



## FRANCHISE DISCLOSURE DOCUMENT

Minuteman Press International, Inc.  
A New York Corporation  
61 Executive Boulevard  
Farmingdale, New York 11735  
(631) 249-1370  
info@minutemanpress.com  
www.minutemanpress.com

As a Minuteman Press franchisee, you will own and operate a Minuteman Press franchise which operates a full-service printing and marketing center.

The initial investment necessary to begin operation of a Minuteman Press franchised business ranges from \$80,991 to \$221,126. This includes \$38,995 to \$56,495 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Department at 61 Executive Boulevard, Farmingdale, NY 11735, (631) 249-1370.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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: March 31, 2024

## 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:

<b>QUESTION</b>	<b>WHERE TO FIND INFORMATION</b>
<b>How much can I earn?</b>	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 H and I.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Minuteman Press business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a Minuteman Press franchisee?</b>	Item 20 or Exhibit H and I lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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.

## What You Need To Know About Franchising *Generally*

**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 the 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 term 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 D.

Your state also may 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 the State Specific Addenda.

## 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 arbitration and/or litigation only in New York. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in New York than in your own state.

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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Exhibit K	General Release
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**APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS FRANCHISE DISCLOSURE DOCUMENT, AND MIGHT REQUIRE AN ADDENDUM TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND ADDENDUM, IF ANY, APPEAR IN EXHIBIT J.**

## **ITEM 1**

### **THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

To simplify the language of this disclosure document, "Minuteman", "we" or "us" means Minuteman Press International, Inc., the franchisor. "You" means the person, including any owner, partner or corporation, who is buying the franchise. Minuteman is a corporation that was established in February 1975 in the State of New York and has offered franchises since March 1975. Our principal place of business is 61 Executive Boulevard, Farmingdale, New York 11735. We offer our franchises under the name Minuteman Press and International Minute Press. Our agents for service of process are listed in Exhibit D .

Minuteman Press Corp., our predecessor corporation, was established in November 1973 in the State of New York and operated the first Minuteman Press printing center located in Farmingdale, New York. Minuteman Press Corp. did not offer franchises and was dissolved in 1984. We have not operated any Minuteman Press or International Minute Press printing centers. We have no parent company.

We grant franchises to qualified persons for the right to own and operate a Minuteman Press or International Minute Press full-service printing and marketing center using our trademarks and business system. Our centers offer all aspects of printing and marketing related services including digital printing, design, finishing, mailing, advertising specialty items, and related marketing services. Your general market will include businesses as well as the general public. The market for these services is developed and competitors will include independent printing shops, other printing franchises, related copy businesses and to a lesser degree, large commercial printers.

We are not aware of any industry specific laws or regulations relating to owning and operating a printing and copy center other than the Occupational Safety and Health Act ("OSHA") and various environmental protection laws. We urge you to seek the advice of a lawyer or consultant who is familiar with your state and local laws.

MMP Supply and ML Leasing are divisions of Minuteman located at 61 Executive Boulevard, Farmingdale, New York 11735. MMP Supply provides supplies to franchisees at discounted prices. ML Leasing offers equipment leasing to qualified franchisees.

Except as described above, neither we, our predecessor or affiliates have engaged in any other line of business or offered franchises in any other line of business.

## **ITEM 2**

### **BUSINESS EXPERIENCE**

#### **Robert Titus - Chief Executive Officer & Director**

Chief Executive Officer, Minuteman Press International, Inc., January 2020 to date; Director, Minuteman Press International, Inc., January 1995 to present; President, Minuteman Press International, Inc., January 1995 to December 2019.

#### **Nicholas R. Titus – President & Director**

President, Minuteman Press International, Inc., January 2020 to date; Director, Minuteman Press International, Inc., April 2016 to date; Vice President of Marketing, Minuteman Press International, Inc., January 2016 to December 2019.

**Stanley M. Katz – Secretary/Treasurer & Director**

Secretary/Treasurer & Director, Minuteman Press International, Inc., June 2009 to date; Chief Financial Officer, Vice President, Minuteman Press International, Inc., August 1998 to date.

**G.J. Rockwell – Executive Vice President & Director**

Executive Vice President, Minuteman Press International, Inc., January 2020 to date; Director, Minuteman Press International, Inc., April 2016 to date; Vice President, Minuteman Press International, Inc., December 2000 to December 2019.

**Gary S. Titus - Senior Vice President & Director**

Senior Vice President, Minuteman Press International, Inc., January 1996 to date; Director, Minuteman Press International, Inc., January 2011 to date.

**Michael Jutt – Executive Vice President & Director of Training**

Executive Vice President & Director of Training, Minuteman Press International, Inc., February 1975 to date.

**Brady Rockwell - Vice President**

Vice President, Minuteman Press International, Inc., December 2000 to date.

**Daniel Byers - Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., January 2001 to date

**Keith Cawley – Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., January 2009 to date.

**James Galasso - Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., September 1992 to date.

**Todd Golberg – Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., January 2022 to date; Area Manager, Minuteman Press International, Inc., January 2021 to December 2021; Field Representative, Minuteman Press International, Inc., February 2017 to December 2020.

**Robert J. Heimbuch - Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., January 1997 to date.

**Christopher J. Jutt – Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., September 2015 to date.

**Gary J. Nowak - Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., December 1983 to date.

**Jack Panzer – Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., December 2016 to date.

**Steven Szymanski – Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., January 2021 to date; Area Manager, Minuteman Press International, Inc., August 2014 to December 2020.



**Larry Trimble – Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., January 2021 to date; Vice President of Franchise Development, Minuteman Press International, Inc., August 2016 to December 2020.

**David Walton - Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., December 1999 to date.

**Robert Ylinen - Regional Vice President**

Regional Vice President, Minuteman Press International, Inc., March 1998 to date.

**Richard DeRosa II – Area Manager**

Area Manager, Minuteman Press International, Inc., January 2018 to date; Field Representative, Minuteman Press International, Inc., June 2015 to December 2018.

**Jayson Kraus – Area Manager**

Area Manager, Minuteman Press International, Inc., January 2013 to date.

**Erick Rios – Area Manager**

Area Manager, Minuteman Press International, Inc., January 2022 to date; Field Representative, Minuteman Press International, Inc., January 2018 to December 2021; Graphic Designer/Production Manager, Minuteman Press Miami, July 2011 to December 2017.

**Brian Regenye – Area Manager**

National Accounts Manager, Harper Printing & Engraving, July 2010 to July 2023; Area Manager, Minuteman Press International, Inc., August 2023 to date.

**ITEM 3**

**LITIGATION**

**Pending Actions:**

William Weston and 1534481 Alberta Inc. v. Minuteman Press International, Inc., 1344420 Alberta Ltd., Trevor West and Julie West, File Number 1203-06876. Plaintiffs, franchisees, filed the action on May 4, 2012 in the Court of the Queen's Bench of Alberta. The claim alleges breaches of contract, misrepresentation, and active non-disclosure by some of the defendants, and relates to the plaintiffs' purchase of an existing Minuteman Press center from the defendants, Trevor and Julie West. The parties to the action have agreed to a stay of the litigation pending binding arbitration as required by the franchise agreement. An arbitrator was selected in March 2013 and since that time the parties have engaged in the discovery process and have made several procedural applications. A final hearing has yet to be scheduled, however, Minuteman intends to diligently defend these claims. On March 10, 2017, Minuteman commenced separate arbitration proceedings against the franchisees in an action entitled Minuteman Press International, Inc. v. William Weston and 1534481, (No File Number) seeking a judgment for unpaid royalty fees, interest and costs, and also an order upholding the termination of the franchise agreement and seeking enforcement of post-termination obligations. On August 1, 2017, an Arbitration Decision was made granting summary judgment to Minuteman for unpaid royalty fees, interest and costs, and also upholding the termination of the franchise agreement and ordering compliance with certain post-termination obligations. On January 22, 2018, an order was made by the Court of the Queen's Bench of Alberta (Court File Number 1703-16502) dismissing franchisees' application

seeking leave to appeal the Arbitration Decision of August 1, 2017, awarding judgment to Minuteman in the sum of \$39,665.53 plus costs, and granting a permanent injunction restraining the franchisees from using Minuteman's trademarks, software, telephone numbers, customer files, or confidential materials.

**Litigation Against Franchisees Commenced in the Past Fiscal Year:** NONE

**Concluded Actions:**

H&H Printing and Promotional Products Corp. v. 1-2-3 Printing & Supplies, Inc., Dennis Reardon, and Minuteman Press International, Inc., Case No. 18CV05733. On November 1, 2019, former franchisee H&H Printing and Promotional Products Corp. ("H&H") filed an Amended Petition in the District Court of Johnson County, Kansas adding Minuteman as a defendant and asserting claims alleging breach of contract, negligent misrepresentation, and fraudulent misrepresentation stemming from the transfer of a franchise from H&H to franchisees, 1-2-3 Printing & Supplies, Inc. and Dennis Reardon. On December 31, 2019, franchisee Dennis Reardon filed a Chapter 13 bankruptcy petition in the U.S. Bankruptcy Court, District of Kansas, Case No. 19-22686. On September 6, 2022, the Court granted Minuteman's motion for summary judgment on the fraudulent misrepresentation claims. On October 6, 2022, a settlement agreement was signed by H&H and Minuteman agreeing to mutual releases of all claims and dismissal of the litigation in exchange for payment of \$20,000 to H&H.

Astoria Natives, Inc., Linda Pomponio and Tracey Pomponio-Lasko v. Minuteman Press International, Inc., AAA No. 01-17-0003-9338. On July 5, 2017, franchisees Astoria Natives, Inc., Linda Pomponio and Tracey Pomponio-Lasko filed a demand for arbitration against Minuteman with the American Arbitration Association claiming violations of New York General Business Law §687(2) due to allegations of misrepresentations and material omissions. On February 23, 2018, a settlement agreement was signed in which the parties agreed to mutual releases of all claims, termination of the franchise agreement, and dismissal of the arbitration. In exchange, Minuteman arranged for the assignment and assumption of certain equipment leases and also purchased franchisees' certain assets based upon the following allocation: Customer List \$25,000, Customer Graphics & Artwork Files \$10,000, Non-compete/Restrictive Covenant \$50,000, Telephone Numbers \$5,000, Exterior Signage \$5,000, Branded Materials \$2,500, and Non-Leased Equipment \$2,500.

**Injunctions / Restrictive Orders:**

In the matter of Minuteman Press International, Inc. and Steven Cooper, Case No. SDO-94. In March 1994, Minuteman and its employee Steven Cooper entered into a Consent Order with the Washington State Department of Financial Institutions, in which it agreed (1) to pay the Department of Financial Institutions ten thousand dollars; (2) to comply with the Washington Franchise Investment Protection Act and any valid regulations issued under the Act; and (3) to maintain a training and legal compliance program to minimize the possibility of any violations of Washington law. Minuteman and Cooper denied the existence of any violation and entered into the Consent Order to avoid incurring additional legal costs.

Federal Trade Commission v. Minuteman Press International, Inc., et al., Case No. CV 93-2496. This action was filed on June 4, 1993, in the United States District Court, Eastern District of New York. On December 18, 1998, an injunction was issued prohibiting the Defendants, excluding Haber, from doing the following: (1) Making or assisting in the making of, expressly or by implication, orally or in writing, to any prospective franchisee any statement or representation of past, present or future sales, income, or gross or net profits of any existing or prospective

franchisee or group of franchisees, unless at the time of making such representation the defendant possesses written material that provides a reasonable basis for the representation; (2) Violating any provision of the franchise Rule 16 C.F.R. Part 436 or the rule as it may later be amended and the disclosure requirements of the UFOC in effect at the time; (3) Assessing or collecting a transfer/training fee from any franchisee who sells or assigns its franchise unless the selling franchisee received a copy of a disclosure statement indicating that such fee would be charged; (4) Failing to monitor and investigate any complaints about compliance with the rule or the injunction; and (5) To cooperate with the Commission in the enforcement of this injunction.

Other than these five (5) actions, no litigation is required to be disclosed in this Item.

#### **ITEM 4**

#### **BANKRUPTCY**

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

#### **ITEM 5**

#### **INITIAL FEES**

Except as noted below, all franchisees purchasing a new franchise pay an initial fee of \$48,500 when they sign the Franchise Agreement. If you purchase an existing center, you will be required to pay Minuteman a Transfer/Training fee of \$35,000 or the then current fee. Prior to signing the Franchise Agreement, you will be required to pay a \$5,500 deposit, commonly referred to as a “binder”. This binder is fully refundable if you do not purchase a franchise. After we receive your binder, we begin the search for your location. When you sign the franchise agreement the binder is applied against the initial franchise fee leaving a balance of \$43,000 (or \$29,000 if a transfer) which is then non-refundable and due at closing. If you are an existing franchisee, you will pay a reduced non-refundable franchise fee of \$35,000 for an additional outlet.

In addition to the fees described above, you will need to purchase or lease equipment before you open your center. We currently recommend and make available to our new franchisees the 2024 equipment package. Further details for this equipment package are listed and described in Exhibit A. If purchased from Minuteman, the cost of the 2024 package is \$92,190.00 plus taxes and shipping, which is nonrefundable and due at closing. If you lease the equipment package, you will be required to make a down payment or prepayment for the equipment of approximately \$7,798. All down payments are non-refundable.

You are also required to purchase Minuteman’s proprietary FLEX Management Software. If you purchase the 2024 equipment package from Minuteman, the FLEX Management Software is included. If not, you will pay a \$7,995 software license fee to Minuteman. If you purchase an existing center currently using third-party software, FLEX, FOCUS, or an earlier version of our management software, you will pay to Minuteman a software license fee ranging from \$3,995 to \$7,995. All software license fees are non-refundable.

If you were referred to us by an existing franchisee and purchase a franchise from us, we will pay such franchisee a referral fee of \$5,000 if you purchase a new center or \$2,500 if you purchase an existing center. The referral fee shall not be paid if you are a current or past employee of the referring franchisee’s center or if an existing franchisee sells you its existing center.

If you are a Military Veteran you will receive a \$10,000 discount on your purchase of a new center or you will receive a \$5,000 discount on your purchase of an existing center.

## ITEM 6

### OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty <sup>1</sup>	6% of total gross revenue, subject to our Royalty Incentive Program	Payable monthly by the 10 <sup>th</sup> day of the next month via electronic funds transfer.	Gross revenue is defined as the total of all sales from the franchise location, excluding sales tax.
FLEX Management Software <sup>2</sup>	\$7,995 and \$370 (plus applicable sales tax), subject to increase	\$7,995 at the time of purchase and \$370 annual support and maintenance fee payable on the anniversary date of the software license.	Fees for software, updates and support.
Website	\$0 to \$395 per month, subject to increase	Payable monthly via electronic funds transfer	Fee for monthly hosting and maintenance of your website.
Internet Marketing Program	\$280 to \$2,280 per month, subject to increase	Payable monthly by credit card	Fee for participating in our Internet Marketing Program (Search Engine Optimization and Search Engine Marketing). Your costs will vary based on your desired spending level. This program is currently optional but we reserve the right to require a minimal spending level in the future.
Audit <sup>3</sup>	Cost of Audit will vary	Payable at time of audit	Payable only if our audit shows an understatement of Gross Revenue greater than 2% or if audit necessary due to your failure to furnish reports
Additional Training <sup>4</sup>	Hotel, food and airfare	As incurred	Minuteman agrees to offer additional training. You are responsible to pay lodging and airfare.
Transfer/Training Fee <sup>5</sup>	The greater of \$35,000 or then current fee	Payable at time of transfer.	Applies to the purchase of an existing center.

UNLESS INDICATED OTHERWISE, ALL FEES ARE PAYABLE TO MINUTEMAN AND NON-REFUNDABLE.

<sup>1</sup> Section 6(b) of the Franchise Agreement requires you to pay us a continuing royalty payment amounting to 6% of gross revenue, payable monthly via electronic funds transfer. If you purchase a new franchise, the royalty fee is waived for the first two (2) months. There is a late charge if you submit your royalty fee or royalty statement after the due date. The late charge is up to \$10 per day for each day the royalty fee is late, and a \$100 late report fee. Minuteman

currently offers a unique Royalty Incentive Program for the benefit of qualifying franchisees. In order to qualify for this program, you must regularly submit your royalty payments and statements on a timely basis as required in Section 6(b) of the Franchise Agreement and otherwise be in compliance with all the terms of the Franchise Agreement. If you meet this criteria, your royalty payment will be capped at a percentage of a set amount (“Maximum Gross Billing Amount”). All sales you make above that amount will not be subject to royalty payments. Please note that Minuteman reserves the right to raise the Maximum Gross Billing Amount or otherwise discontinue this program.

<sup>2</sup> You are also required to purchase Minuteman’s proprietary FLEX Management Software. If you purchase the equipment package from Minuteman, the Software is included. If not, you will pay a \$7,995 software license fee to Minuteman. If you purchase an existing center currently using third-party software, FLEX, FOCUS, or an earlier version of our software such as MSS90 or MSS2000, you will pay to Minuteman a software license fee ranging from \$3,995 to \$7,995.

<sup>3</sup> Minuteman may perform an audit if you fail to timely submit monthly gross sales reports, financial statements or other required financial information.

<sup>4</sup> Minuteman will have no obligation to pay for transportation and lodging expenses and will pay no compensation for any service performed by franchisee or its representative during such additional training period.

<sup>5</sup> Transfer/Training Fee - If you purchase an existing center, the initial franchise fee of \$48,500 shall not be payable. In this instance, you will be required to pay Minuteman a transfer/training fee of \$35,000 or the then current fee.

## ITEM 7

### ESTIMATED INITIAL INVESTMENT

#### YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Initial Franchise Fee <sup>1</sup>	\$35,000 or \$48,500	Lump Sum	At signing of Franchise Agreement	Minuteman
Real Estate <sup>2</sup>	\$1,000 - \$5,000	Lump Sum	At signing of lease	Landlord
Real Estate Security Deposit <sup>3</sup>	\$1,000 - \$5,000	Lump Sum	At signing of lease	Landlord
Equipment Package Deposit (if leased) <sup>4</sup>	\$8,050	Lump Sum	At signing of Lease	To Lessor. Amount may vary depending upon leasing company
Equipment Package <sup>5</sup>	\$92,190	Lump Sum	As incurred	Minuteman or third-party vendor
Xerox Leased Equipment	\$941	Lease Payment	Monthly	Xerox
Equipment Package (Reconditioned) (if available)	\$1,000 - \$1,800	Per the terms of the agreement	Leased/Rented: \$1,000 - \$1,800, according to terms of agreement	ML Leasing or third-party lessor
IT/Computer & Networking	\$0 - \$2,000	As incurred	At commencement of service	Minuteman

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be made
Software <sup>6</sup>	\$0 - \$7,995	Lump Sum	At signing of License Agreement	Minuteman
Insurance (6 months) <sup>7</sup>	\$1,000 - \$2,000	Lump Sum	As Incurred	Insurance Company
Shipping	\$3,000 - \$8,000	Lump Sum	At signing of agreement or lease	Minuteman or ML Leasing
Professional Fees <sup>8</sup>	\$1,000 - \$2,500	As arranged	As arranged	Attorney, Accountant
Utility Deposits <sup>9</sup>	\$0 - \$1,000	Lump Sum	At commencement of utility service	Utility
Business Licenses	\$0 - \$1,000	Lump Sum	At commencement of service	Municipality
Additional Funds (0-6 months) <sup>10</sup>	\$30,000 - \$45,000	As incurred	As incurred	Employees, Suppliers, Utilities
Approximate totals if you lease your Equipment Package: Low = \$80,991 High = \$136,986		Approximate totals if your Equipment Package is purchased outright: Low = \$164,190 High = \$221,126		

**Except where noted otherwise, all amounts that you pay to us are non-refundable. Third-party lessors and suppliers will decide if payments to them are refundable.**

<sup>1</sup> Transfer/Training Fee – If you purchase an existing center, then the initial franchise fee of \$48,500 shall not be payable. In this instance, you will be required to pay Minuteman a transfer/training fee of \$35,000 or the then current fee. Additional Outlet – If you are an existing franchisee, you will pay a reduced non-refundable franchise fee of \$35,000 for an additional outlet.

<sup>2</sup> You will need a retail location with sufficient space, initially between 750 and 1200 square feet. Typically, a Minuteman Press Center is located in a strip center, standalone building, industrial centers, or attached storefront. Rents vary widely depending on location, size, length of lease and general market conditions.

<sup>3</sup> Lease Security deposits will vary depending upon a number of different factors, such as occupancy rate, length of lease, personal vs. corporate signature, personal financial history of Franchisee.

<sup>4</sup> Leasing your equipment reduces your initial investment by spreading out monthly payments for the use of your equipment rather than paying an initial sum for the purchase. You may lease the equipment package through an outside leasing or finance company rather than paying the lump sum amount for the purchase. Leasing the equipment does reduce your initial investment but likely will result in higher payments over the term of the lease because of interest payments and other charges. You and the Lessor will determine the precise amount of any initial or periodic payments at the time of the transaction. Market forces will determine loan repayment totals and interest rates.

<sup>5</sup> Minuteman currently recommends and makes available to its new franchisees the 2024 equipment package. Details and specifications for this equipment package are included in Exhibit A herein.

<sup>6</sup> You are also required to purchase Minuteman's proprietary FLEX Management Software. If you purchase the equipment package from Minuteman, the Software is included. If not, you will

pay a \$7,995 software license fee to Minuteman. If you purchase an existing center currently using third-party software, FLEX, FOCUS, or an earlier version of our software such as MSS90 or MSS2000, you will pay to Minuteman a software license fee ranging from \$3,995 to \$7,995.

<sup>7</sup> You must maintain in force at your sole expense the insurance policies we require in connection with your business. The estimates provided above are for your first six months of operation for the minimum coverage we recommend. Your expenses may vary depending on your specific requirements as designated by your landlord and/or local insurance rates. See Item 8 for details on your current minimum requirements.

<sup>8</sup> The estimate includes legal and accounting services that may be required to start your business, including a legal review of the Franchise Agreement. We recommend you retain a professional to provide accounting services currently estimated at \$200 to \$500 per month.

<sup>9</sup> These amounts are estimates and could vary according to local regulations.

<sup>10</sup> You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We encourage you to seek the advice of a business advisor, such as an accountant to help formulate a business plan and methodology of business operation. Additional funds are estimates only and are intended to apply only during the initial phase of operation. These estimates do not preclude the investment by you of more additional funds after the initial phase of operations is complete. Ongoing costs associated with the operation of the franchise may require such additional funds. Minuteman cannot estimate the period of time when your revenues may exceed your expenses if ever. You should not expect to be profitable at the point in time when your additional funds are completely expended. This is a variable point affected by numerous factors, the biggest of which is management of the business (following Minuteman's suggested systems; pricing; marketing; hiring; record keeping; waste, etc.). You should not infer that your revenues will exceed your expenses at the end of the six (6) month initial phase. Additional funds should not be considered as a source for living expenses during the first year. Remember, these figures are estimates only and Minuteman makes no projections or estimation of the amount of additional funds you may need for the operation of your business after the initial phase.

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

To commence operation of your Center you should purchase computer/hardware and software, digital printing equipment, bindery and finishing equipment, furniture/fixtures and copy equipment. The equipment must be that specifically recommended by Minuteman listed and described in Exhibit A. Specifications and standards imposed on franchisees are formulated and modified based on industry standards for quality and efficiency. Except for our proprietary Management Software, you are under no obligation to purchase this equipment from us. Minuteman is an approved supplier of printing equipment; however, you may elect to purchase some of the equipment from us and the remaining equipment from other vendors or purchase all the equipment from outside vendors so long as the equipment meets Minuteman's specifications. Your use or non-use of any designated or approved supplier will in no way impact specifications. We do not provide you with any material benefits based on your use or non-use of any designated or approved supplier and this will in no way impact the renewal of your franchise agreement or the granting of additional franchises to you.

For the year ended December 31, 2023, Minuteman's revenue from the sale of this equipment to franchisees was \$1,334,079 or 4.03% of Minuteman's total revenue of \$33,161,193. The cost

of equipment purchased in accordance with specifications represents a range from 65% to 70% of your total estimated purchases in connection with the establishment of your business and approximately 5% to 35% of the cost to operate the franchise business on an ongoing basis. You retain the option to choose your own source of equipment leasing, provided it meets our specifications.

MMP Supply, a division of Minuteman is an approved supplier to Minuteman franchisees. MMP Supply offers certain goods such as ink, plate making material, solutions, etc. that may be purchased for the operation of your franchise. You are under no obligation to purchase from MMP Supply and you may choose any other approved supplier or vendor for these goods. Minuteman makes available to you at the commencement of the operation of your store names, addresses and phone numbers of local and national vendors. For the year ended December 31, 2023, MMP Supply's revenue from the sale of goods to Minuteman franchisees was \$355,781 or 1.08% of Minuteman's total revenue. Except for MMP Supply, there are no approved suppliers in which any of our officers owns an interest.

You must maintain, at your expense, the insurance coverage that we require under policies that meet our terms and conditions. Currently, we require you to maintain the minimum recommended coverages through an insurance carrier that is rated at least "A", with a size XII or better by A.M. Best as follows:

\$1,000,000		Per Occurrence – General Liability
a.	\$1,000,000	Errors & Omissions
b.	\$1,000,000	Personal & Advertising Injury
c.	\$2,000,000	Aggregate – General Liability
d.	\$2,000,000	Aggregate – Products/Completed Operations Liability
\$100,000		Cyber Liability
\$1,000,000		Auto Liability
Statutory Limits		Workers' Compensation

You agree to issue a certificate of Insurance evidencing the above coverages, annually or upon request. You agree to specify additional insured status on the Auto policy, as well as for ongoing operations and for completed operations. The above policies will be Primary and Non-Contributory, including a Waiver of Subrogation in favor of Franchisor. You must provide Franchisor all material changes and/or cancellation notices at least 30 days prior to the effective date. We may periodically change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance at any time, to reflect inflation, new risks, changes in law and standards of liability, or other relevant circumstances. The coverages referenced above are minimum requirements. Franchisee should consult with its local insurance agent or legal adviser to ensure that the business operation is adequately insured. Franchisor is not responsible for losses sustained that exceeds insurance coverages under any circumstances.

Minuteman evaluates suppliers throughout the year. Minuteman has a list of approved national vendors that will be provided to you at the time you are ready to commence operation of the franchise. Minuteman has negotiated purchase/lease arrangements with vendors that are made available to its franchisees. If you desire to use any type, brand, or model of equipment, supplies or desire to purchase any equipment or supplies from any supplier (other than a supplier which is then currently approved by us for such item), you must notify us of your desire to do so and submit to us specifications, photographs, samples, and/or other information we request. We will, within 30-60 days, determine whether the item or supplier meets our specifications and standards and notify you whether you are authorized to use such item in the operation of your center or to purchase from the supplier. We may grant our approval subject to



certain conditions, including requirements relating to quality and condition of the item, the reliability and standards of service, and may grant our approval on a temporary basis pending a further evaluation of the equipment or supplier. We currently do not charge a fee for approval of a supplier, but we reserve the right to do so in the future. The standards and specifications are issued to franchisees in the Operations Manual and by informational memos issued periodically. We do not prescribe criteria for supplier approval and procedures for the submission of requests for approval of equipment, supplies, and suppliers, but we reserve the right to do so in the future.

Several approved suppliers will provide Minuteman with payments in connection with franchisee purchases. These credits and fees will be in a range of 0.5 to 5.0% of the total purchases by franchisees from these suppliers. Except as disclosed above, Minuteman derives no revenue or any other material benefit from approved suppliers that provide products and/or services to our franchisees. However, some suppliers may provide us with test equipment for use in our training center, advertise in our newsletters, and may also sponsor events and/or rent booth space at Minuteman's national convention or regional meetings.

## **ITEM 9**

### **FRANCHISEE'S OBLIGATIONS**

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

<b>OBLIGATION</b>		<b>SECTION IN AGREEMENT</b>	<b>ITEM IN DISCLOSURE DOCUMENT</b>
a.	Site Selection and Acquisition/Lease	Section 3	Items 6 & 11
b.	Pre-Opening Purchase/Leases	Sections 3 & 9	Items 7 & 8
c.	Site Development and other Pre-Opening Requirements	Section 9	Items 6, 7 & 11
d.	Initial and Ongoing Training	Section 5	Item 11
e.	Opening	Section 8	Item 11
f.	Fees	Section 6 (Section 3 & 4 of Software License Agreement)	Items 5 & 6
g.	Compliance with Standards and Policies/Operating Manual	Sections 8, 10 & 11	Item 11
h.	Trademarks and Proprietary Information	Sections 2 & 13 (Section 8 of Software License Agreement)	Items 13 & 14
i.	Restrictions on Products/Services Offered	Sections 8 & 10	Item 16
j.	Warranty and Customer Service Requirements	Section 10(a)	Item 11
k.	Territorial Development and Sales Quotas	Not Applicable	Item 12
l.	On-Going Product/Service Purchases	Section 9	Item 8
m.	Maintenance, Appearance and Remodeling Requirements	Sections 8 & 11	Item 11

OBLIGATION		SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
n.	Insurance	Section 8	Item 7 & 8
o.	Advertising	Not Applicable	Item 11
p.	Indemnification	Section 8 & 17	Item 7 & 8
q.	Owner's Participation/ Management/Staffing	Section 8	Items 11 & 15
r.	Records/Reports	Sections 8 & 12	Item 6
s.	Inspection/Audits	Sections 8 & 12	Items 6 & 11
t.	Transfer	Section 16	Item 17
u.	Renewal	Section 7	Item 17
v.	Post-Termination Obligations	Sections 15 & 19 (Section 10 of Software License Agreement)	Item 17
w.	Non-Competition Covenants	Section 19	Item 17
x.	Dispute Resolution	Section 23 (Section 14 of Software License Agreement)	Item 17

## **ITEM 10**

### **FINANCING**

Except as noted below, Minuteman does not offer direct or indirect financing of your initial investment, equipment or the continuing operation of your franchise. Minuteman does not guarantee your note, lease or any other obligation to third parties.

You may obtain financing from third-parties, including lending sources we may suggest to assist you in the financing of the equipment package. The availability of financing will be subject to your financial strength as well as current market conditions. The terms and conditions of any financing will be arranged between you and the third-party lender. Minuteman does not receive any direct or indirect financial benefit from referrals to or the placement of financing with any third-party lender.

Minuteman has arranged for certain equipment leasing through Xerox Corporation, 45 Glover Avenue, Norwalk, CT 06850. If you lease through Xerox, your monthly payment will be approximately \$941, however, payment amount and terms may vary according to the equipment package financed. Xerox requires personal guarantee from you and your spouse and retains a security interest in the equipment. The equipment lease can be pre-paid at any time without penalty during the term of the lease. Minuteman does not guarantee your note, lease or any other obligation. The Lessor sets the conditions of assignment of the lease as set forth in the terms of the applicable lease agreement. A copy of the Xerox Lease Agreement is attached to Exhibit "L".

Minuteman, through its division, ML Leasing, 61 Executive Boulevard, Farmingdale, NY 11735, may make available to qualified franchisees, a four (4) or five (5) year lease for a reconditioned equipment package (if available) described in Equipment Schedule "A" of the Franchise Agreement. The monthly lease payments range between \$1,200 and \$2,000 based on an APR of 10%. You may be required to make security deposits or pre-payments ranging from 0-6

months of equivalent monthly lease payments. ML Leasing requires a personal guarantee from you and your spouse and retains a security interest in the equipment. The equipment lease can be pre-paid at any time without penalty during the term of the lease. If you do not make a payment on time, ML Leasing may demand payment on all past due payments, remove the equipment and charge you liquidated damages of up to \$10,000. ML Leasing can recover its costs of collection, including court costs and attorney's fees. A copy of the ML Lease Agreement is included in this Disclosure Document as Exhibit B. Minuteman does not presently have any practice to sell, assign or discount to a third-party any part of its financing arrangements.

## **ITEM 11**

### **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

**Except as listed below, Minuteman is not required to provide you with any assistance.**

#### **PRE-OPENING OBLIGATIONS**

1. We will assist you in locating a site for your franchise business and assist you in the negotiation of the lease for your store site (See Franchise Agreement Section 3). We do not own the premises you lease. The lease that you sign will be between the Landlord and you personally or your corporation if applicable.
2. We will assist you in planning the layout of a new Minuteman Press Center, which will essentially comply in appearance with most other Minuteman Press Centers (See Franchise Agreement Section 4(a)(viii)). If, however, you are purchasing an existing Minuteman Press Center we have no obligation with respect to any planning or layout for the existing location.
3. We will assist you by providing a qualified field representative on site for a minimum of 60 hours during the initial set-up and operation of your Minuteman Press Center (See Franchise Agreement Section 4(a)(x)). During the initial set-up phase, our representative will assist with the installation and set-up of equipment.
4. Minuteman will provide you with samples of approved advertising for your use as a Minuteman franchisee. Minuteman does not provide for advertising through a Franchisor sponsored or other cooperative. The Franchise Agreement does not require Franchisees to join any advertisement cooperative. We will provide you with digital graphics files for materials consisting of letterhead, envelopes, flyers and business cards.
5. We will provide you with a training program for 10 days over a 2 week period. At Minuteman's discretion, the training program may be conducted via video conference or through other remote/virtual means. If in-person training is conducted at the Minuteman Press training center in New York, Minuteman shall pay the cost of training, transportation and lodging for the 10 days for one owner. Minuteman provides training for additional employees of the franchisee. You will, however, be responsible for all transportation, food, lodging and other expenses incurred by the additional trainees. Minuteman, at its sole discretion, may use a field representative to train your employee on site. (See Franchise Agreement Section 5).
6. We will provide advice and instruct you in a basic record keeping system (currently QuickBooks) to be used in the operation of the Minuteman Press Center. You are

trained in the operation of Minuteman's proprietary management software programs. (See Franchise Agreement Section 4 (a)(i)).

7. You will be supplied with an Official Manual of Operations which covers subjects such as: operation and maintenance of equipment; advertising, marketing, paper purchases, management software, as well as other areas to be used as a guideline by the Franchisee in the operation of the business (See Franchise Agreement Section 4).

### **POST-OPENING OBLIGATIONS**

1. Minuteman will provide you with specifications, standards and operating procedures to be used by you and adopted by Minuteman in the operations manual. Minuteman will from time to time include updates and modifications.
2. Minuteman will make available at its discretion, from time to time "on location" assistance after the opening of the Minuteman Press Center. The assistance that Minuteman offers will come in various forms, including telephonic advice, on site assistance through its regional office network by either a technical or marketing representative of the company.
3. Minuteman has in place an 800 TCC communication center which provides you the ability of calling Minuteman's 800 phone number for answers to operational questions (for US and Canada only).
4. Minuteman also produces a newsletter which is distributed to the franchisees concerning operation of the system, such as marketing/technical tips and general franchise information. (See Franchise Agreement Section 4 (a)(ii)).

### **ADVERTISING**

Minuteman currently has no required advertising program, advertising council or local or regional advertising cooperatives. You will be responsible for your own direct marketing and local advertising of your center. It is recommended that you spend at least an amount equal to 5% of all gross revenues on direct marketing and local advertising each year which includes a portion being spent on digital advertising such as online advertising, pay per click campaigns, and search engine optimization. Additionally, it is recommended that you list your center in one or more classified telephone directory in your area and equivalent online directories. You are permitted to use your own advertising materials although we must approve any materials you develop for your own use. To gain our approval, you must submit samples to us for review. Generally, we will notify you of our approval or rejection within 30 days from submission. We provide samples of approved advertising, both print and internet, in our Operations Manual, website and in memos issued periodically.

### **COMPUTER AND SOFTWARE REQUIREMENTS**

You are required to use a personal computer system including Minuteman's proprietary Management Software and other non-proprietary hardware and software and related accessories which are included in Minuteman's recommended equipment packages. The hardware and software purchased and/or leased currently consists of the following:

#### **Hardware**

- 2 Dell Computers with 2 wide monitors
- 1 Dell Laptop

2 Battery Back Up  
HP LaserJet Printer

**Software**

FLEX Management Software  
Adobe Creative Cloud  
QuickBooks  
Microsoft Office  
Win Pro Office

These computer systems and software are included in the equipment package available from Minuteman, but some, such as Adobe Creative Cloud and Quickbooks, must be purchased separately from third-party vendors. If purchased from Minuteman the cost of the equipment package is \$92,190. See Item 7 for further details.

Minuteman has its own proprietary Management Software program which you are required to purchase from Minuteman. The cost to license the Software ranges from \$3,995 to \$7,995 and currently requires an annual \$370 maintenance and support fee. The Software was developed by Minuteman specifically for the use by Minuteman franchisees to organize and track prices and maintain a database for customers and potential customers. The Software further enables you to track accounts receivable. Minuteman has no contractual obligation to upgrade or update its software program but if it does so, updates will be offered to you for your use at the then current price. Historically, Minuteman has updated its management software on a regular basis. At this time, Minuteman cannot currently estimate the annual cost of any future updates or upgrades or when such upgrades will be made (See Franchise Agreement, Schedule “C” – Software License Agreement).

