntary, direct or indirect, assignment, sale, gift, pledge, encumbrance, or other disposition of any interest in (1) this Agreement, (2) the Franchisee entity, (3) the Franchised Business governed by this Agreement, or (4) all or a substantial portion of the assets of the Franchised Business. It also includes an assignment of day-to-day operational responsibilities for the Franchised Business pursuant to an operating agreement or otherwise. A transfer of the Franchised Business' ownership, possession, or control, or all or a substantial portion of its assets, may be made only in compliance with the terms of this Agreement.

A. Franchisee shall neither sell, assign, transfer, nor encumber this Agreement, the franchise, the Licensed Rights, or any other interest hereunder, nor suffer or permit any such assignment, transfer or encumbrance to occur by operation of law or otherwise, without the prior written consent of DISCOVERY MAP INTERNATIONAL, INC., without complying with the terms of Section 27 hereof.

B. In the event Franchisee or its successor is not an individual, it is agreed as follows:

(1) The articles of incorporation (or other corporate charter pursuant to which Franchisee was formed) and the bylaws or operating agreement (or regulations or other instrument for the governance of the entity), or the partnership agreement, or other instruments pursuant to which Franchisee was created, shall reflect that the issuance and transfer of voting stock of, or other ownership interest therein ("securities"), is restricted by the terms of this Agreement. Franchisee shall furnish DISCOVERY MAP INTERNATIONAL, INC., at the time of execution of this Agreement or assignment to the corporation, limited liability company, partnership or other entity, an agreement executed by all stockholders, partners, members and other owners of any equity interest in Franchisee, stating that none of such entities will sell, assign or transfer voluntarily or by operation of law any securities of Franchisee to any other entity, other than existing stockholders or partners to the extent permitted hereunder, without the prior written consent of DISCOVERY MAP INTERNATIONAL, INC. All securities issued by Franchisee will bear a legend in substantially the following form, which shall be printed legibly and conspicuously thereon:

> "The transfer of these securities is restricted by the terms and conditions of Agreement(s) with DISCOVERY MAP INTERNATIONAL, INC. Any such

transfer does not represent the transfer of any of the rights or interests existing under such Agreements. Reference is made to said Agreements and restrictions in the charter or operating agreements of this entity, a copy of which restrictions will be mailed, without charge, to the holder thereof within five (5) days of written request therefore."

The Franchisee agrees to impose and enforce a stop transfer order against the transfer of any securities on Franchisee's records except transfers permitted by this Agreement.

C. Franchisee acknowledges and agrees that the restrictions on transfer imposed herein are reasonable and are necessary to protect the franchise; the "DISCOVERY MAP®" trademarks, service marks, trade secrets and operating procedures; "DISCOVERY MAP®" general high reputation and image; the "DISCOVERY MAP®" SYSTEM and Licensed Rights; as well as Franchisee and other "DISCOVERY MAP®" franchisees. Any assignment or transfer permitted by this Agreement shall not be effective until DISCOVERY MAP INTERNATIONAL, INC., receives a completely executed copy of all transfer documents and consents to such transfer in writing.

D. DISCOVERY MAP INTERNATIONAL, INC., agrees not to unreasonably withhold its consent to a sale, assignment or transfer by Franchisee hereunder. Consent to such transfer that is otherwise permitted, or permissible as reasonable, may be refused, unless:

(1) All ascertained debts of Franchisee to DISCOVERY MAP INTERNATIONAL, INC., are paid;

(2) Franchisee, at the time of the request to transfer and as of the date of transfer, is not in default under this Agreement or any other franchise agreement;

(3) The transferee satisfactorily completes the training required of new franchisees on DISCOVERY MAP INTERNATIONAL, INC.'s then-current terms;

(4) The transferee meets all of the requirements of DISCOVERY MAP INTERNATIONAL, INC., for new franchisees, including, but not limited to, good reputation and character, experience, business acumen, operational ability, financial strength and stability, willingness and ability to devote full time and best efforts to the operation of the Franchised Business and other business considerations as DISCOVERY MAP INTERNATIONAL, INC., may reasonably apply in evaluating new franchisees. DISCOVERY MAP INTERNATIONAL, INC., must be provided all information about the proposed transferee as DISCOVERY MAP INTERNATIONAL, INC., may reasonably require;

(5) The transferee executes and, in appropriate circumstances, causes all necessary parties to execute DISCOVERY MAP INTERNATIONAL, INC.'s then-current form of Franchise Agreement (provided that DISCOVERY MAP INTERNATIONAL, INC. reserves the right to decide whether such execution will serve to extend the then-remaining term of the franchise) and such other then-current ancillary agreements being required by DISCOVERY MAP INTERNATIONAL, INC.'s of new franchisees as of the date of transfer;

(6) Franchisee, except to the extent prohibited by state law, executes a general release of any and all claims against DISCOVERY MAP INTERNATIONAL, INC., and its subsidiaries and affiliates, and their respective officers, directors, agents and employees;

(7) Franchisee pays to DISCOVERY MAP INTERNATIONAL, INC., a non-refundable transfer fee equal to twenty-five percent (25%) of the then-current Initial Franchise Fee being charged to new franchisees to cover DISCOVERY MAP INTERNATIONAL, INC.'s reasonable costs in effecting the transfer;

(8) The proposed transfer is at a price and upon such terms and conditions as DISCOVERY MAP INTERNATIONAL, INC., in its sole and exclusive judgment, deems acceptable;

(9) Franchisee abides by all post-termination covenants including, without limitation, the covenant not to compete set forth in Section 28.

E. This Agreement shall inure to the benefit of DISCOVERY MAP INTERNATIONAL, INC., its successors and assigns, and DISCOVERY MAP INTERNATIONAL, INC., shall have the right to transfer or assign all or any part of its interest herein to any person or entity who agrees to assume DISCOVERY MAP INTERNATIONAL, INC.'s obligations under this Agreement.

26. DEATH, DISABILITY OR PERMANENT INCAPACITY OF FRANCHISEE

If the Franchisee or its principal owner dies or suffers a Permanent Disability, as defined below, while this Agreement is in effect, the individual's heirs, successors or beneficiaries will have ninety (90) days within which to complete initial training to our satisfaction (or appoint one of their number to do so) and pay the then-current training fees. If we approve the heirs, successors or beneficiaries or any of them as transferees of the Franchised Business, we will waive any transfer fee in connection with the transfer. If we advise the heirs or beneficiaries in writing that we do not approve them as transferees of the franchised business, or if we do not approve or disapprove the transfer within sixty (60) days following the death or Permanent Disability, the individual's heirs or beneficiaries will have one hundred twenty (120) additional days from the date of disapproval of the transfer within which to find and notify us of a proposed Transfer to a qualified transferee. If your heirs or beneficiaries do not submit a qualified transferee within the specified period, the Agreement will automatically terminate at the end of that period unless we have granted a written extension of time.

"Permanent Disability" means that the individual is unable, through mental or physical infirmity, to participate actively in the business for six (6) calendar months or more during a consecutive twelve (12) month period.

27. DISCOVERY MAP INTERNATIONAL, INC. RIGHT OF FIRST REFUSAL

If Franchisee receives from a third party and desires to accept a bona fide written offer to purchase Franchisee's business, franchise and interests hereunder (or seeks to effect a sale of the franchise), DISCOVERY MAP INTERNATIONAL, INC., shall have the option, exercisable within sixty (60) days after written notice and receipt of a copy of such offer, and the other information set forth in this Section 27, to purchase such business, franchise and interests hereunder, including Franchisee's right to occupy and use the Franchised Business, on the same terms and conditions as

offered to or by said third party. In order that DISCOVERY MAP INTERNATIONAL, INC., may have information sufficient to enable it to determine whether to exercise its option, Franchisee shall deliver to DISCOVERY MAP INTERNATIONAL, INC., to the extent requested by DISCOVERY MAP INTERNATIONAL, INC., certified financial statements as of the end of Franchisee's most recent fiscal year, any financial statements prepared by or for Franchisee since the end of such fiscal year and such other information about the business and operations of Franchisee as Franchisee has provided or will make available to such third party. If DISCOVERY MAP INTERNATIONAL, INC., does not exercise its option, Franchisee may, within ninety (90) days from the expiration of the option period, sell, assign and transfer its business, franchise and interests hereunder upon the same terms and conditions to said third party, provided DISCOVERY MAP INTERNATIONAL, INC., has consented to such transfer as required by Section 25 hereof.

If Franchisee fails to make such sale, assignment or transfer within this ninety (90) day period, or if there is any material change in the terms of the offer, this right of first refusal by DISCOVERY MAP INTERNATIONAL, INC., or its nominee shall again be applicable as in the case of an initial offer. Failure by DISCOVERY MAP INTERNATIONAL, INC., to exercise the option afforded by this Section 27 shall not constitute a waiver of any other provisions of this Agreement, including all of the requirements of Section 25 hereof with respect to the proposed transfer.

If Franchisee is not an individual, this right of first refusal shall apply to any management agreement, sale, resale, pledge, assignment, transfer or encumbrance of the voting stock of, or other ownership interest in, Franchisee which would, alone or together with other related, previous, simultaneous or proposed transfers, result in a change of control of Franchisee.

28. NON-COMPETITION COVENANTS

A. Franchisee and persons controlling, controlled by or under common control with Franchisee specifically acknowledge that, pursuant to this Agreement, Franchisee will receive valuable specialized training, trade secrets, and confidential information, including, without limitation, information regarding the management, operational and marketing methods and techniques of DISCOVERY MAP INTERNATIONAL, INC., and the "DISCOVERY MAP®" SYSTEM which are beyond the present skills and experience of Franchisee and Franchisee's managers and employees. Franchisee acknowledges that such specialized training, trade secrets, and confidential information provide a competitive advantage and will be valuable to Franchisee in the operation of the Franchised Business, and that gaining access to such specialized training, trade secrets, and confidential information is, therefore, a primary reason why Franchisee is entering into this Agreement. In consideration for such specialized training, trade secrets, confidential information and exclusive rights described above, Franchisee and persons controlling, controlled by or under common control with Franchisee agree and covenant as follows:

(1) during the term of this Agreement and for a continuous uninterrupted period of two (2) years commencing upon the effective date of expiration or termination of this Agreement or the date that Franchisee begins to comply with this Section, whichever is later, Franchisee shall not, either directly or indirectly, for Franchisee, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other business entity:

(a) solicit, divert or attempt to solicit or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with DISCOVERY MAP INTERNATIONAL, INC.'s Proprietary Marks and the "DISCOVERY MAP®" SYSTEM;

(b) employ or seek to employ any person who is at that time employed by DISCOVERY MAP INTERNATIONAL, INC., or by any other franchisee of DISCOVERY MAP INTERNATIONAL, INC., or otherwise directly or indirectly induce such person to leave his or her employment;

(c) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, consultant or otherwise, or have any interest in any business within the Area of the previously Franchised Business and/or any franchisee, DISCOVERY MAP INTERNATIONAL, INC.-owned or DISCOVERY MAP INTERNATIONAL, INC.'s affiliate-owned business in existence at the time this Franchise Agreement expires or is terminated, which is the same as or similar to the Franchised Business including, but not limited to, any business which is engaged in advertising-based tourist and visitor information maps (a "Competitive Business");

(d) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, consultant or otherwise, or have any direct or indirect interest in any business in the United States which is granting franchises or licenses to others to operate a Competitive Business within the Area of the previously Franchised Business and/or any franchisee, DISCOVERY MAP INTERNATIONAL, INC.-owned or DISCOVERY MAP INTERNATIONAL, INC.'s affiliate-owned business in existence at the time this Franchise Agreement expires or is terminated.

(2) At any time, during the term of this Agreement or, use, in connection with the operation of any business any of the Licensed Rights, or any other names, marks, systems, insignias, or symbols provided by DISCOVERY MAP INTERNATIONAL, INC., to Franchisee pursuant to this Agreement, or cause or permit any such business or its products or services to look like, copy or imitate the "DISCOVERY MAP®" Franchised Business or its products or services or to be operated in a manner tending to have such effect.