Computer systems hardware and software are constantly being improved and upgraded for better performance. In time, it may become necessary to replace your hardware or upgrade your entire computer system including your software with a system capable of assuming and discharging all of those computer related tasks and functions as suggested by Minuteman in the future. The cost of potential updates and upgrades is not known. There is no contractual requirement that you upgrade your system, however, we may require it or you may deem it prudent in the future to do so for efficiency reasons.

The above computer systems generate and collect point-of-sale and sales accounting information and data. We have remote access to the data, and maintains the right to access all such data at any time. There are no contractual limitations on our right to access this information and data.

**CONFIDENTIAL OPERATIONS MANUAL**

A copy of the table of contents of our Confidential Operations Manual is attached to this disclosure document as Exhibit E. Currently, the Confidential Operations Manual contains approximately 1179 pages.

**SITE SELECTION**

You may locate your own site, however, both you and Minuteman must agree mutually on the final selection. Our approval should not be construed as any warranty or

guarantee of success (See Franchise Agreement Section 3). The following factors may be considered in judging a location acceptable:

1. Population volume
2. Business enterprises readily available
3. Commercial income
4. Vehicle accessibility
5. Pedestrian walk-in availability
6. Financial institutions in area
7. Accessibility to post office
8. General area cleanliness and security

Sources which may be used to obtain this information are:

1. U.S. Post Office
2. Chamber of Commerce
3. Better Business Bureau
4. Newspapers
5. Building and Development Departments
6. Physical count and inspections

Although there is no time limit for our approval of your site, we generally will provide our approval or rejection within 30 days or less. If we do not approve the site you proposed, we will allow you to examine alternative sites for your center. The Franchise Agreement does not have a provision that addresses termination if you do not select a site within a prescribed period. The time between the signing of your franchise agreement and the opening of the business will vary between 6-12 weeks, depending on the rate of renovation to the franchisee's location.

### **TRAINING PROGRAM**

Prior to opening your Center, you are required to attend and complete to our satisfaction our training program. The training program is a 10 day program held over a 2 week period. The training program is conducted from Minuteman's headquarters in New York. At Minuteman's discretion, the training program may be conducted by video conference or through other remote/virtual means. The program was designed by Michael Jutt, Director of Training for Minuteman since 1975. Minuteman will pay the cost of such training including the transportation and the cost of lodging for one owner during the training period. You will not be compensated for any services performed by you during such training period. You may at your request receive at your own expense, additional training. We will agree to provide training for a full-time employee. Minuteman, however, has no obligation to pay for transportation and lodging and will pay no compensation for any service for and by you or your representatives during such additional training. Minuteman offers additional training, free of charge, to your managers or employees, however, you are responsible for their transportation and lodging costs, if training is conducted at the home office in New York. The following table summarizes the topics covered during the initial training program.

Michael Jutt, Pete Taglino and Thomas Carnesi will teach and supervise the classes. Michael Jutt is the Director of Training since the inception of Minuteman. He is a graduate of the 3M Company's Industrial Graphics School and trained by AM International. Pete Taglino, Co-Director of Training, 2008 to date; Field Representative, 2004 to 2008. Mr. Taglino has also served as Press Operator at a Long Island based Minuteman Press franchise from 1984 to 2004. Thomas Carnesi became Co-Director of Training in January 2021. Before then, Mr. Carnesi had been a National Support Specialist for Minuteman from January 2020 to December

2020. He has also served as a Field Representative serving the Long Island region from January 2012 to December 2020, and served as a press operator for various locations from 2004 to December 2011.

**TRAINING PROGRAM**

<b>SUBJECT</b>	<b>HOURS OF CLASSROOM TRAINING</b>	<b>HOURS OF ON THE JOB TRAINING</b>	<b>LOCATION</b>
General Introduction Owning and Managing your business	4.5	N/A	Remote Classroom and/or Center
Marketing and Advertising Budgeting and ROI Overall Procedures	12.25	20	Remote Classroom and/or Center
Product and Production Staffing and Goals Purchasing Services	2.25	4	Remote Classroom and/or Center
Management Software Pricing, Workflow, Invoicing, etc.	14.25	28	Remote Classroom and/or Center
Designing and Graphics Types of Software and Options of Use	7.75	5	Remote Classroom and/or Center
Offset and Digital Printing Production Technologies	5	5	Remote Classroom and/or Center
Equipment Investments Specifications and Contracts Choice Vendors	2.25	N/A	Remote Classroom and/or Center
Finishing/Bindery Equipment Capabilities and Operation	2	5	Remote Classroom and/or Center
Recordkeeping QuickBooks, Chart of Accounts and Reports	5	2	Remote Classroom and/or Center
Paper Selection Weights and Measurements Inventory and Purchasing	1.5	6	Remote Classroom and/or Center
Direct Mail and Unaddressed Mail Distribution and Processing	2.25	8	Remote Classroom and/or Center
Franchise Policies Procedures Support and Reporting	3.5	3	Remote Classroom and/or Center
Miscellaneous Items such as Safety, Data Backup, Maintenance, etc.	1.75	2	Remote Classroom and/or Center

\*The hours provided above are approximate and subject to change. At our discretion, we may modify the subject matter and course content. We reserve the right to conduct all or part of the training program by video conference or through other remote/virtual methods.

## **ITEM 12**

### **TERRITORY**

You will operate from a location approved by Minuteman. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Minuteman does not grant exclusive territories to its franchisees. Minuteman does not presently have any company owned stores. Although there are no current plans to do so, Minuteman reserves the right to establish company owned stores or other channels of distribution in the future. Minuteman does not operate any other franchised business that sells printing services similar to those offered in a typical Minuteman Press Center.

Although we have no present intention to do so, we and our affiliates may sell products or services under our trademarks at any location through any method of distribution including sales through such channels of distribution as the Internet, catalog sales, telemarketing or other direct marketing sales (“alternative distribution channels”) and you will receive no compensation for our sales through these alternative distribution channels. As you are not granted an exclusive territory, there are currently no restrictions on your ability to use alternative distribution channels to solicit or accept orders from consumers at any location, but we reserve the right to impose such restrictions in the future without first obtaining your consent. Neither we nor our affiliates have established or presently intends to establish, other franchised or company-owned stores which sell similar goods or services under a different trademark, but we reserve the right to do so in the future without first obtaining your consent.

You may relocate your Minuteman Press Center but only after you have received the written approval from Minuteman. Approval will be based on the following conditions:

1. You must submit the request to move your location in writing to Minuteman;
2. You must not be in default of any of the terms of your Franchise Agreement;
3. Minuteman will evaluate the proximity of your proposed location to other stores in the proposed area (both Minuteman franchises and competitors); and
4. Minuteman will work with you to evaluate the proposed location and the surrounding area to sustain an aggressive marketing campaign.

You have no options, right of refusal or similar right to acquire additional franchises, however, Minuteman will consider your request based on the following conditions:




1. You must not be in default of any of the terms of your Franchise Agreement;
2. Your financial history and financial stability of your existing business; and
3. Your demonstrated ability, competency and management at your existing center.



## ITEM 13

### TRADEMARKS

The Franchise Agreement licenses you to use our proprietary trademarks, service marks, trade names, trade dress and commercial symbols (collectively, the “Marks”). You may not use any of the Marks as part of your corporate or business entity name. We are the owners of the Marks listed below:

TRADEMARK, SERVICE MARK OR DESIGN	U.S. REGISTRATION #	DATE OF REGISTRATION
Minuteman Press	# 2,314,083	February 1, 2000
Minuteman Press	#5,589,304	October 23, 2018
	# 3,304,742	October 2, 2007
	# 2,464,535	June 26, 2001
We Design, Print & Promote...You!	#5,138,462	February 7, 2017
International Minute Press	# 1,667,927	December 10, 1991
	# 3,304,743	October 2, 2007

We will notify you in writing (through the Operations Manual or otherwise) which Marks you are licensed to use. You must only use and display the Marks in accordance with the specifications in the Operations Manual or otherwise. Your use of the Marks and any related goodwill is to our exclusive benefit and you retain no rights in the Marks. You retain no rights in the Marks upon termination of the Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing.

There are no currently effective determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation involving the Marks. There are no superior prior rights in the Marks or infringing uses actually known to us that could materially affect your use of the Marks. There are currently no agreements in effect that significantly limit our rights to use or license the use of any Marks in any manner material to the franchise.

We are not required to protect you against infringement or unfair competition claims arising out of your use of the Marks, or to participate in your defense and/or indemnify you. We reserve the right to control any trademark litigation and will be the sole judge as to whether suit will be brought or settled in any instance when any person or entity infringes the Marks. You must

notify us promptly of any infringement or unauthorized use of the Marks that you become aware of and to cooperate with any action that we undertake. If any party claims that its rights to use any of the Marks are superior and if we determine that the claim is valid, you must, at your expense, immediately make the changes and use the substitutions to the Marks as we require. We reserve the right to change or discontinue the use of the Marks, or any name, symbol, or other corporate identification.

#### **ITEM 14**

##### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

There are no patents that are material to the franchise. Minuteman has obtained a copyright registration from the United States Copyright Office for its FOCUS Management Software on September 6, 2006; Registration Number TX6-486-691. Minuteman intends to renew its copyright registrations when due.

Minuteman's right to use or license these copyrights is not materially limited by any agreement or known infringing use. Minuteman's copyrights are not currently the subject of any pending litigation.

Minuteman will not protect your right to use the copyrights, nor is Minuteman required to participate in your defense. You must notify Minuteman of any infringing uses or adverse claims by others. If notified, Minuteman is under no obligation to take any affirmative action. Minuteman is not required to reimburse you for any expenses or damages you may incur in defending your right to use the copyrights. We are not aware of any infringing uses or superior previous rights to any of the copyrights that could materially affect your use of them in any state.

Minuteman will communicate to you certain trade secrets and confidential information. Minuteman's trade secrets and confidential information is included in part in the Confidential Operations Manual. This information can only be used by you in conjunction with your center. No other use of your operation manual outside the operation of your center is permitted.

#### **ITEM 15**

##### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

During the term of your Franchise Agreement, except as otherwise approved in writing by us, you, or if you are a corporation, partnership, or other business entity, a principal, general partner, or your fully trained manager, must devote full-time and best efforts to the management and operation of the Center. The Center must at all times be under the direct on premises supervision of a manager who has attended our training program. You must also maintain a competent, conscientious, neat and trained staff where applicable. We impose no limitations as to who you may hire as your manager except that you must comply with all applicable laws and you must not harm the goodwill associated with the Minuteman system and our proprietary marks.

We do not have the right to approve or disapprove of your choice for manager. Your manager is not required to have an equity interest in your business. Your manager, where you are an owner who is not also an operator, is required to attend our training program. Your manager must sign a confidentiality agreement maintaining confidentiality of our trade secrets and other

proprietary information and abide by the non-compete restrictions which are valid for two years after the termination of their employment. You may send any employees at any time for training under the terms of your Franchise Agreement and as outlined in Item 11 of this Disclosure Document.

### **ITEM 16**

#### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

We do not restrict the types of goods and services that you may offer. We require you to offer and sell only goods and services that we have approved. Our approval is based on whether the goods or services are lawful and do not injure our name or system. We reserve the right to change the types of goods and services you are approved to provide. There are no limits on our right to change the approved goods and services from time to time as provided in the Operations Manual or otherwise in writing.

The Franchise Agreement does not require you to fix a specified or minimum price for any goods or services sold. Minuteman produces a suggested pricing list which may be changed to adopt to local market conditions or competition. Before adjusting any pricing, we strongly urge you to conduct a survey of local competition and pricing and submit the survey in writing to us for analysis and comments. You retain sole and absolute discretion in all product pricing matters.

### **ITEM 17**

#### **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

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

#### **THE FRANCHISE RELATIONSHIP**

PROVISION		SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a.	Length of the franchise term	Section 7 (Section 5 of Software License Agreement)	35 years (Software License term begins when you sign the Software License Agreement and continues during the term of the Franchise Agreement)
b.	Renewal or extension of the term	Section 7	35 years
c.	Requirements for franchisee to renew or extend	Section 7	Written notice required; cannot be in default; sign current agreement; sign releases. You may be asked to sign a franchise agreement with materially different terms and conditions than your original agreement.
d.	Termination by Franchisee	Section 15(h)	Franchisee may terminate if material breach of Section 4 of franchise agreement after notice and opportunity to cure, or upon any other ground available under applicable state law.
e.	Termination by franchisor without cause	None	None

PROVISION		SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
f.	Termination by franchisor with cause	Section 14 (Section 10 of Software License Agreement)	Minuteman can terminate only upon your default of the agreement. (Minuteman can terminate the Software License Agreement upon your default of the Agreement or if your Franchise Agreement is terminated or expires)
g.	“Cause” defined-curable defaults	Section 14	You have 10 days after written notice to cure: default under any lease, covenants of the agreement, misuse or removal of trademarks.
h.	“Cause” defined-non-curable defaults	Section 14	Non-curable defaults; abandonment; insolvency; bankruptcy; dissolution proceedings commenced.
i.	Franchisee obligations on termination/non-renewal	Section 15 (Section 10 of Software License Agreement)	Obligations include payment of all amounts due; return Operations Manual; discontinue use of all items identifying Minuteman; attorney’s fees. (Return of software, documentation, and manuals)
j.	Assignment of contract by franchisor	Section 16	No restriction on Minuteman’s right to assign, however, no assignment will be granted except to an assignee who in the good faith judgment of Minuteman, is willing and able to assume its obligations.
k.	“Transfer” by franchisee – defined	Section 16	Includes transfer of franchise agreement or ownership change.
l.	Franchisor approval of transfer by franchisee	Section 16	Minuteman retains the right to approve all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Section 16	Written consent; training/transfer fee paid by purchaser; not in default; current agreement signed by new franchisee and release to be signed by you.
n.	Franchisor’s right of first refusal to acquire franchisee’s business	Section 16	You must provide Minuteman with the right to acquire your franchise under the same terms and conditions as a bona fide prospective purchaser.
o.	Franchisor’s option to purchase franchisee’s business	Section 15	Upon expiration or termination, we can buy certain assets at a price equal to your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Section 16	Transferable to heirs or other shareholders upon approval.
q.	Non-Competition covenants during the term of the franchise	Section 19	No involvement in any similar business
r.	Non-Competition covenants after the franchise is terminated or expires	Section 19	No competing business for 2 years within 5 miles of former location and 5 miles within an existing Minuteman Center.
s.	Modification of the agreement	Section 22 Section 25(b)	No modifications, but Operations Manuals are subject to change
t.	Integration/Merger Clause	Section 22 (Section 19 of Software License Agreement)	Only terms of the franchise agreement (and Software License Agreement) are binding. Any representations or promises made outside this disclosure document and franchise agreement may not be enforceable.

PROVISION		SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
u.	Dispute resolution by arbitration or mediation	Section 23	Parties must submit to Arbitration in NY initially.
v.	Choice of forum	Section 23 (Section 14 of Software License Agreement)	Litigation must be in a NY State Court or US District Court in Suffolk County, NY
w.	Choice of Law	Section 23 (Section 14 of Software License Agreement)	New York law applies.

See the state addenda to the Franchise Agreement and disclosure document for special state disclosures.

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.

### **ITEM 18**

#### **PUBLIC FIGURES**

Minuteman does not use any public figure to promote its franchise.

### **ITEM 19**

#### **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's 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 if 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 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.

The financial performance representations contained in this Item 19 contains certain historical data as provided by our franchisees.

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

Each franchisee's experience is unique and the results may vary depending upon a number of factors. The general economic conditions of your center's location, competition, your effectiveness in the management of your center, and the overall efficiency of your business operation may differ materially from the results reported above. These matters should be carefully considered when developing your business plan.

The services offered by Minuteman to its franchisees are materially similar throughout the country. The services offered by the franchisees may vary somewhat as to type and extent depending on a number of factors. The franchisee's sales volume is dependent on the type and quality of the services it offers to the general public. This volume will also be greatly influenced by the individual franchisee's sales and marketing efforts. It has been Minuteman's experience that there is no substitute for diligent marketing efforts by the franchisee. Many Centers provide digital and/or offset printing capabilities, basic bindery, and design services on premises, while many utilize outside vendors for printing and marketing related services. As a Center grows and matures, many franchisees have leased, purchased or acquired access to equipment which allows them to have greater production capabilities than could be provided from the standard new Center equipment package.

For purposes of this Item 19, "Gross Sales" means all sales revenues (excluding sales tax) a franchisee derives from operating a Minuteman Press or International Minute Press Center, which shall be referred to as a "Center" or "Franchised Center."

Our financial reporting year is January 1 through December 31.

Written substantiation of the data used in preparing this financial performance representation will be made available upon reasonable request.

\*\*\*\*\*

Table No. 1 below provides historical data reported by franchisees and represents our estimates of the Average Gross Sales of franchised Centers located in the United States during the 2023 calendar year. This table excludes data from franchise owners that were not operational for the entire calendar year prior to the study or failed to provide sales reporting data for all twelve months or were under audit. This table includes data reported from 586 U.S. centers. Reported annual sales range from a low of \$54,249 to a high of \$13,958,419.

**TABLE NO. 1  
U.S. FRANCHISED CENTER GROSS SALES STUDY  
FOR YEAR 2023**

Number of Centers Reporting	Percentage of Centers Reporting	Annual Gross Sales Median	Annual Gross Sales Average	Number & Percentage of Centers that attained/surpassed Gross Sales Average		Number & Percentage of Centers that attained/surpassed Gross Sales Median	
				Number	Percentage	Number	Percentage
586 <sup>1</sup>	79%	\$524,222	\$704,042 <sup>2</sup>	190	32%	291	50%

**Notes:**

1. As of December 31, 2023, there were 743 franchised Centers in the U.S.
2. Annual Gross Sales Average is defined as the sum of Annual Gross Sales of all the Centers that reported in the study divided by the total number of Centers included.

\*\*\*\*\*

Table No. 2 below provides historical data reported by franchisees and provides the number of all franchised Centers worldwide that obtained or exceeded \$1,000,000 in Gross Sales during the 2023 calendar year. This table excludes data from franchise owners that were not operational for the entire calendar year or failed to provide sales reporting data for all twelve months.

This table includes data reported from U.S. centers. Reported annual sales range from a low of \$54,249 to a high of \$13,958,419.

**TABLE NO. 2**  
**FRANCHISED CENTERS EXCEEDING \$1,000,000 IN ANNUAL GROSS SALES**  
**PRESIDENT'S MILLION DOLLAR CLUB<sup>4, 5</sup>**  
**FOR YEAR 2023**

	Number of Centers	Percentage of System	Annual Gross Sales - Low	Annual Gross Sales - High
<b>Top Performing Centers</b>	100	14.0%	\$1,000,785	\$13,958,419
<b>Bottom Performing Centers</b>	100	14.0%	\$54,249	\$285,504

**Notes:**

1. As of December 31, 2023, there were 743 franchised U.S. Centers of which 100 U.S. Centers attained membership in the *President's Million Dollar Circle*. Based upon data collected from franchisees, members' annual gross sales range from one million to \$13,958,419 million U.S. dollars.
2. In an effort to better assist our franchisees and to improve the system as a whole, we have created an advisory committee known as the *President's Million Dollar Club*. Membership is predicated on the franchisee attaining gross sales over one million U.S. dollars in the prior calendar year. Members provide input as to various matters that affect the franchise system such as marketing/advertising, services, equipment, staffing, and vendors. In addition to various surveys and questionnaires that occur during the course of the year, the members meet once annually to network and discuss issues affecting the industry and the franchise system. Members may also serve as panelists on various issues at franchise conventions or regional franchise meetings. The membership fluctuates from year to year but a list of all members is available upon request.
3. It should be noted that the gross sales of the *President's Million Dollar Club* are not representative of the system as a whole, nor are their sales typical or average of Minuteman centers. As a Center grows and matures, many franchisees have leased, purchased or acquired access to equipment which allows them to have greater production capabilities than could be provided from the standard new Center equipment package.

\*\*\*\*\*

Table No. 3 below sets forth certain cost and expense information as a percentage of Gross Sales and provides historical data as reported by U.S. franchisees participating in our Business Management Survey conducted in February 2024. Surveys were sent to 743 franchisees representing those U.S. franchised Centers operational and in business for twelve consecutive months at the time of the survey. 164 of the 743 Centers (22.8%) participated in the Survey and returned a response. This table excludes data from non-participating franchisees including those that were not operational for the entire twelve-month period as of the time of the study.

**TABLE NO. 3  
COST OF GOODS SOLD AND LABOR COSTS STUDY<sup>2</sup>  
FOR YEAR 2023**

Cost Category	Centers Reporting <sup>1, 2</sup>	Median <sup>7</sup>	Average	Number & Percentage of Centers that attained/surpassed average		Number & Percentage of Centers that attained/surpassed median	
				Number	Percentage	Number	Percentage
Cost of Goods Sold <sup>5</sup>	163 <sup>3</sup>	33%	33.47%	84	51.5%	83	50.1%
Labor Costs <sup>6</sup>	164	22%	22.06%	85	51.28%	85	51.29%

**Notes:**

1. As of December 31, 2023, there were 743 franchised Centers in the U.S.
2. In February 2023, we conducted a Business Management Survey seeking certain costs and expense information as a percentage of Gross Sales.
3. For the Cost of Goods Sold study, 1 of the 164 responses received were excluded due to an incomplete or incorrect response.
4. “Cost of Goods Sold” means the percentage of sales revenue spent on paper, outside purchase/services, click charges, and other materials used in the production process.
5. “Labor Costs” means the percentage of sales revenue spent on wages, payroll taxes and benefits, excluding one (1) franchise owner(s).
6. The “median” is the middle value of all reporting Centers percentages arranged in order.

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Please note this financial performance representation is prepared without an audit. No certified public accountant has audited the figures reported above or has expressed his/her professional opinion as to its content or form.

Written substantiation for the data used to prepare this financial performance representation will be made available to you upon reasonable request.

Many factors, including location, management capabilities, local market conditions, and other factors, are unique to each center and may significantly impact the financial performance of the center.



You are responsible for developing your own business plan for your center, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances. We encourage you to consult with your own accounting, business, and legal advisors in doing so. In developing your business plan, you are cautioned to make necessary allowance for changes in financial results to income, expenses, or both, that may result from operation of your center in different geographic areas or new market areas suffering from economic downturns, inflation, unemployment, or other negative economic influences.

Other than the preceding financial performance representation, Minuteman does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Minuteman’s management by contacting Nicholas R. Titus, 61 Executive Blvd., Farmingdale, NY 11735, (631) 249-1370, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**

**OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1**

**SYSTEMWIDE OUTLET SUMMARY  
FOR YEARS 2021 TO 2023**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2021	948	959	+11
	2022	959	972	+13
	2023	972	996	+24
Company	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	948	959	+11
	2022	959	972	+13
	2023	972	996	+24

**TABLE NO. 2**

**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS  
(OTHER THAN THE FRANCHISOR)  
FOR YEARS 2021 TO 2023**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Alabama	2021	0
	2022	1
	2023	0
Arizona	2021	1
	2022	1
	2023	0
California	2021	4
	2022	7
	2023	7
Connecticut	2021	0
	2022	1
	2023	2
Colorado	2021	2
	2022	2
	2023	0
Florida	2021	1
	2022	5
	2023	7
Georgia	2021	3
	2022	1
	2023	3
Illinois	2021	1
	2022	0
	2023	1
Kentucky	2021	2
	2022	1
	2023	0
Louisiana	2021	1
	2022	0
	2023	0
Maryland	2021	1
	2022	0
	2023	2
Massachusetts	2021	0
	2022	0
	2023	3
Michigan	2020	1
	2021	0
	2022	0
	2023	0
Minnesota	2021	2
	2022	0
	2023	3

State	Year	Number of Transfers
Missouri	2021	0
	2022	1
	2023	0
Maine	2021	0
	2022	0
	2023	1
New Jersey	2021	3
	2022	0
	2023	1
New Hampshire	2021	0
	2022	0
	2023	1
New Mexico	2021	0
	2022	0
	2023	1
New York	2021	2
	2022	1
	2023	3
North Carolina	2021	1
	2022	6
	2023	2
Ohio	2021	3
	2022	2
	2023	3
Oregon	2021	1
	2022	2
	2023	0
Pennsylvania	2021	1
	2022	0
	2023	1
Rhode Island	2021	1
	2022	0
	2023	0
South Carolina	2021	0
	2022	1
	2023	1
South Dakota	2021	0
	2022	0
	2023	0
Tennessee	2021	2
	2022	0
	2023	0
Texas	2021	5
	2022	3
	2023	6
Utah	2021	1
	2022	0
	2023	0
Vermont	2021	0
	2022	0
	2023	0

Virginia	2021	0
	2022	0
	2023	3
Washington	2021	1
	2022	1
	2023	4
Wisconsin	2021	2
	2022	1
	2023	0
Wyoming	2021	1
	2022	0
	2023	0
Total	2021	42
	2022	37
	2023	55

**TABLE NO. 3**

**STATUS OF FRANCHISED OUTLETS  
FOR THE YEARS 2021 TO 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Alaska	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Arizona	2021	10	1	0	0	0	0	11
	2022	11	2	0	0	0	1	12
	2023	12	1	0	0	0	0	13
Arkansas	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
California	2021	82	3	0	0	0	1	84
	2022	84	2	0	0	0	1	85
	2023	85	8	0	0	0	0	93
Colorado	2021	16	1	0	0	0	1	16
	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	0	16
Connecticut	2021	21	0	0	0	0	2	19
	2022	19	0	0	0	0	0	19
	2023	19	0	0	0	0	0	19

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Delaware	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
DC	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Florida	2021	57	4	0	0	0	0	61
	2022	61	1	0	0	0	1	61
	2023	61	1	0	0	0	1	61
Georgia	2021	21	0	0	0	0	1	20
	2022	20	0	0	0	0	0	20
	2023	20	0	0	0	0	0	20
Idaho	2021	3	2	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	1	0	0	0	0	6
Illinois	2021	27	1	0	1	0	0	27
	2022	27	1	0	0	0	1	27
	2023	27	1	0	2	0	1	25
Indiana	2021	5	0	0	0	0	1	4
	2022	4	0	0	0	0	0	4
	2023	4	1	0	0	0	0	5
Iowa	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Kansas	2021	4	0	1	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Kentucky	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
	2023	13	1	0	0	0	0	14
Louisiana	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Maine	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Maryland	2021	16	0	0	0	0	0	16
	2022	16	1	0	0	0	0	17
	2023	17	1	2	0	0	0	16
Massachusetts	2021	26	0	0	0	0	0	26
	2022	26	1	0	0	0	0	27
	2023	27	1	0	0	0	2	26
Michigan	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
	2023	5	5	0	0	0	0	10
Minnesota	2021	21	0	0	0	0	0	21
	2022	21	0	0	0	0	0	21
	2023	21	0	0	0	0	0	21

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Missouri	2021	14	0	0	0	0	1	13
	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
Montana	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Nebraska	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
Nevada	2021	5	1	0	0	0	0	6
	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
New Hampshire	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	1	6
	2023	6	0	0	0	0	0	6
New Jersey	2021	29	3	0	0	0	2	30
	2022	30	1	0	1	0	1	29
	2023	29	0	0	0	0	0	29
New Mexico	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New York	2021	48	1	0	0	0	0	49
	2022	49	0	0	1	0	2	46
	2023	46	1	0	0	0	0	47
North Carolina	2021	17	1	0	0	0	1	17
	2022	17	1	0	0	0	0	18
	2023	18	2	0	0	0	0	20
Ohio	2021	38	0	0	0	0	0	38
	2022	38	2	0	0	0	0	40
	2023	40	5	0	0	0	0	45
Oklahoma	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Oregon	2021	10	0	0	0	0	0	10
	2022	10	5	0	0	0	0	15
	2023	15	0	0	0	0	1	14
Pennsylvania	2021	35	0	0	0	0	1	34
	2022	34	0	0	0	0	1	33
	2023	33	1	0	0	0	2	32
Puerto Rico	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Rhode Island	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
South Carolina	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	1	6
	2023	6	1	0	0	0	0	7

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
South Dakota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Tennessee	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Texas	2021	55	0	0	0	0	0	55
	2022	55	1	0	0	0	0	56
	2023	56	3	0	0	0	0	59
Utah	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Vermont	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Virginia	2021	16	1	0	0	0	0	17
	2022	17	2	0	0	0	0	19
	2023	19	0	0	0	0	0	19
Washington	2021	27	3	0	0	0	0	30
	2022	30	2	0	0	0	0	32
	2023	32	2	0	0	0	0	34
West Virginia	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Wisconsin	2021	20	0	0	0	0	0	20
	2022	20	1	0	0	0	0	21
	2023	21	0	0	0	0	0	21
Wyoming	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Total USA	2021	696	22	1	1	0	11	705
	2022	705	26	0	2	0	11	718
	2023	718	37	2	2	0	8	743
Total Int'l	2021	252	7	1	0	0	4	254
	2022	254	9	0	1	0	8	254
	2023	254	5	0	1	0	5	253
Total	2021	948	29	2	1	0	15	959
	2022	959	35	0	3	0	19	972
	2023	972	42	2	3	0	13	996

**TABLE NO. 4**

**STATUS OF COMPANY-OWNED OUTLETS  
FOR YEARS 2021 TO 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
United States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
International	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

**TABLE NO. 5**

**PROJECTED OPENINGS AS OF DECEMBER 31, 2023**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	-0-	0-1	-0-
Alaska	-0-	0-1	-0-
Arizona	-0-	0-3	-0-
Arkansas	-0-	0-1	-0-
California	-0-	1-5	-0-
Colorado	-0-	0-2	-0-
Connecticut	-0-	1-2	-0-
Delaware	-0-	0-1	-0-
DC	-0-	0-1	-0-
Florida	-0-	1-3	-0-
Georgia	-0-	0-3	-0-
Hawaii	-0-	0-0	-0-
Idaho	-0-	0-1	-0-
Illinois	-0-	0-2	-0-
Kentucky	-0-	0-1	-0-
Louisiana	-0-	0-1	-0-
Maine	-0-	0-1	-0-
Maryland	-0-	0-3	-0-
Massachusetts	-0-	0-2	-0-
Michigan	-0-	0-2	-0-
Minnesota	-0-	0-2	-0-



State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Mississippi	-0-	0-1	-0-
Missouri	-0-	1-2	-0-
Montana	-0-	0-1	-0-
Nebraska	-0-	0-1	-0-
Nevada	-0-	0-1	-0-
New Hampshire	-0-	0-1	-0-
New Jersey	-0-	0-3	-0-
New Mexico	-0-	0-1	-0-
New York	-0-	1-3	-0-
North Carolina	-0-	0-2	-0-
North Dakota	-0-	0-1	-0-
Ohio	-0-	0-2	-0-
Oklahoma	-0-	0-1	-0-
Oregon	-0-	0-1	-0-
Pennsylvania	-0-	0-2	-0-
Puerto Rico	-0-	0-0	-0-
Rhode Island	-0-	0-1	-0-
South Carolina	-0-	0-1	-0-
South Dakota	-0-	0-1	-0-
Tennessee	-0-	0-1	-0-
Texas	-0-	0-3	-0-
Utah	-0-	0-1	-0-
Vermont	-0-	0-1	-0-
Virginia	-0-	0-2	-0-
Washington	-0-	0-2	-0-
West Virginia	-0-	0-1	-0-
Wisconsin	-0-	0-1	-0-
Wyoming	-0-	0-1	-0-
Total	-0-	5-77	-0-

Exhibit H lists the names of all current franchisees and the addresses and telephone numbers of their outlets as of December 31, 2023.

Exhibit I lists the names, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year, or who has not communicated with the franchisor within 10 weeks of the issuance date of this disclosure document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, current and former franchisees have signed confidentiality clauses. In some instances, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with Minuteman. You may wish to speak with

current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark specific organizations formed by our franchisees that are associated with the Minuteman Press system.

## **ITEM 21**

### **FINANCIAL STATEMENTS**

Minuteman's audited financial statements for the year ending December 31, 2023, December 31, 2022 and December 31, 2021. are included in Exhibit G.

## **ITEM 22**

### **CONTRACTS**

The following agreements are attached as exhibits to this Disclosure Document:

Exhibit A	Franchise Agreement with Schedules Schedule A – Equipment Package Schedule B - EFT Authorization Schedule C - Software License Agreement Schedule D – Assignment of Telephone Numbers, Domain Names and Email Addresses
Exhibit B	ML Leasing Equipment Lease
Exhibit C	Deposit Receipt
Exhibit D	State Administrators and Agents for Service of Process
Exhibit E	Table of Contents for Operations Manual
Exhibit F	Assignment of Franchise Agreement
Exhibit G	Financial Statements
Exhibit H	List of Current Franchisees
Exhibit I	List of Terminated, Canceled or Not Renewed Franchisees
Exhibit J	State-Specific Addendum to Disclosure Document and Franchise Agreement
Exhibit K	General Release
Exhibit L	Xerox Lease

## **ITEM 23**

### **RECEIPTS**

The last three pages of this disclosure document (following the exhibits) is a document acknowledging receipt of this disclosure document by you. Please sign and date both and return one copy to us and retain one copy for your records.



**Agreement Between**

**MINUTEMAN PRESS INTERNATIONAL, INC.  
and**

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Date: \_\_\_\_\_

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Schedule A – Equipment

Schedule B – Electronic Funds Transfer Authorization

Schedule C – Software License Agreement

Schedule D – Assignment of Telephone Numbers, Domain Names and Email Addresses

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation having its principal place of business at 61 Executive Boulevard, Farmingdale, New York 11735 (hereinafter called "Franchisor" or "Minuteman") and \_\_\_\_\_ (hereinafter called "Franchisee").

WITNESSETH

WHEREAS, Franchisor is the owner of the trademark, "MINUTEMAN PRESS®", (the "Mark"), and other trademarks, tradenames and logos (collectively the "Marks"), trade secrets, and know-how for use in connection with the unique system for printing, copying, graphics, and marketing services (the "Minuteman Press System") together with all of the good will symbolized by the Marks which Marks are used in identifying, advertising, promoting and marketing the Minuteman Press System; and

WHEREAS, Franchisee hereby acknowledges that by reason of Franchisor's high standards of quality and service in connection with the development of the Minuteman Press System, that the Minuteman Press System is unique and Franchisor has created over a period of time a clear identification and consumer demand therefore, which requires appropriate and adequate safeguards for the maintenance and future promotion of the Minuteman Press System; and

WHEREAS, Franchisee hereby acknowledges the exclusive right of Franchisor in and to the Minuteman Press System, as presently developed or as same may be improved and expanded during the term of this Agreement, including practices, know-how, trade secrets, designs, marks, logos, window graphics, signs and slogans presently in use and to be hereafter developed, all of which may be used thereunder; and

WHEREAS, Franchisee desires, upon the terms and conditions herein set forth, to obtain and enter into the business of owning and operating a Minuteman Press System at and from the

location agreed upon, under the Marks, subject to the supervision of Franchisor and in accordance with the standards of Franchisor.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth below, the parties hereto agree as follows:

**1. Grant of License**

(a) Franchisor hereby grants to Franchisee a non-exclusive license to use and practice the Minuteman Press System in a location as hereinafter specified (the "Premises"), (the Minuteman Press System at the Premises being referred to as the "Minuteman Press Center") solely in connection with the operation of a Minuteman Press Center and to employ therein the Marks.

(b) Franchisee shall, under no circumstances, be authorized to use the Marks hereunder as part of any corporate or LLC name. If Franchisee is required to register under any statute for the registration of fictitious business name, Franchisee shall register in a form approved, in advance by Franchisor.

(c) Franchisor agrees that so long as Franchisee faithfully performs and observes each and all of the obligations and conditions to be performed and observed by the Franchisee under or in connection with this Agreement, Franchisor, during the continuance of this Agreement, will not authorize any person or company, including itself, to operate a Minuteman Press Center at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(d) For "IMP" Franchisees only (delete if inapplicable). Subject to the provisions of paragraph 13 herein, it is acknowledged and agreed, that Franchisee is prohibited from conducting business under the name "Minuteman Press" and is instead licensed and authorized only to use the name "International Minute Press".

## **2. Trade Secrets and Confidential Relationship**

(a) Franchisor grants to Franchisee the right to use the Marks at the Premises, and will impart to Franchisee much of the know-how and trade secrets accumulated by Franchisor, in the operation of a Minuteman Press Center.

(b) Franchisee acknowledges that Franchisor will disclose and impart to Franchisee, in confidence, some or all of its established trade secrets, production and sales methods and other techniques and know-how relating to the Minuteman Press Center. Franchisee agrees that all such confidential information shall at all times be maintained in strictest confidence and used by Franchisee only in the regular operation of the duly authorized Minuteman Press Center during the period of such authorization and not in any other business or other activity whatsoever. Franchisee further acknowledges that such trade secrets and confidential information are valuable, unique and special assets of Franchisor, and that it will not disclose any of same to any person, firm, corporation or other entity whatsoever, for any reason or purpose, without the prior written authorization or consent of Franchisor.

## **3. The Premises**

(a) The Premises at which the facility is to be located will be mutually agreed upon and will be leased directly by Franchisee pursuant to a lease to be executed by Franchisee (the "Lease").

(b) Prior to Franchisee's executing the Lease, Franchisor shall have the right to review same. Franchisee shall not execute the Lease without the prior written consent of the Franchisor. The Lease will contain a provision permitting the Franchisor to assume the obligations of Franchisee and/or its designee, upon any default of Franchisee and/or its designee, or upon any adjudication, whether voluntary or involuntary, that Franchisee is bankrupt, or upon the execution of a deed of trust to the benefit of creditors of Franchisee. The Franchisor shall have no liability with respect to the selection of a location for the Franchisee, nor liability with respect to any recommendation regarding the site's suitability.



(c) Franchisee must deliver to Franchisor a fully executed copy of the lease to the Premises, prior to execution of the Franchise Agreement.

(d) Franchisee cannot amend, renew or cancel lease or move the business without the express written consent of the Franchisor.

#### **4. Duties of Franchisor**

(a) In order to assist Franchisee in the establishment and operation of the Minuteman Press Center, Franchisor shall be obligated to perform the following duties on behalf of the Franchisee, by providing the following:

- i. advice regarding a suggested bookkeeping and invoice system;
- ii. periodic Minuteman Press system newsletter, memos, and bulletins;
- iii. an Official Manual of Operations, which includes statements of policies and procedures, together with instruction and advice in the operation of a Minuteman Press Center;
- iv. digital graphics files for materials consisting of letterhead, envelopes, flyers, and business cards;
- v. samples of approved advertising;
- vi. reproduction proofs of approved newspaper;
- vii. telephonic consultation and advisory assistance;
- viii. assistance in planning the layout of the Minuteman Press Center, which will essentially comply in appearance with all other Minuteman Press Centers. If the Franchisee purchases an existing Minuteman Press Center from an existing Franchisee, Franchisor shall have no obligation with respect to planning any layout as described herein above;
- ix. aid in obtaining financing of the equipment selected for the Minuteman Press Center; and
- x. to provide a field representative to assist Franchisee for sixty hours during the initial set up and operational phases of the Minuteman Press Center. Franchisor will

make available, from time to time, "on location" assistance after the opening of the Minuteman Press Center's operation, subject to Franchisee compliance with the Franchise Agreement.

(b) The parties agree that the assistance to be rendered to Franchisee by Franchisor hereunder shall in no way impose any obligation upon Franchisor to make any payment or incur any expense or assume any obligation therefor.

## **5. Training Program**

(a) Franchisor shall conduct a Minuteman Press System training program at a time and place designated by Minuteman. At Minuteman's discretion, the training program may be conducted via video conference or through other remote/virtual means. Franchisee agrees that at least one (1) owner will attend such training session. If in-person training is conducted at the Minuteman Press Training Center in New York, Franchisor shall pay the cost of such training, including the transportation and the cost of lodging for one (1) owner during the training period. The training period is for ten (10) days over 2 weeks. Franchisor will pay no compensation for any service performed by the Franchisee during such training period. Franchisee may thereafter, at its request, receive, at its own expense, additional training or have an immediate family member receive training at a location as may be designated by Franchisor, provided a regularly scheduled training program is then scheduled or in session.

(b) Franchisor also agrees to provide training to a full time employee of Franchisee at Franchisee's cost and expense. Franchisor will have no obligation to pay for transportation and lodging expenses for the additional training period and will pay no compensation for any service performed by Franchisee or its representatives during such additional training period.

## **6. Payments by Franchisee**

In consideration of the grant of the franchise herein, the Franchisee shall pay to Minuteman the following:

(a) Initial Fees. Upon the execution hereof, the Franchisee shall pay Minuteman an Initial Franchise Fee of \$48,500. In the event Franchisee is purchasing an existing Minuteman Press Center, the Initial Franchise Fee shall not be payable, however, Franchisee shall pay Minuteman a Transfer/Training Fee of \$35,000. The Initial Franchise Fee (or Transfer/Training Fee) shall be deemed fully earned and non-refundable upon the execution of this Agreement. A fully refundable deposit of \$5,500, if submitted prior to this Agreement, shall be credited against the Initial Franchise Fee (or Transfer/Training Fee) with the balance due and owing upon signing this Agreement.

(b) Royalty Fees. During the Term of this Agreement, the Franchisee shall pay to Minuteman a monthly Royalty Fee equal to 6% (six percent) of the Franchisee's monthly Gross Revenue.

(c) Definition of Gross Revenue. For the purposes of this Agreement "Gross Revenue" means the entire amount of all of the Franchisee's revenues arising out of the ownership or operation of the Minuteman Press Center or any business at or about the Minuteman Press Center. This amount is to include, without limitation, revenues derived from or relating to all sales and fees charged for products and services rendered at, or for orders placed at or completed for delivery in, through, or from the Minuteman Press Center. The revenues are determined regardless of whether they are evidenced by cash, credit, checks, services, property or other means of exchange, excepting only the amount of any sales taxes that are collected and paid to the taxing authority. Cash refunded and credit given to customers shall be deducted in computing Gross Revenue to the extent that such cash or credit represent amounts previously included in Gross Revenue on which Royalty Fees were paid. Gross Revenue shall be deemed received by the Franchisee at the time the goods, products, merchandise or services from which they were derived is completed regardless of whether same has been delivered or rendered. Gross Revenue consisting of property or services shall be valued at the prices applicable, at the

time such Gross Revenue are received, to the products or services exchanged for such Gross Revenue.

(d) Royalty Incentive Program. Minuteman has instituted a Royalty Incentive Program for qualified franchisees. If the Franchisee is a qualified franchisee, it shall not be obligated to pay any further Royalty Fees for the balance of any month upon having achieved monthly Gross Revenue for the Minuteman Press Center exceeding an amount (the "Maximum Gross Billing Amount") determined on a yearly basis by Minuteman. Minuteman shall determine such amount, in its sole discretion, for the Minuteman System. To be deemed a qualified franchisee, the Franchisee must be and remain at all times in strict compliance with the terms and conditions of this Agreement, including without limitation, the timely submission of the monthly Royalty Fee Statement and timely payment of all Royalty Fees owed in connection with such Maximum Gross Billing Amount. Any failure to so comply with the terms and conditions of this Agreement may result, in Minuteman's sole discretion, in the Franchisee's permanent disqualification from the Royalty Incentive Program. The Franchisee acknowledges that Minuteman reviews the propriety and utility of the Royalty Incentive Program on an annual basis and, in its sole discretion, may discontinue same without prior notice at the end of any year in which it has been in effect.

(e) Royalty Fee Statement. You shall report to Minuteman your monthly Gross Revenue by the 10<sup>th</sup> day of the month by submitting electronically, or in such other form as Minuteman may designate from time to time, a monthly Royalty Fee Statement.

(f) Method of Payment. Payment of the Royalty Fee will be through electronic transfer and shall be done in the period from the 10<sup>th</sup> through the 15<sup>th</sup> day of the month following the month to which the Royalty Fee applies (unless such day is a holiday, in which case the transfer will be done on the next business day). Minuteman reserves the right to change the method of payment from electronic transfer to such other manner of payment that Minuteman deems appropriate.

(g) Upon execution of this Agreement and/or at any other time thereafter at Minuteman's request, Franchisee shall sign an authorization substantially in the form attached to this Agreement as Schedule "B" and all other documents necessary to permit Minuteman to withdraw funds from your designated bank account by electronic funds transfer in the amount of the Royalty Fee and all other fees and amounts described in this Agreement. Any fee calculated by reference to Gross Revenue shall be based on the information in the applicable monthly Royalty Fee Statement submitted pursuant to Paragraph 6(e) above, or if the statement has not been submitted on a timely basis, Minuteman may process an electronic transfer for the subject month for 120% of the average of the three (3) most recent Royalty Fee Statements provided by you to Minuteman, plus a late report fee of \$100. If the Fee Statement(s) for the subject month is subsequently received and reflects (1) that the actual amount of the fee(s) due Minuteman was greater than the amount withdrawn, then Minuteman shall be entitled to withdraw additional funds from your bank account for the difference; or (2) that the actual amount of the fee due was less than the amount of the withdrawal, then Minuteman shall credit the excess amount to the payment of your future obligations or other amounts due to Minuteman. Should any electronic funds transfer not be honored by your bank for any reason, you agree that you shall be responsible for that payment plus any service charge applied by Minuteman or its bank. If any payments due Minuteman under this Agreement, whether to be paid by electronic funds transfer or otherwise, are not received when due, the amount past due will be charged interest by Minuteman at the rate of 18% per annum or the maximum rate of interest permitted by law, whichever is less, plus a late charge of \$10 per day for each day the payment is late.

(h) Royalty fees shall be waived for the first sixty (60) days after the opening of a new Minuteman Press Center. If the Franchisee is the purchaser of an existing center, the royalty is 6% commencing the first month of operation and continuing thereafter. You acknowledge and agree that you have no right to withhold payment of the fees due under this Paragraph 6 by right of your dissatisfaction with Minuteman's performance of its obligations under

this Agreement and that if you are so dissatisfied, you will pursue other remedies at law which may be available.

**7. Term**

(a) This Agreement shall be for an initial term of thirty five (35) years (the "Initial Term") commencing as of the date hereof, unless sooner terminated as hereinafter provided.

(b) Franchisee shall have the option to renew this Agreement on the prevailing terms and conditions then available to new Franchisees of Franchisor for an additional period of thirty five (35) years, provided that Franchisee is not in default under this Agreement at the date upon which Franchisor receives notice of the exercise of the option and upon the expiration of the Initial Term of this Agreement. Such option to extend shall be exercisable by the sending of written notice to Franchisor not later than six (6) months prior to the expiration of the Initial Term hereof and provided Franchisee shall agree to the then prevailing terms and conditions available to new Franchisees of Franchisor. At such time, Franchisee shall also be required to execute a general release, in a form prescribed by the Franchisor, of any and all claims against the Franchisor and its subsidiaries and affiliates, and their respective officers, directors, agents and employees.

**8. Duties of Franchisee**

Franchisee understands and acknowledges that every detail of the system is important to Franchisee, the Franchisor and other Franchisees in order to develop and maintain high operating standards, system wide uniformity, and to increase the demand for services rendered by all of the licensed businesses under the System, and to protect the Franchisor's reputation and good will. Franchisee agrees that it will:

(a) Use the subject matter of the license granted hereunder solely for the purposes of operating a Minuteman Press System at the Premises. Franchisee shall not use the Premises for any other purpose without the prior written consent of Franchisor.

(b) Maintain the Premises (exterior and interior), and all related equipment, furnishings, materials and supplies in first-class condition and operate the Minuteman Press Center in a manner which will enhance, and not detract from, the value of the Franchisor's marks, trade names, reputation and good will.

(c) Prominently display on and in the Minuteman Press Center advertising signs of such nature, form, color, number, location and size and containing such material as Franchisor shall direct, in writing, and shall not display therein or thereon any sign or advertisement to which Franchisor objects.

(d) Comply with all laws, ordinances, regulations and requirements of local, state and federal governmental authorities and pay any and all city, county, state and/or federal sales and/or use taxes, excise taxes, occupation taxes, license fees and other taxes, assessments and levies arising out of or in connection with all or any part of this Agreement.

(e) obtain and maintain at its sole expense commercial general liability, auto liability, workers' compensation, cyber liability, and errors and omissions insurance policies in connection the Franchisee's business, all containing the minimum liability coverage as prescribed by Franchisor from time to time. Franchisor may increase the amounts of coverage required and may require different and/or additional insurance coverages to reflect inflation, new risks, changes in the law or standards of liability, or other relevant changes in circumstances. The coverages required are only suggested minimum requirements. Franchisee should consult with its local insurance agent or legal adviser to ensure that the business operation is adequately insured. Franchisor is not responsible for losses sustained that exceeds insurance coverages under any circumstances. The insurance policies must name Franchisor as additional insureds and every policy must provide for 30 days' written notice to Franchisor of any policy modification or cancellation.

(f) indemnify and hold Franchisor harmless against all claims, demands, damages, costs or expenses which may be incurred or received by Franchisor resulting from any

breach of this Agreement on the Franchisee's part, the negligence of any party (other than Franchisor), or arising directly or indirectly out of the management or operation of the franchised business or the use and occupancy of the Premises or in connection with the Franchisee's sale, transfer or assignment of the business, which indemnification survives termination or expiration of this Agreement. It is the intention of the parties to this Agreement that Franchisor shall not be deemed a joint or co-employer with the Franchisee for any reason; however, if Franchisor incurs any cost, liability, loss or damage as a result of any actions or omissions of Franchisee or the Franchisee's employees, including any that relate to any party making any finding of any joint or co-employer status, the Franchisee will fully indemnify Franchisor for any such cost, liability, loss or damage.

(g) Join and participate in a minimum of two (2) local business and civic organizations.

(h) Commence operation of the Minuteman Press System at the Premises not later than sixty (60) days following selection of the location and execution of the Lease thereof.

(i) Furnish to the Franchisor at Franchisor's request, sampling of Franchisee's finished work product.

(j) Franchisee is obligated and agrees to answer the telephone at the store premises with the name "Minuteman Press", (or if applicable "International Minute Press"). Franchisee shall not answer the telephone under any other name without the written consent of Franchisor. Franchisee shall obtain and use a telephone service and telephone number, as required by Franchisor from time to time.

(k) maintain internet access at the Premises as specified by Franchisor. Franchisee must use the website, URL/domain name, and/or email addresses and any other internet related services periodically required by Franchisor and pay to Franchisor and/or any designated supplier any set-up fees, hosting, and any maintenance or support fees for said



services. Franchisee may not use any other website, URL/domain name, and/or email addresses to advertise or promote the business unless approved in writing by Franchisor.

(l) conduct its business in accordance with Franchisor's Operations Manual, one (1) copy of which Franchisee will have on loan from Franchisor for the term of the Franchise Agreement. Franchisee agrees to comply with all the policies, procedures and standards set forth in the manual and as it may be modified from time to time by the Franchisor.

(m) Franchisee acknowledges that Franchisor has explained the importance of the creation and maintenance of a full-time marketing program. Franchisee further acknowledges that a vital element of success of any Minuteman Press Center lies in the creation and maintenance of a full-time marketing program. Franchisee agrees to initiate and maintain a regular, ongoing marketing program, spending a minimum of three (3) hours per day, or a minimum of fifteen (15) hours per week either personally or through an employee pursuing a marketing program. Franchisee further agrees to create a marketing file and record all marketing activities therein. This file shall remain on the premises and be available to the Franchisor to review upon reasonable notice. Prior to use of any proposed advertising, promotion, or marketing of any kind, Franchisee must provide to Franchisor all details of its proposed advertising and promotional activities. All proposed advertising, promotion or marketing must be approved in advance in writing by Franchisor.

## **9. Equipment and Supplies**

Franchisee acknowledges that the equipment, or equivalent equipment and supplies listed in Schedule "A" attached hereto and made a part hereof are required to open a Minuteman Press Center. The furniture, fixtures, equipment, software and supplies listed in Schedule "A" may be available from Franchisor. Except for the management software specified by Franchisor from time to time, Franchisee has no express obligation to purchase or lease these items from Franchisor and Franchisor agrees to furnish specifications therefor upon request of Franchisee. Franchisee acknowledges that all items, or their equivalents, set forth in Schedule "A" must be

purchased or leased prior to the date the Minuteman Press Center opens for business and failure to purchase or lease the equipment within the time periods provided in Paragraph 8(h) hereof shall be deemed a default hereunder.

**10. Operation of Premises**

(a) Franchisee agrees to continuously (during regular business hours and days) operate the Minuteman Press System in the Premises unless prohibited from so doing by an act of God, a religious holiday, a personal tragedy or conditions beyond Franchisee's control; and further agrees to exercise Franchisee's best efforts, skills and diligence in the conduct of such operations. In this connection, Franchisee agrees to so select and regulate its employees that they will be knowledgeable, presentable, courteous and helpful to customers, in compliance with the standards of Franchisor.

(b) During the term of this Agreement, Franchisee shall only sell products and services in and from the Premises approved by the Franchisor.

**11. Regulation of Premises by Franchisor**

(a) Throughout the term of this Agreement, Franchisor may regulate the services and performance rendered at the Premises in connection with the operation of the Minuteman Press System. Franchisor further may determine and regulate the standards of repair and maintenance of the Minuteman Press premises. Franchisee agrees to conform to the standards established by Franchisor as herein provided and maintain the Premises in the manner best calculated by the Franchisor to sustain the goodwill, consumer demand and prestige enjoyed by the Franchisor.

(b) If Franchisor advises Franchisee that the premises are not neat or clean, Franchisee has fifteen (15) days after written notification to clean up the premises. If said cleaning is not performed, Franchisor has the right to have the premises cleaned at the expense of Franchisee.

(c) Franchisee agrees to permit Franchisor to take interior and exterior photographs of the Premises and use in any of Franchisor's publicity, advertising, or in such manner as Franchisor deems appropriate, all at Franchisor's expense.

**12. Accounting, Reporting and Inspections**

(a) Franchisee shall keep complete records of its business as prescribed by Minuteman, by establishing and maintaining an accounting and record keeping system using the accrual method of accounting and with the chart of accounts established by Minuteman. Franchisee shall purchase and use the accounting and management software ("Software") specified by Minuteman from time to time and shall accurately record all transactions through the Software and shall ensure that Minuteman has access to the Software at all times for the purpose of obtaining information relating to your business. Franchisee shall execute the Software License Agreement attached as Schedule "C" and comply with its terms.

(b) Franchisee shall maintain on the Premises in a form approved by Minuteman (and preserve for at least six (6) years from the date created) full and accurate balance sheets, profit and loss statements and all underlying or supporting records and documents (including but not limited to computer databases, cash register records, bank statements and deposit slips) relating to the business.

(c) Franchisee shall furnish to Minuteman, in the form prescribed by Minuteman from time to time: (i) on or before the tenth (10<sup>th</sup>) day of each month, a report of the monthly Gross Revenue for the preceding month; (ii) within thirty (30) days of the end of each calendar quarter, a statement of profit and loss and a balance sheet as of the end of the quarter; (iii) upon request by Minuteman, such other data, information, and supporting records as Minuteman, from time to time, may require; and (iv) within ninety (90) days after the end of your fiscal year, a year-end balance sheet, a statement of profit and loss for such fiscal year reflecting all year-end adjustments and a statement of changes in cash flow. All reports and statements must be prepared in accordance with generally accepted accounting principles consistently applied. Each

report and financial statement submitted shall be signed by Franchisee and verified as correct. You hereby authorize Minuteman to use and/or publish information derived from your financial statements including, without limitation, in Minuteman's Uniform Franchise Disclosure Document and related documents. Franchisee agrees to maintain and to provide Minuteman, upon request, complete copies of all income, sales, use and service tax returns filed and reflecting activities of your center.

(d) To determine whether Franchisee is complying with this Agreement and with the specifications, standards and operating procedures prescribed by Minuteman for the operation of its business, Minuteman and/or its representatives shall have the right at all times and without prior notice to: (i) inspect your center; (ii) observe, photograph and video tape the operations of the center for such consecutive or intermittent periods as Minuteman deems necessary; (iii) remove samples of any products and supplies; (iv) interview employees and customers; and (v) inspect and copy any books, records, computer database, and documents relating to the operation of your center. You agree to cooperate with us fully in connection with any of the above.

(e) Minuteman shall have the right, at any time during business hours and without prior notice, to inspect and audit or cause to be inspected and audited the business records, bookkeeping and accounting records, sales, use and service and income tax records and returns and other records of your center, and the books and records of any corporation, partnership, limited liability company or other entity which operates the business. Franchisee shall fully cooperate with our representatives and/or independent accountants retained by Minuteman to conduct any such inspection or audit. Minuteman may perform all or part of an audit by requesting that documents be sent to Minuteman or its designee and Franchisee agrees to send such documents at its expense and within the time frames set forth in any such request. In the event any such inspection or audit shall disclose an understatement of Gross Revenue, Franchisee shall pay to Minuteman, within ten (10) days after receipt of the inspection or audit

report, the Royalty Fees due on the amount of such understatement plus interest at the rate and on the terms provided for herein from the date originally due until the date of payment. In the event such inspection or audit is made necessary by failure of Franchisee to furnish reports, supporting records, other information or financial statements as herein required or to furnish such reports, records, information or financial statements on a timely basis or if an understatement of Gross Revenue for the period of any audit is determined by any such audit or inspection to be greater than two percent (2%), Franchisee shall reimburse Minuteman for the cost of such inspection or audit including, without limitation, reasonable legal fees and accountants' fees, and the travel expenses, lodging and compensation of Minuteman employees. The foregoing remedies shall be in addition to all of Minuteman's other remedies and rights hereunder or under applicable law.

(f) Franchisee shall permit Minuteman to enter, access, or electronically enter any computers, cash registers or other electronic storage device used in your center or otherwise used in the operation of your business, to conduct any inspection or audit. Franchisee shall install and maintain internet access and/or other device in accordance with our specifications to permit Minuteman to remotely access the computers, cash registers, and other electronic storage devices, permitting Minuteman to electronically inspect and monitor information concerning your sales, gross revenue, and such other information as may be contained or stored in your computers. Minuteman shall have remote access as provided herein at such times and in such manner as Minuteman shall from time to time specify.

### **13. The Marks**

(a) Franchisor hereby acknowledges and warrants that the Marks are valid and subsisting, as hereinbefore recited. In this connection, Franchisee covenants and agrees never to object to or contest the validity or renewal rights of Franchisor thereof; and further agrees to refrain from any act seeking to infringe upon Franchisor's rights in and to the Marks. Franchisee agrees that its rights to use the Marks shall at all times be limited to the terms of this Agreement. At the

expiration of the Agreement or sooner termination of the Agreement pursuant to its terms, Franchisee agrees to execute such documents and take such further actions as Franchisor shall reasonably deem necessary or advisable to the end that Franchisor shall be convinced that Franchisee has ceased the use of the Marks in every way and has no further interest or right therein whatsoever. Franchisee further covenants and agrees that it will not utilize the Marks, as shall be registered with the United States Patent and Trademark Office, in any manner whatsoever either directly or indirectly, in any certificate or charter of incorporation. The Franchisor shall have the right to change the Marks and name at such time as the Franchisor shall deem appropriate. Any such change shall be at the Franchisee's cost and expense.

(b) Whereas, it may be in the best interest of the Franchisor to have the Franchisee conduct business in a name other than Minuteman Press (or International Minute Press, if applicable) it is, therefore, agreed between the parties that when or if Franchisor advises the Franchisee that the name, trade name and/or other marks be discontinued and business conducted under a different trade name, the Franchisee will immediately remove the various signs from the Minuteman Press Center and replace the same substituting in its place appropriate signs with the changed name.

(c) In the event that Franchisee removes, defaces or improperly uses any of the Marks, copyright or sign at the Premises, and fails to remedy such default within twenty (20) days of written notice to correct same then in that event it is acknowledged that such action shall have caused severe damage to Franchisor.

#### **14. Events of Default**

Upon the occurrence of any of the following events, Franchisor, at its option, shall have the right, pursuant to applicable state law, to terminate this Agreement and all of the Franchisee's rights hereunder, provided Franchisee shall fail to remedy any of the following to Franchisor's satisfaction: If Franchisee shall:

(a) become in default under any lease covering the Premises or equipment of its Minuteman Press Center, and such default remains unremedied for ten (10) days after notice thereof; or

(b) closes the Minuteman Press Center for a period of fifteen (15) successive days without Franchisor's prior written consent; or

(c) defaults in the performance of any of the covenants, terms or conditions of this Agreement, and such default remains unremedied for more than five (5) days after written notice thereof to Franchisee of such default; or

(d) becomes insolvent, be adjudicated bankrupt, have a voluntary or involuntary petition in bankruptcy or any other arrangement under the bankruptcy laws filed by or against it, make an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy appointed to take charge of Franchisee's affairs or property; or

(e) commences dissolution proceedings or have such proceedings commenced against the Franchisee; or

(f) permits a judgment against the Franchisee to remain unsatisfied or unbonded of record for fifteen (15) days; or

(g) removes, defaces, or improperly uses any of the Marks, copyright or sign at the licensed location; or

(h) State laws may exist which govern default, non-renewal, termination and time to cure. If any of the terms of this agreement are inconsistent or determined void because of public policy of State Franchise Law, then any inconsistency shall be governed by State law to the extent it is void.

#### **15. Termination or Expiration of Agreement**

In the event of termination or expiration of this Agreement as provided herein:

(a) Franchisee agrees to immediately discontinue the employment or use of all Marks (and to file notice of discontinuance or termination thereof), signs, structures and

forms of advertising incorporating the Marks and further agrees to make, or cause to be made, such changes in signs, buildings and structures, equipment, supplies, furnishings and fixtures, and otherwise in order to distinguish the Premises from its former appearance and from other Minuteman Press System establishments. Thereafter, Franchisee shall not use in any manner any trademark, service mark, or trade name which is the same as Franchisor or its Franchisees. Upon termination of this Agreement for any reason, Franchisee may not refer to itself or any of its officers, directors, or employees as "formerly Minuteman Press", "formerly of Minuteman Press" (or "formerly International Minute Press", if applicable) or other words to that effect.

(b) All amounts due and owing from Franchisee to Franchisor shall immediately become due and payable.

(c) Franchisee shall pay to Franchisor all damages, costs and expenses, including reasonable attorney's fees, incurred by Franchisor in obtaining injunctive relief for the enforcement of any portion of the Franchise Agreement.

(d) Franchisee agrees that upon termination of the License, they will immediately return to the Franchisor all copies of the Confidential Operations Manual which have been loaned to them by the Franchisor and all updates, if any, which Franchisee may have thereafter.

(e) Franchisee shall immediately cease to use whatsoever the licensed software and shall immediately return to Franchisor all originals, copies and updates thereto.

(f) The Franchisee shall provide Franchisor with a list (including names, addresses, email addresses, and telephone numbers) of all customers; all customer files including artwork, past invoices, address card-file entries and business cards and the entire customer file including graphics and artwork in hard copy and digital format. A copy of the customer list may not be sold or otherwise transferred to any person or entity without Franchisor's prior written consent.

(g) The Franchisee shall change, and if requested shall assign to Franchisor or its designee, any of Franchisee's telephone numbers, fax numbers, domain names and e-mail addresses; and also execute any and all documentation necessary to assign any such telephone



numbers, fax numbers, domain names and e-mail addresses. The Franchisee hereby authorizes, and irrevocably constitutes and appoints as its attorney-in-fact for such limited purpose, Franchisor to take such actions and to make, execute, and deliver such documents for and on behalf of the Franchisee as may be required to assign to Franchisor or its designee the right to use and own such telephone numbers, fax numbers, domain names and e-mail addresses, and hereby directs the appropriate telephone company, domain name registry and internet service provider to so transfer the ownership of said telephone numbers, fax numbers, domain names and e-mail addresses as may be directed by Franchisor, in accordance with the Assignment of Telephone Numbers, Domain Names and Email Addresses signed herewith, a copy of which form is attached as Schedule "D".

(h) The Franchisee shall not maintain call forwarding telephone number referral with respect to any telephone numbers formerly in connection with the Minuteman Press Center.

(i) Franchisor shall have the option (but not the obligation) to be exercised by providing written notice of intent to do so, within 30 days after the expiration or sooner termination of this Agreement, to purchase any items bearing the Trademarks or other assets owned by Franchisee, including, without limitation, any or all signs, advertising materials, supplies, inventory, equipment, furnishings, fixtures, or other items at a price equal to Franchisee's cost or fair market value, whichever is less. If the parties cannot agree on fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor whose costs shall be borne equally by the parties, and his or her determination shall be final and binding. The fair market value of tangible assets shall be determined without reference to good will, going concern value, or other intangible assets. If Franchisor elects to exercise its option to purchase, it shall have the right to set off all amounts due from Franchisee under this Agreement, and the cost of the appraisal, if any, against any payment to Franchisee. Should Franchisee fail or refuse to execute and deliver the necessary documents to transfer good title to Franchisee's assets to Franchisor, or its nominee, Franchisor shall be entitled to apply to any court of competent jurisdiction for a mandatory injunction to compel

Franchisee to comply with the rights granted in this Agreement. All costs and expenses relating to such litigation, including Franchisor's reasonable attorney's fees and costs, shall be payable by Franchisee to Franchisor, upon demand, and may be credited by Franchisor to the agreed purchase price.

(j) Franchisee's lease to the Premises heretofore referred to in Paragraph 3 of this Agreement shall be, at the option of Franchisor, deemed assigned to the Franchisor. The Franchisor shall advise the Franchisee of the exercise of said option at the time the termination notice is given.

(k) THIS FRANCHISE AGREEMENT MAY BE TERMINATED ONLY BY THE FRANCHISOR AND NO PROVISION IS MADE IN THIS AGREEMENT FOR THE UNILATERAL TERMINATION OF THIS AGREEMENT BY THE FRANCHISEE, EXCEPT FOR VIOLATION OF PROVISIONS SET FORTH IN PARAGRAPH 4 OF THE FRANCHISE AGREEMENT. IN THAT EVENT THE FRANCHISEE MUST PROVIDE FRANCHISOR WITH NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.

#### **16. Assignment**

(a) This Agreement shall not be assigned by Franchisee, whether voluntary, involuntary, by operation of law, or otherwise, without the prior written consent of Franchisor, which consent shall not be unreasonably withheld.

(b) If Franchisee is an individual or two or more individuals or a partnership, Franchisee may upon the written consent of the Franchisor assign this Agreement to a corporation formed by Franchisee at its sole cost and expense for the sole purpose of operating a Minuteman Press Center at the Premises, provided that Franchisee shall be and remain on the Franchise Agreement jointly and severally liable for the performance of all the obligations of Franchisee under and in connection with this Agreement. Franchisee shall own not less than eighty (80%) percent of the issued and outstanding shares of such corporation; and provided, further that in the event of such assignment, the assignee corporation shall, in writing, assume all of the obligations of the

Franchisee hereunder. A change in the ownership (voluntary, involuntary, by operation of law or otherwise) of twenty (20%) percent or more of the capital stock of Franchisee corporation shall be deemed an assignment requiring Franchisor's consent.

(c) In the event of a total assignment of all Franchisee's rights and interest in this agreement, the assignor will execute a general release in favor of Franchisor, in a form prescribed by Franchisor.

(d) In the event that Franchisee wishes to assign this Agreement to a party other than Franchisee corporation, Franchisee agrees to first offer to assign this Agreement to Franchisor or its nominee, on the same terms and conditions as offered to a bona fide prospective assignee, and Franchisor shall have a period of thirty (30) days in which to accept said offer.

(e) In the event of the death or incapacity of the Franchisee, and Franchisee is not a corporation, this Agreement will be transferable to the heirs of the deceased or incapacitated Franchisee, provided the active management of the Minuteman Press Center continues satisfactorily to Franchisor. If Franchisee is a corporation then, upon the death or incapacity of the shareholder holding the greatest number of shares of stock of the Corporation this Agreement will continue in effect, provided the active management of the Minuteman Press Center continues satisfactorily to Franchisor. If, in either of said events, the active management of the Minuteman Press Center does not continue satisfactorily to Franchisor as reasonably determined by Franchisor within sixty (60) days after the death or incapacity of the Franchisee or Largest Shareholder or in the event the heirs of said deceased or incapacitated Franchisee or Largest Shareholder do not wish to continue the operation of the Minuteman Press Center, then Franchisor or its nominee shall have the first right to acquire all of Franchisee's rights in and to this Agreement before the same be offered for assignment.

(f) Franchisor, as a condition of any transfer, will require the payment to it of a transfer/training fee by the new Franchisee in order to reimburse Franchisor for any expenses which may be incurred, the actual technical and mechanical training as well as the backup and support

provided to the incoming Franchisee. The transfer/training fee shall be \$35,000, or the then current transfer/training fee charged by Franchisor. The transfer/training fee will be payable by the new franchisee.

(g) Franchisor's consent to any proposed assignment hereunder shall not be deemed unreasonably withheld if the current Franchisee is in default of his obligation under the Franchise Agreement. Franchisor's consent to any proposed assignment hereunder shall not be deemed unreasonably withheld if the proposed assignee, in Franchisor's opinion, does not have the proper qualifications, capital, training and experience (or within a reasonable time cannot acquire such training and experience) and does not meet other standards that are reasonably required by Franchisor.

(h) Upon Franchisor's approval of a proposed assignment, the franchise agreement currently in force shall be surrendered to the Franchisor, and the new Franchisee shall execute the then current form of Franchise Agreement as Franchisor may reasonably require. The new Franchisee shall be required to attend the Minuteman Press Training Center Program.

#### **17. Agency and Indemnity**

This Agreement does not create the relationship of principal and agent between Franchisee and Franchisor. Neither Franchisee nor Franchisor will under any circumstances, act or hold itself out as an agent or representative of the other nor incur any liability or create any obligation whatsoever in the name of the other. Franchisee will indemnify Franchisor and hold it harmless from any claims, demands, liabilities, actions, suits or proceedings asserted by third parties and arising out of the operation by Franchisee of the Premises. In the event any such claims, demands, actions, suits or proceedings relating to the Premises are commenced against Franchisor, Franchisee shall be solely responsible for the defense thereof, utilizing counsel reasonably satisfactory to Franchisor, and will promptly pay and discharge the expenses of such defense and all judgments and liens arising therefrom.

## **18. Actions Against Franchisee**

In the event any claim, demand, action or proceeding is brought against Franchisee, or if Franchisee is notified of any violation of an applicable rule or statute, Franchisee will immediately notify Franchisor thereof, giving full particulars, and will diligently and expeditiously defend, compromise, cure or satisfy such claim, action, demand, proceeding or violation in Franchisee's sole discretion. Franchisee shall, in all respects, strive to uphold the standards and goodwill created in the Marks.

## **19. Restrictive Covenant**

(a) During the term of this Agreement, Franchisee will not directly or indirectly, as owner, employee, or otherwise, have any interest in or control over any type of business substantially similar to that of a Minuteman Press System establishment. Additionally, Franchisee will not divert or attempt to divert any business of or any customer of, the business licensed hereunder to any competitor, by direct or indirect means.

(b) Unless specifically prohibited by state law, Franchisee shall not for a period of two (2) years after termination or expiration of this Agreement, directly or indirectly, as owner, employee, or otherwise, have any interest in or control over any type of business substantially similar to that of a Minuteman Press System establishment within a radius of five (5) miles from the Minuteman Press Center with which he had been formerly associated or within an area of five (5) miles from any existing Minuteman Press Center. Franchisor acknowledges that Franchisee has previously made his living in other fields and that this paragraph in no way prevents him from earning his living in other fields of endeavor. The provisions of this paragraph will survive the termination of this Agreement, and will continue to be binding upon Franchisee individually and its individual shareholders, officers and directors notwithstanding any assignment pursuant to Paragraph 16.

**20. Additional Remedies of Franchisor**

Franchisee acknowledges that the restrictions contained in Paragraphs 2 and 19 of this Agreement are a reasonable and necessary protection of the legitimate interests of Franchisor, that any violation of them would cause substantial and irreparable injury to Franchisor, and that Franchisor would not have entered into this Agreement with Franchisee without receiving the additional consideration of Franchisee's binding itself to said restrictions. In the event of any violation of the said restrictions, Franchisor shall be entitled, in addition to any other remedy at law, to seek preliminary and permanent injunctive relief.

**21. Notices**

(a) All notices that Minuteman is required or may desire to give to Franchisee under this Agreement may be delivered personally or may be sent by certified mail or registered mail, postage prepaid, addressed to Franchisee at either the Premises address, or home address

\_\_\_\_\_  
\_\_\_\_\_.

All notices which Franchisee may be required or desire to give to Minuteman shall be sent by certified mail or registered mail, postage prepaid, addressed to: Minuteman Press International, Inc., 61 Executive Blvd., Farmingdale, NY 11735. The addresses herein given for notices may be changed at any time by either party by written notice given to the other party as herein provided. Notices shall be deemed given upon personal delivery or two (2) business days after deposit in the U.S. Mail.

(b) Franchisee must provide Minuteman with immediate written notice of any breach of this Agreement, or any other agreement between Franchisee and any of the following parties, that Franchisee believes to have been committed or suffered by Minuteman, its affiliates, or their respective owners, officers, directors, employees, or representatives. Notice of such breaches extend, without limitation, to breaches arising out of, or related to, the negotiation or performance of this Agreement by Minuteman or concerning misrepresentations or any acts of

misfeasance or nonfeasance. If Franchisee fails to give Minuteman written notice within one (1) year from the date of any such breach, then such breach shall be deemed to have been waived by Franchisee and, thereupon, Franchisee shall be permanently barred from commencing any action or proceeding relating to such believed breach.