(3) It is the express intention of the parties to this Agreement to comply with all laws applicable to the covenants contained in this Agreement. If any of the covenants contained in this Section 28 are found to exceed in duration, geography or scope those permitted by applicable law, it is expressly agreed that such restrictive covenant may be reformed or modified by the final judgment of a court of competent jurisdiction, a duly appointed arbitrator or other lawful constituted authority to reflect a lawful and enforceable duration, geography or scope, and such covenant automatically shall be deemed to be amended and modified so as to comply with the judgment or order of such court or authority. If any one or more of the provisions contained in this Section 28 shall for any reason be held invalid,

illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

(4) Franchisee understands and acknowledges that DISCOVERY MAP INTERNATIONAL, INC., shall have the right, in its sole discretion, to reduce the duration, geography or scope of any covenant set forth in Section 28 in this Agreement, or any portion thereof, without its consent, effective immediately upon notice to Franchisee; and Franchisee agree that Franchisee shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 43 hereof.

(5) Franchisee expressly agrees that the existence of any claims Franchisee may have against DISCOVERY MAP INTERNATIONAL, INC., whether or not arising from this Agreement, shall not constitute a defense to the enforcement by DISCOVERY MAP INTERNATIONAL, INC., of the covenants in this Section 28.

(6) Franchisee understands and agrees that the restrictions contained in this Section 28 are reasonable and necessary to protect the legitimate interests of DISCOVERY MAP INTERNATIONAL, INC.

(7) Nothing contained in this Agreement shall prevent Franchisee from owning less than a one percent (1%) interest in any publicly traded equity or stock listed on a recognized national stock exchange or NASDAQ.

(8) Franchisee acknowledges and agrees that any failure to comply with the requirements of this Section 28 shall constitute a material event of default under this Agreement; that such failure will cause DISCOVERY MAP INTERNATIONAL, INC., irreparable injury, that money damages will not adequately compensate DISCOVERY MAP INTERNATIONAL, INC., and that DISCOVERY MAP INTERNATIONAL, INC., shall be entitled to enforce this Section 28 by a temporary restraining order and/or temporary, preliminary and/or permanent injunction, and/or specific performance, without the necessity of posting bond. This relief will be in addition to any other relief DISCOVERY MAP INTERNATIONAL, INC., may have under federal and/or state law. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by DISCOVERY MAP INTERNATIONAL, INC., in enforcing its rights under this Section 28.

During the term of this Agreement, any officer or area supervisor of DISCOVERY MAP INTERNATIONAL, INC., shall have the right to inspect any competing business interest in which Franchisee or Management Person has an interest, at reasonable times and during normal business hours, to the extent reasonably necessary to determine whether the conditions of this Section are being satisfied. If, by reason of such inspections or otherwise, DISCOVERY MAP INTERNATIONAL, INC., has reason to believe that Franchisee is in default hereunder, and Franchisee is so notified by DISCOVERY MAP INTERNATIONAL, INC., Franchisee shall have the burden of establishing that such default does not exist. Franchisee shall give notice to DISCOVERY MAP INTERNATIONAL, INC., of its response to any such default notice within ten (10) days of receipt thereof, and unless Franchisee denies that any such default exists, in which case DISCOVERY MAP INTERNATIONAL, INC., shall have the right to pursue any and all rights of remedy and enforcement available to it, either at law or in equity, Franchisee shall

immediately take steps to cure said default in a manner satisfactory to DISCOVERY MAP INTERNATIONAL, INC.

The provisions of this Section 28 shall survive any termination or expiration of this Agreement or any renewals or extensions thereof.

29. CONFIDENTIALITY

A. Franchisee, and persons controlling, controlled by or under common control with Franchisee, shall hold in confidence the "DISCOVERY MAP®" SYSTEM and shall not disclose any part thereof to any person or entity. It is understood and agreed that the "DISCOVERY MAP®" SYSTEM would, if used by others, give them a substantial competitive advantage, which advantage is presently enjoyed by DISCOVERY MAP INTERNATIONAL, INC., Franchisee accordingly agrees that it shall not, at any time, without DISCOVERY MAP INTERNATIONAL, INC.'s prior written consent, disclose (except to such employees or agents as must have access to such information in order to construct or operate the Franchised Business and who have signed confidentiality agreements) or use or permit the use of the "DISCOVERY MAP®" SYSTEM, or any part thereof, except as may be required by applicable law or authorized by this Agreement.

B. Franchisee, and persons controlling, controlled by or under common control with Franchisee, shall at all times use all reasonable efforts to keep confidential the Operations Manual, any other manuals or materials designated for use with the "DISCOVERY MAP®" SYSTEM and such other information as DISCOVERY MAP INTERNATIONAL, INC., may designate for confidential use with the "DISCOVERY MAP®" SYSTEM, as well as all other trade secrets, if any, and confidential information, knowledge and know-how concerning the construction or operation of the Franchised Business that may be imparted to, or acquired by, Franchisee in connection with this Agreement. Franchisee acknowledges that the unauthorized use or disclosure of such confidential information (and trade secrets, if any) will cause incalculable and irreparable injury to DISCOVERY MAP INTERNATIONAL, INC., Any and all information, knowledge and know-how, not generally known in the advertising business, about the "DISCOVERY MAP®" products, equipment, services, standards, specifications, systems, procedures and techniques, and such other information or materials as DISCOVERY MAP INTERNATIONAL, INC., may designate as confidential, shall be deemed confidential for purposes of this Agreement, except information that Franchisee can demonstrate came to its attention prior to disclosure thereof by DISCOVERY MAP INTERNATIONAL, INC., or that is or has become a part of the public domain through publication or authorized communication by others. The Operations Manual, any other manuals or materials designated for use with the "DISCOVERY MAP®" SYSTEM, and all confidential information and trade secrets that comprise it shall at all times be deemed to be, and shall remain, the sole property of DISCOVERY MAP INTERNATIONAL, INC., and Franchisee shall acquire no rights, title or interest therein by virtue of its authorization pursuant to this Agreement to possess and use the same.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT DISCOVERY MAP INTERNATIONAL, INC.'S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE CONTENTS OF THE OPERATIONS MANUAL, TRADE SECRETS, AND ANY COMPONENT OF THE "DISCOVERY MAP®" SYSTEM THAT DOES NOT CONSTITUTE A TRADE SECRET BUT THAT OTHERWISE IS TREATED BY DISCOVERY MAP INTERNATIONAL, INC., AS SECRET AND CONFIDENTIAL.

The provisions of this Section 29 shall survive any termination or expiration of this Agreement or any renewals or extensions thereof.

30. NON-DISCLOSURE AND NON-COMPETITION AGREEMENTS

Franchisee shall cause any person who is actively involved in the Franchised Business, at the time he enters his employment, to enter into a Non-Disclosure and Non-Competition Agreement in the form provided by DISCOVERY MAP INTERNATIONAL, INC., a copy of the current form is Addendum C hereto. Franchisee shall use his best efforts to prevent any such persons from using, in connection with the operation of any competing business wherever located, the "DISCOVERY MAP®" SYSTEM or any part thereof or any of the Licensed Rights or from operating any business that looks like, copies or imitates any "DISCOVERY MAP®" franchised business or operates in a manner tending to have such effect. If Franchisee has reason to believe that any such person has violated the provisions of the Non-Disclosure and Non-Competition Agreement, Franchisee shall notify DISCOVERY MAP INTERNATIONAL, INC., and shall cooperate with DISCOVERY MAP INTERNATIONAL, INC., to protect DISCOVERY MAP INTERNATIONAL, INC., against infringement or other unlawful use of the Licensed Rights or the "DISCOVERY MAP®" SYSTEM, including, but not limited to, the prosecution of any lawsuits if, in the judgment of DISCOVERY MAP INTERNATIONAL, INC., counsel, such action is necessary and advisable.

31. CROSS-DEFAULT

Any default by Franchisee of any other agreement between DISCOVERY MAP INTERNATIONAL, INC., and Franchisee shall constitute a default under this Agreement, and any default by Franchisee under this Agreement shall constitute a default under any and all other agreements between DISCOVERY MAP INTERNATIONAL, INC., and Franchisee. If the nature of such default under any other agreement would have permitted DISCOVERY MAP INTERNATIONAL, INC., to terminate this Agreement had said default occurred hereunder, DISCOVERY MAP INTERNATIONAL, INC., shall have the right to terminate all of the other agreements between DISCOVERY MAP INTERNATIONAL, INC., and Franchisee in the same manner as provided herein for termination of this Agreement.

32. NOTICES

All notices required to be given hereunder shall be in writing and all such notices, and any other material required to be delivered hereunder, shall be considered duly given if (i) hand delivered or (ii) sent by registered or certified mail, postage prepaid, return receipt requested or (iii) sent by overnight or express delivery paid for by sender, and addressed as follows:

A. If to DISCOVERY MAP INTERNATIONAL, INC., at:
5197 Main Street, Suite 8, P.O. Box 726, Waitsfield, Vermont 05673;

B. If to Franchisee at:

_____
_____
_____

or at such other address as DISCOVERY MAP INTERNATIONAL, INC., or Franchisee shall have specified by written notice pursuant to the terms of this Section 32. NOTICES to the other party hereunder. Such notice shall be deemed to have been received (i) if hand delivered, on the date delivered; (ii) if by registered or certified mail, then three (3) days after mailing; and (iii) if by overnight or express delivery, then the day after being sent.

33. ARBITRATION

A. DISCOVERY MAP INTERNATIONAL, INC., and Franchisee agree that it is in their best interests to resolve claims, controversies and disputes arising out of or relating to Franchisee's operation of the Franchised Business under this Agreement between them in an orderly fashion and in a consistent manner. For that reason, DISCOVERY MAP INTERNATIONAL, INC., and Franchisee agree as follows:

(1) Except for matters where either party seeks equitable relief, neither party will seek a judicial resolution of a dispute between them without first requesting a meeting or telephone conference with the other party by written notice, which notice will designate a party who is a senior executive with authority to reach a resolution of the dispute on their behalf. The party receiving the notice will also designate a representative of similar authority for the purpose of discussing the specific matter in dispute. If Franchisee is an individual, Franchisee must be the designated representative. At least one meeting or telephone conference of the designated representatives will be held in an effort to resolve the dispute. The parties will agree on a location, date and time for the meeting or telephone conference which must be within thirty (30) days of the initial notice. If the meetings and telephone conferences do not resolve the dispute, either party may pursue mediation in accordance with Subsection 33(A)(2).

(2) If the dispute is not resolved pursuant to Subsection 33(A)(1), the parties shall submit the dispute to mediation in accordance with the Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association unless both parties agree to waive mediation and proceed directly to arbitration as set forth in Subsection 33(A)(3).

(3) If the parties have not resolved a claim, controversy or dispute by negotiation, mediation, or otherwise (which the parties will make a diligent effort to do) or if a claim, controversy or dispute arises subsequent to the termination or expiration of this Agreement, such claim, controversy or dispute shall be referred to Arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association ("AAA"), as amended (and specifically including the optional rules). If such Rules are in any way contrary to or in conflict with this Agreement, the terms of this Agreement shall control. The law of the State of Vermont shall govern the construction and interpretation of this Agreement in Arbitration.

B. The Arbitration proceedings shall be conducted before a single arbitrator, selected in accordance with AAA Rules, and shall be a member of the bar of the State of Vermont, who has been actively engaged in the practice of law for at least ten (10) years. Prior to the commencement of hearings, the arbitrator shall provide an oath of undertaking of impartiality.

C. Arbitration shall take place in Vermont. The award of the arbitrator shall be final and judgment upon the award rendered in Arbitration may be entered in any Court having jurisdiction thereof. The costs and expenses of Arbitration, including compensation and expenses of the arbitrator, shall be borne by the non-prevailing party.

D. Any party to this Agreement may bring an action, including a summary or expedited proceeding to compel Arbitration of any such dispute or controversy, in a court of competent jurisdiction in Vermont and, further, may seek provisional or ancillary remedies including temporary or injunctive relief in connection with such dispute or controversy, without providing or posting any bond or security regardless of any legal requirements to do so, provided that the dispute or controversy is ultimately resolved through binding Arbitration conducted in accordance with the terms and conditions of this Agreement.

E. In proceeding with Arbitration and in making determinations hereunder, the arbitrator shall not (except as provided in section 28.A.4) extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by DISCOVERY MAP INTERNATIONAL, INC., in good faith. Notice of or request to or demand for Arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement.

34. REMEDIES CUMULATIVE

All rights and remedies of the parties hereto shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any actual or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee and DISCOVERY MAP INTERNATIONAL, INC., or its affiliates. The rights and remedies of the parties hereto shall be continuing and may be exercised at any time or from time to time. The expiration, earlier termination, or exercise of DISCOVERY MAP INTERNATIONAL, INC.'s rights pursuant to Section 23 of this Agreement shall not discharge or release Franchisee from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination, or the exercise of such rights under this Agreement.