**22. Entire Agreement**

**THIS AGREEMENT AND SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF CONTAIN THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, WRITTEN OR ORAL, SHALL BE DEEMED TO EXIST, AND ALL PRIOR AGREEMENTS AND UNDERSTANDINGS ARE SUPERSEDED HEREBY. NO OFFICER, EMPLOYEE OR AGENT OF FRANCHISOR HAS ANY AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE NOT CONTAINED IN THIS AGREEMENT, AND FRANCHISEE AGREES THAT IT HAS EXECUTED THIS AGREEMENT WITHOUT RELIANCE UPON ANY SUCH REPRESENTATION OR PROMISE. THIS AGREEMENT SHALL NOT BE BINDING UPON FRANCHISOR UNTIL EXECUTED BY AN AUTHORIZED OFFICER THEREOF. THIS AGREEMENT CANNOT BE MODIFIED OR CHANGED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY ALL THE PARTIES HERETO. NOTHING IN THIS AGREEMENT OR IN ANY RELATED AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS WE MADE IN THE FRANCHISE DISCLOSURE DOCUMENT.**

**23. Dispute Resolution**

(a) Except for controversies, disputes or claims related to or based on Franchisee's use of the Marks, claims for monies due, and/or violations of the restrictive covenants contained in paragraph 19 herein, any controversy or claim arising out of or relating to this Agreement, the breach thereof, the business franchised hereunder or the relationship between the parties, including any claim that this Agreement, or any part thereof, is invalid, illegal, or otherwise void, shall be submitted to arbitration before the American Arbitration Association in accordance with its then current commercial arbitration rules. However, prior to any arbitration

proceeding taking place, either party may, at its option, submit the controversy or claim to non-binding mediation before the CPR Institute for Dispute Resolution in accordance with its National Franchise Mediation Program. Upon submission, the obligation to attend mediation shall be binding on both parties. Each party will bear its own costs with respect to the mediation, except the fee for the mediator will be split equally.

(b) Any disputes concerning the enforceability or scope of this arbitration clause shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (“FAA”), and the Franchisee acknowledges that, notwithstanding any contrary language in this Agreement or in Minuteman’s Uniform Franchise Disclosure Document, the FAA preempts any state law restrictions on the enforcement of the arbitration clause in this Agreement according to its terms, including any restrictions on the site of the arbitration. In the event that any provision contained in this paragraph 23 is unenforceable, that provision shall be severable from the remainder of this paragraph, and the balance of the provisions in this paragraph 23 shall remain in full force and effect. In addition, any ruling invalidating any other portion of this Agreement shall not affect the validity of this arbitration clause.

(c) Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be binding, final, and cannot be appealed. Minuteman and Franchisee (and their respective owners) waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

(d) This paragraph 23 shall be deemed to be self-executing and shall remain in full force and effect after the expiration or sooner termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding such failure to appear.



(e) Mediation shall take place in Franchisee's home state. Arbitration shall take place in the county and state of Minuteman's headquarters at the time of commencement.

(f) Franchisee acknowledges and agrees that it is the intent of the parties that mediation or arbitration between Minuteman and Franchisee shall be of Minuteman's and Franchisee's individual claims, and that none of Franchisee's claims shall be mediated or arbitrated on a class-wide basis or on a joined or consolidated claim basis.

(g) If, before an Arbitrator's or Mediator's decision, either Minuteman or Franchisee commences an action in court of a claim that arises out of or relates to this Agreement (except for the purposes of enforcing the provisions of this paragraph 23 or as otherwise permitted by this Agreement), that party will be responsible for the other party's expenses of enforcing the provisions of this paragraph 23, including court costs, arbitration/mediation filing and/or administrative fees, and attorneys' fees. If any party commences any action, either arbitration or litigation, against any other party arising out of or related to this Agreement, the prevailing party or parties shall be entitled from the losing party or parties, both attorneys' fees and costs of the arbitration and/or litigation as part of the award or judgment rendered, along with the attorneys' fees and costs incurred in enforcing any such judgment.

(h) The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in the State of New York, Suffolk County, and that, therefore, each of the parties irrevocably and unconditionally:

(a) agrees that any suit, action or legal proceeding arising out of or relating to the offer, negotiation, performance, validity or interpretation of this Agreement, where a Court of competent jurisdiction shall permit a suit to arise rather than compelling arbitration as called for under this paragraph 23 of this Agreement, shall be brought only in the courts of record of the State of New York in Suffolk County or the United States District Court for the Eastern District of New York; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; and (c) waives any objection which he, she or it may have to the laying of venue of any such suit, action or

proceeding in any of such courts. Notwithstanding the foregoing, if Minuteman deems it necessary to commence an action in another Court or jurisdiction to more fully or expeditiously determine, interpret or protect its rights, it may do so.

(i) **WAIVER OF JURY TRIAL** The parties irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either of them, except where prohibited by federal or state law.

(j) Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and any other agreement relating to this Agreement and all transactions contemplated by this Agreement and any other agreement relating to this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York without regard to principles of conflicts of laws.

#### **24. Franchisee's Acknowledgment**

(a) Franchisor has made a strong effort to familiarize Franchisee with its franchise concepts, location criteria, and the duties and responsibilities of a Minuteman Press Franchisee. Minuteman Press Centers differ depending on geographic location, length of time in business, the attitude and effort of Franchisee. Franchisee acknowledges the business and economic risks associated with the purchase of a franchise.

(b) **FRANCHISOR SPECIFICALLY STATES THAT THERE IS NO MINUTEMAN PRESS CENTER THAT MAY BE CONSIDERED TO BE A "TYPICAL" OR "AVERAGE" CENTER. FRANCHISOR MAKES NO REPRESENTATIONS OR GUARANTEES AS TO GROSS SALES, NET PROFITS, GROSS PROFITS, REVENUES OR OTHER EARNINGS ANY FRANCHISEE CAN EXPECT. FRANCHISEE IS NOT ENTITLED TO ANY COMPENSATION OR REIMBURSEMENT FOR LOSS OF PROSPECTIVE PROFITS, ANTICIPATED SALES OR OTHER LOSSES. NO PERSON IS AUTHORIZED TO GIVE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN OR INCORPORATED IN THIS**

**FRANCHISE AGREEMENT; AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.**

**25. Miscellaneous Provisions**

(a) This Agreement shall be binding upon the parties hereto, their heirs, successors, and permitted assigns. All persons signing as Franchisee shall be jointly and severally liable for its obligations to Minuteman under this and any other agreements between the parties.

(b) As to any provision in this Agreement wherein approval is required, or modification desired, such approval or modification must be in writing and signed by the party to be charged.

(c) If any portion of this Agreement is declared to be invalid by any court, such determination shall not affect the balance of this Agreement and the same will remain in full force and effect.

(d) The captions herein are inserted for convenience only, and will not be deemed or construed to be a part of this Agreement or to define or limit the contents of the paragraph thereof.

(e) Franchisee acknowledges that State and Federal law may require Minuteman to disclose Franchisee's home address in particular circumstances. Franchisee hereby consents to use the same.

IN WITNESS WHEREOF the parties hereto acknowledge that they have read and fully understand all of the above and foregoing. By signing below, each party agrees to abide by all of the terms and conditions in this agreement.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Franchisor Franchisee

\_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Entity Name (if Applicable)

BY: \_\_\_\_\_  
Name & Title

A \_\_\_\_\_ organized  
under the laws of the State of  
\_\_\_\_\_.

# SCHEDULE A - EQUIPMENT PACKAGE - 2024 USA

## Digital Printing Equipment

Xerox VERSANT Digital Printing System Package Consisting of a Custom Configured Versant V280 -The cost of this Xerox press is not included in the total below, it is acquired with a **separate lease with the Xerox Corp.**  
Epson SureColor T Series Wide Format Inkjet Printer

## Computer Package\*

Dell OptiPlex Core i7 - 16GB Ram /500GB SSD/2TB HDD Windows Pro  
Dell OptiPlex i5 - 8GB Ram /500GB SSD - Windows Pro  
Dell laptop - 8GB RAM, 256GB SSD, Windows Pro, and Intel i5 (or AMD Equivalent)  
Networking, Installation, Cables, Surge Protectors & 1Gbps 16 Port Switch  
(2) Dell 27 Wide Monitor P2722H  
(2) Battery Back Up 650 VA - USB - Output Connectors: 8  
HP LaserJet Network Printer 40ppm or better & 10' Cable  
Computer Package Shipping & Handling  
FLEX Management Software System License

## Bindery/Finishing Equipment Package

Programmable Cutter - Automatic Clamp, Power Back Gauge, and Digital Touchpad  
Fully Automatic - Creaser / Slitter / Perforator / Cutter with PC Bracket  
Padder  
Electric Punch and Electric Bind - all-in-one unit (with starting supplies)  
Thermal Binding System with Cooling Rack (with starting supplies)  
Laminating Machine (with starting supplies)  
Electric Saddle Stapler  
Heat Press 16 x 20 - Movable Stand  
Trimmer and Board Cutter 60 inch with Movable Stand

## Production Fixtures

Two (2) Steel Work Tables  
Two (2) Six Foot Folding Tables  
Five (5) Racks Steel Shelving

## Furniture Package

Front Lobby Service Counter (Graphic not included - installed locally)  
Work Counter / (2) 3 Drawer File Cabinets  
Computer Graphics Desk / (2) 2 Drawer File Cabinets  
Custom Wall Mounted Production Bins

## Sign Package\*\*

Minuteman Press or International Minute Press Outdoor Sign  
Interior Wall Graphics, Counter Graphics and Window Graphics

<b>TOTAL EQUIPMENT PACKAGE COST</b>	<b>\$92,190.00</b>
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<b>***Shipping and Installation charges +</b>	
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<b>Applicable Taxes +</b>	
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<b>All Prices are in US Dollars</b>	<b>TOTAL</b>	<b>\$92,190.00</b>
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*Please be advised that currently we are experiencing, like most organizations, supply chain issues. Fortunately, we have been able to work closely with our Choice Vendors to keep these delays to a minimum; however, at this time you most likely will experience some delays. Your patience and understanding are appreciated.*

**\*The exact models and software configurations may not be available at time of ordering, therefore, what you receive may be different than what is listed. Prices subject to change.**

**\*\*All interior and exterior signs may be subject to approval by local municipal authorities and landlords. If changes are required, Minuteman Press International, Inc. will order signs to conform to the landlord's and municipal authorities' requirements. Additional charges will be the responsibility of the franchise owner and will be billed separately. Payment is required upon the ordering of the appropriate sign.**

**\*\*\*Shipping and Installation charges will be an additional expense. Prices subject to change.**

**Please note: The above does not include supplies which are billed separately at approximately \$1,400.00**

**SCHEDULE "B"**

**MINUTEMAN PRESS INTERNATIONAL, INC.  
AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER**

I (we) hereby authorize Minuteman Press International, Inc. ("Minuteman") to initiate Electronic Funds Transfer ("EFT") charges to my (our) bank account (indicated below) for payment of fees owed by me (us) to Minuteman.

Financial Institution Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Routing Number (9 digits): \_\_\_\_\_

Branch Name: \_\_\_\_\_

Address: \_\_\_\_\_

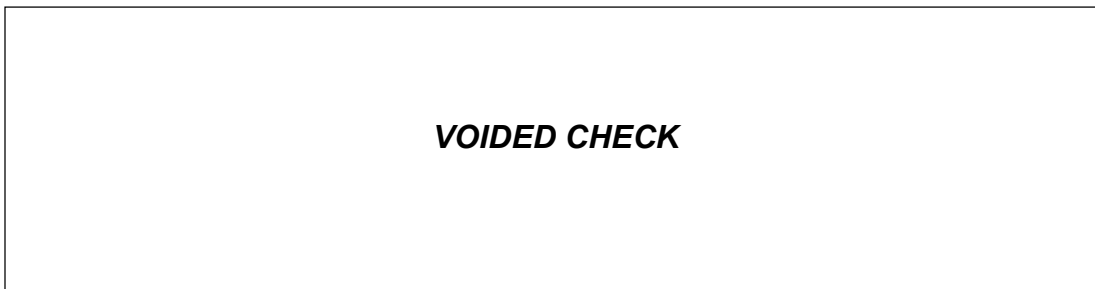
\_\_\_\_\_

Individual Name: \_\_\_\_\_

Corporate Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature and Title

**Please attach a voided blank check for verification purposes**



## FLEX MANAGEMENT SOFTWARE™ LICENSE AGREEMENT

This FLEX MANAGEMENT SOFTWARE™ LICENSE AGREEMENT (“Agreement”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between MINUTEMAN PRESS INTERNATIONAL, INC., a New York corporation, of 61 Executive Boulevard, Farmingdale, NY 11735, (“Minuteman”), and \_\_\_\_\_ (“Franchisee”) having a Minuteman Press/International Minute Press Center located at \_\_\_\_\_ (“Center”).

### Introduction

- A. Minuteman and Franchisee have signed a Franchise Agreement (“Franchise Agreement”).
- B. Minuteman has developed software entitled FLEX Management Software™ for use by authorized franchisees in the operation of their Center. The FLEX Management Software™ will require the use of a Security Module device and for training purposes, a Tutorial Player. For purposes of this Agreement, the FLEX Management Software™, Security Module, Tutorial Player, and all other related utilities shall be collectively referred to as the “FLEX System”.
- C. Franchisee desires and is willing to license the FLEX System from Minuteman in accordance with the terms and conditions of this Agreement.

### Agreement

**NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties agree as follows:**

1. Grant of License. Minuteman grants Franchisee a non-transferable, non-exclusive, revocable license to use the FLEX System, its related user manuals, documentation, training videos, tutorials, and other materials, provided Franchisee fully complies at all time with the terms and conditions of this Agreement and the Franchise Agreement.
2. Delivery of Software. Upon execution of this Agreement and payment of the initial license fee, Minuteman shall supply the components of the FLEX System to Franchisee in any media format deemed appropriate by Minuteman. Franchisee agrees, that upon request of Minuteman, and at Franchisee’s sole expense, it shall promptly acquire and utilize an internet connection, updated Security Module, or any other required computer hardware and/or software necessary, in order to receive updates and support for the FLEX System. Franchisee agrees that if any component of the FLEX System, including but not limited to the Disc(s) or Security Module, is lost, stolen or damaged, Minuteman will charge a replacement fee equal to the then current initial license fee. Franchisee may make one back-up copy of the FLEX System. Upon receipt of any upgrades to the FLEX System from Minuteman, Franchisee shall promptly install such upgraded software and adopt its use.
3. Initial License Fee. Upon the execution of this Agreement, Franchisee shall pay to Minuteman a nonrefundable initial license fee plus applicable tax in the sum of (*check one*):
  - \$3,995.00 for transfer of license if purchasing an existing franchised center, or
  - \$7,995.00 for new software (please note, new FLEX Management Software™ is included in cost of a new equipment package).
4. Annual Support and Maintenance Fee. During the term of this Agreement, Franchisee shall pay an ongoing annual support and maintenance fee in the sum of U.S. \$370.00 plus applicable tax within 10 days after invoicing by Minuteman. Franchisee shall pay a late payment charge of 10% per month, or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Minuteman is in arrears. Minuteman reserves the right to increase the annual support and maintenance fee once per calendar year but in no event will the annual increase exceed 10%.

5. Term. The term of this Agreement shall be from the effective date of this Agreement through the date of the expiration or earlier termination of the Franchise Agreement.
6. Use and Restrictions. The FLEX System may only be used by the Franchisee and its designated employees in connection with the operation of Franchisee's Center and for no other purpose. Franchisee and/or Franchisee's employees shall not:
  - a. use the FLEX System except as expressly permitted in this Agreement;
  - b. sell, assign, rent, lease, sublicense, distribute, or allow access to the FLEX System or any component thereof to any person other than Minuteman, its representatives and Franchisee's designated employees who have agreed to keep the FLEX System confidential;
  - c. edit, modify, decompile, reverse engineer, disassemble, or translate the FLEX System, nor create any derivative works, or otherwise be involved with a recreation of a similar software package to the FLEX System;
  - d. copy or reproduce the FLEX System or any component thereof except as expressly permitted in this Agreement.
7. Access by Minuteman. Minuteman has the right, but not the obligation, to at all times to access the FLEX System, remotely or otherwise, and to retrieve, make periodic copies, store, analyze and use all data in the files of Franchisee generated by the FLEX System. Minuteman reserves the right to refuse technical support if Franchisee's computer and/or operating system is not functioning properly or is otherwise infected with a virus, malware, spyware, or other similar issue, as determined by Minuteman until the computer has been repaired by a computer professional.
8. Proprietary Rights. Franchisee acknowledges that the FLEX System, including all copies and components thereof, regardless of the form or media in which the original or copies may exist, are the sole and exclusive property of Minuteman and is copyrighted material under the laws of the United States and international treaty provisions. Franchisee acknowledges that the FLEX System, including the source and object codes, logic and structure, constitute valuable trade secrets of Minuteman. Franchisee further acknowledges and agrees that it has no copyright, patent, trade secret, trademark or other intellectual property or proprietary rights in the FLEX System and the information derived therefrom, but only the rights granted to it as a licensee under this Agreement. Franchisee agrees not to remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the FLEX System or any component thereof.
9. Discontinuation/Replacement. At any time during the term of this Agreement, Minuteman may, with or without notice to Franchisee, discontinue and/or replace any component of the FLEX System. Minuteman may offer a successor license under terms and conditions which may be different from those contained in this agreement. Minuteman will have no obligation or liability to Franchisee or any other third party for any expense or loss incurred arising from any action taken by Minuteman pursuant to this Section 9.
10. Termination. This Agreement shall automatically terminate upon the expiration and/or termination of the Franchise Agreement, or if Franchisee transfers an interest in Franchisee, its Franchise Agreement and/or its Center pursuant to the transfer provisions of the Franchise Agreement. Minuteman shall have the right to terminate this Agreement and/or disable Franchisee access to the FLEX System, effective upon delivery of notice to Franchisee, if:
  - a. Franchisee fails to make payments of any amounts due Minuteman under this Agreement, or under the Franchise Agreement or any other related agreement, and does not cure such failure within ten (10) days after written notice is delivered to Franchisee; or
  - b. Franchisee breaches the terms of this Agreement or the Franchise Agreement.

Upon the termination and/or expiration of this Agreement, Franchisee shall immediately discontinue use of the FLEX System, and shall immediately return to Minuteman, at Franchisee's expense, the FLEX System together



with any upgrades, back-up copies, manuals, training videos, tutorials, and other materials related to the FLEX System. In the event Franchisee fails to immediately comply with the foregoing, Minuteman may enter Franchisee's Center, without liability, and remove and/or disable the FLEX System together with any upgrades, back-up copies, manuals, training videos, tutorials, and other materials related to the FLEX System. Franchisee further agrees that failure to return the FLEX System and all components thereof shall cause Minuteman damages, which damages are difficult to ascertain, and in said event shall pay to Minuteman the sum of U.S. \$25,000.00 which represents liquidated damages agreed to between the parties.

11. Warranty Disclaimer. Minuteman does not represent and warrant to Franchisee and expressly disclaims any warranty that the FLEX System is error-free or that the operation and use of the FLEX System by Franchisee will be uninterrupted or error-free. Minuteman does not warrant that the FLEX System is compatible with all equipment and software installations. Minuteman will have no obligation or liability for any expense or loss incurred by Franchisee arising from use of the FLEX System. The FLEX System is provided on an "as is" basis, without any other warranties or conditions, express or implied, including but not limited to warranties of merchantability, or fitness for a particular purpose or those arising by law, statute, usage of trade, or course of dealing.
12. LIMITATION OF LIABILITY. IN NO EVENT SHALL MINUTEMAN BE LIABLE TO FRANCHISEE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES AND CLAIMS WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, ATTORNEYS' FEES AND COSTS, OR OTHER COMMERCIAL OR ECONOMIC LOSS EVEN IF MINUTEMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. MINUTEMAN DOES NOT GIVE PROFESSIONAL ADVICE. WE ARE NOT IN THE BUSINESS OF PROVIDING LEGAL, FINANCIAL, ACCOUNTING, OR TAX PROFESSIONAL SERVICE OR ADVICE. YOU SHOULD CONSULT THE SERVICES OF A COMPETENT PROFESSIONAL WHEN YOU NEED THIS TYPE OF ASSISTANCE. WE DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE FLEX SYSTEM WILL SATISFY OR ENSURE COMPLIANCE WITH ANY FEDERAL, STATE OR ANY OTHER JURISDICTION'S LAWS OR REGULATIONS. FRANCHISEE IS SOLELY RESPONSIBLE THAT YOUR USE OF THE FLEX SYSTEM IS IN ACCORDANCE WITH APPLICABLE LAWS. FRANCHISEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON MINUTEMAN AND/OR ANY INFORMATION PROVIDED OR PRODUCED BY THE FLEX SYSTEM FOR ADVICE REGARDING TAXES AND ACCOUNTING, AND SUCH INFORMATION SHOULD NOT BE RELIED UPON WITHOUT FIRST CONSULTING A LOCAL TAX PROFESSIONAL AND/OR ACCOUNTANT.
13. Security. Franchisee acknowledged that the FLEX System has been developed to permit remote use and access. While Minuteman has taken reasonable steps to ensure that data is secure, Franchisee acknowledges that opening a network to access by remote users over the Internet increases the likelihood of a security breach. Franchisee accepts all liability for any damages that may arise due to an unsecured or improperly secured network. Franchisee further agrees that the storing of credit card, debit card, bank account numbers, or other sensitive customer financial data within the FLEX System is strictly prohibited.
14. Assignment. Franchisee may not assign this Agreement to any third party without the written consent of Minuteman. Any such assignment shall be void and shall constitute a material breach of this Agreement.
15. Governing Law and Jurisdiction/Jury Waiver/ Limitation Period. This Agreement shall be governed as to validity, construction and in all other respects, by the laws of the State of New York; and in the event of any litigation commenced by either party hereunder, such action shall be commenced and tried in a court of competent jurisdiction in the State of New York, County of Suffolk or in the United States District Court for the Eastern District of New York, in the county where the Minuteman has its home office. **All parties waive trial by jury in all instances.** Any claims arising out of or relating to this Agreement must be brought by the Franchisee no later than one year after it has occurred.

- 16. Attorneys' Fees. If Minuteman takes legal action to enforce the terms and conditions of this Agreement, Franchisee agrees to pay Minuteman all attorneys' fees, costs, and expenses incurred by Minuteman in enforcing the terms of this Agreement.
- 17. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability or limited warranty is intended by the parties to be severable and independent of any other provision and to be enforced as such.
- 18. Waiver. No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any other different, continuing, or subsequent breach.
- 19. Surviving Provisions. In the event of expiration or termination of this Agreement, all those sections of this Agreement not specifically related to usage of the FLEX System, including but not limited to the protection of copyrighted material, trade secrets and confidential information shall survive.
- 20. Entire Agreement. This Agreement is the sole Agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either part. This Agreement may be amended only by a writing executed by the authorized representatives of both parties. Nothing in this agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_

X \_\_\_\_\_  
 FRANCHISEE  
 \_\_\_\_\_  
 (Print Name)

X \_\_\_\_\_  
 FRANCHISEE  
 \_\_\_\_\_  
 (Print Name)

CORPORATION / LLC: \_\_\_\_\_  
 (Print Name of Corp. / LLC)

BY: X \_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name & Title)

**NOTE:** ALL FRANCHISEES, AS NAMED IN YOUR FRANCHISE AGREEMENT, BOTH INDIVIDUAL AND CORPORATE, MUST SIGN THIS LICENSE AGREEMENT. PLEASE SIGN YOUR NAME ABOVE THE LINE AND PRINT YOUR NAME AND TITLE, IF APPLICABLE, BELOW THE LINE.

**SCHEDULE D**

**ASSIGNMENT OF TELEPHONE NUMBERS, DOMAIN NAMES AND EMAIL ADDRESSES**

Date: \_\_\_\_\_

This assignment shall be effective as of the date of termination and/or expiration of the Franchise Agreement entered into between Minuteman Press International, Inc. ("Minuteman") and \_\_\_\_\_ ("Franchisee(s)"). Franchisee hereby irrevocably assigns to Minuteman or its designee the telephone number or numbers and listings, domain names and email addresses issued to and/or utilized by Franchisee with respect to each and all of the Franchisee's Minuteman Press or International Minute Press businesses. Franchisee agrees to pay all amounts, whether due and payable or not, that any domain name registry ("Registry") or internet service provider ("ISP") may require in connection to such transfer. This assignment is for collateral purposes only and Minuteman shall have no liability or obligation of any kind whatsoever arising from this assignment, unless Minuteman desires to take possession and control over the telephone numbers, domain names and email addresses.

Minuteman is hereby authorized and empowered upon termination or expiration of the Franchise Agreement that, and without any further notice to Franchisee, to notify the telephone company, as well as any other company that publishes telephone directories ("telephone companies"), the Registry and the ISP to transfer the telephone numbers, domain names and email addresses to Minuteman or such other person or firm as is designated by Minuteman. In furtherance thereof, Franchisee hereby grants an irrevocable power of attorney to Minuteman and appoints Minuteman as its attorney-in-fact to take any necessary actions to assign the telephone numbers, domain names and email addresses including but not limited to, executing any forms that the telephone companies, the Registry or the ISP may require to effectuate the assignment. This assignment is also for the benefit of the telephone companies, the Registry and the ISP and the telephone companies, the Registry and the ISP may accept this assignment and Minuteman's instructions as conclusive evidence of Minuteman's rights in the telephone numbers, domain names and email addresses and Minuteman's authority to direct the amendment, termination or transfer of the telephone numbers, domain names and email addresses as if they had originally been issued to Minuteman. In addition, Franchisee agrees to hold the telephone companies, the Registry and the ISP harmless from any and all claims against them arising out of any actions or instructions by Minuteman regarding the telephone numbers, domain names and email addresses.

FRANCHISEE(S):

MINUTEMAN PRESS INTERNATIONAL, INC.

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit B to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

## **ML Leasing Equipment Lease**

ML LEASING  
61 Executive Boulevard  
Farmingdale, NY 11735  
(631) 249-1370

FOR ML LEASE USE ONLY  
ACCOUNT NUMBER

**EQUIPMENT LEASE**

THIS LEASE is made between ML Leasing, a division of Minuteman Press International, Inc., a New York Corporation ("Lessor") and \_\_\_\_\_ ("Lessee").

**1. Definitions.**

"Authorized Location" means the real property located at \_\_\_\_\_ in \_\_\_\_\_, County, \_\_\_\_\_, or such other location approved in writing by Lessor.

"Equipment" means all of the personal property described in Exhibit A hereto.

"Supplier" means the manufacturer or other supplier of the Equipment, as disclosed in Exhibit A.

**2. Lease of Equipment.** Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Equipment on the terms and conditions set forth in this Lease. The Equipment shall be installed and used only at the Authorized Location.

**3. Term.** The lease term for the Equipment shall commence upon Supplier's delivery of the Equipment at Supplier's facilities and shall end \_\_\_\_\_ months thereafter, unless this Lease is canceled earlier pursuant to Section 15 below.

**4. Rent.** Rent shall be payable in \_\_\_\_\_ equal installments of \$\_\_\_\_\_ each, the first due and payable upon Lessee's acceptance of this Agreement, and remaining payments due and payable in advance of each succeeding rental period commencing with the \_\_\_\_\_ day of the \_\_\_\_\_ month following delivery of the Equipment to Lessee. All rent shall be paid without notice or demand and without withholding, abatement, deduction, or any set-off of any amount whatsoever. Any rent unpaid for 5 days after its due date shall be subject to a late charge of \$ \_\_\_\_\_.

**NOTE: State law requires that Lessor add applicable sales tax to lease payment unless Lessee furnishes Lessor with a proper exemption certificate.**

**5. Finance Lease.** Lessee, not Lessor, selected the Equipment and the Supplier, Lessor is acquiring the Equipment from the Supplier only at Lessee's request in connection with this Agreement. Lessee hereby confirms that (i) its received a copy of the contract for the acquisition of the Equipment by Lessor and approved that contract, or (ii) it understands that under the applicable law Lessee is entitled to the promises and warranties made to the Lessor by all Suppliers and may communicate with them to receive accurate and complete statement of those promises and warranties or any limitations on them.

**6. Installation.** Lessee shall, at its cost and expense, install, or arrange for the installation of the Equipment at the Authorized Location.

**7. Warranty.** Lessor leases the Equipment "AS IS", and without any representations, assurances or warranties, implied or express, of any nature whatsoever, including without limitation representations, assurances or warranties as to the tax or accounting treatment of this lease.

**LESSOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. LESSOR EXPRESSLY EXCLUDES ANY WARRANTY AGAINST INTERFERENCE BY ANY THIRD PARTY WITH LESSEE'S ENJOYMENT OF ITS LEASEHOLD INTEREST OR AGAINST CLAIMS BY ANY THIRD PARTY FOR INFRINGEMENT OF ANY PROPRIETARY RIGHT.**

## Terms and Conditions of Lease (continued)

Provided none of the events of default described in Section 15 below has occurred and is continuing, Lessor assigns to Lessee for and during the lease term for the Equipment any assignable warranties given by Suppliers to Lessor covering the Equipment. Any claims by Lessee under such warranties all shall be made directly to the appropriate Supplier. Any such claims shall not affect Lessee's obligation to pay rent for the Equipment, which is absolute, independent and irrevocable.

8. **Limitations of Lessor's Liability.** Lessor shall not be subject to any liability with respect to the Equipment. Lessor's liability with respect to its breach of this Lease is limited to rental amounts actually paid to Lessor by Lessee under this Lease.

**LESSOR SHALL NOT BE SUBJECT TO ANY DISCLAIMERS: (A) ALL OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, (B) ALL OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY), OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO THE EQUIPMENT AND THIS LEASE, AND (C) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.**

Without limiting the generality of the foregoing, Lessor specifically disclaims any liability for property or personal injury damages, penalties (including administrative penalties), special and punitive damages for lost profits and other forms of economic loss.

9. **Maintenance.** Lessee shall, at its expense, keep the Equipment in good working order and repair and otherwise in the same condition as when delivered to Lessee (ordinary wear and tear resulting from proper use expected). Any replacement parts needed to maintain or repair the Equipment will be paid for by Lessee, but shall become part of the Equipment. Lessee shall not make any alteration to the Equipment without Lessor's prior written consent.

10. **Title to Equipment.** This Lease is intended to be a true lease. Title to the Equipment shall at all times remain in Lessor. Lessee does not have and except, as otherwise expressly provided in this Lease, Lessee may not obtain title to the Equipment nor any legal or equitable right or interest in the Equipment except its leasehold interest under this Lease. The Equipment is and shall remain personal property irrespective of its use or the manner of its attachment to real estate, and Lessee shall not permit the Equipment to be permanently attached to real estate without Lessor's prior written consent. Upon Lessor's request, Lessee shall provide an agreement of any landlord or mortgagee of the premises at the Authorized Location, in form and substance satisfactory to Lessor, which agreement shall waive and disclaim any and all interest of the landlord or mortgagee in the Equipment, allow Lessor access to such premises, and grant Lessor the right to remove the Equipment from such premises.

11. **Liens.** Lessee shall keep the Equipment free and clear of all liens, encumbrances and security interests and shall not remove it from the Authorized Location or do or permit anything to be done which might prejudice or impair Lessor's title to it.

12. **Compliance.** Lessee shall comply with all federal, state, county, municipal and other laws, ordinances, regulations, rules and orders applicable to the Equipment and the use thereof.

13. **Insurance.** All risk of loss or damage to the Equipment shall be borne by Lessee at all times after Supplier's delivery of the Equipment at Lessee's facilities and until return of the Equipment to Lessor at the end of the lease term for the Equipment. Lessee shall keep the Equipment insured under policies with such provisions (including loss payable to Lessor and its assigns), for such amounts and by such insurers as shall be satisfactory to Lessor from time to time, and shall furnish evidence of such insurance satisfactory to Lessor. Lessor is authorized, in the name of Lessee or otherwise to make, adjust, settle or compromise claims under such insurance. Any proceeds of such insurance shall be paid to Lessor for application to amount due Lessor by Lessee as Lessor deems appropriate.

14. **Inspection.** Lessee shall permit Lessor's agents to enter upon Lessee's premises to inspect the Equipment at all reasonable times.

## **Terms and Conditions of Lease (continued)**

15. **Events of Default.** Lessor may, at its sole option, cancel this Lease effective immediately upon the occurrence of one or more of the following events of default: (i) the failure by Lessee to make any payment under this Lease within 5 days after the payment is due; (ii) the attempt by Lessee to assign any right or interest under this Lease or to transfer or sublease any of the Equipment; (iii) the failure by Lessee to cure any other breach of any provision in this Lease within 15 days after written notice of such breach from Lessor; (iv) the insolvency or bankruptcy of Lessee; (v) the making by Lessee of an assignment for the benefit of creditors; (vi) the appointment of a trustee to receive for Lessee, or for any of its assets, with or without its consent; or (vii) the institution of bankruptcy, reorganization, or insolvency proceedings of which Lessee is the subject.

16. **Lessor's Remedies.** Upon cancellation of this Lease pursuant to Section 15 above, all rights of Lessee under this Lease shall terminate immediately and Lessor may exercise any rights and remedies which may be available to Lessor under this Lease or under applicable law. Without limiting the foregoing, Lessor may require Lessee, at Lessee's expense, to immediately return the Equipment (together with all parts and attachments) to Lessor and Lessor may enter upon the premises of Lessee at any time and remove the Equipment (together with all parts and attachments) at the expense of Lessee and without any liability for such removal, whether for trespass or any damage in connection with such removal. At the time of such return or removal the Equipment shall be in at least the same condition as when delivered to Lessee (ordinary wear and tear resulting from proper use excepted). In addition to recovery of the Equipment, Lessor shall be entitled, at its option, to recover in lieu of other damages provided by applicable law, as liquidated damages and not as a penalty (i) all accrued rent due and unpaid under this Lease as of the date of Lessor's cancellation of the lease, and (ii) 50% of all rent that would have come due during the remaining term of this lease.

17. **Indemnity.** Lessee assumes liability for, and shall indemnify, defend and hold harmless Lessor, to its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including attorneys' fees), of any kind and nature relating to or arising out of the use, condition (including, without limitation, latent and other defects whether or not discoverable by Lessee or Lessor), operation, delivery, leasing or return of the Equipment, regardless of where, how and by whom operated, or any failure by Lessee to conform or comply with any of the terms or provisions of this Lease. The indemnities and assumptions of liabilities and obligations provided for in this Section 17 shall continue in full force and effect notwithstanding the expiration or cancellation of this Lease.

18. **Taxes and Assessments.** The Lessee shall pay (in addition to the rent due under this Lease), and shall indemnify, defend and hold harmless Lessor, its agent, employees, officers, directors, successors and assigns from and against all taxes, fees and governmental charges of any kind whatsoever (other than those based on the net income of Lessor) levied on, related to or measures by the Equipment, the leasing of the Equipment to the use of the Equipment, whether assessed and billed to Lessee or Lessor.

19. **Purchase Option.** Provided none of the events of default described in Section 15 above has occurred and is continuing, Lessee may, at its option purchase all of the Equipment upon expiration of the lease term for the Equipment at a purchase price equal to the greater of (i) 10% of the total original fair market value of the Equipment as stated in Exhibit A or (ii) the then fair market value of the Equipment as determined by an independent appraiser selected by Lessor. To exercise its option to purchase the Equipment, Lessee must give Lessor irrevocable written notice at least 90 days prior to the expiration of the lease term for the Equipment. If Lessee exercises its option to purchase the Equipment, Lessee shall, on the final day of the lease term, pay to Lessor the purchase price for the Equipment (plus all taxes and charges upon sale) in immediately available funds, and Lessor shall sell the Equipment to Lessee "AS IS, WHERE IS" without any representations or warranties, express or implied, of any nature whatsoever.

20. **Return of Equipment Upon Expiration.** If Lessee does not purchase the Equipment, Lessee shall, at its expense, return the Equipment (together with all parts and attachments) to Lessor promptly upon expiration of the lease term for the Equipment, and Lessor may enter upon the premises of Lessee at any time and remove the Equipment (together with all parts and attachments) at the expense of Lessee and without any liability for such removal, whether for trespass or any damage in connection with such removal. At the time of such return or removal, the equipment shall be in at least the same condition as when delivered to Lessee (ordinary wear and tear resulting from proper use excepted).

**Terms and Conditions of Lease (continued)**

21. **Assignment.** This Lease and all rights of Lessor under this Lease shall be assignable by Lessor without Lessee's consent, but Lessee shall not be obligated to any assignee of the Lessor except after written notice of such assignment from the Lessor. Lessee shall not, without prior written consent of Lessor, assign this Lease or any right or interest under this Lease, or transfer or sub-lease the Equipment.

22. **Maintenance of Lessor's Interest.** Lessee shall pay all expenses and, upon request, take any action reasonably deemed advisable by Lessor, including the execution of financing statements, to preserve the Equipment or to establish, perfect, terminate or enforce Lessor's interest in the Equipment and Lessor's rights under this Lease. Lessor is authorized to file the original or a photocopy of this Lease, or a financing statement describing this Lease signed only by Lessor in accordance with the Uniform Commercial Code or signed by Lessor as Lessee's attorney in fact. Any such filing or recording shall not be deemed evidence of any intent to create a security interest rather than a true lease under the Uniform Commercial Code.

23. **Notices.** All notices relating to this Lease shall be delivered in person to an officer of Lessor or Lessee or shall be mailed by certified or registered mail to Lessor or Lessee at its respective address shown below or at such other address as Lessor or Lessee may specify to the other in writing. Notice shall be deemed given upon delivery in person or mailing as set forth above.

24. **Remedies and Waivers.** No remedy of Lessor under this Lease shall be exclusive of any other remedy in this Lease or provided by law, but each shall be cumulative and in addition to every other remedy. A waiver of any default shall not be a waiver of any other or subsequent default.

25. **Entire Agreement.** This Lease constitutes the entire agreement of the parties with respect to the subject matter of this Lease. Lessee acknowledges that no representations or warranties have been made by Lessor, and that there are no conditions to this Lease, except as expressly set forth in this Lease. No modifications of this Lease shall be binding upon the parties unless in writing and signed by the party to be charged.

26. **Construction.** This Lease shall be governed by and constructed in accordance with the internal laws of the State of New York. Invalidity of any provision of this Lease shall not affect the validity of any other provision. LESSEE ACKNOWLEDGES RECEIPT OF AN EXECUTED COPY OF THIS LEASE AND THAT IT IS NON-CANCELABLE.

-----

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed, effective as of the date of execution by Lessor.

DATED: \_\_\_\_\_

ML LEASING (LESSOR)  
A division of Minuteman Press International, Inc.  
a New York Corporation

LESSEE: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Signature

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Signature



**Exhibit C to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

# **Deposit Receipt**

**DEPOSIT RECEIPT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your application for a Franchise Agreement together with your deposit of \$5,500.00 has been received and is now being processed.

Upon the location and leasing of a suitable site for your MINUTEMAN PRESS Full Service Design, Print & Marketing Center, we agree to execute a standard Franchise Agreement for the operation of the Center at the location selected.

The deposit paid herein will, upon execution of the Franchise Agreement, be applied to the franchise fee required under that agreement. If you decide not to accept the Franchise Agreement, the deposit paid hereunder shall be fully refunded.

MINUTEMAN PRESS INTERNATIONAL, INC. feels that the location and leasing of a suitable site for a MINUTEMAN PRESS Center is vital to the successful operation of the Center. Therefore, MINUTEMAN PRESS INTERNATIONAL, INC. reserves the right to refund the sum of \$5,500.00 and refuses to issue a Franchise Agreement in the event a suitable site has not been located and approved by MINUTEMAN PRESS INTERNATIONAL, INC. within ninety (90) days after the signing of this Agreement.

Deposits can be made by either personal check made out to Minuteman Press International, Inc. or through Electronic Funds Transfer (EFT). See details below:

**Bank Name:**        **JP Morgan Chase Bank**  
**Account #:**        **211005266**  
**Sort Code #:**      **021000021**

Sincerely,

MINUTEMAN PRESS INTERNATIONAL, INC.

Accepted:

\_\_\_\_\_  
Company Representative

X \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit D to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

**State Administrators and  
Agents for Service of Process**

## **STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

### **CALIFORNIA**

Department of Business Oversight  
1 Sansome Street, Suite 300  
San Francisco, CA 94104-4428  
(866) 275-2677

### **HAWAII**

Commissioner of Securities  
Dept. of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant St., Rm. 203  
Honolulu, HI 96810  
(808) 586-2722

### **ILLINOIS**

Office of the Attorney General  
500 South Second St.  
Springfield, IL 62706  
(217) 782-1090

### **INDIANA**

Indiana Securities Division  
Secretary of State  
302 Washington St., Rm E-111  
Indianapolis, IN 46204  
(317) 232-6681

### **MARYLAND**

Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, MD 21202  
(410) 576-6360

### **MICHIGAN**

Dept. of Attorney General  
Consumer Protection Division  
G. Mennen Williams Building  
525 W. Ottawa Street  
P.O. Box 30213  
(517) 335-7567

### **MINNESOTA**

Minnesota Dept. of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101-2198  
(651) 539-1638

### **NEW YORK**

New York State Dept. of Law  
Bureau of Investor Protection &  
Securities  
120 Broadway, 23<sup>rd</sup> Floor  
New York, NY 10271  
(212) 416-8100

### **NORTH DAKOTA**

North Dakota Securities Dept.  
600 East Boulevard Ave.  
State Capitol Fifth Floor Dept. 414  
Bismarck, ND 58505-0510  
(701) 328-4712

### **RHODE ISLAND**

Department Of Business Regulation  
1511 Pontiac Avenue, Bldg. 69-1  
Cranston, RI 02920  
(401) 462-9532

### **SOUTH DAKOTA**

Department of Labor and Regulation  
Division of Securities  
124 S. Euclid, Suite 104  
Pierre, SD 57501  
(605) 773-4823

### **VIRGINIA**

State Corporations Commission  
Division of Securities & Retail  
Franchising  
1300 Main Street  
Richmond, VA 23219  
(804) 371-9051

### **WASHINGTON**

Department of Financial Institutions  
Securities Division  
150 Israel Road SW  
Tumwater, WA 98501  
(360) 902-8760

### **WISCONSIN**

Division of Securities  
Department of Financial Institutions  
345 W. Washington Avenue, 4<sup>th</sup> Floor  
Madison, WI 53703  
(608) 261-9555

**Exhibit E to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

# **Table of Contents For Operations Manual**

# **THE MINUTEMAN PRESS SYSTEM**

## **TABLE OF CONTENTS**

### **Confidential Procedure Manual**

The following is a listing of 10 categories consisting of topics covered in our Confidential Procedures Manual and/or taught during our training program. Currently, the Confidential Operations Manual contains approximately 1179 pages.

## 1. MANAGEMENT

- Brand Identity Guide
- Social Media Posting Guide
- Support.mpihq.com Owners Website Features and Services
- World Expo Vendor Directory
- FLEX Manual

## 2. MARKETING/ADVERTISING

- Direct Marketing Presentation
- Marketing Key Lines
- How to Answer Your Phone
- Marketing is Everything
- 10 Proven Techniques on How to Close an Order
- Alesco Data Group
- Top Industries for our Services
- 10 Easy Steps to Target Marketing
- The Internet Marketing Program Features and Benefits
- Top Selling Products Catalog
- Tips for Writing your Gateway Content
- MMP Guide to Google My Business
- How to Attack Telemarketing
- DFS Simple Bus. Builders Broch. and Env. Order Form
- DFS Personalized Product Catalogs
- 12 Critical Elements for Creative Effective Marketing Materials
- Simple Business Builders

## 3. PAPER

- Imperial Reference Chart
- Metric Paper Reference Chart
- Tips on Paper Selection
- Paper Samples

## 4. PRICING

- Central Facility Markup Guide for Print
- How to Create and use Quick Jobs in Flex
- Pricing Lesson Samples
- Pricing Lessons
  - a) Lesson #1 - Intro to Quick Jobs
  - b) Lesson #2 – Pricing Formula
  - c) Lesson #3 – Pricing Multiple Up Jobs
  - d) Lesson #4 – Booklet Pricing
  - e) Lesson #5 – Cost Plus Pricing – Central Facility and In-House
  - f) Lesson #6 - Wide Format Ink Jet Pricing
  - g) Lesson #7 – Cost Plus Digital Pricing

## **5. PRODUCTION CONTROL**

- How to Properly Handle a Creative Design Transaction
- 7 Factors of Quality Printing
- File Preparation/Artwork Guidelines
- Lead/Design Order Form
- Production Management Workflow
- Basic Offset Printing

## **6. EMPLOYEES**

- Employees
- Employee Training Checklists

## **7. PROMOTIONAL PRODUCTS**

- ASI Distributor Discount-Code Worksheets
- Promotional Products Choice Vendor Guide
- Apparel Imaging Options/Guidelines
- Uline Grid Wall Displays

## **8. RECORD KEEPING**

- QuickBooks for Minuteman Press - A Management Tool

## **9. SAFETY**

- Hazard Communication Standard "Right to Know" Safety Information
- OSHA SIGNS

## **10. MISCELLANEOUS**

- Pocket Pal
- Pre-Press for Digital Printing



**Exhibit F to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

# **Assignment of Franchise Agreement**



**Exhibit G to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

**Financial Statements**

**MINUTEMAN PRESS INTERNATIONAL, INC.**

**CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended December 31, 2023, 2022 and 2021

(Together with Independent Auditors' Report)

MINUTEMAN PRESS INTERNATIONAL, INC.  
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FOR THE YEARS ENDED DECEMBER 31, 2023 2022 AND 2021

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BLOOM HOCHBERG & CO., P.C.  
CERTIFIED PUBLIC ACCOUNTANTS  
450 SEVENTH AVENUE  
NEW YORK, N.Y. 10123

TELEPHONE  
(212) 244-2112  
FAX  
(212) 629-5058  
WEB SITE  
[www.bhcpas.com](http://www.bhcpas.com)

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of Minuteman Press International Inc.

### Opinion

We have audited the accompanying consolidated financial statements of Minuteman Press International, Inc. (a New York corporation), which comprise the consolidated balance sheets as of December 31, 2023, 2022 and 2021 and the related consolidated statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Minuteman Press International Inc. as of December 31, 2023, 2022 and 2021 and the results of its consolidated operations and its consolidated cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audits 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 Minuteman Press International Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### 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 Minuteman Press International Inc.'s ability 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 Minuteman Press 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 Minuteman Press 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.

*Bloom Hochberg & Co. P.C.*

New York, New York  
March 11, 2024

MINUTEMAN PRESS INTERNATIONAL, INC.  
CONSOLIDATED BALANCE SHEETS  
FOR THE YEARS ENDED DECEMBER 31,

ASSETS	<u>2023</u>	<u>2022</u>	<u>2021</u>
<b>CURRENT ASSETS:</b>			
Cash and Cash Equivalents	\$ 9,802,721	\$ 8,817,907	\$ 8,261,593
Marketable Securities - at Fair Value	4,372,783	3,657,280	4,427,000
Accounts Receivable - (Net of allowance for credit losses accounts of \$27,737, \$24,611 and \$25,117 respectively)	1,774,375	1,726,998	1,785,550
Prepaid Expenses	166,744	72,464	46,355
Inventory	294,140	298,473	128,715
Loans Receivable - Affiliated Companies	-	-	916
Loans and Advances Receivable	-	2,800	-
	16,410,763	14,575,922	14,650,129
 Total current assets			
Property and equipment - (Net of accumulated depreciation of \$4,013,468, \$3,641,816 and \$3,210,827 respectively)	4,405,422	4,722,669	4,755,528
Operating Lease Right of Use Assets	384,368	327,758	-
	29,544	34,538	48,728
 Total Other Assets			
<b>OTHER ASSETS:</b>			
Security Deposits	22,544	20,663	23,329
Loans and Advances Receivable - Long Term	-	6,875	18,399
Other Long Term Assets	7,000	7,000	7,000
	29,544	34,538	48,728
 Total Other Assets			
<b>Total Assets</b>	<b><u>\$ 21,230,097</u></b>	<b><u>\$ 19,660,887</u></b>	<b><u>\$ 19,454,385</u></b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>			
<b>CURRENT LIABILITIES:</b>			
Accounts Payable	\$ 79,727	\$ 15,362	\$ 29,261
Accrued Expenses	5,419,070	4,423,635	3,922,165
Operating Lease Liabilities - Current Portion	148,378	114,124	-
Long Term Debt - Current Portion	-	-	405,060
	5,647,175	4,553,121	4,356,486
 Total current liabilities			
<b>LONG TERM LIABILITIES:</b>			
Operating Lease Liabilities - Non-current Portion	235,990	213,634	-
Long Term Debt - Non-current Portion, net	-	-	392,857
Total Long term liabilities	235,990	213,634	392,857
 Total Liabilities	5,883,165	4,766,755	4,749,343
 <b>STOCKHOLDERS' EQUITY:</b>			
Common Stock (\$0.01 par value 500,000 shares authorized, issued and outstanding)	5,000	5,000	5,000
Retained Earnings	16,921,760	16,325,231	15,896,023
Accumulated Other Comprehensive Loss	(1,579,828)	(1,436,099)	(1,195,981)
Total Stockholders' Equity	15,346,932	14,894,132	14,705,042
Total Liabilities and Stockholders' Equity	<u>\$ 21,230,097</u>	<u>\$ 19,660,887</u>	<u>\$ 19,454,385</u>

See Independent Auditor's Report and accompanying notes to the consolidated financial statements.



MINUTEMAN PRESS INTERNATIONAL, INC.  
CONSOLIDATED STATEMENTS OF INCOME, COMPREHENSIVE INCOME AND RETAINED EARNINGS  
FOR THE YEARS ENDED DECEMBER 31,

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Net Sales	\$ 33,161,193	\$ 29,485,650	\$ 25,951,803
Cost of Sales	<u>10,723,479</u>	<u>9,727,214</u>	<u>8,444,333</u>
Gross Profit	22,437,714	19,758,436	17,507,470
Selling and General Administrative Expenses	15,262,593	14,637,489	13,491,126
Depreciation and Amortization	<u>371,651</u>	<u>430,989</u>	<u>362,844</u>
Operating Income	6,803,470	4,689,958	3,653,500
Other Income (Expenses)			
Government Grants - Paycheck Protection Program and Covid Relief	-	-	10,594
Interest and Dividend Income	176,303	108,299	87,159
(Loss) on Sale of Marketable Securities	(4,291)	(260,495)	(6,802)
(Loss) on Write off of Business Bad Debt	-	-	(38,000)
Interest Expense	-	(15,771)	(22,750)
Unrealized Gain (Loss) on Marketable Securities	<u>567,283</u>	<u>(530,553)</u>	<u>(487,814)</u>
Income before Income Taxes	7,542,765	3,991,438	3,195,887
Income Taxes	<u>46,668</u>	<u>36,000</u>	<u>305,000</u>
Net Income	7,496,097	3,955,438	2,890,887
Retained Earnings at Beginning of Year	<u>16,325,231</u>	<u>15,896,023</u>	<u>16,785,968</u>
	23,821,328	19,851,461	19,676,855
Distributions	<u>6,899,568</u>	<u>3,526,230</u>	<u>3,780,832</u>
Retained Earnings at End of Year	<u>\$ 16,921,760</u>	<u>\$ 16,325,231</u>	<u>\$ 15,896,023</u>
Net Income	\$ 7,496,097	\$ 3,955,438	\$ 2,890,887
Other Comprehensive Income			
(Loss) on Foreign Currency Translation	<u>(143,729)</u>	<u>(240,118)</u>	<u>(181,360)</u>
Total Comprehensive Income	<u>\$ 7,352,368</u>	<u>\$ 3,715,320</u>	<u>\$ 2,709,527</u>

See Independent Auditor's Report and accompanying notes to the consolidated financial statements.

MINUTEMAN PRESS INTERNATIONAL, INC.  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED DECEMBER 31,

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Cash flows from operating activities:			
Net Income	\$ 7,496,097	\$ 3,955,438	\$ 2,890,887
Adjustments to reconcile net income to net cash provided by operating activities			
Paycheck Protection Loan & Covid Relief	-	-	(10,594)
Depreciation and amortization	371,651	430,989	362,844
Business bad debt	-	-	38,000
Bad debt expense	52,184		
Unrealized (gain) loss on Marketable Securities	(567,283)	530,553	487,814
Loss on Sale of Marketable Securities	4,291	260,495	6,802
(Increase) decrease in operating assets:			
Accounts receivable	(99,561)	58,552	(221,010)
Inventory	4,333	(169,758)	(16,110)
Loans and advances receivable	9,675	9,640	26,731
Prepaid expenses	(94,280)	(26,109)	60,893
Increase (decrease) in operating liabilities:			
Accounts payable and accrued expenses	1,059,800	487,571	601,963
Net cash provided by operating activities	<u>8,236,907</u>	<u>5,537,371</u>	<u>4,228,220</u>
Cash flows from investing activities:			
Purchase of property and equipment	(54,404)	(398,130)	(175,744)
Security deposit	(1,881)	2,666	3,249
Sales of investments	306,949	1,303,339	523,253
Purchases of investments	(459,460)	(1,324,667)	(1,317,303)
Net cash used in investing activities	<u>(208,796)</u>	<u>(416,792)</u>	<u>(966,545)</u>
Cash flows from financing activities:			
Government Grants - Paycheck Protection Program and Covid Relief	-	-	10,594
Repayment of debt	-	(797,917)	(397,743)
Distributions	(6,899,568)	(3,526,230)	(3,780,832)
Net cash used in financing activities	<u>(6,899,568)</u>	<u>(4,324,147)</u>	<u>(4,167,981)</u>
Loss on foreign currency translation	<u>(143,729)</u>	<u>(240,118)</u>	<u>(181,360)</u>
Net increase (decrease) in cash and cash equivalents	984,814	556,314	(1,087,666)
Cash and cash equivalents at beginning of year	<u>8,817,907</u>	<u>8,261,593</u>	<u>9,349,259</u>
Cash and cash equivalents at end of year	<u>\$ 9,802,721</u>	<u>\$ 8,817,907</u>	<u>\$ 8,261,593</u>
Supplemental disclosures of cash flow information			
Cash paid during the year for:			
Income taxes	\$ 240,014	\$ 189,278	\$ 185,282
Interest	\$ -	\$ 13,134	\$ 20,119

See Independent Auditor's Report and accompanying notes to the consolidated financial statements.

MINUTEMAN PRESS INTERNATIONAL, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Minuteman Press International, Inc. was formed on March 1, 1975 in the state of New York is an international franchisor offering licenses for the operating of full-service printing centers.

Principles of Consolidation

The financial statements include the operations of Minuteman Press International, Inc. and its divisions MMP Supply Co. and ML Leasing and its wholly owned subsidiaries, Minuteman Press International Australia, Minuteman Press International UK, Minuteman Press International Canada and Minuteman Press International SA, 61 Executive Boulevard Corp. and Sea Deuce, Inc. (collectively "The Company"). Sea Deuce, Inc was formed on April 30, 2018, and is treated as a C corporation for tax purposes. All significant intercompany transactions have been eliminated in consolidation. All assets and liabilities are translated to U.S. dollars at the exchange rate in effect at year-end. Income and expense items and cash flows are translated at the average exchange rate for each year.

Basis of Accounting

The financial statements of the Company are presented on the accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Subsequent Events

The Company has evaluated subsequent events and transactions for potential recognitions or disclosure in the financial statements through March 11, 2024, the day the financial statements were available to be issued.

See independent auditor's report

MINUTEMAN PRESS INTERNATIONAL, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

Cash

Cash consists of demand deposits and a CD account held at major financial institutions and may at times exceed the insured amount. Management believes it mitigates its risk by investing in major financial institutions and in funds that are currently U.S. federal government insured. Recoverability of investments is dependent upon the performance of the issuer.

As of December 31, 2023, 2022 and 2021 respectively, cash in excess of the FDIC insurance, SIPC insurance and other policies amounted to approximately \$8,100,000, \$7,100,000 and \$7,800,000 which was in six banks and two investment institutions, of that amount \$7,547,000, \$6,467,000 and \$6,565,000 was in one bank.

Cash and Cash Equivalents

For purposes of the statements of cash flows. Cash equivalents include highly liquid instruments with original maturities of three months or less.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and are adjusted in subsequent periods.

Revenue Recognition

Revenue is measured based on consideration specified in contracts with franchisees. The Company recognizes revenue when it satisfies a performance obligation by transferring control over to a franchisee. The following describes principal activities, separated by major product or service from which the Company generates its revenues.

See independent auditor's report

MINUTEMAN PRESS INTERNATIONAL, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

Franchise Royalties and Fees

Franchise royalties are based upon a percentage of franchise sales are recognized as sales occur. Franchise royalties are billed on a monthly basis.

Initial franchise fees are recognized on the date of the franchisee's attendance at the training center. The initial services, including training and printing center set-up, are provided to the franchisees are delivered at a point in time. Provision of these services is a specific Company obligation under the franchise agreement. In management's judgement, these services would have significant standalone value if, hypothetically, the Company were to provide them apart from ongoing franchise services and licensing of the Company's name and trademarks. Management has further estimated that a standalone selling price of these initial services would at least equal the initial franchise fees, thus calling for recognition of the revenue at the delivery of the services.

Revenue from equipment sales and sales of supplies are recognized when shipped.

Under the conceptual basis of ASC Topic 606 revenues are divided between those for goods and services provided to customers over time (franchise royalties in the Company's case) and those provided to customers at a point in time (initial franchise fees, equipment sales, sales of supplies and internet and search engine income in the Company's case). The revenue for the years ended December 31, 2023, 2022 and 2021, respectively, representing the two categories were as follows:

Provided over time	\$ 19,010,307	\$ 17,919,969	\$ 16,186,684
Provided at a point in time	14,150,886	11,565,681	9,765,119
Total	<u>\$ 33,161,193</u>	<u>\$ 29,485,650</u>	<u>\$ 25,951,803</u>

Other Revenues

Internet Income, Website Services, Search Engine Income are recognized as revenue when such services are provided.

The Company's accounts receivable relates to contracts with customers. There are no material contract assets or liabilities.

See independent auditor's report.

MINUTEMAN PRESS INTERNATIONAL, INC.  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
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Allowance for Credit Losses

The Company provides franchise services to franchisees and its accounts receivable are primarily derived from the franchisees. The Company extends unsecured credit to its franchisees in the ordinary course of business but mitigates its risk by collecting the payment at the beginning of the month of service and actively pursuing past due accounts.

As of December 31, 2022, and earlier periods, the Company would record an allowance for doubtful accounts after it evaluates the collectability of its account's receivable based on a combination of factors including past collections history. The Company would record an allowance for doubtful accounts based on an evaluation of historical bad debt levels, customer credit worthiness, current economic trends and events affecting a customer's likelihood of paying (e.g., bankruptcy filings). The Company would write-off accounts receivable that have become uncollectible.

Beginning January 1, 2023 (see "Newly Adopted Accounting Guidance – Allowance for Credit Losses" section of this Note 1), at each balance sheet date, the Company recognizes an expected allowance for credit losses. In addition, also at each reporting date, this estimate is updated to reflect any changes in credit risk since the receivable was initially recorded. This estimate is calculated on a pooled basis where similar risk characteristics exist. Accounts receivable are evaluated individually when they do not share similar risk characteristics with the pools.

Also beginning January 1, 2023, the allowance estimate is derived from a review of the Company's historical losses based on the aging of receivables. This estimate is adjusted for management's assessment of current conditions, reasonable and supportable forecasts regarding future events, and any other factors deemed relevant by the Company. The Company believes historical loss information is a reasonable starting point in which to calculate the expected allowance for credit losses as the Company's portfolio segment has remained constant for many years.

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Allowance for Credit Losses (Continued)

The Company writes off receivables when there is information that indicates the debtor is facing significant financial difficulty and there is no possibility of recovery. If any recoveries are made from accounts previously written off, they will be recognized in income in the year of recovery. The total amount of write-offs was immaterial to the financial statements for the years ended December 31, 2023, 2022 and 2021

Advertising Costs

Advertising costs are expensed as incurred and are included in operating expenses. Such costs aggregated to \$943,465, \$843,053 and \$866,249 for the years ended December 31, 2023, 2022 and 2021, respectively.

Recently Issued Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board ("FASB") issued ASU No. 2016-02, "Leases (Topic 842)" and subsequent amendments, which replaced previous lease accounting guidance in GAAP and requires lessees to recognize right-of-use assets and corresponding lease liabilities on the consolidated balance sheets for all in-scope leases with a term of greater than 12 months and require disclosure of certain quantitative and qualitative information pertaining to an entity's leasing arrangements. The Company adopted the requirements of the standard on January 1, 2022, using the optional modified retrospective transition method provided by accounting pronouncement, ASU No. 2018-11, "Leases (Topic 842): Targeted Improvements."

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Recently Issued Accounting Pronouncements (Continued)

ASU 2018-11 allows entities to initially apply ASU 2016-02 at the adoption date and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. Consequently, the Company's reporting for comparative prior periods presented in the year of adoption will continue to be in accordance with ASC 840, "Leases (Topic 840)" ("ASC 840"). The Company elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, permitted the Company to carry forward the historical lease classification for leases that commenced before the effective date of the new standard. The Company elected to not separate non-lease components from lease components for all classes of underlying assets. The Company did not elect the hindsight practical expedient, which permits the use of hindsight when determining lease term and impairment of right-of-use assets. Adoption of the standard resulted in the recognition of lease right-of-use assets of \$465,787 and lease liabilities of \$465,787 as of January 1, 2022. The adoption of the standard did not have a material impact on the Company's consolidated statements of operations or consolidated statements of cash flows. Refer to "Note 10 - Leases" for additional information related to the Company's accounting for leases.

In June 2014, the FASB issued ASU 2016-13 (FASB ASC 326 Financial Instruments – Credit Losses) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the company that are subject to the guidance in FASB ASC 326 were trade accounts receivable. The Company adopted the standard effective January 1, 2023. The impact of the adoption was not considered material to the financial statements and primarily resulted in additional disclosures only.

Marketable Securities

Marketable equity securities are reported at fair value based on quoted market prices. The changes in unrealized gains and losses are recorded on the consolidated statement of income. The fair value of securities held totaled \$4,372,783 as of December 31, 2023 and \$3,657,280 and \$4,427,000 as of December 31, 2022 and December 31, 2021 respectively.

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Marketable Securities (Continued)

On December 31, 2023 an adjustment of \$567,283 was made to reflect the increase of the cumulative aggregate fair value. As of December 31, 2022, and 2021 adjustments of \$530,553 and \$487,814 were made to reflect the decrease of the cumulative aggregate fair value, respectively.

The cost of marketable securities sold is determined on the specific identification method resulting in a loss of \$4,291, \$260,495 and \$6,802 and for the years ended December 31, 2023, 2022, and 2021, respectively.

Inventory

Inventory is stated at the lower-of-cost or net realizable value using the First-In-First-Out inventory method, and consists of equipment and supplies.

Property and Equipment

Property and equipment are recorded at cost. Expenditures for maintenance and repairs are expensed as incurred. Major improvements which increase the estimated useful life of an asset are capitalized. Upon the sale or retirement of assets, recorded cost and related accumulated depreciation are reduced from the accounts, and any gain or loss on disposal is reflected in operations.

Depreciation is provided on the straight-line method over the estimated useful lives of the assets, as follows:

Buildings – 39 years  
Machinery and Equipment – 5 years  
Building Improvements – 5-39 years  
Leasehold Improvements – 40 months  
Vehicles – 5-20 years

For the years ended December 31, 2023, 2022 and 2021 depreciation expense was \$371,651, \$430,989 and \$362,844, respectively.

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Income Taxes

On March 1, 1995, the Company, elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company is not subject to Federal income taxes as well as State income taxes in the majority of the states. Accordingly, the stockholders are required to report their share of income or loss on their individual income tax returns. The Company is subject to income taxes in certain states.

The Company made an election to treat 61 Executive Boulevard Corp as a qualified Subchapter S Subsidiary effective as of October 30, 2002. The subsidiary acquired a facility for its main headquarters in Farmingdale, New York on November 21, 2002.

Sea Deuce, Inc. is taxable as a C Corporation.

The non-US subsidiaries of the Company are subject to income taxation in their respective jurisdictions. For US income tax purposes, the Company has elected to include its share of the income or loss of each non-US subsidiary in its US taxable income or loss, which is, in turn, reported by the stockholders in their share of income or loss on their individual income tax returns.

Tax Uncertainties

The Company policy is to record interest and penalties as part of the operating expenses. For the years ended, December 31, 2023, 2022, 2021, no interest and penalties were recorded. The Company's federal and state income tax returns are open for examination for the years 2019 through 2023.

NOTE 2- PROPERTY AND EQUIPMENT

	DECEMBER 31, <u>2023</u>	DECEMBER 31, <u>2022</u>	DECEMBER 31, <u>2021</u>
Machinery and Equipment	\$ 357,508	\$ 331,051	\$ 314,390
Motor Vehicles	3,189,646	3,161,699	2,890,732
Building	2,975,000	2,975,000	2,975,000
Land	525,000	525,000	525,000
Building Improvements	1,371,736	1,371,735	1,261,233
	<hr/> 8,418,890	<hr/> 8,364,485	<hr/> 7,966,355
Less: Accumulated Depreciation	4,013,468	3,641,816	3,210,827
	<hr/> \$ 4,405,422	<hr/> \$ 4,722,669	<hr/> \$ 4,755,528

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NOTE 3 - LOANS AND ADVANCES RECEIVABLE

Loans and Advances Receivable consist primarily of loans and nominal advances to employees and other related parties. The loans are unsecured, due on demand, have no stated terms of repayment, and do not bear interest. The Company wrote off a loan of \$38,000 during the year ended December 31, 2021.

NOTE 4 - ACCRUED EXPENSES

Accrued expenses consist of payroll, commissions, binders, profit sharing, payroll, deferrals, affiliated company loans and income taxes payable.

NOTE 5 - LINE OF CREDIT

As of December 31, 2022, the Company has a \$2,000,000 bank line of credit. The line bears interest at a 2.93% per annum. The Line of Credit is collateralized by the property located at 61 Executive Boulevard, Farmingdale, NY 11735. The line of credit expires in November 2024 and it is management's intention to renew the facility. The Company is in compliance with certain financial covenants imposed by the line of credit agreement. At December 31, 2023 and 2022, there is no outstanding balance.

NOTE 6 - LONG TERM DEBT

	DECEMBER 31, <u>2023</u>	DECEMBER 31, <u>2022</u>	DECEMBER 31, <u>2021</u>
Mortgage and Term Notes Payable:			
JP Morgan Chase Bank	\$ -	\$ -	\$ 800,554
Less: Current Portion	-	-	407,697
Total Non-current Portion	\$ -	\$ -	\$ 392,857

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NOTE 6 - LONG TERM DEBT (CONTINUED)

Long Term Debt consisted of a Mortgage Note Payable secured by land and building of the Company headquarters located in Farmingdale, NY, purchased on November 21, 2002. The Mortgage Note Payable was refinanced on December 28, 2012 in the amount of \$2,200,000 and bore interest at a fixed rate of 2.93% with a term of ten years. This replaced the old Mortgage Notes Payable that were due on November 21, 2012, in the amount of \$2,625,000 bearing interest at a fixed rate of 6.4% for ten years with a term of fifteen years. The Mortgage Notes Payable agreement contained, among other provisions, certain restrictive covenants including maintenance of certain prescribed Debt Service Coverage ratios. The Company was deemed to be in non-compliance with certain covenants contained in the agreement for the year ended December 31, 2021. In order to avoid future non-compliance with the covenants contained in the agreement, the Company received waivers from the bank on the Mortgage Notes Payable agreement for the year ended December 31, 2021, to revise certain covenants and terms and conditions. The mortgage note was collateralized by the property located at 61 Executive Boulevard, Farmingdale, NY 11735.

In 2022, the Company accelerated payments and repaid to fully satisfy the Mortgage Note Payable.

In June 1, 2018 the Company entered into a term note payable to JP Morgan Chase Bank in the original principal amount of \$1,100,000 secured by a Company CD account in the amount of \$1,108,908. On November 30, 2021 the bank reduced the CD collateralized amount by the Company to \$250,000. This term note bore interest at a variable rate equal to the 30-day LIBOR rate plus 1.25%, and required monthly principal payments of \$13,095 and matured originally on June 1, 2023. The unamortized balance of deferred financing cost of \$2,637 is shown as a reduction to the mortgage liability for December 31, 2021. The amounts were amortized over the 10-year term of the mortgage. Accumulated amortization for the years ended December 31, 2022 and 2021 was \$26,309, \$23,672, respectively. Amortization expense of \$2,637, \$2631, for the years ended December 31, 2022 and 2021, respectively was included as a component of interest expense.

In 2022, the Company accelerated payments and repaid to fully satisfy the term note.

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NOTE 7 - DEFINED CONTRIBUTION PLAN

The Company maintains a 401(K)-profit sharing plan under which most full time and a few part-time United States employees become participants following ninety days of employment with the Company. All plan participants have the option of deferring a percentage of their annual Salary, subject to IRS limitations. The Company has elected to match each employee's contribution up to 3 1/2% of the employee's salary up to a maximum of \$3,675 per year per employee. All foreign employees are covered under government related pension programs. Company contributions were \$210,616 for the year ended December 31, 2023, \$196,389 in the year ended December 31, 2022, \$200,716 in the year ended December 31, 2021

NOTE 8 - TRANSACTIONS WITH AFFILIATES

The Company reimburses and receives reimbursements from affiliates, for certain operating expenses, including payroll and other administrative expenses. There were expenses of \$30,000, \$14,500 and \$12,500 for the years ending December 31, 2023, 2022 and 2021, respectively.

NOTE 9 - LITIGATION

From time to time, the Company is involved in litigation, most of which is incidental and normal to its business. In the opinion of Company counsel, no litigation to which the Company currently is a party is likely to have a material adverse effect on the Company's results of operations, financial condition or cash flows.

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NOTE 10 - LEASES

The Company's leases primarily consist of leases for its office space. The Company determines if an arrangement is a lease at inception by evaluating whether the arrangement conveys the right to use an identified asset and whether the Company obtains substantially all of the economic benefits from and has the ability to direct the use of the asset. Leases with an initial term of 12 months or less are not recorded on the consolidated balance sheets; the Company recognizes expense for these leases on a straight-line basis over the lease term. For leases with an initial term in excess of 12 months, lease right-of-use assets and lease liabilities are recognized based on the present value of the future lease payments over the committed lease term at the lease commencement date. The Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rate and the information available at the lease commencement date in determining the present value of future lease payments. Most leases include one or more options to renew and the exercise of renewal options is at the Company's sole discretion. The Company does not include renewal options in its determination of the lease term unless the renewals are deemed to be reasonably certain at lease commencement. Operating lease expense for lease payments is recognized on a straight-line basis over the lease term. Lease right-of-use assets are periodically reviewed for impairment losses. The Company uses the long-lived assets impairment guidance in ASC Subtopic 360-10, "Property, Plant, and Equipment - Overall," to determine whether a right-of-use asset is impaired, and if so, the amount of the impairment loss to recognize.

The Company has lease agreements with lease and non-lease components, which the Company elects to combine as one lease component for all classes of underlying assets. Non-lease components include variable costs based on actual costs incurred by the lessor related to the payment of real estate taxes, common area maintenance, and

The lease cost for leases that were recognized in the accompanying consolidated statement of operations for the years ended December 31 are as follows:

	<u>2023</u>	<u>2022</u>
Operating Lease costs	<u>\$223,172</u>	<u>\$ 190,734</u>
Total operating lease costs	<u>\$223,172</u>	<u>\$ 190,734</u>

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NOTE 10 – LEASES (CONTINUED)

As of December 31, 2023, maturities of lease liabilities were as follows:

	2024	164,858
	2025	126,851
	2026	92,311
	2027	17,272
	2028	4,898
Total undiscounted lease payments		\$406,190
Less interest		21,822
Present Value of lease liabilities		\$384,368

Rent expense was \$223,172 for the year ended December 31, 2023 and \$190,734 and \$219,694 for the years ended December 31, 2022 and December 31, 2021, respectively.

Information regarding the weighted-average remaining lease term and the weighted-average discount rate for leases as of December 31, 2023 and 2022, included a weighted-average remaining lease term of 2.2 and 3.4 years for operating leases and a weighted-average discount rate of 2% for operating leases.

The following represents other information pertaining to the Company's lease arrangements for the transition.

Lease assets obtained in exchange for amounts included in the measurement of lease

	<u>2023</u>	<u>2022</u>
Liabilities:	\$235,990	\$ 465,787
Cash paid for amounts included in the measurement of Lease liabilities:	\$223,172	\$ 190,734

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NOTE 11 – ACCUMULATED OTHER COMPREHENSIVE (LOSS)

	<u>Foreign Currency Translations Adjustments</u>
Ending balance - December 31, 2020:	\$ (1,014,621)
Other comprehensive loss	<u>(181,360)</u>
Ending balance - December 31, 2021:	(1,195,981)
Other comprehensive loss	<u>(240,118)</u>
Ending balance - December 31, 2022:	(1,436,099)
Other comprehensive loss	<u>(143,729)</u>
Ending balance - December 31, 2023:	<u>\$ (1,579,828)</u>

NOTE 12 – FAIR VALUE

Financial Accounting Standards Board (FASB) ASC Topic 820, Fair Value Measurements and Disclosures, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

The Company adopted changes made by Accounting Standards Update (ASU) 2011-04, Fair Value Measurement (Topic 820) Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRS, which expands the disclosures required for fair value accounting and clarifies the measurement of fair value when used in valuing certain assets and liabilities.

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NOTE 12– FAIR VALUE (CONTINUED)

Fair value measurements are segregated into those that are recurring and nonrecurring. Recurring fair value measurements of assets and liabilities of those that are required or permitted in the statement of financial position at the end of each reporting period related to assets such as trading securities, securities available for sale and private venture-capital equity investments.

Nonrecurring fair value measurements of assets and liabilities are required or permitted in the statement of financial position in particular circumstances such as when the Company measures long-lived assets and goodwill for impairment, or assets and liabilities of the business combination recorded at the fair value at the acquisition date.

The three levels of inputs in the fair value hierarchy are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Company has the ability to access.