35. INJUNCTIVE RELIEF

A. Nothing in this Agreement shall bar DISCOVERY MAP INTERNATIONAL, INC.'s right to seek specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause it loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee specifically acknowledges that any failure by Franchisee to comply with the requirements of Sections 28, 29 and/or 30 of this Agreement will cause DISCOVERY MAP INTERNATIONAL, INC., irreparable injury and that DISCOVERY MAP INTERNATIONAL, INC., shall be entitled to obtain specific performance of, and/or an injunction against any violation of, such requirements. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by DISCOVERY MAP INTERNATIONAL, INC., in obtaining specific performance of, and/or an injunction against any violation of, the requirements of this Agreement. The foregoing remedies shall be in addition to any other legal or equitable remedies that DISCOVERY MAP INTERNATIONAL, INC., may possess.

B. Franchisee agrees that DISCOVERY MAP INTERNATIONAL, INC., will not be required to post a bond to obtain any injunctive relief and that Franchisee's only remedy if an injunction is entered against Franchisee will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by reason of the wrongful issuance of such injunction being expressly waived hereby).

C. Should legal proceedings have to be brought by DISCOVERY MAP INTERNATIONAL, INC., against Franchisee to enforce any Non-Competition Covenant or for Franchisee's failure to maintain Confidentiality and Protect against Infringement, the period of restriction shall be deemed to begin running on the date of entry of an order granting DISCOVERY MAP INTERNATIONAL, INC., injunctive relief and shall continue uninterrupted for the remainder of the period of restriction.

36. DAMAGES, NO CLASS ACTION OR CONSOLIDATED ACTION, AND WAIVER OF JURY TRIAL

The parties waive, to the extent permitted by law, any claim for punitive or exemplary damages against each other, regardless of each parties' respective right to such damages under the choice of law provision herein. The parties agree that the relationship contemplated by this Agreement is a unique and individual relationship between the parties and will be characterized by unique circumstances, actions and experiences that relate only to the Franchisee and its relationship with DISCOVERY MAP INTERNATIONAL, INC., THEREFORE, THE PARTIES AGREE THAT ANY ARBITRATION OR LITIGATION BETWEEN OR AMONG THE PARTIES TO THIS AGREEMENT AND ANY OF THEIR AFFILIATES WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT ON A CONSOLIDATED OR CLASS-WIDE BASIS. FURTHERMORE, THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

37. AMOUNTS OWED DISCOVERY MAP INTERNATIONAL, INC.; COSTS AND ATTORNEYS' FEES

Franchisee shall, during the term of this Agreement and, promptly pay all sums owing to DISCOVERY MAP INTERNATIONAL, INC., and DISCOVERY MAP INTERNATIONAL, INC.'s affiliates. If a claim for amounts owed by Franchisee to DISCOVERY MAP INTERNATIONAL, INC., is asserted in any judicial proceeding, or DISCOVERY MAP INTERNATIONAL, INC., or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys' arbitrators' and expert witness fees, cost of investigation and proof of facts, and court costs, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If DISCOVERY MAP INTERNATIONAL, INC., is required to engage legal counsel (including in-house counsel) in connection with any failure by Franchisee to pay when due all monies owed hereunder or submit when due any reports, information or supporting records, in connection with any failure to otherwise comply with this Agreement, Franchisee shall reimburse DISCOVERY MAP INTERNATIONAL, INC., for any of the above-listed costs and expenses incurred by it, regardless of whether or not any type of binding order or judgment is already entered. Franchisee's duty to pay the fees and costs described above shall survive termination or expiration of this Agreement.

38. WAIVER

No waiver by DISCOVERY MAP INTERNATIONAL, INC., or by Franchisee of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by DISCOVERY MAP INTERNATIONAL, INC., of any payments due to it hereunder shall not be deemed to be a waiver by DISCOVERY MAP INTERNATIONAL, INC., of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement. Any conditional waiver granted by DISCOVERY MAP INTERNATIONAL, INC., shall be subject to DISCOVERY MAP INTERNATIONAL, INC.'s continuing review, may subsequently be revoked for any reason effective upon Franchisee's receipt of ten (10) days prior written notice to that effect, and shall be without prejudice to any other rights DISCOVERY MAP INTERNATIONAL, INC., may have.

39. CONSENTS

Whenever this Agreement requires DISCOVERY MAP INTERNATIONAL, INC.'s approval or consent, Franchisee shall make a timely written request to DISCOVERY MAP INTERNATIONAL, INC., and such approval shall only be effective if obtained in writing.

40. MODIFICATION OF THE SYSTEM

Franchisee recognizes and agrees that from time to time hereafter DISCOVERY MAP INTERNATIONAL, INC., may change or modify the "DISCOVERY MAP®" SYSTEM as presently described in the Operations Manual and as identified by DISCOVERY MAP INTERNATIONAL, INC.'s Marks, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new computer programs and systems, new types or brands of merchandise and products, new inventory, new equipment requirements or new techniques and that Franchisee will accept, use and display for the purpose of this Agreement any such changes in the DISCOVERY MAP INTERNATIONAL, INC., SYSTEM, as if they were part of this Agreement at the time of execution hereof. Franchisee will make such expenditures as such changes or modifications in the DISCOVERY MAP INTERNATIONAL, INC., SYSTEM as DISCOVERY MAP INTERNATIONAL, INC., may require. Franchisee shall not change, modify or alter in any way any material aspect of the "DISCOVERY MAP®" SYSTEM, without the prior written consent of DISCOVERY MAP INTERNATIONAL, INC.

41. ACKNOWLEDGMENTS

Franchisee acknowledges that:

A. Franchisee acknowledges that it has not received any representations from DISCOVERY MAP INTERNATIONAL, INC., or its officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein or contrary to anything contained in the Franchise Disclosure Document it received from DISCOVERY MAP INTERNATIONAL, INC.;

B. Franchisee has received, read and understood this Agreement, the attachments hereto, if any, and DISCOVERY MAP INTERNATIONAL, INC., has fully and adequately explained the provisions of each to Franchisee's satisfaction, and DISCOVERY MAP INTERNATIONAL, INC., has advised and accorded Franchisee ample time and opportunity to consult with advisors and attorneys of its own choosing about the potential benefits and risks of entering into this Agreement;

C. Franchisee has been afforded sufficient opportunity to review the DISCOVERY MAP INTERNATIONAL, INC., Operations Manual prior to signing this Agreement;

D. Franchisee is aware of the fact that DISCOVERY MAP INTERNATIONAL, INC., may, in the future, modify its franchise agreements, that some franchisees may operate under different forms of agreements and, consequently, that DISCOVERY MAP INTERNATIONAL, INC.'s obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

42. JOINT AND SEVERAL OBLIGATION

If Franchisee consists of more than one (1) person, their liability under this Agreement shall be joint and several.

43. GOVERNING LAW; CONSENT TO JURISDICTION

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 *et seq*.), as amended, this Agreement and the franchise rights granted herein shall be governed by and construed in accordance with the laws of the State of Vermont. If, however, any provision, or portion hereof in any way contravenes the laws of any state or jurisdiction where this Agreement is to be performed, such provision, or portion thereof, shall be deemed to be modified to the extent necessary to conform to such laws, and still be consistent with the parties' intent as evidenced herein. All claims which, as a matter of law or public policy, cannot be submitted to arbitration in accordance with Section 33 shall be brought within Vermont in the judicial district in which DISCOVERY MAP INTERNATIONAL, INC., has its principal place of business; provided, however, with respect to any action which includes injunctive relief, DISCOVERY MAP INTERNATIONAL, INC., may bring such action in any court in any state which has jurisdiction. Franchisee irrevocably submits to the jurisdiction of such courts and waives any objection Franchisee may have to either the jurisdiction or venue of such court.

44. ENTIRE AGREEMENT

This Agreement, and the attachments hereto, constitute the entire Agreement between DISCOVERY MAP INTERNATIONAL, INC., and Franchisee with respect to the subject matter hereof, and this Agreement supersedes all prior and contemporaneous agreements between DISCOVERY MAP INTERNATIONAL, INC., and Franchisee in connection with the subject matter of this Agreement. No officer, employee or other servant or agent of DISCOVERY MAP INTERNATIONAL, INC., or Franchisee is authorized to make any representation, warranty or other promise not contained in this Agreement or the Franchise Disclosure Document provided to the Franchisee by DISCOVERY MAP INTERNATIONAL, INC. Except as otherwise provided

herein and except for the company's right to change the Operations Manual and the DISCOVERY MAP® SYSTEM from time to time, no amendment or termination of this Agreement shall be binding upon DISCOVERY MAP INTERNATIONAL, INC., or Franchisee unless in writing and signed by an authorized officer of DISCOVERY MAP INTERNATIONAL, INC., and Franchisee. Nothing in this Agreement is intended to disclaim the representations DISCOVERY MAP INTERNATIONAL, INC., has made in the Franchise Disclosure Document that DISCOVERY MAP INTERNATIONAL, INC., furnished to Franchisee.

45. SEVERABILITY

If any part of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then that provision shall be reformed or modified by the final judgment of a court of competent jurisdiction, a duly appointed arbitrator or other lawful constituted authority to reflect a lawful and enforceable provision of similar substance and purpose to the original, and such provision automatically shall be deemed to be amended and modified so as to comply with the judgment or order of such court or authority, however such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance.

46. HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

47. GENDER

Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine and the singular number, the plural and vice versa.

48. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

49. EFFECTIVE DATE

This Agreement shall be effective as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written,

"FRANCHISOR" DISCOVERY MAP INTERNATIONAL, INC.

BY:_____

OFFICE HELD:_____WITNESSED BY:_____

"FRANCHISEE", BY:_____

WITNESSED BY:_____

SIGNATURE AND DESIGNATION OF SOLE PROPRIETOR OR PARTNER AS THE CASE MAY BE)

FRANCHISEE, OFFICERS AND SHAREHOLDERS

In the event Franchisee is a corporation, limited liability company or other legal entity then in accordance with this Agreement, the undersigned, who are all of the executive officers or shareholders or members, or other equity participants owning twenty percent (20%) or more of the Franchisee, each agree to be jointly and severally personally liable for Franchisee's payment and performance of this Agreement and join in this Agreement on behalf of Franchisee.

_____ _____
PRINT NAME SIGNATURE

_____ _____
OFFICER TITLE/NATURE OF EQUITY INTEREST DATE

_____ _____
PRINT NAME SIGNATURE

_____ _____
OFFICER TITLE/NATURE OF EQUITY INTEREST DATE

WITNESSED BY:_____

Franchise Number:
Franchise Name:

ADDENDUM A TO FRANCHISE AGREEMENT

DISCOVERY MAP INTERNATIONAL, INC.

FRANCHISEE'S AREA OF EXCLUSIVE RIGHTS

In accordance with the provisions of Section 3 of the Franchise Agreement, the map on the following page is included herein as identification of the Franchisee's Area of Exclusive Rights.

The designated area highlighted on the attached map and marked with geographic boundaries is the Area in which the Franchisee shall have the rights described in the Franchise Agreement to use the "DISCOVERY MAP®" SYSTEM and the Licensed Rights.

Dated this day, _____.

FRANCHISEE(S) DISCOVERY MAP INTERNATIONAL, INC.

_____ _____

_____

Franchise Number:
Franchise Name:

ADDENDUM B TO FRANCHISE AGREEMENT

DISCOVERY MAP INTERNATIONAL, INC.

NOTICE OF KEY EMPLOYEES

In accordance with the provisions of Section 14 of the Franchise Agreement, the following list of owners, partners, or employees are hereby identified as Key Employees of the Franchised Business. Each of the following people shall attend DISCOVERY MAP INTERNATIONAL, INC.'s initial training program in Waitsfield, Vermont, and shall be jointly and severable responsible for operating the Franchised Business in accordance with the standards of the "DISCOVERY MAP®" SYSTEM, and the Agreement. Franchisee will use its best efforts to see that each of the so-named individuals will at all times abide by the standards and specifications of the "DISCOVERY MAP®" SYSTEM, the Agreement, and the Licensed Rights and will at all times assume personal responsibility for their continued compliance with those standards and specifications; and will promptly notify DISCOVERY MAP INTERNATIONAL, INC., if any of them shall at any time during the term of the Agreement divest themselves of ownership, partnership, or employment, as the case may be, with Franchisee. In accordance with the provisions of Section 14 of the Agreement, DISCOVERY MAP INTERNATIONAL, INC., reserves the right to amend this list at any time, and from time to time, should the participants so noted change.