Level 2: Inputs to the valuation methodology include: a) quoted prices for similar assets or liabilities in active markets, b) quoted prices for similar assets or liabilities exchanged in active or inactive markets or quoted prices for identical assets or liabilities exchanged in inactive markets, c) inputs other than quoted prices that are observable for the asset or liability, and d) inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

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NOTE 12– FAIR VALUE (CONTINUED)

	Total Carrying Amount	Fair Value Estimate	Assets or Liabilities Measured at Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)
Fair Value Measurement at December 31, 2023 Using				
Description:				
Equity securities	<u>\$4,372,783</u>	<u>\$4,372,783</u>	<u>\$4,372,783</u>	<u>\$4,372,783</u>
Total trading securities	<u>\$4,372,783</u>	<u>\$4,372,783</u>	<u>\$4,372,783</u>	<u>\$4,372,783</u>
Fair Value Measurement at December 31, 2022 Using				
Description:				
Equity securities	<u>\$3,657,280</u>	<u>\$3,657,280</u>	<u>\$3,657,280</u>	<u>\$3,657,280</u>
Total trading securities	<u>\$3,657,280</u>	<u>\$3,657,280</u>	<u>\$3,657,280</u>	<u>\$3,657,280</u>
Fair Value Measurement at December 31, 2021 Using				
Description:				
Equity securities	<u>\$4,427,000</u>	<u>\$4,427,000</u>	<u>\$4,427,000</u>	<u>\$4,427,000</u>
Total trading securities	<u>\$4,427,000</u>	<u>\$4,427,000</u>	<u>\$4,427,000</u>	<u>\$4,427,000</u>
Fair Value Measurement at December 31, 2020 Using				
Description:				
Equity securities	<u>\$4,127,566</u>	<u>\$4,127,566</u>	<u>\$4,127,566</u>	<u>\$4,127,566</u>
Total trading securities	<u>\$4,127,566</u>	<u>\$4,127,566</u>	<u>\$4,127,566</u>	<u>\$4,127,566</u>

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NOTE 13 - COVID -19 PANDEMIC, COVID RELEIF AND PAYCHECK PROTECTION PROGRAM LOAN

In December 2019, the COVID-19 disease was reported and in January 2020, the World Health Organization (“WHO”) declared it a Public Health Emergency of International Concern. On February 28, 2020, the WHO raised its assessment of the COVID-19 threat from high to very high at a global level due to the continued increase in the number of cases and affected countries, and on March 11, 2020, the WHO characterized COVID-19 as a pandemic. The COVID-19 pandemic negatively impacted the Company’s franchise revenues during the second quarter of 2020 due to temporary store closures in certain markets as well as changes in operating procedures and store hours resulting from actions taken to increase social distancing across the Company’s franchise markets. In the third and fourth quarters of 2020, these negative impacts lessened due to the reopening and resumption of normal store hours at a majority of the Company’s franchised stores that had been temporarily closed for portions of the second quarter. The Company made certain investments during the COVID-19 pandemic related to safety and cleaning equipment and support for the Company’s franchisees and their communities. The Company is closely monitoring the impact of the pandemic on all aspects of its business and is unable at this time to predict the continued impact that COVID-19 will have on its business, financial position and operating results in future periods due to numerous uncertainties.

Governments in various countries in which the Company operates provided various financial assistance to the Company because of economic damage caused by COVID-19. In non-US jurisdictions, the Company received various grants totaling \$10,694 under these programs for the years ended December 31, 2021. The United States government instituted the Paycheck Protection Program (PPP) under the Coronavirus Aid Relief and Economic Security Act (“CARES Act”) which provides for loans to qualifying businesses for amounts up to 2.5 times certain average monthly payroll expenses of the qualifying business. The loan and accrued interest, or a portion thereof, may be forgiven after 24 weeks so long as the borrower uses the loan proceeds for eligible purposes including payroll, benefits, rent, mortgage interest and utilities, and maintains its payroll levels, as defined by the PPP. At least 60% of the amount forgiven must be attributable to payroll costs, as defined by the PPP.

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NOTE 13 - COVID -19 PANDEMIC, COVID RELEIF AND PAYCHECK PROTECTION PROGRAM LOAN (CONTINUED)

In 2020, the Company was granted a loan from Chase in the aggregate if \$1,675,000, pursuant to PPP. In 2021, the company applied and received loan forgiveness from the Small Business Administration based on expenses incurred during 2020.

If such loan had not been forgiven, under the terms of the PPP loan, the loan would have matured five years from the date of the first disbursement of proceeds to the Company and accrued interest at a fixed rate of 1%. Payments are deferred for at least the first six months and payable in 54 equal consecutive monthly installments of principal and interest commencing upon expiration of the deferral period of the PPP loan date.

U.S. GAAP does not contain authoritative accounting standards for forgivable loans provided by governmental entities to a for-profit entity. Absent authoritative accounting standards, interpretative guidance issued and commonly applied by financial statement preparers allows for the selection of accounting policies among acceptable alternatives. Based on facts and circumstances outlined below, the Company determined it most appropriate to account for the PPP loan proceeds as an in-substance government grant by analogy to International Accounting Standards 20 ("IAS 20"), Accounting for Government Grants and Disclosure of Government Assistance. Under the provisions of IAS 20, "a forgivable loan from the government is treated as a government grant when there is reasonable assurance that the entity will meet the terms for forgiveness of the loan." IAS 20 does not define "reasonable assurance", however, based on certain interpretations, it is analogous to "probable" as defined in FASB ASC 450-20-20 under U.S. GAAP, which is the definition the Company has applied to its expectations of PPP loan forgiveness. Under IAS 20, government grants are recognized in earnings on a systematic basis over the periods in which the Company recognizes costs for which the grant is intended to compensate (i.e. qualified expenses). Further, IAS 20 permits for the recognition in earnings either separately under a general heading such as other income, or as a reduction of the related expenses. The Company has elected to recognize government grant income separately within other income to present a more clear distinction in its financial statements between its operating income and the amount of net income resulting from the PPP loan and subsequent expected forgiveness. The Company believes this presentation method promotes greater comparability among all period presented.

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NOTE 13 - COVID -19 PANDEMIC, COVID RELEIF AND PAYCHECK PROTECTION  
PROGRAM LOAN (CONTINUED)

As a result of this accounting policy the Company has recognized the entire \$1,675,000 PPP proceeds as other income in the income statements for the year ended December 31, 2020. It is included in the line item "Government Grants – Paycheck Protection Program and Covid Relief" along with the \$10,594 non-US Coved relief for a total of \$10,594 for the year ended December 31, 2021. For statement of cash flow purposes of this cash has been classified as a financing activity.

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**Exhibit H to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

**List of Current Franchisees**

**ACTIVE FRANCHISEES  
AS OF DECEMBER 31, 2023**

NAME	STREET	CITY	STATE	ZIP CODE	PHONE
LAMPRECHT, JEFFREY, & KUM	237 N. ORCA ST.	ANCHORAGE	AK	99501	907-561-2679
DUNWOODY, JONATHAN B.	3303 GOVERNORS DRIVE SW, SUITE 1	HUNTSVILLE	AL	35805	256-859-6161
RICHARD.SON, HAROLD & MARTI	893 LAGOON COMMERCIAL BLVD.	MONTGOMERY	AL	36117	334-277-5588
DEAN, JAMES & KELLEY	2659 PELHAM PARKWAY	PELHAM	AL	35124	205-621-2722
DAVIS, DOUGLAS L., HESTERMAN, JEFFREY A. & LEE, TOMMY R.	2042 HWY 14 EAST	PRATTVILLE	AL	36066	334-358-6906
AMOS, RONALD DALE & VIRGINIA RUTH COLLINS	3202 S. THOMPSON ST.	SPRINGDALE	AR	72764	479-361-3581
BROOKMYER, JOEL & DONNA	973 EAST COTTONWOOD LANE, SUITE 105	CASA GRANDE	AZ	85122	520-876-4607
RILEY, ZANE & RILEY, JASON	460 E. WARNER RD., SUITE 1	CHANDLER	AZ	85225	480-963-1616
RILEY, HAILEY C. & JASON T.	4340 W. CHANDLER BLVD., SUITE 2	CHANDLER	AZ	85226	480-893-0970
HANSEN, GLENN W. & TRACIE L.	1300 S. MILTON RD., SUITE 117	FLAGSTAFF	AZ	86001	928-773-1105
RINDFLEISCH, DAVID S.	1140 N GILBERT RD., SUITE 104	GILBERT	AZ	85234	480-507-8255
WEISS, ANTON J. & DEVIN C.	218 WEST HAMPTON AVE., UNIT 13	MESA	AZ	85210	480-969-4888
AZCONA, DAVID & HYDE, ERIC A.	7205 E. SOUTHERN AVE. #113	MESA	AZ	85209	480-325-9100
MCPHETRES, JAMES & EARICK, TIMOTHY	9299 WEST OLIVE AVE., SUITE 401	PEORIA	AZ	85345	602-944-7163
AVERS, ANGELA M.	2432 WEST PEORIA AVE., SUITE 1023	PHOENIX	AZ	85029	602-482-0470
CROWE, BRIAN & JAQUEZ, MARIBEL	22375 S. SCOTLAND CT., SUITE 103	QUEEN CREEK	AZ	85142	480-457-1668
CODINGTON, MICHAEL DAMON & LIN, MEI L.	14525 N. 79TH ST., SUITE E	SCOTTSDALE	AZ	85260	480-946-1708
CORE, CODY & ASHLEY	4461 S. WHITE MOUNTAIN RD., SUITE D2	SHOW LOW	AZ	85901	928-892-5513
CODINGTON, MICHAEL DAMON & LIN, MEI L.	2330 WEST UNIVERSITY DRIVE, SUITE 1	TEMPE	AZ	85281	480-831-5999
O'NEIL, BRIAN C. & KRIS	1600 S. ANAHEIM BLVD., SUITE D	ANAHEIM	CA	92805	714-400-3111
BARNES, MARK & LINDSAY	4500 EASTON DRIVE	BAKERSFIELD	CA	93309	661-323-7757
FASSETT, FREDERICK	1101 FIFTH ST.	BERKELEY	CA	94710	510-540-7113
KYLE, GUY	273 VIKING AVE.	BREA	CA	92821	714-529-9022
CHAVEZ, FRANK J. & CHAVEZ, ANDREW F.	1115 N. HOLLYWOOD WAY	BURBANK	CA	91505	818-846-0247
SIROTA, JEFFREY ALAN & OLGA LIDIA	5931 SEA LION PLACE, #106	CARLSBAD	CA	92010	760-438-9556
CASAS, ROGER & BLANCO, ELIZABETH	20630 SOUTH LEAPWOOD AVE., UNIT A	CARSON	CA	90745	310-513-0822
RUIZ, ROGER	13641 CENTRAL AVE., SUITE O	CHINO	CA	91710	909-465-5550
CHUA, ALEX G. & LILI T.	925 HALE PLACE, SUITE B11	CHULA VISTA	CA	91914	619-500-5550
FANUCCHI, MARTY & NANCY	657 SHAW AVE.	CLOVIS	CA	93612	559-299-2568
HILL, WILL & THOMPSON, ALYSSA	5051 COMMERCIAL CIRCLE, SUITE A	CONCORD	CA	94520	925-363-9667
NEL, ANDRE & NEL, LUCINDA	2930 COLLEGE AVE., UNIT C	COSTA MESA	CA	92626	714-662-1000
ARAYAMA, MITSUHIRO & ARAYAMA, SIMON	24721 LA PLAZA	DANA POINT	CA	92629	949-240-2760
CASTRO, MANUEL	7832 FLORENCE AVE.	DOWNEY	CA	90240	562-776-8888
PALSA, KRISTINE	6735 SIERRA CT., SUITE C	DUBLIN	CA	94568	925-833-9400
ROSADO-MACHAIN, JULIAN	2262 FLETCHER PARKWAY	EL CAJON	CA	92020	619-588-2206
ORTIZ, MARC, MADELINE & FAITH	1539 ENCINITAS BLVD.	ENCINITAS	CA	92024	760-634-5349
MILLER, SEAN ALEXANDER & MILLER, EDWIN ROLLAND	1305 SIMPSON WAY, SUITE H	ESCONDIDO	CA	92029	760-746-8600
PATEL, ARTIE M. & CHOU, SAMUEL	3130 OSGOOD CT.	FREMONT	CA	94539	510-656-2551
WESTLAKE, WILLIAM & ROSSINI	1111 W. ORANGE THORPE AVE.	FULLERTON	CA	92833	657-577-9116
HSU, TINGYUNG & RAMIREZ, JOSE JUAN	16829 S. WESTERN AVE.	GARDENA	CA	90247	310-719-7377
POON, WILFRED & MONIQUE	446 S. CENTRAL AVE.	GLENDALE	CA	91204	818-500-1620
HLEBAKOS, DANIEL	22523 2ND ST.	HAYWARD	CA	94541	510-581-8113
JEREB, JOSEPH M.	6501 SUNSET BLVD.	HOLLYWOOD	CA	90028	323-461-1222
STRAIN, SAMUEL P. & CHARLOTTE M.	16582 GOTHARD., UNIT P	HUNTINGTON BEACH	CA	92647	714-202-0247
MATSUMOTO, FRANK	18 TECHNOLOGY DRIVE, SUITE 171	IRVINE	CA	92618	949-727-1711
SHARMA, RASHMI A. & SHARMA, SHIVANI A.	7871 VALLEY VIEW ST.	LA PALMA	CA	90623	714-739-4110
PALSA, RONALD & PALSA, SUITE VE F.	3289 MOUNT DIABLO BLVD.	LAFAYETTE	CA	94549	925-945-6006
PRING, PRIESTLEY & GORCZNSKI, MARISA	23024 LAKE FOREST DRIVE, SUITE 1	LAGUNA HILLS	CA	92654	949-586-3800
SOLEIMANY, ALI	24051 SHELLEY RD.	LAGUNA NIGUEL	CA	92677	949-831-8211
BLACKBURN, JAMES	25 SPECTRUM POINTE DRIVE, SUITE 402	LAKE FOREST	CA	92630	949-716-7711
CASTORENA, PETER	331 EAST AVE. K-4	LANCASTER	CA	93535	661-945-5916
KOTEI, KOTE A.	540 EAST BROADWAY	LONG BEACH	CA	90802	562-436-8500
MORRISSEY, MIKE & MICKEY	5480 KATTELLA AVE., SUITE 200	LOS ALAMITOS	CA	90720	562-598-0039
GOODMAN, ALAN & WALD, CRAIG	2818 S. ROBERTSON BLVD.	LOS ANGELES	CA	90034	310-558-4752
MIRANDA, ALBERT, MAIDA & JOSHUA	3090 M ST., SUITE #8	MERCED	CA	95348	209-626-5288
NAVA, CHRISTOPHER L.	909 S. GREENWOOD AVE., SUITE D	MONTEBELLO	CA	90640	323-726-2484
SLOAN, CORY	201 FOAM ST.	MONTEREY	CA	93940	831-373-1822
GOLI, VIVEK REDDY & YASA, HARIKA	16060 CAPUTO DRIVE, SUITE 100	MORGAN HILL	CA	95037	408-778-1311
PASSANISI, DOMINIC	922 SAN LEANDRO, SUITE B	MOUNTAIN VIEW	CA	94043	650-965-3600
KRIEGER, DONALD & SUSAN & KRIEGER, LEIGH	2407 CALIFORNIA BLVD., SUITE #2	NAPA	CA	94558	707-257-6260
KILIC, HAKTAN YASAR	4000 BIRCH ST., SUITE 102	NEWPORT BEACH	CA	92660	949-851-5000
BALUCH, WALEED	19705 NORDOFF ST., FLOOR 1	NORTHRIDGE	CA	91324	818-341-1003
TYDUS, SEDRICK & WILLIAMS, JAIN	2633 TELEGRAPH AVE., SUITE 103	OAKLAND	CA	94612	510-420-8956
KRIPPNER, EVAN	4065 OCEANSIDE BLVD., SUITE D	OCEANSIDE	CA	92056	760-295-2959

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**ACTIVE FRANCHISEES  
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LORENZO, MARIA LUCIANA	211 WEST KATELLA AVE., SUITE E	ORANGE	CA	92867	714-602-7728
WINSLOW, SHERRI	73-660 HIGHWAY 111	PALM DESERT	CA	92260	760-340-4299
HAGHVERDI, ARMEN	14675 TITUS ST.	PANORAMA CITY	CA	91402	818-891-8282
MADDALENA, MICHAEL	139 LAKEVILLE ST.	PETALUMA	CA	94952	707-763-4188
HUSSAIN, SADIQ	310 EAST ORANGETHORPE, SUITE L	PLACENTIA	CA	92870	714-577-5731
TERRAZAS, PHILLIP	415 PLACERVILLE DRIVE, SUITE A	PLACERVILLE	CA	95667	530-621-1650
REA, ANTONIO JOSEPH	1905 CONTRA COSTA BLVD.	PLEASANT HILL	CA	94523	925-256-6444
ATTARHA, REZA & FARINAZ	1257 QUARRY LANE, SUITE 110	PLEASANTON	CA	94566	925-484-2657
SILES, OSCAR HENRY	12528 KIRKHAM CT., SUITE 5	POWAY	CA	92064	858-271-7315
BROWN, KEVIN & BROWN, MARIBEL	10844 EDISON CT.	RANCHO CUCAMONGA	CA	91730	909-483-0688
CLARK, STEVEN G.	2920 INNSBRUCK DRIVE	REDDING	CA	96003	530-221-0400
FROST, JAMES L.	2633 MANHATTAN BEACH BLVD.	REDONDO BEACH	CA	90278	310-321-7144
ZEIDMAN, JOSHUA	3505 MADISON ST., SUITE B	RIVERSIDE	CA	92504	951-351-1754
BELTRAN, DINO, BELTRAN, DARIN, MORENO, RAFAEL & JAMES, RACHEL	538 MARTIN ST., SUITE C	ROHNERT PARK	CA	94928	707-521-9810
KELLEHER, SCOTT & MELISSA	538 MARTIN ST., SUITE C	ROHNERT PARK	CA	94928	707-521-9810
SCHUMACHER, DOUGLAS & SHELLY	1310 BLUE OAKS BLVD., SUITE 100	ROSEVILLE	CA	95678	916-773-3400
KHAN, MEHMOOD & KHAN, AHMAD	930 ALHAMBRA BLVD., UNIT 80	SACRAMENTO	CA	95816	916-737-5631
LEE, JOSEPH & STELLA	1352 CAMINO REAL, SUITE 200	SAN BERNARDINO	CA	92408	909-888-2994
ARDENT, JOSEPH	927 CALLE NEGOCIO, SUITE A	SAN CLEMENTE	CA	92673	949-492-9665
CLEMENTE, MARCUS VINICIUS COSTA & BERTONI, ELAINE	4683 MERCURY ST. #A	SAN DIEGO	CA	92111	858-836-1113
OSOWIECKI, SAMUEL & FELDMAN, MIRIAM & RISI, MATTEO AUGUSTO	7525 METROPOLITAN DRIVE, SUITE 303	SAN DIEGO	CA	92108	619-295-8070
AGRAWAL, VINOD & ANJU	12265 WORLD TRADE DRIVE, SUITE B	SAN DIEGO	CA	92128	858-487-7010
MOORE, CURTIS TYLER	3545 MIDWAY DRIVE, SUITE A	SAN DIEGO	CA	92110	619-222-1519
PEEBLES, SHAUN C. & SARAH	10951 SORRENTO VALLEY RD., SUITE 1-F	SAN DIEGO	CA	92121	858-455-6408
SILES, OSCAR HENRY	1403 SIXTH AVE.	SAN DIEGO	CA	92101	619-696-3422
SHERWOOD, WAYNE	496 9TH ST.	SAN FRANCISCO	CA	94103	415-433-0800
UBHAYAKER, VIJAY & PACHPANDE, SANJAY	958 BLOSSOM HILL	SAN JOSE	CA	95123	408-629-7770
CHAU, CLEMENT & ISSERLIS, BEN	14278 E. 14TH ST., UNIT C	SAN LEANDRO	CA	94578	
PASSANISI, DOMINIC & ARLENE	121 SOUTH BAYSHORE BLVD.	SAN MATEO	CA	94401	650-377-0700
ELLISON, CHRISTOPHER COATES & MARY ANN	1003 3RD. ST.	SAN RAFAEL	CA	94901	415-453-4548
KAUR, AMANDEEP & SEKHON, KIRANDEEP	2580 SAN RAMON VALLEY BLVD., SUITE B110	SAN RAMON	CA	94583	925-415-3090
SHAH, MALUNI & BIJAL	2236 SOUTH GRAND AVE.	SANTA ANA	CA	92705	714-241-0700
GALKINA, ELENA & GALKIN, VLADISLAV	2065 MARTIN AVE., UNIT 109	SANTA CLARA	CA	95050	408-855-8727
GALLEGOS, GREGORY R.	112 COMMERCIAL CT., #4	SANTA ROSA	CA	95407	707-578-6004
MA, HONG I.	2157 TAPO ST.	SIMI VALLEY	CA	93063	805-527-0060
DOUMA, PETER AND CATHY	7305 PACIFIC AVE.	STOCKTON	CA	95207	209-467-7560
NGUYEN, MICHAEL & HOANG, VI	30643 TEMECULA PARKWAY, SUITE B	TEMECULA	CA	92592	951-695-0106
SINGH, INDERPREET & BASRA, RAJVINDER	2886 E. THOUSAND OAKS BLVD.	THOUSAND OAKS	CA	91362	805-870-4505
OCHOA, RAYMOND R.	2281 WEST 205TH ST., UNIT 105	TORRANCE	CA	90501	310-802-2094
KOTLA, KANOJ & AMBARAM, BRINDA	3116 PACIFIC COAST HIGHWAY	TORRANCE	CA	90505	310-325-5271
MOORE, JAMES & DORIS	2600 WALNUT AVE., SUITE H	TUSTIN	CA	92780	714-838-5200
IMAH, KEN & RITA	771 EAST MONTE VISTA AVE.	VACAVILLE	CA	95688	707-685-9493
SALVADORI, GARY, JUDI & MARC	812 TENNESSEE ST.	VALLEJO	CA	94590	707-647-1000
BEDROSSIAN, ARMEN & LALA	5224 LAUREL CANYON BLVD.	VALLEY VILLAGE	CA	91607	818-762-7501
PACE, EMY, ORTIZ, BENJAMIN CARDENAS, RODRIGUEZ, JOSE ESTRADA	4255 E. MAIN ST., SUITE 16	VENTURA	CA	93003	805-765-4452
SOLIMAN, ATTA	355 S. LEMON AVE., SUITE K	WALNUT	CA	91789	909-413-4522
SIMCOX, CHERYL	2789-B DEL MONTE ST.	WEST SACRAMENTO	CA	95691	916-442-9900
SANDERS, CRAIG L. & GARTH S.	20648 VENTURA BLVD.	WOODLAND HILLS	CA	91364	818-348-2300
CAMERON, DWAYNE T.	5612 YUKON ST.	ARVADA	CO	80002	303-940-9779
OVERST, DARIN L. & ANNE K	14190 EAST JEWELL AVE., SUITE 1	AURORA	CO	80012	303-751-5007
SAWICKI, GEORGE	1644 CONESTOGA ST., SUITE 4	BOULDER	CO	80301	303-449-2997
EISENACH, DAVID	260 NORTH MAIN ST., TIARA PRINTING	BRIGHTON	CO	80601	303-654-1700
ANDERSON, GREGORY LEE & MARY ELIZABETH	1263 PARK ST., SUITE B	CASTLE ROCK	CO	80109	303-688-5692
KOCH, KENNETH & RITCHEE, LAURIE	3929 EAST ARAPAHOE RD., UNIT #210	CENTENNIAL	CO	80122	303-744-6100
KNAUS, FRED & KATHY	7388 S. REVERE PARKWAY, UNIT 802	CENTENNIAL	CO	80112	303-790-2121
ALVAREZ, RAMON CARO & ALANA ROCHELLE	6870 N. ACADEMY BLVD.	COLORADO SPRINGS	CO	80918	719-638-2920
CORRAL, ABEL & CHRISTINE	4725 PARIS ST., SUITE 200	DENVER	CO	80239	720-750-7962
LORMAN, TIMOTHY	1004 SOUTH JASON ST.	DENVER	CO	80223	303-715-0601
RANJITKAR, RAUNAK, SHRESTHA, DEEPA & RANJIT, RABINDRA	755 S. LEMAY AVE., SUITE D4	FORT COLLINS	CO	80524	970-825-5957
THORD ARSON, CINDI	400 CORPORATE CIRCLE, SUITE C	GOLDEN	CO	80401	720-643-5146
KUMAR, ABHISHEK & DHAKAL, REENA	901 35TH AVE., UNIT B	GREELEY	CO	80634	970-702-2384
KUMAR, ABHISHEK & DHAKAL, REENA	420 MAIN ST.	LONGMONT	CO	80501	303-772-2510
SMALDONE, ERIC, CHARISA & ADDISON	12543 S. PARKER RD., SUITE 228	PARKER	CO	80134	303-841-8127
JUO, JAMES & LOTUS	12016 MELODY DRIVE	WESTMINSTER	CO	80234	303-280-7227
LAZICH, CHARLES	195 WEST MAIN ST.	AVON	CT	06001	860-674-8700

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DAVIS, JOSEPH & SARAH	12 MILL PLAIN RD.	DANBURY	CT	06811	203-616-5100
BURLAKOFF, RONALD & SANDRA	208 MAIN ST.	EAST HAVEN	CT	06512	203-467-3016
WEBER, MICHAEL & LINDSEY	1 ANNGINA DRIVE	ENFIELD	CT	06082	860-745-3600
CAMARATO, CHERYL & WRIGHT, SUSAN	1700 POST RD., HERITAGE SQUARE	FAIRFIELD	CT	06824	203-254-1947
GOLDVUG, DAVID	154 PROSPECT. ST.	GREENWICH	CT	06830	203-622-0001
BURLAKOFF, RONALD	5 HAMDEN PARK DRIVE	HAMDEN	CT	06571	203-891-6251
STEINMAN, JOEL	52 PRATT ST.	HARTFORD	CT	06103	860-522-1547
LAZICH, CHARLES & JENNIFER	512 MAIN ST.	MIDDLETOWN	CT	06457	860-347-5700
MOLA, KEVIN & SAMANTHA	415 BOSTON POST RD., SUITE 8	MILFORD	CT	06460	203-783-9675
SPAK, MATTHEW	123 SOUTH MAIN ST., HIGHLAND PLAZA, UNIT 110	NEWTOWN	CT	06470	203-304-1828
BRENNEIS, JOSEPH & DUFFEY, GREGORY	167 MAIN ST.	NORWALK	CT	06851	203-838-2795
BLOOM, MATTHEW	595 WEST MAIN ST.	NORWICH	CT	06360	860-887-7468
BURLAKOFF, HARRY & MICHELE	42 BRIDGEPORT AVE.	SHELTON	CT	06484	203-922-9228
GOLDVUG, DAVID	12 PINE HILL AVE.	STAMFORD	CT	06906	203-327-9818
REYNOLDS, JACK R. & ELIZABETH J.	199 MIGEON AVE.	TORRINGTON	CT	06790	860-496-7525
STEINMAN, JOEL	352 HARTFORD. TURNPIKE	VERNON	CT	06066	860-872-1826
BYRNE, MATT J. & TIFFANY M.	170 GRAND ST.	WATERBURY	CT	06702	203-573-0100
FOLEY, JEFFREY W. & TAUNYA L.	81 WOLCOTT HILL RD.	WETHERSFIELD	CT	06109	860-529-4628
CALIS, MARK	555 NEW JERSEY AVE. N.W.	WASHINGTON	DC	20001	202-347-6777
GELZER, JOHN	1020 19TH ST. NW, SUITE LL50	WASHINGTON	DC	20036	202-466-2828
LORD, THOMAS L. JR	1812 MARSH RD., SUITE 411, BRANMAR PLAZA	WILMINGTON	DE	19810	302-439-3253
PIO, DRU	1609 NW BOCA RATON BLVD.	BOCA RATON	FL	33432	561-392-8626
PHILLIPS, JUSTIN & CHRISTINE	5103 LENA RD., UNIT 107	BRADENTON	FL	34211	941-739-6602
HUNT, KEN	115 NORTH KINGS AVE.	BRANDON	FL	33510	813-655-1888
REICH, JEFFREY AND DOREEN	2816 DEL PRADO BLVD. S, UNIT 6	CAPE CORAL	FL	33904	239-541-3255
ROSE, KENNETH	304 MOHAWK RD.	CLERMONT	FL	34715	352-394-7770
JOHNSON, DAVID & JANE	9868 WEST SAMPLE RD.	CORAL SPRINGS	FL	33065	954-796-0031
CARTER, MICHAEL A. & RAMELE F.	8238 GRIFFIN RD.	DAVIE	FL	33328	954-368-6584
BODDEN, ALFRED B. & HERNANDEZ, KATHERINE	230 SOUTH MILITARY TRAIL	DEERFIELD BEACH	FL	33442	954-421-9904
PERRY, MATTHEW	15108 JOG RD.	DELRAY BEACH	FL	33446	561-495-7898
LAHENEY, JOHN	1425 MAIN ST., SUITE C	DUNEDIN	FL	34698	727-791-1115
LAKHANI, NADIA & FERNANDEZ, JEFFY M.	1313 E. COMMERCIAL BLVD.	FORT LAUDERDALE	FL	33334	954-772-0400
PANCALLO, MARK	1416 NE 4TH AVE.	FORT LAUDRDAL	FL	33304	954-731-5300
JORDAN, GENE ARTHUR & JORDAN, JACQUELINE LEE	12951 METRO PARKWAY, SUITE # 13	FORT MYERS	FL	33966	239-387-5355
MORALES, LUIS & ANA MARIA	53 W 21ST ST., UNIT #7	HIALEAH	FL	33010	305-889-0010
SEMPRUN, EDDY & MORALES	2350 WEST 84 ST., SUITE 12	HIALEAH	FL	33016	305-698-2554
TEHRANI, SAIED TAIE	4171 NORTH STATE RD. #7	HOLLYWOOD	FL	33021	954-966-0233
CURTIS, JONATHAN & CURTIS, MERLYN LEE	4613 PHILIPS HWY.	JACKSONVILLE	FL	32207	904-858-1000
COPELAND, JOSEPH LIAM	4185 SUNBEAM RD. SUITE 100	JACKSONVILLE	FL	32257	904-733-5578
PRIBULICK, STEVE & BARB	11565 NORTH MAIN ST. #107	JACKSONVILLE	FL	32218	904-337-0160
BRUNK, STEVEN G. & CARLENE M.	1251 JUPITER PARK DRIVE, SUITE 11	JUPITER	FL	33458	561-575-3037
MEAD, DAVID JOSHUA	2583 N. ORANGE BLOSSOM TRAIL	KISSIMMEE	FL	34744	407-933-1546
GRANT, LEONARD. AUBREY JR. & ALEXANDRA GRANT	6677 LAKE WORTH RD.	LAKE WORTH	FL	33467	561-449-2106
LINCOLN, PATRICK & SMITH, NANCY, L. & OGWONOWSKI, CHRISTOPHER M.	2058C EAST EDGEWOOD DRIVE	LAKELAND	FL	33803	863-337-6670
CASAGRANDE, EDUARDO DE CATRO	2355 RADEN DRIVE	LAND O LAKES	FL	34639	813-948-1112
QUINDES-GONZALEZ, AMYELISE & MILLER, DANIEL	2475 EAST BAY DRIVE, SUITE A	LARGO	FL	33771	727-535-3800
OLSEN, SUSAN M.	1417 EAST MAIN ST.	LEESBURG	FL	34748	352-728-6333
POTTER, WILLIAM & WISE, MIKE	800 WATERWAY PLACE	LONGWOOD	FL	32750	407-260-0116
BOURGAULT, KENNETH	4900 WEST ATLANTIC BLVD., SUITE 3	MARGATE	FL	33063	954-971-0300
BRUNK, STEVEN G. & CARLENE M.	701 SOUTH APOLLO BLVD.	MELBOURNE	FL	32901	321-242-7766
SMITH, BRADFORD.	4240 SW 73RD. AVE., SUITE #1	MIAMI	FL	33155	305-762-4147
FUMAI, VITO	2818 NW 79TH AVE.	MIAMI	FL	33122	305-477-2817
OLCAY, MURAT & IPEK	8300 W. FLAGLER ST., SUITE 155, LA ROMA PLAZA	MIAMI	FL	33144	305-223-5981
SMITH, BRADFORD.	921 NE 79TH ST	MIAMI	FL	33138	786-332-4398
HALL, ZACHARY	8850 SW 129TH TERRACE	MIAMI	FL	33176	305-256-6902
ZOLFAGHARI, HAMID	13275 SW 136 ST., #35	MIAMI	FL	33186	305-254-9898
TAIE-TEHRANI, KEVIN	12004 MIRAMAR PARKWAY	MIRAMAR	FL	33025	954-437-1880
OGDEN, DAVID J.	771 AIRPORT PULLING RD. N., UNITS 4 & 5	NAPLES	FL	34104	239-261-1198
PALAKKAT, MAX & ROOPA	5422 MAIN ST.	NEW PORT RICHEY	FL	34652	727-849-5883
MARKUS, DAVID	273 NE 166TH ST.	NORTH MIAMI BEACH	FL	33162	305-956-3940
D'ARCANGELIS, ROSE & DAVID	2743 OLD WINTER GARDEN RD.	OCOOE	FL	34761	407-654-3744
YU, JEFFREY	4709 DISTRIBUTION CT., UNIT 2	ORLANDO	FL	32822	407-286-1039
SALINSKY, KYLE	7751 KINGSPONTE PKWY., SUITE 117	ORLANDO	FL	32819	407-355-3302
CHAMBERS, RUTH J. & WILSON, KENDALL O.	4209 EDGEWATER DRIVE	ORLANDO	FL	32804	407-237-0233
SALINSKY, WILLIAM E. & SALINSKY, KYLE	2422 EAST ROBINSON ST.	ORLANDO	FL	32803	407-895-8448

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**ACTIVE FRANCHISEES  
AS OF DECEMBER 31, 2023**