KEY EMPLOYEES:

NAMES	RELATIONSHIP TO FRANCHISEE
_____	_____
_____	_____
_____	_____

Dated this day _____,

FRANCHISEE(S)	DISCOVERY MAP INTERNATIONAL, INC.
_____	_____
_____	

Franchise Number:
Franchise Name:

ADDENDUM C TO FRANCHISE AGREEMENT
DISCOVERY MAP INTERNATIONAL, INC.

NON-DISCLOSURE
AND
NON-COMPETITION AGREEMENT

This Agreement is made and entered into this day, _____ between DISCOVERY MAP INTERNATIONAL, INC., a Vermont corporation ("DMI"), _____ ("Franchisee") and _____ ("Trainee").

RECITALS

WHEREAS, DMI has developed, is using and is the owner of all rights in a unique system (the ""DISCOVERY MAP®" SYSTEM") for the development and operation of alternative advertising in the form of tourist and visitor information maps that include advertising space typically purchased by restaurants, resorts, retail stores, local attractions and other businesses in the community under the name and mark "DISCOVERY MAP®" ("Maps"); and

WHEREAS, the "DISCOVERY MAP®" SYSTEM includes but is not limited to certain trade names, trademarks, trade dress and logos including, but not limited to, the mark DISCOVERY MAP® and such other trade names and trademarks as DMI may develop in the future for the purposes of identifying the "DISCOVERY MAP®" SYSTEM, and such other distinguishing characteristics of the "DISCOVERY MAP®" SYSTEM including, without limitation, distinctive map design and color schemes; knowledge and procedures for map sales and production; inventory, management and financial control methods; and training and assistance, all of which constitute trade secrets of DMI and all of which may be changed, improved and further developed by DMI from time to time (hereafter referred to as the "Trade Secrets"); and

WHEREAS, DMI's Trade Secrets provide economic advantages to DMI and are not generally known to nor readily ascertainable by proper means by DMI's competitors who could obtain economic value from knowledge and use of DMI's Trade Secrets; and

WHEREAS, DMI has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy DMI's Trade Secrets; and

WHEREAS, DMI has granted Franchisee a limited right to operate a DMI Franchised Business (as defined in the Franchise Agreement), using the "DISCOVERY MAP®" SYSTEM and DMI's Trade Secrets for the period defined in the Franchise Agreement made and entered into between DMI and Franchisee ("Franchise Agreement"); and

WHEREAS, DMI and Franchisee have agreed in the Franchise Agreement on the importance to DMI and to the Franchisee and other licensed users of the "DISCOVERY MAP®" SYSTEM of restricting use, access and dissemination of DMI's Trade Secrets; and

WHEREAS, it will be necessary for certain employees or contractors of Franchisee to have access to and to use some or all of DMI's Trade Secrets in the development and maintenance of Franchisee's Maps using the "DISCOVERY MAP®" SYSTEM: and

WHEREAS, Franchisee has agreed to obtain from certain key employees or contractors written agreements protecting DMI's Trade Secrets and the "DISCOVERY MAP®" SYSTEM against unfair competition; and

WHEREAS, Trainee wishes to remain, or wishes to become, an employee or contractor of Franchisee; and

WHEREAS, Trainee wishes and needs to receive and use DMI's Trade Secrets in the course of Trainee's employment or contract in order to effectively perform Trainee's services for Franchisee;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. DMI and/or Franchisee shall disclose to Trainee some or all of DMI's Trade Secrets relating to the "DISCOVERY MAP®" SYSTEM.

2. Trainee shall receive DMI's Trade Secrets in confidence, maintain them in confidence, and use them only in the course of Trainee's employment by or contract with Franchisee for so long as Franchisee is licensed by DMI to use the "DISCOVERY MAP®" SYSTEM.

3. Trainee shall not at any time make copies of any documents or compilations containing some or all of DMI's Trade Secrets without the express written permission of DMI.

4. Trainee shall not disclose or permit the disclosure of DMI's Trade Secrets except to other employees or contractors of Franchisee and only to the limited extent necessary to train or assist other employees or contractors of Franchisee in the operation of the Franchised Business and who have also signed Non-Disclosure and Non-Competition Agreements approved by the company.

5. That all information and materials contained in the Operations Manual (as defined in the Franchise Agreement) or in any training materials provided to the Franchisee or the Trainee by DISCOVERY MAP INTERNATIONAL, INC., including without limitation, drawings, specifications, techniques and compilations of data and whether or not designated as confidential are all DMI's Trade Secrets.

6. Trainee shall surrender the ***"DISCOVERY MAP® Operations Manual*** and any other material containing some or all of DMI's Trade Secrets to Franchisee or to DMI, upon request, or upon termination of employment or contract by Franchisee, or upon conclusion of the use for which the ***"DISCOVERY MAP® Operations Manual*** or other information or material may have been furnished to Trainee.

7. Trainee shall not, directly or indirectly, do any act, which would or would likely to be injurious or prejudicial to the goodwill associated with the "DISCOVERY MAP®" SYSTEM, or omit to do any act, the omission of which would do the same.

8. In order to protect the goodwill and unique qualities of the "DISCOVERY MAP®" SYSTEM and the confidentiality and value of DMI's Trade Secrets, and in consideration for the disclosure to Trainee of DMI's Trade Secrets, Trainee further undertakes and covenants that, during the time he is employed by or contracts with Franchisee and for a continuous uninterrupted

period of two (2) years commencing upon the effective date of termination of Trainee's employment by any party or the date that Trainee begins to comply with this Section, whichever is later, Trainee shall not, either directly or indirectly, for or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other business entity:

(a) solicit, divert or attempt to solicit or attempt to divert any business or customer of the Franchisee's Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with DISCOVERY MAP INTERNATIONAL, INC.'s Proprietary Marks and the "DISCOVERY MAP®" SYSTEM;

(b) employ or seek to employ any person who is at that time employed by DISCOVERY MAP INTERNATIONAL, INC., or by any franchisee of DISCOVERY MAP INTERNATIONAL, INC., or otherwise directly or indirectly induce such person to leave his or her employment;

(c) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, consultant or otherwise, or have any interest in any business within the Franchisee's or any other franchisee's Area of Exclusive Rights or that of any DISCOVERY MAP INTERNATIONAL, INC.-owned or DISCOVERY MAP INTERNATIONAL, INC.'s affiliate-owned business in existence at the Trainee's employment is terminated by any party, which is the same as or similar to the Franchised Business including, but not limited to, any business which is engaged in advertising based tourist and visitor information maps (a "Competitive Business");

(d) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, consultant or otherwise, or have any direct or indirect interest in any business in the United States which is granting franchises or licenses to others to operate a Competitive Business within the Area of Exclusive Rights of the Franchisee' and/or any franchisee, DISCOVERY MAP INTERNATIONAL, INC.-owned or DISCOVERY MAP INTERNATIONAL, INC.'s affiliate-owned business in existence at the time Trainee's employment is terminated by any party.

9. In further consideration for the disclosure to Trainee of DMI's Trade Secrets and to protect the uniqueness of the DISCOVERY MAP SYSTEM, Trainee agrees that for two (2) years following the termination of Trainee's employment or contract with Franchisee, Trainee will not, without the prior written consent of DMI,:

(a) Directly or indirectly, for himself or through, on behalf of or in conjunction with any Person, partnership, limited liability company, corporation or business entity, engage in or acquire any financial or beneficial interest in (including interest in corporations, partnerships, limited liability company, trusts, unincorporated associations or joint ventures), advise, help or make loans to any entity involved in business which is the same as or similar to that conducted "DISCOVERY MAP®" including, but not limited to, any business which provides advertising in the form of tourist and visitor information maps which business is, or is intended to be located, within the United States;

(b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of DMI or any DMI Franchisee to any competitor; or

(c) Employ, contract or seek to employ or contract any person who is at the time employed by or contract with Franchisee, DMI or any affiliate or franchisee of DMI or otherwise directly or indirectly induce such persons to leave his or her employment or contract.

10. Franchisee undertakes to use its best efforts to ensure that Trainee acts as required by this Agreement.

11. Trainee agrees that in the event of a breach of this Agreement, DMI would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, DMI shall be entitled to enforce the provisions of this Agreement against Franchisee and Trainee, and may seek, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

12. If any Court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be unenforceable as written, its provisions shall be determined to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

13. Should legal proceedings have to be brought by DMI against Trainee to enforce any Non-Competition Covenant or for Trainee's failure to maintain Confidentiality, the period of restriction shall be deemed to begin running on the date of entry of an order granting DMI preliminary injunctive relief and shall continue uninterrupted for the entire period of restriction.

14. This Agreement shall be governed by and construed under the laws of the State of Vermont.

15. DISCOVERY MAP INTERNATIONAL, INC., may assign its rights under this agreement. Trainee may not assign or delegate responsibility to perform its obligations under this agreement.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISEE	TRAINEE
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

ADDENDUM D TO FRANCHISE AGREEMENT
TRANSFER OF SERVICE AGREEMENT

(For Each Service Provider)_____
(Name of Telephone Company)

_____
(Address)

In the event my "DISCOVERY MAP®" franchised business is discontinued for any reason, I hereby release the use of the following telephone number(s):
_____ to DISCOVERY MAP INTERNATIONAL, INC., or its designee.

The undersigned telephone customer hereby appoints DISCOVERY MAP INTERNATIONAL, INC., as its attorney in fact with full power to effect the transfer and assignment of the telephone numbers and to forward calls received on those numbers to whatever account or number it shall determine in its discretion.

_____
(Present Customer's Name)

_____ _____
(Present Customer's Signature) (Date)

_____
(Title if Customer is an entity)

SWORN AND SUBSCRIBED before me by the said_____ on the _____ day of_____, 20___.

_____ Notary Public, State of _____
(Notary Signature)

I hereby assume all charges outstanding, either billed or unbilled, including White Pages directory charges, on the telephone number(s) listed above.

_____ _____
(New Customer's Signature) (Date)
SWORN AND SUBSCRIBED before me by the said_____ on the _____ day of_____ 20___.

_____ Notary Public, State of _____
(Notary Signature)

Franchise Number:
Franchise Name:

ADDENDUM E TO FRANCHISE AGREEMENT

GUARANTY AGREEMENT

This guaranty agreement is entered into on this day _____, between _____of _____("Guarantor") and DISCOVERY MAP INTERNATIONAL, INC., of Waitsfield, Vermont ("Franchisor")

WHEREAS:

Franchisor and _____("Franchisee") have entered into a Franchise Agreement dated _____; and

Guarantor is a shareholder, director, officer, member, and/or partner of Franchisee.

Now Therefore, in consideration of and as an inducement to Franchisor to enter into the Franchise Agreement with Franchisee, Guarantor hereby covenants and agrees as follows:

1. Guarantor warrants that the facts contained in the Recitals above are correct;

2. Guarantor has read the terms and conditions of the Franchise Agreement;

3. Guarantor personally and unconditionally makes all the covenants, representations and agreements of Franchisee set forth in the Franchise Agreement and that Franchisee is obligated to perform thereunder;

4. Guarantor personally and unconditionally guarantees to Franchisor and its successors and assigns that all of Franchisee's obligations, undertakings, agreements and covenants in favor of DISCOVERY MAP INTERNATIONAL, INC., whether set forth in the Franchise Agreement or not and whether arising out of the Franchise Agreement or not will be punctually paid and performed during the term of the Franchise Agreement and, as applicable;

5. Guarantor unconditionally agrees to be personally bound by, and personally liable for any breach of, each and every provision of the Franchise Agreement by Franchisee;

6. Upon default by Franchisee or notice from Franchisor, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement;

7. Without affecting the obligations of any guarantor under this Guaranty Agreement, Franchisor may, without notice to Guarantor, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or any guarantor, or settle, adjust or compromise any claims against Franchisee or any guarantor;

8. Guarantor waives any right he or she may have to receive demands and notices of any kind with respect to enforcement of this Guaranty Agreement, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, notice of default by Franchisee or any guarantor, or notice of any release of any guarantor or other security for the performance of the Franchise Agreement or the obligations of Franchisee;

9. Franchisor may pursue its rights against any guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise of such right or remedy shall preclude the further exercise of such right or remedy;

10. Upon receipt by Franchisor of notice of the death of Guarantor, the estate of deceased Guarantor shall be bound by the foregoing Guaranty Agreement, but only for defaults and obligations under the Franchise Agreement existing at the time of death; the obligations of all other guarantors shall continue in full force and effect;

11. This Guaranty Agreement will continue during the term of the Franchise Agreement and, after its termination or expiration as long as obligations covered by this Guaranty remain outstanding;

12. Guarantor's obligations under this Guaranty Agreement are effective on the Effective Date of the Franchise Agreement, regardless of the actual date of signature;

13. This Guaranty Agreement is governed by Vermont law and Guarantor irrevocably submits to the jurisdiction and venue of the courts of Vermont;

14. If Franchisor is required to enforce this Guaranty Agreement in any judicial or arbitration proceeding or on any appeals, Guarantor agrees that it will reimburse Franchisor for its enforcement costs. Enforcement costs include reasonable accountants', attorneys', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty Agreement;

15. Guarantor acknowledges that he or she has obtained independent legal advice before signing this Guaranty Agreement.

IN WITNESS WHEREOF Guarantor has signed this Guaranty Agreement under seal.

_____
Signature

_____
Print Name

_____
Address

_____

Signed, sealed and delivered by the above-named Guarantor in the presence of:

_____
Witness Signature

_____
Print Name

_____
Address

_____

ADDENDUM F TO FRANCHISE AGREEMENT

PRINCIPAL OWNER'S STATEMENT

This form must be completed by Franchisee ("I," "me" or "my") if I have multiple owners or if I, or my Franchised Business, is owned by a business organization like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise to me.

l. **Form of Owner.** I am a (check one):

(i) General Partnership ☐

(ii) Corporation ☐

(iii) Limited Partnership ☐

(iv) Limited Liability Company ☐

(v) Other ☐
Specify:

I was formed under the laws of _____.
(state)

2. **Business Entity.** I was incorporated or formed on _____, _____under the laws of the State of _____. I have not conducted business under any name other than my corporate, limited liability company or partnership name and _____ . The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	**Position(s) Held**
_____	_____
_____	_____
_____	_____
_____	_____

3. **Owners**. The following list includes the full name and mailing address of each person who is an owner and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Owners' Name and Address	**Description of Interest**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. **Governing Documents.** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

This Statement of Principal Owners is current and complete as of _____,

Dated this day _____.

OWNER INDIVIDUALS:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

_____
(Name of Entity)

_____
(By)

_____
(Title)

ADDENDUM G TO FRANCHISE AGREEMENT

DISCOVERY MAP INTERNATIONAL, INC.

FRANCHISE COMPLIANCE QUESTIONNAIRE

This Questionnaire does not apply to franchisees who intend to operate the franchised business in the State of California.

Do not sign this Questionnaire if you are a resident of Maryland or the business is to be operated in Maryland.

Pursuant to the policies of the Securities Division of the Washington Department of Financial Institutions, Washington franchisees should not sign this Questionnaire.

As you prepare to enter into a Franchise Agreement with DISCOVERY MAP INTERNATIONAL, INC., it is important to determine whether any statements or promises were made to you, either orally or in writing, which were not authorized by DISCOVERY MAP INTERNATIONAL, INC., and which may be untrue, inaccurate or misleading.

Please provide honest and complete responses to each of the following:

1. Have you received and personally reviewed our Franchise Agreement and all its attachments?

Yes ___ No ___

2. Do you understand all of the information contained in our Franchise Agreement and all its attachments?

Yes ___ No ___

If your answer is No, please state which parts of the Franchise Agreement or its attachments you do not understand. Attach additional pages if necessary.

_____

_____

_____

_____

3. Have you received and personally reviewed the Franchise Agreement which you are to sign, with all its blanks completed? Yes ____ No ___

If your answer is Yes, please state what date this completed Franchise Agreement was received: _____

4. Have you received and personally reviewed our Franchise Disclosure Documents (FDD)?

Yes ____ No ___

Please state the date you first received the current FDD: _____

Did you sign a receipt for the FDD confirming the date you received it?Yes ____ No ___

5. Do you understand all of the information contained in the FDD, including any attachments?
Yes ____ No ___

If your answer is No, please state which parts of the FDD or its attachments you do not understand. Attach additional pages if necessary.

_____

_____

_____

_____

6. Have you discussed the benefits and risks associated with purchasing a **"DISCOVERY MAP®"** franchise from DISCOVERY MAP INTERNATIONAL, INC., with an attorney, accountant or other professional advisor? Yes ____ No ___

If your answer is No, did you have the opportunity to do so and chose not to?
Yes ____ No ___

Do you understand those risks? Yes ____ No ___

7. Do you understand that the success or failure of your **"DISCOVERY MAP®"** franchise will depend in large part upon your skills and abilities, the competition, and general business and economic factors such as inflation, interest rates and cost of labor? Yes ____ No ___

CONSIDER THE FOLLOWING QUESTIONS IN REGARD TO INFORMATION PROVIDED DIRECTLY FROM FRANCHISOR OR ITS REPRESENTATIVES (<u>NOT ITS FRANCHISEES</u>):

8. Has any employee, broker or other person representing DISCOVERY MAP INTERNATIONAL, INC., made any statements or promises concerning the revenues, profits or operating costs of a **"DISCOVERY MAP®"** franchise other than those representations contained within the Disclosure Document?
Yes ____ No ___

9. Has any employee, broker or other person representing DISCOVERY MAP INTERNATIONAL, INC., made any statements or promises concerning the amount of money you may earn in the operating of a **"DISCOVERY MAP®"** franchise? Yes ____ No ___

10. Has any employee, broker or other person representing DISCOVERY MAP INTERNATIONAL, INC., made any statements or promises concerning the likelihood of success

that you should or might expect to achieve from operating a **"DISCOVERY MAP®"** franchise?
Yes ____ No ___

11. Has any employee, broker or other person representing DISCOVERY MAP INTERNATIONAL, INC., made any statements or promises concerning the advertising, marketing, training or support service or assistance that we will furnish to you that contradicts any information in the FDD? Yes ____ No ___

12. Has any employee, broker or other person representing DISCOVERY MAP INTERNATIONAL, INC., made any statements or promises concerning the costs you may incur in starting or operating the **"DISCOVERY MAP®"** franchise that contradicts any information in the FDD?

Yes ____ No ___

13. Has any employee, broker or other person representing DISCOVERY MAP INTERNATIONAL, INC., made any statements or promises or agreements relating to the **"DISCOVERY MAP®"** franchise that contradicts any information in the FDD?

Yes ____ No ___

If you have answered Yes to any of the questions numbered 8 through 13 above, please provide a full explanation ***for each.*** Attach additional pages if necessary.

_____

_____

_____

_____

_____

14. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

15. I signed the Franchise Agreement and Addendum (if any) on _____, _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by DISCOVERY MAP INTERNATIONAL, INC.

Your answers are important to us and we will rely on them; by signing this Questionnaire, you are representing that you have responded truthfully to all of the above questions.

Date:_____

Prospective Franchisee: _____

ADDENDUM H TO FRANCHISE AGREEMENT

FORM OF GENERAL RELEASE

This General Release ("Release Agreement") is executed as of this day, _____, in favor of DISCOVERY MAP INTERNATIONAL, INC., a Vermont corporation having a principal place of business at 5197 Main Street, Suite 8, P.O. Box 726, Waitsfield, VT 05673 ("Franchisor") by_____ with a principal place of business at _____ ("Franchisee").

RECITALS

A. Franchisor and Franchisee entered into a Franchise Agreement (the "Original Franchise Agreement") on _____ for the operation of an advertising business in the form of an advertising-based tourist and visitor information map (the "Franchise");

B. It is the intention of the parties to allow the renewal/transfer of #_____ Franchise for the Map Area of Exclusive Rights ("Area") of _____ ("Renewal/Transfer").

C. Franchisor will allow this Renewal/Transfer if this Release Agreement and if all Outstanding Fees, if any, in the amount of $_____ are paid in the form of a certified check, bank check or money order upon the signing.

D. Franchisor will allow this Renewal/Transfer if the current Franchise Agreement (the "Current Franchise Agreement") has been executed by the parties and if a transfer/renewal fee equal to twenty percent (25%) of the current franchise fee, in the form of a certified check, bank check or money order, is paid upon the signing.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Franchisee agrees as follows:

1. **Waiver and Release of Franchisor** Effective as of the date hereof Franchisee, for its shareholders, members, beneficiaries, officers, partners, directors, employees, attorneys, representatives, successors, heirs and assigns (collectively hereinafter the "Franchisee Parties") hereby waives, releases and forever discharges Franchisor and its shareholders, members, beneficiaries, officers, partners, directors, employees, attorneys, representatives, successors, heirs and assigns (collectively hereinafter "Franchisor Parties"), jointly and severally, from all demands, actions, causes of action, suits, proceedings, covenants, claims, executions, judgments, losses, damages, penalties, obligations and liabilities whatsoever (collectively "Claims or Suits"), of every nature, kind, type, or description, in law or in equity, including but not limited to those directly or indirectly arising out of, resulting from or relating to the Original Franchise Agreement or its predecessor agreement or the performance of the obligations of the parties thereto whether known, unknown, direct, indirect, absolute, contingent, disclosed or undisclosed that the Franchisee Parties have or ever had or may ever have against Franchisor Parties arising out of any thing, event or circumstance from the beginning of time to the date of this release.

2. **Governing Law.** This Release Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Vermont. This general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

3. **Headings.** All sections and descriptive headings of paragraphs of this Release Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

4. **Counterparts.** This Release Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute on and the same instrument.

IN WITNESS WHEREOF, this Release Agreement has been executed as an instrument under seal as of the date first written above.

Franchisee (if business entity):

By: _____
Title:
Hereunto duly authorized

If Individually:

By: _____

EXHIBIT D
LIST OF FRANCHISEES AND FORMER FRANCHISEES

FRANCHISEES AS OF SEPTEMBER 30, 2025:

ARIZONA			
FLAGSTAFF Leslie Connell	PO Box 443	Flagstaff, AZ 86002	928-526-2146
GRAND CANYON Yuma Graphics, Inc.	1824 W. Ponderosa	Williams, AZ 86046	928-635-1970
SCOTTSDALE/CAREFREE Margie Hans	7272 Ea. Soaring Eagle Way	Scottsdale, AZ 85266	480-798-0116
CALIFORNIA			
SANTA MONICA Michael & Molly Balsley	1 W Century Blvd	Century City, CA 90067	424-322-0295
COLORADO			
BOULDER Oakes Ventures, LLC	652 County Rd 66A	Del Norte, CO	719-850-3374
BRECKENRIDGE Nicole Guidi	PO Box 4965	Dillon, CO 80435	970-968-7272
COLORADO SPRINGS Sharon Boyd	1285 Glenrock Dr	Colorado Spr, CO 80926	719-507-4627
DURANGO David Moler	72 Trestle Ln	Durango, CO 81303	970-946-0269
ESTES PARK Oakes Ventures, LLC	652 County Rd 66A	Del Norte, CO	719-850-3374
TELLURIDE/SAN JUANS Patrick & Ethan Unverferth	PO Box 1239	Ouray, CO 81427	970-708-2737
VAIL-BEAVER CREEK Doug Schoch	111 W. Beaver Creek Blvd #2585	Avon, CT 81620	970-205-9115
DELAWARE			
REHOBOTH BEACH Anne Monti	18766 John J Williams Hwy #323	Rehoboth, DE 19971	302-858-1947
FLORIDA			
AMELIA ISLAND Amelia Island-Fernandia Beach-Yulee Chamber of Commerce		961687 Gateway Blvd., Ste 101G Amelia Island, FL 32034	904-261-3248
CAPE CORAL CITRUS COUNTY Al Pascual	987 N Suncoast Blvd	Crystal River, FL 34429	352-613-3533

COCOA BEACH
Space Coast Enterprises, LLC
Jeff Willis PO Box 254 Cape Canaveral FL 32920 321-408-8971

DAYTONA
Florida Daytona NSB Enterprises LLC
Jeff Willis PO Box 254 Cape Canaveral FL 32920 321-408-8971

FORT MYERS
MELBOURNE
Space Coast Enterprises, LLC
Jeff Willis PO Box 254 Cape Canaveral FL 32920 321-408-8971

NEW SMYRNA BEACH
Florida Daytona NSB Enterprises LLC
Jeff Willis PO Box 254 Cape Canaveral FL 32920 321-408-8971

SARASOTA
Ellen Christman 524 Erie Ct, Sarasota, FL 34237 970-390-8117

ST AUGUSTINE
Florida Augustine JAX Enterprises
Jeff Willis PO Box 254 Cape Canaveral FL 32920 321-408-8971