BECK, DENNIS & PHYLLIS	4404 NORTHLAKE BLVD.	PALM BEACH GARDENS	FL	33410	561-845-6404
ROUTZAHN, FREDERICK J., CHERI L., JOHN, JAMES & SAMUEL	3 CYPRESS BRANCH WAY, SUITE #105	PALM COAST	FL	32164	386-445-6300
SOOK, THOMAS WILLIAM	9600 66TH ST. N., SUITE A	PINELLAS PARK	FL	33782	727-954-0519
ARNDT, MICHAEL	1701 S.ALEXANDER ST., SUITE #105	PLANT CITY	FL	33566	813-719-2111
JACARUSO, GLORIA Y.	51 NORTH FEDERAL HIGHWAY	POMPANO BEACH	FL	33062	954-942-4300
BRUNK, STEVEN G. & CARLENE M.	130 S. E. ENTRADA AVE.	PORT SAINT LUCIE	FL	34952	772-212-7350
STONE, ROBERT J.	1746 10TH WAY, UNIT A2	SARASOTA	FL	34236	941-955-5070
EISENMAN, BARBARA	4827 CENTRAL AVE.	ST. PETERSBURG	FL	33713	727-321-1776
KINANE, SUSAN	310 DENVER AVE.	STUART	FL	34994	772-288-6580
ABRAHAM, FELIX	10112 WEST OAKLAND PARK BLVD.	SUNRISE	FL	33351	954-572-0790
KENNEDY, SCOTT AND JEANNENE	221-1 DELTA CT.	TALLAHASSEE	FL	32301	850-422-1333
KUHN, JEFFREY D. & SHELLEY K.	1702 S. DALE MABRY	TAMPA	FL	33629	813-253-2439
HANA, CHADI	1039 WEST BUSCH BLVD.	TAMPA	FL	33612	813-931-9344
COLLIER, KATHY J.	5519 HANLEY RD.	TAMPA	FL	33634	813-884-2476
BRUNK, STEVEN & CARLENE	983 12TH ST.	VERO BEACH	FL	32960	772-567-4645
HERNANDEZ, DANIEL E. & PRESAS, RAQUEL	2822 SOUTH DIXIE HIGHWAY	WEST PALM BEACH	FL	33405	561-655-5355
SANG, LINDA	6974 ALOMA AVE.	WINTER PARK	FL	32792	407-657-9090
CARTER, MONA	6300 ATLANTA HIGHWAY, SUITE 102	ALPHARETTA	GA	30004	470-719-9806
SIMMONS, JASON & GRACE	2195 DEFOOR HILLS RD. NW, SUITE B	ATLANTA	GA	30318	404-874-1443
WITTENBERG, JONATHAN S.	7840 ROSWELL RD., SUITE 315	ATLANTA	GA	30328	678-691-9100
CASTLE-ALI, RASHID & CHRISTIAN, DAMIAN	3525 PIEDMONT RD. NE, BUILDING 6, SUITE 230	ATLANTA	GA	30305	404-261-3700
TALLEY, CLAUDE THOMAS & REBECCA J.T.	3753 MARIETTA HIGHWAY, SUITE 145	CANTON	GA	30114	678-880-9065
BURRILL, ERIC J.	2837 EAST COLLEGE AVE.	DECATUR	GA	30030	678-691-7931
GREEN, REX & PAMELA	1240 HIGHWAY 54 WEST, BLDG. 300, SUITE 300	FAYETTEVILLE	GA	30214	770-719-8424
GIDEON, CLIFTON & CHANTAL	1046 MAIN ST.	FOREST PARK	GA	30297	404-366-9646
O'STEEN, HUGH	119 WEST SOLOMON ST.	GRIFFIN	GA	30223	470-204-7099
SMALLWOOD, LEVAS D.	690-B SOUTH GORDON RD.	MABLETON	GA	30126	770-941-0823
MOORE, JOHNNY RICHARD, JR. & JONATHON RICHARD.	4341 INTERSTATE DRIVE, SUITE B	MACON	GA	31210	478-474-6263
HOEFER, DALE V. & JUDITH D.	1400 SOUTH MARIETTA PARKWAY, SUITE 103	MARIETTA	GA	30067	678-324-0898
CHANDLER, DARRYL, CONNIE S., BRYAN D. & SCOTT	571 JONESBORO RD.	MCDONOUGH	GA	30253	770-957-0012
DOMINICK, MICHAEL J.	167 MILLARD FARMER INDUSTRIAL BLVD., SUITE B	NEWNAN	GA	30263	770-253-6440
NGUYEN, TAN & LINHAN	6000 DAWSON BLVD., SUITE F	NORCROSS	GA	30093	770-858-5055
TRAMMELL, RONALD L.	5245 LANGFORD PARK DRIVE, SUITE D	NORCROSS	GA	30071	678-966-0975
BARNES, RICHARD.	123 HUDDLESTON RD.	PEACHTREE CITY	GA	30269	770-487-8016
MUKHI, AMIT & GERA, SWATI	2500 OLD ALABAMA RD., SUITE 17	ROSWELL	GA	30076	770-998-0550
SMALLWOOD, LEVAS	821 CONCORD. RD. SE	SMYRNA	GA	30080	770-919-9881
BHAVSAR, HIMANSU	2001 LAWRENCEVILLE SUWANEE RD.	SUWANEE	GA	30024	770-817-0834
MERLE, MORRIS & KARON	3523 EASTERN AVE., SUITE 4	DAVENPORT	IA	52807	563-386-4566
NUNES, BRYAN & JOHNNEL	3612 WEST OVERLAND RD.	BOISE	ID	83705	208-336-2525
GUNNELL, BRIAN J.	521 41ST AVE., SUITE C	CALDWELL	ID	83605	208-459-9355
FITZGIBBONS, ROBERT & KIMBERLY	3650 E. COPPER POINT, SUITE 100	MERIDIAN	ID	83642	208-629-3919
WISLER, JAMES & SHERYL	126 11TH AVE. NORTH	NAMPA	ID	83687	208-468-0111
HECKEL, MARK	7184 W. BOEKEL RD.	RATHDRUM	ID	83858	208-765-6258
KROEGER, BYRON & KERIANNE	214 BLUE LAKES BLVD.	TWIN FALLS	ID	83301	208-733-1449
ROBY, GREGORY L., WILLIAMS, ERIC & MERRELL, TYRON	3413 N. KENNICOTT AVE. B	ARLINGTON HEIGHTS	IL	60004	847-577-2411
KREUZ, GARY T. & NANCY A.	200 JAMES ST.	BARRINGTON	IL	60010	847-382-1185
CONFORTI, PAUL	905 S. NEIL ST., SUITE B	CHAMPAIGN	IL	61820	217-355-0500
ALLISON, GARY & SARAH	1249 NORTH CLYBOURN AVE.	CHICAGO	IL	60610	312-664-6150
ALLISON, GARY & SARAH	8550 SOUTH VINCENNES AVE.	CHICAGO	IL	60620	773-874-8550
WAGNER, DALE, WAGNER, BRADLEY G. & WAGNER, SAMANTHA G.	835 VIRGINIA RD., SUITE G	CRYSTAL LAKE	IL	60014	815-477-2700
BRAVO, EMIL J. & SHEFVELAND, BRIAN EDWARD.	20574 NORTH MILWAUKEE AVE.	DEERFIELD	IL	60015	847-279-8550
HASQUIN, JASON R.	110 NORTH RESEARCH DRIVE, SUITE 1	EDWARDSVILLE	IL	62025	618-659-8600
SHAH, KUNJAN & MARGI	2252 LANDMEIER RD., SUITE A	ELK GROVE VILLAGE	IL	60007	224-550-5568
RIVERO, HERBERT	1553 SHERMAN AVE.	EVANSTON	IL	60201	847-866-9777
REGAS, JOHN L. & LYNNE M.	55 BANKVIEW DRIVE	FRANKFORT	IL	60423	779-254-2912
WALKER, WENDE L. & CAMDEN, CHRISTIAN	2500 W. HIGGINS RD., SUITE 800	HOFFMAN ESTATES	IL	60169	847-839-9600
PARAMO, JOSE & PARAMO, LIONEL	1400 ESSINGTON RD.	JOLIET	IL	60435	815-582-4014
NEAL, MARTIN & TAMIKA	113 EAST COOK AVE.	LIBERTYVILLE	IL	60048	224-513-5676
BIGGER, JORDAN	5128 N. 2ND ST.	LOVES PARK	IL	61111	815-633-2992
BORTMAN, STEVEN	7937 W OGDEN AVE.	LYONS	IL	60534	708-442-1669
SCHOMMER, TOM & ALICE	3410 W. ELM ST.	MC HENRY	IL	60050	815-344-1404
KATSIAVELOS, JAMES M.	6038 W. DEMPSTER ST	MORTON GROVE	IL	60053	847-470-0212
JUNG, RICHARD. H.	6949 W. NORTH AVE.	OAK PARK	IL	60302	708-524-4940
HARLAN, KIMBERLY A. & JERROD B.	17W733 BUTTERFIELD RD., SUITE A	OAKBROOK TERRACE	IL	60181	630-620-5331
FABIANO, WILLIAM J.	9226 WEST 159TH ST.	ORLAND PARK	IL	60462	708-403-8210

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**ACTIVE FRANCHISEES  
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SANDERS, JENNIFER	460 BRIARGATE DRIVE, UNIT 800	SOUTH ELGIN	IL	60177	847-289-9030
BRAHLER, KEVIN	1574 E. MAIN ST.	ST CHARLES	IL	60174	630-584-7383
DZIERZBICKI, MARTIN & KAREN	1319 N. GREEN BAY RD.	WAUKEGAN	IL	60085	847-244-6288
GANGICHIO, PAUL SR & JR	1939 SOUTH MANNHEIM RD.	WESTCHESTER	IL	60154	708-343-2530
MEYERS, JEFFREY E.	1180 N. MAIN ST.	CROWN POINT	IN	46307	219-663-7799
WALTERS, S. EVAN	6377 ROCKVILLE RD.	INDIANAPOLIS	IN	46214	317-209-1677
RENOLLET, BRIAN & DIANA	9105 E. 56TH ST., SUITE E	INDIANAPOLIS	IN	46216	317-746-6703
METZ, MELINDA	2708 WILLOWCREEK RD.	PORTAGE	IN	46368	219-762-5660
WATSON, STEVE & MARY	2315 US HIGHWAY 41	SCHERERVILLE	IN	46375	219-322-6677
BISEL-BURGESS, KRISTI	1404 EAST 24 ST., SUITE B	LAWRENCE	KS	66046	785-842-2656
LAMBERD, CLAYTON	924 E. PARK, UNIT A	OLATHE	KS	66061	913-829-0300
SHAH, MANISH & PURVI	6420 WEST 110TH ST., SUITE 104	OVERLAND PARK	KS	66211	913-661-0229
MARTIN, STEVEN & THOMAS, GREGORY	198 WESTRIDGE DRIVE	DANVILLE	KY	40422	859-236-4655
BAILEY, ALBERT	33 KENTON LANDS	ERLANGER	KY	41018	859-341-8769
LYNCH PHYLLIS & MICHAEL & LITTLE, DAWN E.	7830 HIGHWAY 42	FLORENCE	KY	41042	859-371-0191
NORSWORTHY, ADAM, METZLER, KEVIN & METZLER, PAUL	751 SLONE DRIVE, SUITE 15	GEORGETOWN	KY	40324	502-863-1320
NORSWORTHY, ADAM, METZLER, KEVIN & METZLER, PAUL	2408 MERCHANT ST	LEXINGTON	KY	40511	859-254-2339
THOMAS, GREGORY & LISA	820 LANE ALLEN, SUITE 115	LEXINGTON	KY	40504	859-278-0951
CONLEY, GARRY & AMY	101 S. PLAZA	LONDON	KY	40741	606-862-9195
BATLINER, THOMAS	3905 BARDSTOWN RD.	LOUISVILLE	KY	40218	502-459-1919
PATEL, JAY & PATEL, ROSHNI	12340 SHELBYVILLE RD.	LOUISVILLE	KY	40243	502-339-0175
LOCKHART, PHILLIP	1115 DUPONT CIRCLE	LOUISVILLE	KY	40207	502-893-0733
BURNS, JAMES	616 BROADWAY	PADUCAH	KY	42001	270-442-3253
CUMMINGS, PETE A. & BENTLEY, CHARLES S.	496 EASTERN BYPASS, SUITE 4	RICHMOND	KY	40475	859-314-1172
JENKINS, AMANDA M.	2302 ALEXANDRIA PIKE	SOUTHGATE	KY	41071	859-442-7011
DAVIS, ROGER C.	828 BYPASS RD., SUITE 4	WINCHESUITER	KY	40391	859-737-6061
PATRIARCO, PAUL	13030 COURSEY BLVD.	BATON ROUGE	LA	70816	225-751-9882
O'NEAL III, LUKE W.	4105 JEFFERSON HIGHWAY	JEFFERSON	LA	70121	504-533-9686
HEFFERNAN, PHILIP	362 NORTH MAIN ST.	ANDOVER	MA	01810	978-475-4945
MOISIDIS, RODICA A.	409 CABOT ST., CABOT PLAZA	BEVERLY	MA	01951	978-927-8757
BASSETT, CHRISTOPHER E. & CASSIDY, MARK W.	169 BEDFORD ST.	BURLINGTON	MA	01803	781-273-1155
ADOMUNES, GERARD F.	566 WASHINGTON ST, CANTON CENTER	CANTON	MA	02021	781-828-6490
HERRING, JUDY A.	1694 FALMOUTH RD.	CENTERVILLE	MA	02632	508-775-9890
DAVIS, BRIAN	51 LEGACY BLVD.	DEDHAM	MA	02026	781-461-8444
SUONG, SAM & MELODY	10 ANDREWS PARKWAY	DEVENS	MA	01434	978-391-4574
PLANTE, JONATHAN	435 COLUMBIA ST.	FALL RIVER	MA	02721	508-673-1407
CARLSON, ANN	386 SUMMER ST.	FITCHBURG	MA	01420	978-345-0818
DOSHI, CHANDRESH & SHAILA	123 WASHINGTON ST. RT. 1, UNIT #8	FOXBORO	MA	02035	508-371-3702
HERRING, JUDY A. & EVERS, KAREN L.	223 BARNSTABLE RD.	HYANNIS	MA	02601	508-778-0220
MACPHILIPS KAMALU L	1279 HYDE PARK AVE.	HYDE PARK	MA	02136	617-361-7400
BASSETT, CHRISTOPHER E. & CASSIDY, MARK W.	1527 MIDDLESEX ST., UNIT #1	LOWELL	MA	01851	978-452-9595
SHIPLEY, MARK	214 COMMERCIAL ST., SUITE 103	MALDEN	MA	02148	781-324-2600
WELCH, DAVID J. & DARLENE A.	160 MAIN ST.	MARLBOROUGH	MA	01752	508-481-0966
BEGGS, PAUL	231 E. MAIN ST.	MILFORD	MA	01757	508-478-8511
CHOWRIRA MUNJANDIRA, PRAMITHA B.	10 HURON DRIVE	NATICK	MA	01760	508-655-0875
MARTIN, WILLIAM	2112 ACUSHNET AVE.	NEW BEDFORD	MA	02745	508-994-7700
MISENHEIMER, NIKKI S.	188 ROUTE 1	NEWBURYPORT	MA	01950	978-465-2242
PERRY, RICHARD. J.	70 MAIN ST.	PEABODY	MA	01960	978-531-0081
ESSER, TAYLOR A.	40 OVAL RD. #1	QUINCY	MA	02170	617-773-7605
HALL, RICHARD. & SHACORA	770 BROADWAY, UNIT 1	RAYNHAM	MA	02767	508-824-0804
FERNANDES, JOSEPH R.	294 TAUNTON AVE.	SEEKONK	MA	02771	508-336-3050
WEBER, MICHAEL and LINDSEY	1365 MAIN ST.	SPRINGFIELD	MA	01103	413-733-7441
FANTASIA, JOHN	713 MAIN ST.	WALTHAM	MA	02451	781-899-3180
FEINBERG, WILLIAM	122 GREEN ST.	WORCHESTER	MA	01604	508-757-5450
SIPRAK-WEILL, RITA	13 LINCOLN CT.	ANNAPOLIS	MD	21401	410-263-3442
GILLELAND, TERRY R. JR. & EMILY L.	11000 BALTIMORE AVE., SUITE 106	BELTSVILLE	MD	20705	301-776-9550
KLEIN, RICHARD C., LESLIE B., & TYLER	8210 WISCONSIN AVE.	BETHESDA	MD	20814	301-656-1188
RADA, JOHN	6600 F BALTIMORE NATIONAL PIKE	CATONSVILLE	MD	21228	410-744-9472
CARR, RODNEY, WHITE, LAMON & AUSTIN, BERNARD.	8970 ROUTE 108, SUITE G	COLUMBIA	MD	21045	410-997-3336
MORSBERGER, BARBARA	2217-A DEFENSE HIGHWAY	CROFTON	MD	21114	410-451-0218
PRINKEY, JOHN W. & CUSATO, KATHRYNE	605 N. BENTZ ST., SUITE 105	FREDERICK	MD	21701	301-695-3225
PINEDA, ADA	200 EAST DIAMOND AVE.	GAITHERSBURG	MD	20877	301-977-2600
ANDERSON, NELSON AND ELEANOR	100 ROESLER RD., SUITE 101	GLEN BURNIE	MD	21060	410-590-5555
SALEM, MAATH & ABUAHMADEH, AMER IBRAHEEM	103 120TH ST., UNIT C	OCEAN CITY	MD	21842	410-723-1292
HOWARD, STEVEN	11708-D REISTERSTOWN RD., CHERRYVALE PLAZA	REISTERSTOWN	MD	21136	443-621-0761

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NEWCOMER, PHILLIP	8201 PHILADELPHIA RD.	ROSEDALE	MD	21237	410-574-2668
MERRITT, JEFFREY E. & DIANA R.	100 LLOYD ST.	SALISBURY	MD	21804	410-548-7122
ADEE, FRANK & ROSEMARY T.	222 SHOPPING CENTER RD.	STEVENSVILLE	MD	21666	410-643-7575
GLENN, JUANITA A.	892 LARGO CENTER DRIVE	UPPER MARLBORO	MD	20774	301-456-2587
BERRY, NEVERY & MILES, BRONNIE	3653 LEONARDTOWN RD.	WALDORF	MD	20603	443-439-8677
BROWN-MALIA, ELIZABETH & MALIA, PETER	33 EAST MAIN SUITE, P.O. BOX 115	DENMARK	ME	04022	207-352-1954
BATEMAN, RICHARD. J. & BENNETT, ERIC J.	110 MAIN ST., SUITE 1207	SACO	ME	04072	207-282-6480
BATEMAN, RICHARD. J. & BENNETT, ERIC J.	875 BROADWAY	SOUTH PORTLAND	ME	04106	207-799-5767
GLENN, GREGORY	640 WEST 14 MILE RD.	CLAWSON	MI	48017	248-629-4220
WATTLES, DAVID	24409 HALSTED	FARMINGTON HILLS	MI	48335	248-474-7335
BLANK, KYLE & BLANK, MARTIN	3031 W. THOMPSON RD.	FENTON	MI	48430	810-714-4290
AKINLUA, BOLAWOLE	21841 DEQUINDRE RD.	HAZEL PARK	MI	48030	248-544-1120
RITTER, LYLE L. & CARY M.	6323 W. SAGINAW HWY., SUITE B	LANSING	MI	48917	517-323-7777
KOHN, JOSEPH R.	1058 SOUTH MAIN ST.	PLYMOUTH	MI	48170	734-414-6203
BADDI, ASHOK & POORNIMA, NERELLA, ALAVANDER & GATTUPALLI, RAMYA	2040 W. AUBURN RD.	ROCHESTER HILLS	MI	48309	248-829-1011
BLANK, KYLE & BLANK, MARTIN	5580 STATE ST., SUITE 9	SAGINAW	MI	48603	989-401-1222
KOGAN, NATHAN & JANE	50671 WING DRIVE	SHELBY TWP.	MI	48315	586-566-5200
MANSOUR, FADY & KARMO, STEVEN	2482 ORCHARD LAKE RD.	SYLVAN LAKE	MI	48320	248-621-5090
LAWRENCE, JAMES C.	848 EAST RIVER RD.	ANOKA	MN	55303	763-422-1059
GREWE, WILLIAM	8742 LYNDALE AVE. SOUTH	BLOOMINGTON	MN	55420	952-884-9010
REEVES, DANIEL L.	3725 WEST COUNTY RD. 42	BURNSVILLE	MN	55306	952-808-0000
SIERCKS, TIMOTHY & MINDI	133 2ND AVE. SW	CAMBRIDGE	MN	55008	763-645-1220
REEVES, DANIEL LENOX	1701 LAKE DRIVE WEST	CHANHASSEN	MN	55317	952-479-7099
ERICKSON, BRYAN	6595 EDENVALE BLVD., SUITE 160	EDEN PRAIRIE	MN	55346	952-943-9883
SCHMIDT, ANDY, AMY, KAYLI & TYLER	5221 EDINA INDUSTRIAL BLVD.	EDINA	MN	55439	612-861-4687
TINO, DUSTIN C. & BETSY S.	414 N. STATE ST., SUITE 2	FAIRMONT	MN	56031	507-399-0300
FRICK, PAUL & SHERRY	70 SE 7TH ST.	GRAND RAPIDS	MN	55744	218-327-9984
DYLLA, GAYLE & DYLLA, TYLER	201 STAR ST., SUITE 100	MANKATO	MN	56001	507-345-6965
FORSTER, DAVID R.	527 SECOND AVE. SE	MINNEAPOLIS	MN	55414	612-379-0406
BROWN, FRANK	4024 WASHINGTON AVE. NORTH	MINNEAPOLIS	MN	55412	612-870-9008
KOTULA, PHILLIP	7105 MEDICINE LAKE RD.	MINNEAPOLIS	MN	55427	763-553-1630
SLATER, BRADLEY & KREBS, PAULINE	2361 WILSHIRE BLVD.	MOUND	MN	55364	952-472-4590
SIERCKS, TIMOTHY & MINDI	525 MAIN ST., SUITE 300	NEW BRIGHTON	MN	55112	651-633-4933
KESKEY, PETER A.	631 HAYWARD AVE. NORTH	OAKDALE	MN	55128	651-735-2255
KIECKER, ANDREW E.	8790 JEFFERSON HIGHWAY	OSSEO	MN	55369	763-493-1246
SIERCKS, TIMOTHY, J.	401 FIRST ST., SUITE C	PRINCETON	MN	55371	763-389-1220
LUTES, JAMES T.	1316 7TH ST. NW	ROCHESTER	MN	55901	507-288-4777
BRANDT, MICHAEL & SUSAN	1529 WEST SAINT GERMAIN ST., SUITE #100	ST. CLOUD	MN	56301	320-251-2231
PRICE, ANTHONY K. & CARAM, MARIA A.	750 SOUTH PLAZA DRIVE, SUITE 116	ST. PAUL	MN	55120	651-228-0949
FULKROD, JAMES	11520 ST. CHARLES ROCK RD., SUITE 132	BRIDGETON	MO	63044	314-770-2552
HASQUIN, JASON R.	6 CLARKSON-WILSON CENTRE	CHESTERFIELD	MO	63017	636-530-0020
WALLACE, DAVID	2511 BERNADETTE DRIVE	COLUMBIA	MO	65203	573-445-0227
WILSON, CARLA	121 EAST COLUMBIA ST.	FARMINGTON	MO	63640	573-756-4800
WEIDERMAN, MICHAEL	939 SOUTH KIRKWOOD RD.	KIRKWOOD	MO	63122	314-821-1841
HASQUIN, JASON R.	330 SOVEREIGN CT.	MANCHESTER	MO	63011	636-256-2475
BORTZ/WOLFMAN	3635 FOREST PARK BLVD.	ST LOUIS	MO	63108	314-535-7575
HENRICH, WILLIAM	27 HOLLENBERG CT.	ST LOUIS	MO	63044	314-432-0282
GLARNER, JONATHAN B. & ERIN M.	2818 BRENTWOOD BLVD.	ST LOUIS	MO	63144	314-968-6433
DAHLHEIMER, WILLIAM, NIEHAUS, RICHARD.	540 B LITTLE HILLS INDUSTRIAL BLVD.	ST. CHARLES	MO	63301	636-947-2305
PLATOFF, TRENT & AIMEE	10762 INDIAN HEAD INDUSTRIAL BLVD.	ST. LOUIS	MO	63132	314-997-6046
MARSHALL, JEFFREY LEE	4135 MEXICO RD.	ST. PETERS	MO	63376	636-928-5529
MILLS, DAVID B. & AMY L.	512B WEST PEARCE BLVD.	WENTZVILLE	MO	63385	636-332-8140
BLAIR, KYLE & CHRISTINA	9 NORTH 32ND ST.	BILLINGS	MT	59101	406-245-8698
KLIPPENSTEIN, RODNEY JOHN & KLIPPENSTEIN, CHERYL INDERJIT	65 8TH AVE. WEST N	KALISPELL	MT	59901	406-752-8720
TREECE, EDWARD. & REBECCA	2100 SOUTH AVE. WEST	MISSOULA	MT	59801	406-728-5200
BELL, THOMAS F.	8450 CHAPEL HILL RD., ACADEMY PLAZA, SUITE 101	CARY	NC	27513	919-466-1095
SORZANO, JEREMY & RICE, WILLIAM G.	6933 E. WT HARRIS BLVD.	CHARLOTTE	NC	28215	704-537-1919
JUNKER, ROBERT & JANICE	4440 SOUTH BLVD.	CHARLOTTE	NC	28209	704-522-0022
CARPENTER, KEVIN S. & CARPENTER, ROY R. JR.	4115-A ROSE LAKE DRIVE	CHARLOTTE	NC	28217	704-423-9864
VALLABHAPURAM, RAVI & ARUNA	901-G N. TRYON	CHARLOTTE	NC	28206	704-377-3467
SCHULTE, DAVID AND WINDY	103 MORISSEY BLVD.	CLINTON	NC	28328	910-592-8163
MCGRODER, CHRISTINE A. & MCGRODER, PATRICK J.	400-50 MCGILL AVE. NW	CONCORD	NC	28027	704-782-2020
LEE, SEUNGKYO & HYONGHUI	1920 NC-54, SUITE 30	DURHAM	NC	27713	919-544-1777
OSTEINDORF, JARED	1005 ARSENAL AVE.	FAYETTEVILLE	NC	28305	910-485-7955
MARD.ER, ANTHONY & MARD.ER, DAVID	495 EAST LONG AVE.	GASTONIA	NC	28054	704-867-3366

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AS OF DECEMBER 31, 2023**

BAILEY, ALAN B.	236 RIVERBEND RD.	GRAHAM	NC	27253	336-270-4426
HARRELL, JOHN	1001 PHILLIPS AVE.	HIGH POINT	NC	27262	336-854-1551
BHINGRADIA, MANJULABEN C. & KATRODIA, NEHA	9606 SHERRILL ESTATES RD., SUITE A	HUNTERSVILLE	NC	28078	704-594-8699
HANNON, BRYAN, BONNIE & DALTON	800-C N. MAIN ST.	KERNERSVILLE	NC	27284	336-515-3182
DE ARMAS, PEDRO M.	209 MAIN ST.	PINEVILLE	NC	28134	704-341-8800
AYERS, DARRYL	2231 E. MILLBROOK RD., SUITE 111	RALEIGH	NC	27604	919-876-7768
PHILLIPS, JOSEPH & SUZANNE	1824 GARNER STATION BLVD.	RALEIGH	NC	27603	919-773-1103
GOMES, AURELIO	3342 WRIGHTSVILLE AVE.	WILMINGTON	NC	28403	910-799-7676
BOVIALL, KELLY T.	3490 REYNOLDA RD.	WINSTON-SALEM	NC	27106	336-760-0505
ALDEN, KEN	14024 CAPITAL BLVD.	YOUNGSVILLE	NC	27596	919-556-3579
COLEMAN, TAMMY	2716 SOUTH 114TH ST.	OMAHA	NE	68144	402-330-6921
BEAN, ROBERT S. III	44 NASHUA RD., UNIT 18	LONDONDERRY	NH	03053	603-818-4390
BASSETT, CHRISTOPHER E. & CASSIDY, MARK W.	217 WEST HOLLIS ST.	NASHUA	NH	03063	603-718-1439
TILLOTSON, FREDERICK N. & BRADEEN, JAMES T.	1305 WHITE MOUNTAIN HWY.	NORTH CONWAY	NH	03860	603-356-2010
REICHERT, SUSAN FITZGERALD & KITTLE, PATRICK H.	44 MAIN ST.	PLYMOUTH	NH	03264	603-536-2410
GALE JAY & VIVIENNE	3 FRONT ST., SUITE 301	ROLLINSFORD	NH	03869	603-431-8989
HANTZ, ANDREA L.	1 PORTSMOUTH AVE., UNIT 5	STRATHAM	NH	03885	603-418-7510
SIDDIQI, ADNAN	359 B BLOOMFIELD AVE.	CALDWELL	NJ	07006	973-403-0146
BITTNER, FRANK J. IV & BITTNER, KELLY L.	2060 SPRINGDALE RD., SUITE. 700	CHERRY HILL	NJ	08003	856-817-8400
MOONEY, JAMES T. & BARBARA L.	1120 RARITAN RD., SUITE 2	CLARK	NJ	07066	908-857-4644
MURRAY, PAUL	10 SOUTH RIVER RD.	CRANBURY	NJ	08512	609-395-9985
KIM, BYONG-JOE	431 CRANBURY RD., SUITE C	EAST BRUNSWICK	NJ	08816	732-238-1150
VOLPECELLO, JOHN JR & JOHN SR	422 RIDGEDALE AVE.	EAST HANOVER	NJ	07936	973-539-0610
AGGARWAL, REETA L.	134 TALMADGE RD.	EDISON	NJ	08817	732-318-6499
SAVINOVICH, HEIDI & GIOVANNI	20 NORTH VAN BRUNT ST.	ENGLEWOOD	NJ	07631	201-431-8600
LOWRY, MARK A. & MIGDALIA	1410 PARKWAY AVE., SUITE C	EWING	NJ	08628	609-883-0799
AYTEKIN, SALIHA S.	5-05 SADDLE RIVER RD.	FAIR LAWN	NJ	07410	201-791-0550
JACOBUS, JASON L.	149 NJ STATE ROUTE 31	FLEMINGTON	NJ	08822	908-237-0882
SHAMES, STEVEN	339 WEST MAIN ST.	FREEHOLD	NJ	07728	732-462-6862
BULZACCHELLI, NICHOLAS	445 ROUTE 46	HACKETTSTOWN	NJ	07840	908-852-7007
BITTNER, FRANK J. IV & BITTNER, KELLY L.	104 CREEK CROSSING BLVD.	HAINESPORT	NJ	08036	609-261-1024
WONG, CONWAY	19 SHERIDAN AVE.	HO HO KUS	NJ	07423	201-444-0236
SIDDIQI, ADNAN & HUSSAIN, AMEENA	3027 KENNEDY BLVD.	JERSEY CITY	NJ	07306	201-484-0110
CORD.OVA, PLUTARCO, GARCIA, DESIREE & CORD.OVA, KEVIN	47 E. NORTHFIELD RD.	LIVINGSTON	NJ	07039	973-992-3136
LORENZ, JOSEPH & ELAINE	349 ROUTE 9 SOUTH, ASHLEY PLAZA	MANALAPAN	NJ	07726	732-536-8788
TAYS, KENNETH E. & JERROLD, STACEY M.	20 CLINTON ST.	NEWARK	NJ	07102	973-624-6907
DJABINI, AMIR & RAMEZANZADEH, FARAH	104 RIDGE RD.	NORTH ARLINGTON	NJ	07031	201-991-1030
MURRAY, THOMAS A.	1040 ORCHARD ST., SUITE A	NORTH BRUNSWICK	NJ	08902	732-867-9902
SCHNEIDER, ALAN J.	202 LIVINGSTON ST.	NORTHVALE	NJ	07647	201-767-6870
CARRIS, JASON E. & RENEE E.	518 ROUTE 35, UNION SQUARE MALL	RED BANK	NJ	07701	732-758-6200
PARKER, PHILIP	1247 PATERSON PLANK RD.	SECAUCUS	NJ	07094	201-866-0186
FEUER, SHERMAN & CAROLE	4 EAST MAIN ST.	SOMERVILLE	NJ	08876	908-526-5990
LOFFREDO, ANTHONY & Mark J.	2100 NOTTINGHAM WAY	TRENTON	NJ	08619	609-586-3838
SCHWARTZ, ERIK W.	5051 NJ RT. 42, SUITE 2	TURNERSVILLE	NJ	08012	856-232-7700
CONNER, CHARLES T.	1818 STATE HIGHWAY 35	WALL TOWNSHIP	NJ	07719	732-449-1760
RINALDI, RICHARD.	19 CROSS KEYS RD., SUITE 3	WEST BERLIN	NJ	08091	856-753-0055
OLTMANS, DOUGLAS	6300 SAN MATEO BLVD. NE, SPACE K-4	ALBUQUERQUE	NM	87109	505-857-9771
DULAC, DON G. & VENDER, CARISSA L.	1631 EUBANK BLVD., NE., SUITE D	ALBUQUERQUE	NM	87112	505-881-0164
JACOBS, LARRY J. & TAMARA D.	444 EAST WILLIAM ST., SUITE 1	CARSON CITY	NV	89701	775-350-7606
BARATI, GENE	1635 W. WARM SPRINGS RD.	HENDERSON	NV	89014	702-638-8383
MURPHY, LORRAINE	1725 SOUTH RAINBOW BLVD., SUITE 16	LAS VEGAS	NV	89146	702-478-8587
RUTHERFORD., RICHARD. & FAITH	9635 BERMUDA RD., SUITE 120	LAS VEGAS	NV	89123	725-780-1148
GOLDBERG, GARY	2585 EAST FLAMINGO SUITE 11	LAS VEGAS	NV	89121	702-451-0028
HILL, JOHN	4690 LONGLEY LANE #16	RENO	NV	89502	775-359-8808
HARMON, GARETH & CAROL	1380 GREG ST., SUITE 218	SPARKS	NV	89431	775-355-8866
SCHWARTZ, SCOTT P.	21 THIRD AVE.	BAY SHORE	NY	11706	631-348-7090
LEVINE, SCOTT	248-02 UNION TURNPIKE	BELLEROSE	NY	11426	718-343-5440
HERMAN, WAYNE	305 ATLANTIC AVE.	BROOKLYN	NY	11201	718-858-0313
BRUCE, ELVIRA & CHUPLYGIN, KLIM	1844 CONEY ISLAND AVE.	BROOKLYN	NY	11230	718-648-9500
FROEBEL, WESLEY	505 MAIN ST.	BUFFALO	NY	14203	716-855-3867
FIZER, DAVID	1758 ROUTE 9, PARKWOOD PLAZA	CLIFTON PARK	NY	12065	518-383-5353
MASONE ROBERT	1917 DEER PARK AVE.	DEER PARK	NY	11729	631-667-2269
LOUDON, DAVID & CATHERINE	281 LARKFIELD RD.	EAST NORTHPORT	NY	11731	631-757-4447
CRONIN, GARRETT & THOMAS	70 E. MAIN ST.	ELMSFORD	NY	10523	914-347-5050
HALL, RICK	10 PERINTON HILLS MALL	FAIRPORT	NY	14450	585-425-3340

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**ACTIVE FRANCHISEES  
AS OF DECEMBER 31, 2023**

LEVY, MICHAEL C.	324 MAIN ST.	FARMINGDALE	NY	11735	516-293-6110
GOLDBERG, ALAN	63 1/2 GLEN ST.	GLEN COVE	NY	11542	516-676-7718
TORON, DAVID & MICHAEL	1313 BROADWAY	HEWLETT	NY	11557	516-569-5577
RUVOLO, MICHAEL P.	191 BROADWAY	HICKSVILLE	NY	11801	516-822-1742
TITUS, JOHN	46 GERARD ST.	HUNTINGTON	NY	11743	631-427-1155
FORRAI, LESLIE & FORRAI, MICHAEL	162 LONG BEACH RD.	ISLAND PARK	NY	11558	516-432-0227
LEVY, MICHAEL C.	3000 HEMPSTEAD TURNPIKE	LEVITTOWN	NY	11756	516-731-4892
COHEN, STEVEN, COHEN, MEG	111 S. WELLWOOD AVE.	LINDENHURST	NY	11757	631-957-0600
SEMANS, CRAIG & TYMORA	7570 OSWEGO RD.	LIVERPOOL	NY	13090	315-652-4200
BARILLAS, EDITH & CESAR	ONE DEPOT PLAZA	MAMARONECK	NY	10543	914-381-4900
FORRAI, LESLIE & MIKE	125 PLANDOME RD.	MANHASSET	NY	11030	516-627-3221
SHERMAN, JOSHUA	5020 SUNRISE HIGHWAY	MASSAPEQUA PARK	NY	11762	516-799-6602
BLUSTEIN, STEVEN	600A WALT WHITMAN RD.	MELVILLE	NY	11747	631-549-3818
JUTT, JOHN	255 SUNRISE HIGHWAY	MERRICK	NY	11566	516-546-2312
YOUNG, STEVEN & LINDA	280 N BEDFORD RD.	MT KISCO	NY	10549	914-241-8181
DIMARTINO, ANTHONY	121 WEST NYACK RD.	NANUET	NY	10954	845-623-2277
DIMARTINO, ANTHONY	55 SOUTH MAIN ST.	NEW CITY	NY	10956	845-634-5542
HALPERT, RAFI	1299 NORTH AVE.	NEW ROCHELLE	NY	10804	914-576-0335
RODRIGUEZ BENJAMIN & VASQUEZ, JAMES & MARTINEZ, DANIEL	239 EAST MAIN ST., SUITE B	PATCHOGUE	NY	11772	631-654-1020
DIPIERRI, CHRISTOPHER JOHN	10 WASHINGTON AVE., SUITE 2	PLAINVIEW	NY	11803	516-681-3610
LEVY, MICHAEL C.	437 PORT WASHINGTON BLVD.	PORT WASHINGTON	NY	11050	516-944-4449
MEYERSON, DAVID & KATHLEEN	7270 SOUTH BROADWAY	RED HOOK	NY	12571	845-758-6464
NICHOLS, JAMES & NICHOLS, JUDITH BLATT	66-17 WOODHAVEN BLVD.	REGO PARK	NY	11374	718-275-2161
GARVER, MICHAEL	1577 WEST RIDGE RD.	ROCHESTER	NY	14615	585-621-8910
AMEDEO, BRADLEY P.	41 CHESTNUT ST.	ROCHESTER	NY	14604	585-546-1160
ABOULENIN, MOHAMED & SABRI, LOUAI	3159-3259 WINTON RD. SOUTH, SUITE 109	ROCHESTER	NY	14623	585-445-8111
DORMANI, GEORGE	488 SUNRISE HIGHWAY	ROCKVILLE CENTRE	NY	11570	516-763-0789
PASSEGGIO, WILLIAM & RITA	974 MIDDLE COUNTRY RD.	SELDEN	NY	11784	631-698-6222
FRYER, TIMOTHY	220 WEST MAIN ST., UNIT #3	SMITHTOWN	NY	11787	631-406-7979
NICHOLS, JUDITH BLATT & NICHOLS, JAMES	14 BERRY HILL RD.	SYOSSET	NY	11791	516-364-2730
FORRAI, LESLIE & MICHAEL	246 ROCKAWAY AVE.	VALLEY STREAM	NY	11580	516-378-2515
HEINZ, CHARLES H. & AMANDA E.	1285 U.S. ROUTE 9, SUITE 4	WAPPINGERS FALLS	NY	12590	845-218-9191
PLUSHNICK, JACOB	172 POST AVE.	WESTBURY	NY	11590	516-333-4230
GREENE, CHRISTOPHER	190 EAST POST RD.	WHITE PLAINS	NY	10601	914-993-9007
FROEBEL, WESLEY & BARTHOLOMEW, CHERYL	5418 MAIN ST.	WILLIAMSVILLE	NY	14221	716-204-4044
NAPPI, MICHAEL	128 HILLSIDE AVE.	WILLISTON PARK	NY	11596	516-746-4280
EPEL, JOSEPH	335 SAW MILL RIVER RD.	YONKERS	NY	10701	914-963-2747
FRISBY, DONALD L. & PARRIS H.	3571 BROOKWALL DRIVE, SUITE C	AKRON	OH	44333	330-665-4565
ROUTH, DAVID	276 S. MAIN ST.	AMHERST	OH	44001	440-988-8882
BOWERS, WILLIAM	17 WEST WASHINGTON ST	ATHENS	OH	45701	740-593-7393
JASSER, MAJDOLIN, JASSER, F. A. JASSER & JASSER, FAWZI	227 MILLER RD.	AVON LAKE	OH	44012	440-933-2800
GARDEZI, SYED HAIDER A. & MUMTAZ F., GARDEZI, SYED Z & REDA Z.	2372 LAKEVIEW DRIVE, SUITE B	BEAVERCREEK	OH	45431	937-429-8610
SASSE, BENJAMIN KENNETH	11130 KENWOOD RD.	BLUE ASH	OH	45242	513-791-9171
FERGUSON, THOMAS M.	7684 MARKET ST.	BOARDMAN	OH	44512	330-707-4654
OLDER, GARY L.	4619 WHIPPLE AVE. NW	CANTON	OH	44718	330-497-5275
GAITHER, JESSE C.	957 CONGRESS PARK DRIVE	CENTERVILLE	OH	45459	937-436-5290
LEMLEY, KENDALL M. JR.	8550 BEECHMONT AVE., SUITE 900	CINCINNATI	OH	45255	513-474-9500
MCCOSKEY, JASON & DOMENIQUE	215 E. 9TH ST.	CINCINNATI	OH	45202	613-721-0352
GARRETT, JULIE	2312 SHARON RD.	CINCINNATI	OH	45241	513-772-0500
TUTTLE, WILLIAM	10570 CHESTER RD.	CINCINNATI	OH	45215	513-381-0990
FARRELL, WILLIAM I. & MEADOWS, JEFFREY C. & O'SHEA, JOHN L.	9904 COLERAIN AVE.	CINCINNATI	OH	45251	513-741-9056
HARMON, TRAVIS TODD	7681 MONTGOMERY RD.	CINCINNATI	OH	45236	513-531-7600
GREGG, PAUL S. & BUCHER SHAD D.	6012 E. MAIN ST.	COLUMBUS	OH	43213	614-604-6870
SCHNEIDER, THOMAS	1677 HOLT RD.	COLUMBUS	OH	43228	614-769-7746
HITI, FRANK A. & MELISSA A.	4220 INTERPOINT BLVD.	DAYTON	OH	45424	937-235-5678
SINGH, JASWINDER	2599 NEEDMORE RD.	DAYTON	OH	45414	937-890-0783
BARTON, KENNETH	4874 BLAZER PARKWAY	DUBLIN	OH	43017	614-792-3399
KOUSSA, DEEBEY & ISSAC, FAWAZ	631 S. ABBE RD.	ELYRIA	OH	44035	440-365-9377
SASSE, BENJAMIN, K.	6601-C DIXIE HIGHWAY	FAIRFIELD	OH	45014	513-874-3056
REMY, JEFFREY	138 N. HAMILTON RD.	GAHANNA	OH	43230	614-337-2334
SASSE, BENJAMIN KENNETH	223 CT. ST.	HAMILTON	OH	45011	513-863-3393
JASPER, BRANDON & NICHOLENE	3540 MARSHALL RD.	KETTERING	OH	45429	937-294-5218
YOUNG, DAVID WILLIAM & FOWLER, WILLIAM MICHAEL	135 NORTH COLUMBUS ST.	LANCASTER	OH	43130	740-689-1992
HITI, FRANK A. & MELISSA A.	101 DAVE. AVE., SUITE E	LEBANON	OH	45036	513-932-4222
BARTON, KENNETH L.	8958 COTTER ST.	LEWIS CENTER	OH	43035	614-883-6350