TREASURE COAST
Space Coast Enterprises LLC PO Box 254 Cape Canaveral, FL 32920 321-408-8971
Jeff Willis

WEST NASSAU COUNTY
Amelia Island-Fernandia Beach-Yulee Chamber of Commerce 961687 Gateway Blvd., Ste 101G
Amelia Island, FL 32034 904-261-3248

GEORGIA

ATLANTA
Jarrad Enterprises, LLC 9060 Tuckerbrook Ln Johns Creek, GA 30022 770-475-0690
Al Jackson

SAVANNAH
Lars & Darlene Wiren PO Box 2814 Bluffton, SC 29910 843-815-5655

HAWAII

BIG ISLAND
Mark Ciociola 176 S. Dogwood TR Kitty Hawk, NC 27949 435-901-1027

IDAHO

COEUR D'ALENE
Thomas/Gina Peterson 390 S Ponderosa Loop Post Falls, ID 83854 208-660-4352

SUN VALLEY
Sun Valley Map Company PO Box 3070 Hailey, ID 83333 208-788-6200
Mary Sauerbrey

LOUISIANA

NEW ORLEANS			
Carol Keen	1816 Kerlerec St	New Orleans, LA 70116	720-485-0901

MAINE

BOOTHBAY			
Andrew & James Allen	PO Box 112	Mt. Desert, ME 04660	207-244-0400
CAMDEN/ROCKLAND			
Lakeshore Designs, Inc Ann and Sam Douglass	PO Box 708	York Harbor, ME 03911	207-384-6277
KENNEBUNKPORT			
Lakeshore Designs, Inc Ann and Sam Douglass	PO Box 708	York Harbor, ME 03911	207-384-6277
MT. DESERT ISLAND			
Andrew & James Allen	PO Box 112	Mt Desert, ME 04660	207-244-0400
PORTLAND			
Susan Allen	63 East Ridge Road	Southwest Harbor, ME 04679	207-244-0592
YORK/OGUNQUIT			
Lakeshore Designs, Inc Ann and Sam Douglass	PO Box 708	York Harbor, ME 03911	207-384-6277

MARYLAND

ANNAPOLIS			
Black Pearl Marketing Mark Fullem	7044 Harbor Vlg Ct #101	Annapolis, MD 21403	410-745-8688
OCEAN CITY			
Anne Monti	29L Atlantic Avenue #205	Ocean View, DE 19970	802-558-1881
SOLOMONS			
Jen Stotler	PO Box 222	Valley Mead, MD 20692	240-925-7197

MASSACHUSETTS

BERKSHIRES			
Cornerstone, LLC Dan Eckstein	PO Box 374	Warren VT 05674	802-595-6633
CHATHAM-ORLEANS			
Tim & Sharon Kautz	189 Freemans Way	Brewster, MA 02631	508-246-3422
DENNIS-HARWICH			
Tim & Sharon Kautz	189 Freemans Way	Brewster, MA 02631	508-246-3422
EASTHAM-WELLFLEET			
Lisa Benson	P.O. Box 385	Eastham, MA 02642	508-214-0272

FALMOUTH			
Map Masters, LLC Louis Grande/Amy Newman	395 Smith St	Providence, RI 02908	401-800-6277
HYANNIS			
Jannell Brown	PO Box 444	North Chatham, MA 02650	508-507-5519
MARTHA'S VINEYARD			
CLAW Family LLC Clive Walcott	1001 Greenbay Rd #102	Winnetka, IL 60093	508-560-3006
PIONEER VALLEY			
Cornerstone Enterprises LLC Dan Eckstein	PO Box 374	Warren VT 05674	802-595-6633
SALEM			
New England Maps & Media, LLC Louis Grande	395 Smith St	Providence RI 02908	401-800-6277
MICHIGAN			
PETOSKEY			
Brandon & Kristen VanDerKolk	121 E.Front St. #201	Traverse City, MI 49684	231-714-9726
TRAVERSE CITY			
Brandon & Kristen VanDerKolk	121 E.Front St. #201	Traverse City, MI 49684	231-714-9726
MONTANA			
BOZEMAN			
Mike & Iliana Johnson	230 Dogwood Dr	Bozeman, MT 59718	406-219-3026
BUTTE			
Ron Davis	PO Box 3389	Butte, MT 59702	406-494-7777
FLATHEAD VALLEY			
All Points Marketing Clint Webb	193 Sunset Trail	Kalispell, MT 59901	406-260-6981
NEW HAMPSHIRE			
FRANCONIA NOTCH			
Joseph Walker III	75 Bog Rd	Hillsboro, NH 03244	603-369-4376
HAMPTON/RYE			
Joseph Walker III	75 Bog Rd	Hillsboro, NH 03244	603-369-4376
KEENE			
Joseph Walker III	75 Bog Rd	Hillsboro, NH 03244	603-369-4376
LACONIA & LAKES REGION			
Joseph Walker III	75 Bog Rd	Hillsboro, NH 03244	603-369-4376
WHITE MOUNTAINS			
Joseph Walker III	75 Bog Rd	Hillsboro, NH 03244	603-369-4376

PORTSMOUTH Ben Long	PO Box 1637	Wolfeboro, NH 03894	207-558-1775
NEW JERSEY			
CAPE MAY Brian Bamrick	37 Ivy Creek Dr	Little Egg Harbor, NJ 08087	609-203-2715
JERSEY SHORE Jen Stillitano	PO Box 15	Hopewell, NJ 08525	609-865-5505
LONG BEACH ISLAND Brian Bamrick	37 Ivy Creek Dr	Little Egg Harbor, NJ 08087	609-203-2715
PRINCETON Brian Bamrick	37 Ivy Creek Dr	Little Egg Harbor, NJ 08087	609-203-2715
RED BANK Shawn Bannon	PO Box 357	Leonardo, NJ 07737	862-596-9666
NEW MEXICO			
ALBUQUERQUE Stevens Destination Marketing Jeff Stevens	5305 Cortaderia PL NE	Albuquerque, NM 87111	505-750-0076
NEW YORK			
EAST HAMPTON North Fork Media, LLC Marilyn Holstein	PO Box 1625	Sag Harbor, NY 11963	631-655-2773
HUNTINGTON Steven Sprachman	15 Berry Lane	Hicksville, NY 11801	516-699-7988
LAKE GEORGE Vacation Maps of New York, Inc John Farrell	30 Burr Ave	New York Mills, NY 13417	315-922-8969
LAKE PLACID Kristin Pacheco	PO Box 1252	Waitsfield, VT 05673	802-496-4076
MIDTOWN MANHATTAN NY City of Dreams LLC Valerie Britten	418 Broadway #8101	Albany, NY 12207	917-434-1009
NIAGARA FALLS Discover Niagara LLC Silvio Martelli	3226 Niagara Ave	Niagara Falls, NY 14305	716-537-6277
THE NORTH FORK North Fork Media, LLC Marilyn Holstein	PO Box 1625	Sag Harbor, NY 11963	631-655-2773
SARATOGA SPRINGS Dan DeFedericis	PO Box 284	Saratoga Spr, NY 12866	518-323-9971

SOUTHAMPTON
North Fork Media, LLC PO Box 1625 Sag Harbor, NY 11963 631-655-2773
Marilyn Holstein

NORTH CAROLINA

ASHEVILLE
Hulsey Media, Inc 224 Thompson St. #276 Hendersonville, NC 28792 828-290-7812

BOONE-BLOWING ROCK (HIGH COUNTRY)
David & Laura Byers PO Box 1834 Pinehurst, NC 28370 910-315-1155

BRUNSWICK COUNTY
Carolina Marketing Company, LLC PO Box 1361 Leland, NC 28479 910-776-0047
Justin Williams

CRYSTAL COAST
Pinecone Publishing 4910 Spring Green Pass New Bern, NC 28562 252-649-0973
Rich Sheridan

HENDERSONVILLE
Hulsey Media, Inc 224 Thompson St. #276 Hendersonville, NC 28792 828-290-7812

OUTER BANKS
Camille & Robert Richards 353 Pineville Road Newton, PA 18990 215-598-1148

SAND HILLS/PINEHURST
David & Laura Byers PO Box 1834 Pinehurst, NC 28370 910-315-1115

TRANSYLVANIA CTY
White Squirrel Ent, LLC PO Box 266 Brevard NC 28712 828-556-9418
Tom Jordan

WILMINGTON
Carolina Marketing Co, LLC PO Box 1361 Leland, NC 28479 910-776-0047
Justin Williams

PENNSYLVANIA

BRANDYWINE VALLEY
Carole Whitaker & Anne Monti 18766 John J Williams Hwy #323 Rehoboth, DE 19971 302-858-1947

CENTRAL BUCKS COUNTY
Camille & Robert Richards 353 Pineville Road Newton, PA 18990 215-598-1148

DELAWARE RIVER VALLEY
Camille & Robert Richards 353 Pineville Road Newton, PA 18990 215-598-1148

GETTYSBURG
John and Chris Parrott 3714 Middle River Ave. Baltimore, MD 21220 888-843-1627

LANCASTER

Anne Warfel	PO Box 6183	Lancaster, PA 17607	717-925-0432

RHODE ISLAND

NARRAGANSETT/BLOCK ISLAND			
Ocean State Maps & Media LLC Amy Newman	PO Box 7422	Cumberland, RI 02864	401-400-2885
NEWPORT			
Garnet Publishing LLC Sue Hans	PO Box 726	Waitsfield, VT 05673	802-917-1228
PROVIDENCE			
Ocean State Maps & Media LLC Amy Newman	PO Box 7422	Cumberland, RI 02864	401-400-2885

SOUTH CAROLINA

BEAUFORT			
MODE, LLC Daria Paterson	617 Spruce Head Rd	So. Thomaston ME 04858	843-781-6159
CHARLESTON			
Lars & Darlene Wiren	PO Box 2814	Bluffton, SC 29910	843-815-5655
GREENVILLE			
Hulsey Media, Inc	224 Thompson St. #276	Hendersonville, NC 28792	828-290-7812
HILTON HEAD			
Lars & Darlene Wiren	PO Box 2814	Bluffton, SC 29910	843-815-5655
MOUNT PLEASANT			
Katie Finch	1317 Scotts Creek Cir	Mount Pleasant, SC 29464	843-277-1923

TENNESSEE

GATLINBURG			
Ed Ciociola	PO Box 2	Bryson City, NC 28713	865-599-4928
PIGEON FORGE			
Misha Stanga	3738 Sims Rd	Sevierville, TN 37876	865-466-8422

TEXAS

AUSTIN			
Hill Country Highlights LLC Haven Darcy/Jas Darland	7509 Thomas Springs Rd	Austin, TX 78736	512-882-4767
EL PASO			
Laura & Patrick Gordon	4687 N. Mesa Ste 200	El Paso, TX 79912	915-996-1210
GALVESTON			
Galveston Treasure Guide LLC Joseph & Amber Calderon	3407 Glastonbury Dr	Pearland, TX 77581	409-202-0104

UTAH

PARK CITY			
Ashley Arata/Richard Davis	1785 So 1400 Ea	Salt Lake City, UT 84105	801-455-8025

VERMONT

BARRE-MONTPELIER			
Robyn Seitz	35 Circle Road	Warren, VT 05674	802-793-3006
BURLINGTON			
THC, LLC	PO Box 726	Waitsfield, VT 05673	802-990-3518
KILLINGTON			
Loretta DiMario	230 Woods Rd	Moretown VT 05660	802-279-5794
MAD RIVER VALLEY			
Garnet Publishing, LLC Sue Hans	PO Box 726	Waitsfield, VT 05673	802-917-1228
MANCHESTER			
Kuber LLC Uday Dholakia	375 Notch Rd	Mendon, VT 05701	802-683-0495
MIDDLEBURY			
Judy Werner	455 Fisher Road	Cornwall, VT 05753	802-462-2004
MOUNT SNOW			
Vermont Media Publishing Co. Randy & Vicki Capitani	P. O. Box 310	West Dover VT 05356	802-464-0002
OKEMO			
Kuber LLC Uday Dholakia	375 Notch Rd	Mendon, VT 05701	802-683-0495
SMUGGLERS' NOTCH			
Sterling Ridge Resort, LLC George & Barbara Salg	155 Sterling Ridge Dr	Jeffersonville, VT 05464	802-335-2297
STOWE			
Garnet Publishing, LLC Sue Hans	PO Box 726	Waitsfield, VT 05673	802-917-1228
UPPER VALLEY			
Cornerstone, LLC Dan Eckstein	PO Box 374	Warren, VT 05674	802-595-6633

VIRGINIA

ALEXANDRIA			
Anna Jaeger	11 Forrest St	Alexandria, VA 22305	703-596-5442

PUERTO RICO

VIEQUES			
Juan De Corral	PMB630 1353 Luis Vigareaux Ave		787-241-8453

	Guaynabo, PR 00966		
CULEBRA			
Juan De Corral	PMB630 1353 Luis Vigareaux Ave. Guaynabo, PR 00966		787-241-8453

FORMER FRANCHISEES

As of 9/30/25

NOTE: If you buy this franchise and later leave the DMI System, your contact information may be disclosed to other buyers when you leave the franchise system.

The name and last known address and telephone number of every franchisee who has had a unit terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the date of the application:

BURLINGTON VT (transfer)			
Greg Cluver	PO Box 186	Hinesburg, VT 05461	802-229-0500
CAPE CORAL			
Kurt & Melissa Godwin	2298 SE 28th St	Cape Coral, FL 33904	239-471-7838
COZUMEL MEXICO (mutual termination)			
Jennifer Frankenburger & Luis Fuentes	Villa Colibri, 1246 Avenida Juarez, Oficina 1 ; Colonia Adolfo Lopez Mateos, Cozumel QR, Mexico 77667		+52-1-987-141-2467
EASTERN SHORE MD (mutual termination)			
Tracey Littleton	207 Trowbridge Lane	Downington, PA 19335	610-247-1319
FALMOUTH MA (transfer)			
JCorp, LLC (Vann Jones)	PO Box 1983	N. Falmouth, MA 02556	508-566-0342
FORT MYERS			
Kurt & Melissa Godwin	2298 SE 28th St	Cape Coral, FL 33904	239-471-7838
GALVESTON (transfer)			
Troy and Jeanna Leek	1316 Ursuline St	Galveston, TX 77550	409-202-0104
HYANNIS MA (transfer)			
JCorp, LLC (Vann Jones)	PO Box 1983	N. Falmouth, MA 02556	508-566-0342
NASHVILLE TN (mutual termination)			
Lane & Evelyn Curlee	PO Box 84	Tullahoma, TN 37388	931-774-0514
SOUTHERN MIDDLE TN (mutual termination)			
Lane & Evelyn Curlee	PO Box 84	Tullahoma, TN 37388	931-774-0514
TRANSYLVANIA CTY NC (non renewal)			
Todd Branham	PO Box 1701	Pisgah Forest, NC 28728	828-423-0592
WESTERLY RI (mutual termination)			
Kimberly Lewis	1063 West Street POB 132	Sheldonville, MA 02070	401-903-9975

The following transfers or terminations were from franchisees who owned multiple franchises and continue to be active with other franchised markets within our system as may be found in Exhibit D:

KAUAI HI (mutual termination)			
Kauai ROI, LLC Mike/Iliana Johnson Tyson/Ali Hempel	203 Dogwood Dr	Bozeman, MT 59718	406-219-3026
MYRTLE BEACH SC (mutual termination)			
Mark Ciociola	176 So. Dogwood Dr	Kitty Hawk, NC 27949	435-901-1027

Outlets opened but not yet active for year ending 9/30/2025:

ATLANTA, GA			
Al Jackson	9060 Tuckerbrook Ln	Johns Creek GA 30022	770-475-0690
AUSTIN, TX			
Haven Darcy	7509 Thomas Spr Rd	Austin TX 78736	512-882-4767
MIDTOWN MANHATTAN, NY			
Valerie Britten	418 Broadway #8101	New York, NY 12207	917-434-1009
SARASOTA, FL			
Ellen Christman	524 Erie Ct	Sarasota FL 34237	970-390-8117

EXHIBIT E

SPECIFIC STATE DISCLOSURES

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF CALIFORNIA

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

"THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE TO BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT."

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

a. The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A 78a et seq., suspending or expelling such persons from membership in such association or exchange.

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

c. The Franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Sec. 101 et seq.).

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

e. The Franchise Agreement requires binding arbitration. The arbitration will occur in Vermont with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration

Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

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

g. 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.

h. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

AMENDMENT TO DISCOVERY MAP INTERNATIONAL, INC..
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

In recognition of the California Franchise Investment Law, Cal. Bus. & Prof. Code § 31000 *et seq*., and the California Franchise Relations Act, Cal. Corp. Code § 20000 *et seq*., the parties to the attached Franchise Agreement (the "Agreement") agree as follows:

1. Section 25 D. (7) of the Agreement, under the heading "Assignment; Conditions and Limitations" shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

   You shall execute a general release under seal, in a form satisfactory to us, of any and all claims against us and our officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. 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).

2. A new Sub-Section 23 G. of the Agreement, under the sub-heading "Termination in California" shall be added, as follows:

   To the extent that the provision of this Section 22 regarding termination are inconsistent with the requirements of the California Franchise Relations Act, the termination provisions are superseded by the Act's requirements and shall have no force or effect.

3. A new Sub-Section 28 B. of the Agreement, under the sub-heading "Application of Covenants in California" shall be added as follows:

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

4. A new sentence is added to the end Section 30 of the Agreement as follows:

   The Non-Disclosure and Non-Competition Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. Section 43 of the Agreement, under the heading "Governing Law", shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

This Agreement takes effect upon its acceptance and execution by Discovery Map International, Inc. and shall be interpreted and construed under the laws of the State of Vermont, which laws shall prevail in the event of any conflict of law (without regard to, and without giving effect to, the application of Vermont choice of law rules) except to the extent governed by the U.S. Trademark Act of 1946, 15 U.S.C. § 1051, *et seq*. (the "Lanham Act"); provided, however, that if the covenants in Section 27 of this Agreement would not be enforceable under the laws of Vermont, and the Franchised Business is located outside of Vermont, then such covenants shall be interpreted and construed under the laws of the state in which the Franchised Business is located. Nothing in this Section 27 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Vermont to which this Agreement would not otherwise be subject. However, these provisions may not be enforceable under California law.

6. A new Sub-Section 33 F of the Agreement shall be added as follows:

The Agreement requires binding arbitration. The arbitration will occur in Vermont with the costs being borne by the prevailing parties.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

ATTEST:

FRANCHISOR:
DISCOVERY MAP INTERNATIONAL, INC..

_____ By:_____
Witness

FRANCHISEE

ATTEST:

_____ By:_____
Witness

ATTEST:

_____ By:_____
Witness

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC..
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

This Addendum to Franchise Agreement is effective as of the date Franchisor and Franchisee execute the Franchise Agreement, and amends the Franchise Agreement as follows:

Illinois law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, and the compensation requirements thereunder.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated this day _____.

ATTEST:

FRANCHISOR:
DISCOVERY MAP INTERNATIONAL, INC..

_____
Witness

By: _____

FRANCHISEE

ATTEST:

_____
Witness

By: _____

ATTEST:

_____
Witness

By: _____

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC..
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF ILLINOIS

Illinois law governs the Agreements.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, and the compensation requirements thereunder.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated this day:_____

ATTEST: FRANCHISOR:

_____ BY:_____
WITNESS

ATTEST: FRANCHISEE:

_____ BY:_____
WITNESS

ATTEST: FRANCHISEE:

_____ BY:_____
WITNESS

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF INDIANA

1. To be added to Item 3 of the FDD, is the following statement:

   There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the FDD is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory, called the Area of Exclusive Rights.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends the Franchise Agreement.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum dated this day _____.

ATTEST: FRANCHISOR:
DISCOVERY MAP INTERNATIONAL, INC.

_____ By:_____
Witness

ATTEST: FRANCHISEE

_____ By:_____
Witness

ATTEST:

_____ By:_____

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF MARYLAND

Amendments to the Disclosure Document:

Item 17
The general release required as a condition of renewal, sale, and /or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

AMENDMENT TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

This Addendum to Franchise Agreement is effective as of the date Franchisor and Franchisee execute the Franchise Agreement, and amends the Franchise Agreement as follows:

Section 25(d) (6) of the Franchise Agreement says that DMI may require you to sign a general release of claims as a condition of renewal or transfer of your franchise. Under Maryland law (COMAR 02.02.08.16L), this condition will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Section 41.A. of the Franchise Agreement, under the heading "Acknowledgments" shall be deleted in its entirety.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Dated this day, _____.

ATTEST:

FRANCHISOR:
DISCOVERY MAP INTERNATIONAL, INC.

_____ By: _____
Witness

FRANCHISEE

ATTEST:

_____ By: _____
Witness

ATTEST:

_____ By: _____
Witness

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.

FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF MINNESOTA

This Disclosure Document and Franchise Agreement are subject to the Minnesota Franchise Act. Amendments to the Disclosure Document:

1. Item 13, Trademarks, shall be amended by the addition of the following paragraph:

   "In compliance with Minn. Stat. ' 80C.14, Subd. 1(g), we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

2. Item 17, Renewal, Termination, Transfer and Dispute Resolution, the following language shall be amended by adding the following:

   "Minnesota Franchise Act, Minn. Stat. ' 80C.21, and Minn. Rule 2860.4400(J) prohibit us from requiring arbitration or litigation to be conducted outside Minnesota. In addition, nothing in this Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including specifically Chapter 80C.17, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

3. Item 17, Renewal, Termination, Transfer and Dispute Resolution, shall be amended by the addition of the following paragraphs at the conclusion of the Item 17:

   "You will execute a general release, in a form prescribed by us, of any and all claims against DMI, its affiliates, and their respective officers, directors, agents and employees, excluding only such claims as you may have that has arisen under the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

   "Notwithstanding the foregoing, your rights regarding renewal may be determined by applicable provisions of the Minnesota Franchise Act, Minn. Stat. ' 80C.14, and Minnesota Rule ' 2860.4400(M)."

   "The transferor's execution of a general release under seal, in a form satisfactory to DMI, of any claims against DMI and its officers, directors, shareholders and employees, in their corporation and individual capacities, excluding only such claims as you may have that have arisen under the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

“To the extent that the above provisions regarding termination are inconsistent with the requirements of the Minnesota Franchise Act, Minn. Stat. ' 80C.14 and Minn. Rules

2860.4400(E) and (F) (which, among other things, grant you the right, in most circumstances, to at least 90 days' prior written notice of termination, with 60 days to cure, and reason thereof, which must, in any case, be for good cause), the above termination provisions will be superseded by the Act's requirements and will have no force or effect.”

AMENDMENT TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Minnesota Statutes, " 80C.01 - 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Commissioner of Commerce, the parties to the attached DISCOVERY MAP INTERNATIONAL, INC., Franchise Agreement (the "Agreement") agree as follows:

1. Section 17 of the Agreement entitled "Marks" shall be supplemented by the addition of the following language:

> "DISCOVERY MAP INTERNATIONAL, INC., will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

2. Section 25D(6) of the Agreement under the heading "Assignment; Conditions and Limitations", shall be deleted in its entirety and shall have no force or effect, and the following shall be inserted in lieu thereof:

> "Franchisee must execute a general release under seal, in a form satisfactory to DISCOVERY MAP INTERNATIONAL, INC., of any claims against DISCOVERY MAP INTERNATIONAL, INC., and its officers, directors, shareholders and employees, in their corporation and individual capacities, excluding only such claims as Franchisee may have that have arisen under the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

3. Section 23 of the Agreement under the heading "Termination", shall be supplemented by the following new subsection 23G entitled "Termination Rights under Minnesota Law":

> "Minnesota law provides Franchisee with certain termination, non-renewal and transfer rights. Minn Stat. ' 80C.14, subdivisions 3, 4, and 5 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 this Agreement, and that consent to transfer of the franchise may not be unreasonably withheld."

4. Section 43 of the Agreement entitled "Governing Law; Consent To Jurisdiction" shall be supplemented by the addition of two final paragraphs as follows:

> "With respect to franchises governed by Minnesota law, DISCOVERY MAP INTERNATIONAL, INC., will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement."

"Minnesota Franchise Act, Minn. Stat. ' 80C.21, and Minn. Rule 2860.4400(J) prohibit DISCOVERY MAP INTERNATIONAL, INC., from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. This includes Section 80C.17, subd. 5, which provides that no action may be commenced pursuant to this section more than 3 years after the cause of action accrues."

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

Dated this day, _____.

ATTEST:

FRANCHISOR:
DISCOVERY MAP INTERNATIONAL, INC.

_____ By: _____
Witness

FRANCHISEE

ATTEST:

_____ By: _____
Witness

ATTEST:

_____ By: _____
Witness

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF NEW YORK

Registration of this franchise with the State does not mean that the State recommends it or has verified the information in this Disclosure Document. If you learn that anything in this Disclosure Document is untrue, contact the Federal Trade Commission and the State Administrator for this State listed in Exhibit A.

1. The following information is added to the cover page of the Franchise Disclosure Document:

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

   With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

   A. No such party 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.

   B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-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.

D. No such party 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 Rev. April 18, 2023 2 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.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or

other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

MODIFICATIONS REQUIRED BY THE STATE OF NORTH DAKOTA

For Discovery Map Franchised Businesses ("Franchised Businesses") located in North Dakota:

1. The words "sign release" are deleted from Item 17(c) of the Franchise Disclosure Document ("FDD"), Section 5.F of the Franchise Agreement ("FA") is deleted, and Addendum H to the FA is deleted.

2. The words "Payment of all amounts due" are deleted from Item 17(i) of the FDD, and Section 24(a)(1) of the FA is deleted.

3. Item 17(r) of the FDD and Section 28 of the FA are modified by the addition of the following language: "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

4. Item 17(u) of the FDD is amended as follows: "Except for certain claims, all disputes must be mediated/ arbitrated at a site agreeable to all parties, and which may not be remote from the franchisee's place of business, under the auspices of the American Arbitration Association."

5. Section 33 of the FA is modified as follows:

    a. The following text is deleted from Section 33(A)(3): "The law of the State of Vermont shall govern the construction and interpretation of this Agreement in Arbitration."
    b. The following text is deleted from Section 33(B): "and shall be a member of the bar of the State of Vermont,".
    c. The following text is deleted from Section 33(C): "Arbitration shall take place in Vermont."
    d. The following text in Section 33(D): "in a court of competent jurisdiction in Vermont" is deleted and replaced by "in a court of competent jurisdiction".

6. FDD Item 17(w) is deleted, and the following text is deleted from FA Section 43:

    "All claims which, as a matter of law or public policy, cannot be submitted to arbitration in accordance with Section 33 shall be brought within Vermont in the judicial district in which DISCOVERY MAP INTERNATIONAL, INC., has its principal place of business; provided, however, with respect to any action which includes injunctive relief, DISCOVERY MAP INTERNATIONAL, INC., may bring such action in any court in any state which has jurisdiction. Franchisee irrevocably submits to the jurisdiction of such courts and waives any objection Franchisee may have to either the jurisdiction or venue of such court."

7. The following two sections of text are deleted from FA Section 36:

> "The parties waive, to the extent permitted by law, any claim for punitive or exemplary damages against each other, regardless of each parties' respective right to such damages under the choice of law provision herein."
>
> "FURTHERMORE, THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY."

8. The following text is deleted from FA Section 37:

> If DISCOVERY MAP INTERNATIONAL, INC., is required to engage legal counsel (including in-house counsel) in connection with any failure by Franchisee to pay when due all monies owed hereunder or submit when due any reports, information or supporting records, in connection with any failure to otherwise comply with this Agreement, Franchisee shall reimburse DISCOVERY MAP INTERNATIONAL, INC., for any of the above-listed costs and expenses incurred by it, regardless of whether or not any type of binding order or judgment is already entered. Franchisee's duty to pay the fees and costs described above shall survive termination or expiration of this Agreement.

9. Fee Deferral

A. The first two paragraphs of Item 5 in the Franchise Disclosure Document are deleted in their entirety and shall have no force or effect, and the following text is substituted in lieu thereof:

> **"All initial fees and costs are deferred until the Franchisor's pre-opening obligations to the franchisee are complete and the franchisee is open for business.**
>
> For purposes of this deferral, your business will be considered "open for business" (and the initial fees and costs due) when you have done one or more of the following:
>
> 1. Presented advertising material for our approval;
> 2. Ordered preapproved advertising material from us; or
> 3. Entered into an oral or written agreement with an advertiser for space on your map (e.g., accepted a completed Advertising Order Form)."

B. Paragraph 6A of the Franchise Agreement is deleted in its entirety and shall have no force or effect, and the following is paragraph substituted in lieu thereof:

> **"All initial fees and costs are deferred until the Franchisor's pre-opening obligations to the franchisee are complete and the franchisee is open for business.**

For purposes of this deferral, your business will be considered "open for business" (and the initial fees and costs due) when you have done one or more of the following:

1. Presented advertising material for our approval;
2. Ordered preapproved advertising material from us; or
3. Entered into an oral or written agreement with an advertiser for space on your map (e.g., accepted a completed Advertising Order Form)."

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF RHODE ISLAND

The Rhode Island Securities Division requires the following specific disclosures to be made to prospective Rhode Island franchisees:

In spite of the provisions of Item 17v and Item 17w of the Disclosure Document, any litigation or arbitration arising under the Franchise Agreement will take place in Rhode Island or other place mutually agreed to by the franchisee and franchisor. In spite of the provisions of Section 43 of the Franchise Agreement and to the extent required by Section 19-28.1-14 of the Rhode Island Franchise Investment Act, the Franchise Agreement will be governed by the laws of the State of Rhode Island.

ADDENDA TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF SOUTH DAKOTA

In accordance with SDCL 37-5B-5, with respect to franchisees located within the State of South Dakota:

1. The first paragraph of Item 5 of the **Franchise Disclosure Document** is modified as follows:

   > All franchisees pay an Initial Franchise Fee of $25,000. Payment of this fee is deferred until we complete our pre-opening obligations to you. In consideration for the Initial Franchise Fee, we grant you a franchise to operate a DISCOVERY MAP® Franchised Business for one map (as outlined in the Franchise Disclosure Document – Section 12 Territory) and provide you and certain of your personnel with initial training. In addition, after we complete our pre-opening obligations to you, you will pay us $2,200 for our proprietary Discovery Map Publication System.

2. Paragraph 6A of the **Franchise Agreement** is modified as follows:

   > Franchisee shall pay to DISCOVERY MAP INTERNATIONAL, INC., an Initial Franchise Fee of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00). Such Initial Franchise Fee shall be deferred until the franchisor completes its pre-opening obligations to the franchisee. The Initial Franchise Fee is non-refundable.

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for **DISCOVERY MAP INTERNATIONAL, INC.,** for use in the Commonwealth of Virginia shall be amended as follows

Additional Disclosure: The following statement is added to Item 17.h.

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

AMENDMENT TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF VIRGINIA

The Virginia Division of Securities and Retail Franchising requires the following specific disclosure to be made to prospective Virginia franchisees:

> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully executed, sealed and delivered this Amendment to the Agreement as of the day and year contained in the Agreement.

ATTEST:

FRANCHISOR:
DISCOVERY MAP INTERNATIONAL, INC.

_____
Witness

By:_____

FRANCHISEE

ATTEST:

_____
Witness

By:_____

ATTEST:

_____
Witness

By:_____

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the **"Act"**), Chapter 19.100 RCW will prevail.

Section RCW 19.100.180 of the Act, may supersede the Franchise Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the area of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site will either be in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the mediator or arbitrator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WASHINGTON

This Amendment is entered into this day,_____ (the "Effective Date"), between DISCOVERY MAP INTERNATIONAL, INC., a Vermont corporation, with its principal business address at 5197 Main Street, Suite 8, P.O. Box 726, Waitsfield, Vermont 05673 ("we," "us," "our" or "Franchisor"), and _____, whose principal business address is _____ (referred to in this Addendum as "you," "your" or "Franchisee") and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or 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 the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and

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Franchise Disclosure Document
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unenforceable in Washington. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this day, _____.

_____ _____

FRANCHISOR FRANCHISEE

ADDENDUM TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF WISCONSIN

Uniform Franchise Disclosure Document for DISCOVERY MAP INTERNATIONAL, INC. for use in the State of Wisconsin shall be amended as follows:

Cover Page:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE WISCONSIN FRANCHISE INVESTMENT LAW. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF WISCONSIN OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE WISCONSIN FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENTS ARE SUBJECT TO THE WISCONSIN FRANCHISE INVESTMENT LAW.

1. Item 17, Renewal, Termination, Transfer and Dispute Resolution, shall be amended by the addition of the following paragraphs at the conclusion of the Item 17 disclosures:

"To the extent that the provisions regarding renewal described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice of termination and 60 days within which to remedy any claim deficiencies), the renewal

provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."

"To the extent that the provisions regarding termination described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claim deficiencies), the termination provision will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."

"To the extent that the provisions regarding termination described in the Franchise Agreement regarding repurchase of inventory are inconsistent with the requirements of §135.045 of the Wisconsin Fair Dealership Law, the above-mentioned provisions will be superseded by the Law's requirements, which states that if we, at the option of you, repurchase inventory which was sold by us to you for resale, fair wholesale market value must be paid for all merchandise bearing a name, trade name, label or other mark which identifies "DISCOVERY MAP®"."

"Covenants not to compete during the term of and upon termination or expiration of a Franchise Agreement are enforceable only under certain conditions according to Wisconsin Law."

AMENDMENT TO DISCOVERY MAP INTERNATIONAL, INC.
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WISCONSIN

In recognition of the Wisconsin Fair Dealership Law, Wisconsin Statutes, §§ 135.01 -135.07, the parties to the attached DISCOVERY MAP INTERNATIONAL, INC., ("Franchisor") Franchise Agreement (the "Agreement") agree as follows:

1. Section 5 of the Agreement, under the heading "Renewal," shall be supplemented by the addition of a new final paragraph (i) as follows:

> "To the extent that the provisions of §2 regarding renewal are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claims deficiencies), said renewal provision will be superseded by the requirement of the Wisconsin Fair Dealership Law and will have no force or effect."

2. Section 23 of the Agreement under the heading "Termination", shall be supplemented by the following new subsection 23 (G) entitled "Termination Rights under Wisconsin Law:

> "To the extent that the provision of §23 regarding termination are inconsistent with requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances to 90 days prior written notice of termination and 60 days within which to remedy any claimed deficiencies), said termination provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully executed, sealed and delivered this Amendment to the Agreement as of the day and year contained in the Agreement.

ATTEST:

FRANCHISOR:
DISCOVERY MAP INTERNATIONAL, INC.

_____
Witness

By:_____

FRANCHISEE

ATTEST:

_____
Witness

By:_____

ATTEST:

_____
Witness

By:_____

STATE EFFECTIVE DATES

The following states have franchise laws that require 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, Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
North Dakota	Pending
New York	Pending
Rhode Island	Pending
South Dakota	not registered
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or sell-assisted marketing plans.

EXHIBIT F

RECEIPT

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

If Discovery Map International, Inc offers 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 franchisor or an affiliate in connection with the proposed franchise sale.

New York, and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon, and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If DISCOVERY MAP INTERNATIONAL, INC., does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

Franchisor: Peter L. Hans, DISCOVERY MAP INTERNATIONAL, INC., 597 Main St, Suite 8, P.O. Box 726, Waitsfield, VT 05673; Telephone: (802) 316-4060

Sellers:
Peter Hans, PO Box 726, Waitsfield, VT, 05673, (802) 316-4060
Rob Amon, PO Box 726, Waitsfield, VT, 05673, (802) 316-4060

Date of Issuance: December 1, 2025

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Uniform Franchise Disclosure Document dated 12/1/25 that included the following Exhibits:

Exhibit A - Franchisor's Agents for Service of Process and State Franchise Administrators
Exhibit B - Financial Statements
Exhibit C - Franchise Agreement -
Addenda to Franchise Agreement
Addendum A – Franchisee's Area of Exclusive Rights
Addendum B – Notice of Key Employees
Addendum C – Non-Disclosure and Non-Compete Agreement
Addendum D – Transfer Service Agreement

Addendum E –Guaranty Agreement
Addendum F – Principal Owner's Statement
Addendum G – Franchise Compliance Questionnaire
Addendum H – General Release
Addendum I – Destination Marketing Organizations

Exhibit D- List of Franchisees and Former Franchisees
Exhibit E – State Specific Addenda and Riders

Dated this day,_____ at_____a.m./p.m.

PROSPECTIVE FRANCHISEE:

If a business entity:	If individual(s):
_____	_____
(Name of Business Entity)	(Signature)
By:_____	_____
(Signature)	(Print Name)
Its: _____	_____
(Title)	(Signature)
_____	_____
(Print Name)	(Print Name)

KEEP THIS COPY FOR YOUR RECORDS. This disclosure document is available in PDF format by electronic transmission upon request.