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GOYSAYA, BULENT, ASLAN, TAHIR & BAYRAK, ILHAN	5414 MAYFIELD RD.	LYNDHURST	OH	44124	440-459-1220
COOPER, MARK & MINDY R.	84 BRIGGS DRIVE	MANSFIELD	OH	44906	419-528-3109
HEANEY, STEVEN & TERESA	1689 LANCE POINTE RD.	MAUMEE	OH	43537	419-472-0505
WYATT, DAVID	455 W. LIBERTY ST.	MEDINA	OH	44256	330-725-4121
SCHAEFER, STEVEN	7450 MENTOR AVE.	MENTOR	OH	44060	440-946-3311
NAWAYA, MOHAMAD	13367 SMITH RD.	MIDDLEBURG HEIGHTS	OH	44130	440-887-1000
COLLINS, TIMOTHY	44 SOUTH FOURTH ST.	NEWARK	OH	43055	740-788-8338
BLEVINS, GARY	5341 BROADWAY RD.	PARMA	OH	44134	216-741-8298
HEITBRINK, STEVEN J.	120 W. WATER ST.	PIQUA	OH	45356	937-606-2145
PATEL, NIL	33528 AURORA RD.	OLON	OH	44139	440-543-5547
OSWALT, ADAM	222 E. MAIN ST.	SPRINGFIELD	OH	45503	937-325-3912
FRISBY, PARRIS & SHERRY	4161 SUITEELS POINTE DRIVE, SUITE 900	STOW	OH	44224	330-922-1765
SEIFERT, DEAN W. & DAWN M. & SEIFERT, THOMAS	2460 ELM RD. NE, UNIT 500	WARREN	OH	44483	330-399-5034
THANKARAJ, GEORGE	6080 WEST CHESTER RD.	WEST CHESTER	OH	45069	513-942-9267
BUCHER, SHAD D. & GREGG, PAUL	18 WESTERVIEW DRIVE, WESTERVIEW PLAZA	WESTERVILLE	OH	43081	614-899-2909
FOSTER, JENNET E.	26145 CENTER RIDGE RD., UNIT A	WESTLAKE	OH	44145	440-356-6361
SEIFERT DEAN & DAWN & SEIFERT, BILL P.	3200 BELMONT AVE., SUITE 11 (LIBERTY PLACE)	YOUNGSTOWN	OH	44505	330-759-7414
BOYLL, JEFFREY & THERESA	300 NORTH ANN ARBOR AVE.	OKLAHOMA CITY	OK	73127	405-942-5595
WICKER, BRADLEY S. & NICOLE R.	8374 SW NIMBUS AVE.	BEAVERTON	OR	97008	503-746-9100
MANSOUR, JOHN ERIK & RENEE SHERI	235 SE WILSON AVE., SUITE 100	BEND	OR	97702	541-749-2900
THOMASSON, BRIAN & ASHLEY	151 NW THIRD AVE.	CANBY	OR	97013	503-266-1122
THOMASSON, BRIAN & ASHLEY	252 SW JEFFERSON AVE.	CORVALLIS	OR	97333	541-738-7023
CROWDER, CHARLES LEE	21739 SE STARK ST.	GRESHAM	OR	97030	503-661-2900
THOMASSON, BRIAN & ASHLEY	17425 PILKINGTON RD.	LAKE OSWEGO	OR	97035	503-635-4373
GREENHALGH, DAVID	722 ROSSANLEY DR	MEDFORD	OR	97501	541-776-7966
GARDNER, JOSHUA C.	1308 SW 2ND AVE.	PORTLAND	OR	97201	503-223-6661
SOFKO, WALTER	3382 SE 20TH AVE.	PORTLAND	OR	97202	503-234-2040
LUNDGREN, PAUL & CAROL	11404 NE HALSEY ST.	PORTLAND	OR	97220	503-254-2666
KRISNADI, JUSTINUS	1015 NE BROADWAY ST.	PORTLAND	OR	97232	503-284-6414
THOMASSON, BRIAN & ASHLEY	475 FERRY ST., SE.	SALEM	OR	97301	503-363-6097
THOMASSON, BRIAN & ASHLEY - PF	2195 FAIRGROUNDS RD., NE	SALEM - PF	OR	97301	503-363-6097
BROWN, CHRISTOPHER & LISA AND DAVIDSON, CRAIG & CAROLYN	7555 SW HERMOSO WAY, SUITE 010	TIGARD	OR	97223	503-620-5203
PIKE, DAVID	1801 TILGHMAN ST.	ALLEN TOWN	PA	18104	484-223-3311
GALLO, ANTHONY JAMES & KIMBERLY SUE	12 E. BUTLER AVE., SUITE 119	AMBLER	PA	19002	267-462-4092
NACCARATO, EMILIA & KITAIN, BARRY	7 CROZERVILLE RD., UNIT F	ASTON	PA	19014	610-459-8202
CHAPPLE, NANCY & KARL	920 7TH AVE.	BEAVER FALLS	PA	15010	724-846-9740
PIKE, DAVID & WOODYATT, DOTTIE	123 E. BROAD ST.	BETHLEHEM	PA	18018	610-865-9946
ICE, ROBERT ALAN & ICE, JOSHUA D.	112 HOLLYWOOD DRIVE, SUITE 103	BUTLER	PA	16001	724-283-7403
WEBSTER, LINDA	1003 WATERDAM PLAZA DRIVE, ROUTE 19	CANONSBURG	PA	15317	724-941-8050
COYNER, RICHARD.	1185 FREEDOM RD., SUITE 104	CRANBERRY TOWNSHIP	PA	16066	724-772-4911
HEARN, BUCK	451 N. MAIN ST.	DOYLESTOWN	PA	18901	215-348-7115
DOBISH, JONATHAN	500 GRANDVIEW CROSSING, UNIT 70	GIBSONIA	PA	15044	724-457-9330
CHURCH, CHARLES L. & ELLYN S.	359 NORTH EASTON RD.	GLENSIDE	PA	19038	267-626-2706
KESSINGER, DAVID B.	161 OLD ROUTE 30, BOX 14, SUITE #3	GREENSBURG	PA	15603	724-836-3666
KURZ, SCOTT A. & KATHARINA F.	955 CARLISLE ST.	HANOVER	PA	17331	717-632-5400
TODD, CHARLOTTE E.	14 SOUTH THIRD ST.	HARRISBURG	PA	17101	717-234-7070
OSBORN, DOUGLAS & AMBER	3170 EAST STATE ST.	HERMITAGE	PA	16148	724-346-1105
WATTERS, WILLIAM	488 MARKET ST	KINGSTON	PA	18704	570-287-4383
COLECCHI, ANTHONY & DANIELLE	541 HYDE PARK RD., SUITE B	LEECHBURG	PA	15656	724-236-0261
KASMER, CHRISTOPHER A. & LAUSHELL, NINA J.	4411 NEW FALLS RD.	LEVITTOWN	PA	19056	215-785-6332
ARIJAJE, JUDE & ARIJAJE, MEJIRE	350 MONTGOMERY AVE.	MERION STATION	PA	19066	610-668-8847
STRANFORD, JOHN H.	364 WEST TRENTON AVE.	MORRISVILLE	PA	19067	215-428-4740
LAVENDER, DIANE / RANCATORE, KIM	1727 LINCOLN HIGHWAY (ROUTE 30)	N. VERSAILLES	PA	15137	412-829-7456
STRANFORD., JOHN	281 NORTH SYCAMORE ST.	NEWTOWN	PA	18940	215-860-8199
ARIJAJE, JUDE	932 E. HUNTING PARK AVE.	PHILADELPHIA	PA	19124	215-339-1596
DUCKWORTH, STEVEN EARL	521 E. OHIO ST.	PITTSBURGH	PA	15252	412-456-8222
GIEGEL, TIMOTHY J., JARRETT & ADAM	2351 NOBLESTOWN RD.	PITTSBURGH	PA	15205	412-531-0809
TANDON, GEETIKA	2063 ROUTE 286	PITTSBURGH	PA	15239	724-733-5963
LAVENDER, DIANE & RANCATORE, KIMBERLY	5438 CENTRE AVE.	PITTSBURGH	PA	15232	412-621-7456
KRANE, MICHAEL	1963 WHARTON ST.	PITTSBURGH	PA	15203	412-431-2423
RINGENARY, ANTON	39 TRUMBAUERSVILLE RD.	QUAKERTOWN	PA	18951	215-538-2200
GREENBERG, MARK	326 NORTH LEWIS RD., SUITE 180	ROYERSFORD	PA	19468	610-948-8150
FOELLER, NATHAN	2158 WEST MAIN ST.	STROUDSBURG	PA	18360	570-421-1437
ESMET, PETE	501 YORK RD.	WARMINSTER	PA	18974	215-957-5025
QUINONES, MARIA T.	1503 AMERICO MIRANDA AVE	SAN JUAN	PR	00921	787-273-8275

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**ACTIVE FRANCHISEES  
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TORRUELLAS, JUAN & FRANCES	CROWN HILLS, 138 WINSTON CHURCHILL AVE., PMI SAN JUAN	PR	00926	787-282-8702
SHERMAN LEON, KIMBERLY R.	1999 PLAINFIELD PIKE	JOHNSTON	RI	02919 401-944-0667
ANDROMALOS, HELEN M.	687 WEST MAIN RD.	MIDDLETOWN	RI	02842 401-619-1650
SHERMAN LEON, KIMBERLY R.	805 CENTRAL AVE.	PAWTUCKET	RI	02861 401-305-6644
CHANOUX, VALERIE & FRAIELLI, KAREN	88 ORANGE ST	PROVIDENCE	RI	02903 401-351-0500
CHANOUX, VALERIE & FRAIELLI, KAREN	155 JEFFERSON BLVD.	WARWICK	RI	02888 401-732-7848
SEARS, CURTIS A. & LAURA L.	3921A CLEMSON BLVD.	ANDERSON	SC	29621 864-224-9115
GOODING, MICHAEL	108 CENTRAL AVE., SUITE 9	GOOSE CREEK	SC	29445 843-553-8460
SANDERS, COREY & HANOR & DAVID	440 DUPONT DRIVE	GREENVILLE	SC	29607 864-233-6029
HOLLOWAY, KEN	1772 HIGHWAY 501, 501 PLAZA	MYRTLE BEACH	SC	29577 843-626-6363
THOMAS, SCOTT	2344-C EBENEZER RD.	ROCK HILL	SC	29732 803-329-9988
LEJARZA, HENRY & WELLS, ZACHARY	222 LADEAN CT., SUITE F	SIMPSONVILLE	SC	29680 864-399-9944
REILLY, JAMES M.	1023 FERNWOOD GLENDALE RD., UNIT A	SPARTANBURG	SC	29307 864-542-0400
SIERCKS, TIMOTHY & MINDI	125 SOUTH MAIN AVE.	SIoux FALLS	SD	57104 605-271-7515
MIKOS, PAUL	354 DOWNS BLVD., SUITE 105	FRANKLIN	TN	37064 615-614-3353
THOMAS, JEANNA & SuitePHENS, GREGORY	216 WEST BROADWAY	GALLATIN	TN	37066 615-989-1875
TAYLOR, JOHN R. JR.	415 SPENCE LANE	NASHVILLE	TN	37210 615-361-7118
MANN DERICK & PEDRAZAS, KATHRYN	110 N. JACKSON ST.	TULLAHOMA	TN	37388 931-222-4256
GRANADOS, JUAN CARLOS & LEAL DE LA GARZA, GABRIEL	111 N. GREENVILLE AVE., SUITE G	ALLEN	TX	75002 972-747-5115
SALIBA, JAC	801 AVE. H EAST, SUITE 100	ARLINGTON	TX	76011 817-472-7260
NORRIS, WILLIAM & RHONDA	1221 W. 6TH ST., SUITE B	AUSTIN	TX	78703 512-391-1844
SMITH, BRYANT & HEATHER L.	3007 LONGHORN BLVD., SUITE 110	AUSTIN	TX	78758 512-454-3838
KING, SEAN & CARMEN	12129 RANCH RD., 620 N. SUITE. 605	AUSTIN	TX	78750 512-599-5335
GRAFIUS, JOHN & FRANK	715 DISCOVERY BLVD., #401	CEDAR PARK	TX	78613 512-259-7610
SILVA, ROSS	1201 N LOOP 336 W, SUITE C	CONROE	TX	77301 936-760-2679
VIBHUTI, MALLINATH & SAPANA MALLINATH	11411 N. CENTRAL EXPRESSWAY, SUITE A	DALLAS	TX	75243 214-363-2876
BAHR, ROBERT & CHRISTINE & ROBERT III	2629 N. SUITEMMONS FREEWAY, SUITE 108	DALLAS	TX	75207 214-631-5655
HARRIS, MARK LESLIE & JOANNE	6049 SHERRY LANE	DALLAS	TX	75225 214-987-1957
BAMBACK, THOMAS & MICHAEL	7010 GREENVILLE AVE.	DALLAS	TX	75231 214-691-6377
MINIX, TIMOTHY D. & BRENDA S.	17062 PRESTON RD., SUITE 122	DALLAS	TX	75248 972-392-1899
GRANADOS, JUAN CARLOS, LEAL DE LA GARZA, GABRIEL	325 NORTH SAINT PAUL ST.	DALLAS	TX	75201 214-712-9600
HARWOOD, DOMINIC G. & NICKELS, KATHLEEN K.	12640 E. NORTHWEST HIGHWAY, SUITE 413	DALLAS	TX	75228 214-660-7003
WATSON, ROBERT J.	13250 BRANCH VIEW DRIVE	DALLAS	TX	75234 214-351-1529
LEBARON, MIKE & AMY	2904 CULLEN ST.	FORT WORTH	TX	76107 817-338-2941
PAYNE, COURTNEY & RACHEL	2567 GRAVEL DR.	FORT WORTH	TX	76118 817-864-3000
SMITHHART, ROBERT & KARENE	209 E EDGEWOOD DR	FRIENDSWOOD	TX	77546 832-895-1572
UMOH, DR. EMMANUEL & UMOH, DR. DOROTHY	8200 STONEBROOK PARKWAY, #107	FRISCO	TX	75034 469-294-0702
AGUERO JR., MANUEL	2629 BROADWAY AVE.	GALVESTON	TX	77550 409-744-7500
GIPSON, TY AND CRYSTAL	1904 SOUTH AUSTIN AVE.	GEORGETOWN	TX	78626 512-931-2211
SIMMONS, JAMES AARON	1679 WEST NW HIGHWAY	GRAPEVINE	TX	76051 817-410-4199
FULTZ, JIMMY & BELINDA	10011 W. GULF BANK RD.	HOUSTON	TX	77040 832-467-0300
AYOUB, GEORGE	2117 CHENEVERT, SUITE A	HOUSTON	TX	77003 713-771-3600
SWEENEY, JAMES & JANE	1040 HERCULES CLEAR LAKE	HOUSTON	TX	77058 281-488-4100
RAYNER, PAUL	3711 BRIARPARK DRIVE, SUITE 395	HOUSTON	TX	77042 713-271-1181
SADUMIANO, ROWELL & MELISSA	4006 BROADWAY ST.	HOUSTON	TX	77087 832-781-2057
WAITE, DARIN & KELLY	6950 PORTWEST DRIVE, SUITE 190	HOUSTON	TX	77024 713-623-0703
GOEL, CHERYL, D'COSTA, JOSHUA J. & D'COSTA JESSICA J.	1171 BRITTMOORE RD.	HOUSTON	TX	77043 713-973-6666
VALL, NATHAN & PATEL, PRITY	4485 NORTH FWY.	HOUSTON	TX	77022 713-814-5937
ABOUABSI, TAREK	9000 SOUTHWEST FREEWAY, SUITE 100	HOUSTON	TX	77074 713-541-2258
IANCU, CONSTANTIN	426 ALDINE BENDER RD.	HOUSTON	TX	77060 281-999-4730
DAVE, KEDAR & MELISSA & BIRRING, NAVDEEP	1718 FRY RD., SUITE 220	HOUSTON	TX	77084 832-321-4380
EDMAN, STEPHEN	4662 BEECHNUT	HOUSTON	TX	77096 713-490-9500
CHANDLER, DARRYL & CONSTANCE	412 ISAACKS CT., SUITE 120	HUMBLE	TX	77338 281-446-5030
GWARTNEY, SHARON & GWARTNEY, JOHN C.	940 N BELTLINE RD., SUITE 133	IRVING	TX	75061 972-313-3428
BACKMAN, ANA G. & JASON S.	1324 PIN OAK RD.	KATY	TX	77494 732-437-8354
PENSHORN, GLEN & PAMELA	1565 W MAIN ST, SUITE 421	LEWISVILLE	TX	75067 972-436-7439
LOPEZ, ANTHONY	2384 U.S., 287 NORTH, SUITE #202	MANSFIELD	TX	76063 817-453-5980
CRUZ, ORLANDO & VIRGINIA	4949 NORTH MCCOLL RD.	MCALLEN	TX	78504 956-627-0490
CLARK, KENNY & ESuiteLLA	1502 W. UNIVERSITY DRIVE, SUITE 111	MCKINNEY	TX	75069 972-547-6000
MURRA, SILVIA L.	614 TEXAS PARKWAY, SUITE 600	MISSOURI CITY	TX	77489 832-987-1385
NOGUERA, CARLOS & MADELINE	8849 N. TARRANT PARKWAY, SUITE 142	NORTH RICHLAND HILLS	TX	76182 305-586-9400
BRUNO, SCOTT A. & ERICA E.	4416 FAIRMONT PARKWAY, SUITE 107	PASADENA	TX	77504 832-598-2551
SOOKRAJ, HANSRAJEE & ROBIN	3419 EAST BROADWAY, SUITE F	PEARLAND	TX	77581 281-412-3900
WANG, LEI	19832 PANTHER DRIVE, SUITE 201	PFLUGERVILLE	TX	78660 737-209-0082
DAVIS, PHILIP M.	2400 AVE. K, SUITE C	PLANO	TX	75074 469-573-6526

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**ACTIVE FRANCHISEES  
AS OF DECEMBER 31, 2023**

LEAL DE LA GARZA, GABRIEL & GRANADOS PASTOR, JUAN CARLOS	3115 WEST PARKER RD., SUITE 390	PLANO	TX	75023	972-599-1205
WU, SEAN	850 S. GREENVILLE AVE., SUITE #114	RICHARDSON	TX	75081	972-907-1142
MCLEOD, FRANK W. & SUZANNE L.	1104 RIDGE RD., SUITE B	ROCKWALL	TX	75087	469-769-1600
DURAN, IGNACIO	3300 NACOGDOCHES RD.	SAN ANTONIO	TX	78217	210-599-1644
DURAN, IGNACIO O.	7164 OAKLAWN DRIVE	SAN ANTONIO	TX	78229	210-690-5585
WOLFF, STEVE & LEA	16604 SAN PEDRO AVE.	SAN ANTONIO	TX	78232	210-375-5300
CLUFF, RONALD JR. & WAITE, JAMES	1626 RAYFORD RD.	SPRING	TX	77386	281-651-4643
OLSON, BRIAN & KELLY	5041 FM 2920 RD.	SPRING	TX	77388	713-389-5501
SHAHJARAN, FARIDUDDIN	9920 HIGHWAY 90A, SUITE 100D	SUGAR LAND	TX	77478	281-242-7737
BUENO, NELSON A. & OLGA P.	6700 MAIN ST., SUITE 112	THE COLONY	TX	75056	469-579-4559
MOHAMED, AHMED ALY & FIGUEROA, JESSICA SOTO	27620 STATE HIGHWAY 249, SUITE A7	TOMBALL	TX	77375	281-516-4664
TAYLOR, DARRIE LYNN	126 WEST AMHERST ST.	TYLER	TX	75701	903-630-6379
SHEPPICK, PAUL, DIXIE & SHAWN	6743 SOUTH 1300 EAST #2	COTTONWOOD HEIGHTS	UT	84121	801-563-9900
SHEPPICK, PAUL D., DIXIE L. & SHAWN	934 NORTH STATE ST, SUITE 103	OREM	UT	84057	801-431-0991
PETERSON, JEFFREY	2165 JAMIESON AVE.	ALEXANDRIA	VA	22314	703-299-1150
ROWLEY, DAVID K.	4001 9TH ST. NORTH, SUITE 102	ARLINGTON	VA	22203	703-522-1944
ROWLEY, DAVID K.	2117 CRYSTAL PLAZA ARCADE	ARLINGTON	VA	22202	703-418-1700
SWEENEY, CAROLINE	9825 ATLEE COMMONS DRIVE, SUITE 124	ASHLAND	VA	23005	804-550-1607
INTIHAR, JAMES JR.	14158 WILLARD RD., SUITE H	CHANTILLY	VA	20151	703-378-4772
WALTON, DOUGLAS & BRENDA	4122 LAFAYETTE BLVD.	FREDERICKSBURG	VA	22408	540-898-7888
HEATH, HERBERT L. & LINDA M.	10148 WEST BRD. ST., SUITE 201	GLEN ALLEN	VA	23060	804-290-4407
ECKMAN, ANNA	319 SUNSET PARK DRIVE	HERNDON	VA	20170	703-787-6506
ELHARIRY, AYMAN & ELHARIRY, IMAN	108 DRY MILL RD. SW	LEESBURG	VA	20175	703-443-0007
RODZIANKO, MICHAEL & OKSANA	9766 CENTER ST.	MANASSAS	VA	20110	571-208-0782
SANIKOMMU, RAGHU RAMI R.	6821 TENNYSON DRIVE	MCLEAN	VA	22101	703-356-6612
PATRICK, JEFFREY & GAYLE CHONG	259 WEST YORK ST.	NORFOLK	VA	23510	757-627-4311
MEYERS, ALLAN	1720 EAST PARHAM RD.	RICHMOND	VA	23228	804-261-1776
VEJERANO, ARMELO & DEBORAH	7005 BACKLICK CT., 1ST FLOOR	SPRINGFIELD	VA	22151	571-378-0323
SHANMUGAM, DEEPAN R.	1880 HOWARD AVE., SUITE 101	VIENNA	VA	22182	703-992-0420
DELPHRY, JOSEPH M. & DELPHRY, JOHN R.	2310 VIRGINIA BEACH BLVD., SUITE 102	VIRGINIA BEACH	VA	23454	757-937-5706
HAYES, ERNEST R. III & AGNELLO, BRYAN C.	1628 N. INDEPENDENCE BLVD., SUITE 1536	VIRGINIA BEACH	VA	23455	757-464-6136
MORRIS, MELANIE B.	4655 MONTICELLO AVE., UNIT # 106	WILLIAMSBURG	VA	23188	757-378-5811
ELFAKHARANY, MOHAMED, SHALABY, SAMEER, SHALABY, SAMER	1455 OLD BRIDGE RD., SUITE 106	WOODBIDGE	VA	22192	703-910-7674
HEBERT, CAROLYN & WEBER, MICHAEL & LINDSEY	233 MAIN ST.	BATTLEBORO	VT	05301	802-254-6742
CUNNINGHAM, JON	113 ACORN LANE, SUITE 2	CLOUCHESTER	VT	05446	802-864-5440
CUNNINGHAM, JON	407 BARRE ST., SUITE 1	MONTPELIER	VT	05602	802-229-0660
OLSEN, CHRISTOPHER, MARBUT, DON & DUNSIRE, CHRISTOPHER	122 W. WISHKAH ST.	ABERDEEN	WA	98520	360-532-8791
RIX, DANIEL J.	3804 B ST. NW	AUBURN	WA	98001	253-735-0322
MEZISTRANO, BRUCE L. & LORI	1449 130TH AVE. NE	BELLEVUE	WA	98005	425-558-1862
TILLEY, MICHAEL RAY	4025 IRON GATE RD.	BELLINGHAM	WA	98226	360-738-3539
YOUNG, JASON & DIANNA	302 NE 6TH AVE.	CAMAS	WA	98607	360-834-4662
LUND, DARYL	151 NE HAMPE WAY B3-1	CHEHALIS	WA	98532	360-345-6813
FABER, PETER	3201 RUCKER AVE., UNIT B	EVERETT	WA	98201	425-259-8181
SEO, JEREMY, KIM, YOUNG HWAN & HYE SOON	32700 PACIFIC HIGHWAY SOUTH, SUITE 4	FEDERAL WAY	WA	98003	253-661-3626
GHAZARIAN, ALEXANDER & HARUTYUNYAN, TIGRAN	2707 JAHN AVE. NW, SUITE B10-B12	GIG HARBOR	WA	98335	253-853-3622
GARCIA, RACHEL L. & DAMON A.	180 NE JUNIPER ST.	ISSAQUAH	WA	98027	425-391-4950
VORSE, MICHAEL & CARLA	402 WEST MAIN ST.	KELSO	WA	98626	360-577-3257
MICK, WESTIN BOYD & MICK, JANET FAY	110 N. CASCADE ST.	KENNEWICK	WA	99336	509-586-7858
BROWN, JEFFREY G. & DAWN E.	1819 CENTRAL AVE. SOUTH, SUITE 80	KENT	WA	98032	425-251-4925
CULLINS, BRIAN & SHANNON	12700 NE 124TH ST., SUITE #4	KIRKLAND	WA	98034	425-821-2280
OLSEN, CHRISTOPHER S., MARBUT, DON EDWARD.	8410 30TH AVE. NE, UNIT A	LACEY	WA	98516	360-491-8195
PIEPER, SCOTT & MICHIE	6715 210TH ST. SW, UNIT C	LYNNWOOD	WA	98036	425-775-7907
ANDERSON, SHANE & MEAGAN	1025 BLACKLAKE BLVD.	OLYMPIA	WA	98502	360-754-8779
KRUGER, AARON & AMANDA	2102 EAST MAIN, SUITE 111	PUYALLUP	WA	98372	253-841-3161
RILEY, PAUL B. & MCMULLEN, ALISA M.	16292 REDMOND WAY	REDMOND	WA	98052	425-883-7464
GARCIA, DAMON A. & RACHEL L.	1120 SW 16TH ST., SUITE 1A	RENTON	WA	98057	425-251-8083
SOMMERVILLE, TODD A. & MELANIE O.	214 TORBETT ST., UNIT F	RICHLAND	WA	99354	509-943-2611
FONG, MATT	6047 CALIFORNIA AVE. SW	SEATTLE	WA	98136	206-402-3642
SEO, JEREMY WONKYU, KIM, YOUNG HWAN & KIM, HYE SOON	2505 3RD. AVE., SUITE 150	SEATTLE	WA	98121	206-448-8919
NICOLOUDAKIS, COLIN & NICOLOUDAKIS, NIKOLAS	10300 GREENWOOD AVE. NORTH	SEATTLE	WA	98133	206-522-9583
MOAZEZ, FARZAD & PARK, WILLIAM	2960 4TH AVE. SOUTH, SUITE 112 & 113	SEATTLE	WA	98134	206-464-0100
JOHNSON, SCOTT & CHRISTY	4201 E. TRENT AVE.	SPOKANE	WA	99202	509-534-2355
NEAL, CLINTON	256 W. RIVERSIDE AVE.	SPOKANE	WA	99201	509-624-2985
BISE, TROY R. & COLLETTE	10020 E. MONTGOMERY DRIVE	SPOKANE VALLEY	WA	99206	509-344-4600
BRUNSON, JEFF & ARNESON, CURT	1111 A ST.	TACOMA	WA	98402	253-383-4377

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**ACTIVE FRANCHISEES  
AS OF DECEMBER 31, 2023**

GARCIA, DAMON A. & RACHEL L.	4915 CENTER ST., SUITE A2	TACOMA	WA	98409	253-474-9900
ROSSETTI, JAMES E., JAMIE I., JUSTIN D. & JENNIFER A	7415 NE HIGHWAY 99, SUITE 103	VANCOUVER	WA	98665	360-892-7888
MCCLAIN, BRUCE	2700 NE ANDRESEN RD., SUITE E6	VANCOUVER	WA	98661	360-750-4447
LOKKEN, CRAIG	13432 LITTLE BEAR CK PKWY.	WOODINVILLE	WA	98072	425-402-7900
SEGHERS, BRUCE	104 SOUTH FIFTH AVE.	YAKIMA	WA	98902	509-452-6144
TOBIAS, TODD	626 STATE RD. 136	BARABOO	WI	53913	608-355-9916
ALLEN, SCOTT E. & ANGILA L.	13680 W. CAPITOL DR.	BROOKFIELD	WI	53005	262-781-9622
KREFT, MICHELLE & CHAD	1201 MILWAUKEE AVE., SUITE A	BURLINGTON	WI	53105	262-763-3000
WALDUSKY, MICHAEL	3005 LONDON RD.	EAU CLAIRE	WI	54701	715-839-8282
SHAFER, CHRIS & MICHELLE	507 WEST JOHNSON ST.	FOND DU LAC	WI	54935	920-923-0800
LANDOWSKI, BARRY	W156N9666 PILGRIM RD.	GERMANTOWN	WI	53022	262-255-7575
NIELSON, WILLIAM R. II	1029 W. MASON ST.	GREEN BAY	WI	54303	920-496-8870
MORANSKI, THOMAS M. & LORI A.	6211 SOUTH 27TH ST.	GREENFIELD	WI	53221	414-301-4055
KESKEY, PETER	596 OUTPOST CIR, SUITE C	HUDSON	WI	54016	715-377-7795
DUCKWORTH, TODD	303 WEST MILWAUKEE ST.	JANESVILLE	WI	53548	608-752-7428
BUTKE, DAVID	4219 75TH ST.	KENOSHA	WI	53142	262-694-1971
KENNEY, CHRISPIN, LYNN & CHRISPIN JR.	2790 S FISH HATCHERY RD.	MADISON	WI	53711	608-277-7500
BRAUND, MICHAEL E. & JOY A. & BRAUND, RENEE L.	4149 SOUTH 76TH ST.	MILWAUKEE	WI	53220	414-327-3600
SOLTYSIAK, DANIEL & CHANTELE	13823 W. NATIONAL AVE.	NEW BERLIN	WI	53151	414-425-2727
FLYNN, KEVIN	910 WEST BLVD.	RACINE	WI	53405	262-833-9299
MEYER, TIMOTHY J. & KIM R.	1115 N SUPERIOR AVE.	TOMAH	WI	54660	608-374-7746
MCGRATH, JOHN T.	1724-C SOUTH CHURCH ST.	WATERTOWN	WI	53094	920-206-1777
RIAN, MATTHEW C.	309 WEST MAIN ST.	WAUKESHA	WI	53186	262-923-7161
KENNEY, CHRISPIN D. & LYNN A.	113 SOUTH ST	WAUNAKEE	WI	53597	608-849-4831
BURNS, TIMOTHY & HUNTER KATHY	6407 WEST NORTH AVE.	WAUWATOSA	WI	53213	414-257-9500
TABAT, RONALD	1423 WEST WASHINGTON ST.	WEST BEND	WI	53095	262-338-2223
WILLIAMSON, JAMES & CARTER & BENNY CRITTENDON	817 8TH AVE.	HUNTINGTON	WV	25701	304-523-9562
WHITE, CHRISTOPHER S.	503 D ST.	SOUTH CHARLESTON	WV	25303	304-744-5264
WINGES, JASON ALEX & BRITTANY ANN	903 SOUTH GREELEY HWY., SUITE E	CHEYENNE	WY	82007	307-635-8621

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**Exhibit I to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

**List of Terminated, Canceled or Not  
Renewed Franchisees**

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

**CLOSED AS OF DECEMBER 31, 2023**

<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>STORE LOCATION</b>	<b>STATE</b>	<b>MAIN PHONE</b>
KORNFELD	STEVE, PAULINE, MATTHEW & BETH	FT. LAUDERDALE	FL	954-761-1919
**MILLER	KIMBERLY	HICKORY HILLS	IL	708-598-4915
*BRAHLER	KEVIN	NAPERVILLE	IL	630-369-1360
*STURM	WILLIAM PARK	VILLA PARK	IL	630-279-0400
HURLEY	MICHAEL	WEST NEWTON	MA	617-244-7001
NGUYEN	DANH	BOSTON	MA	617-506-1541
MORSBERGER	BARBARA	BALTIMORE	MD	410-282-6660
MORSBERGER	BARBARA	BALTIMORE	MD	410-558-1170
MANHART	THOMAS	OMAHA	NE	402-955-0400
PAGLINAWAN	BRYAN, ROBERT & BRYCE	PORTLAND	OR	503-221-5763
YAJNIK	RAJIV & RENU	SOUTHAMPTON	PA	267-288-5029
OKAFOR	CHRIS	PAOLI	PA	484-320-8770

\*NOTE: These franchisees have left the system due to Non-Renewal of their Franchise Agreement.

\*\*NOTE: These franchisees have consolidated their location with another existing location.

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**TRANSFERS AS OF DECEMBER 31, 2023**

LAST NAME	FIRST NAME	STATE LOCATION	STATE	MAIN PHONE
FALK	SAMUEL & MARIA	HAYWARD	CA	510-581-8113
NG	KEITH & JOELY	LA PALMA	CA	714-739-4110
BERG	PAMELA & KEVIN	PANORAMA CITY	CA	818-891-8282
KURNICK	NORMAN & BONNIE	VALLEY VILLAGE	CA	818-762-7501
BELTRAN, MORENO & JAMES	DINO & DARIN, RAFAEL and RACHEL	ROHNERT PARK	CA	707-521-9810
SAPPINGTON	MICHAEL & ANNE	SAN DIEGO	CA	619-696-3422
*LIANG	EUGENE	MORGAN HILL	CA	408-778-1311
WEBER	STEVE & GAIL	NORWICH	CT	860-887-7468
ORR	MICHAEL	BOCA RATON	FL	561-392-8626
HOWARD & MILLER	BONNIE & BEVERLY	NEW PORT RICHEY	FL	727-849-5883
KORHONEN	ERIC & TAMARA	LARGO	FL	727-535-3800
DEHBOZORGI	REZA RAY	MIAMI	FL	925-484-2657
JANCICH	CHRISTOPHER	FORT MYERS	FL	239-387-5355
WATSON	TIMOTHY & BARB	JUPITER	FL	561-575-3037
MEDINA	MARIA	FORT LAUDERDALE	FL	954-731-5300
CHAVIS	BLAKE	ALPHARETTA	GA	470-719-9806
LAVENDER	ROBERT	ATLANTA	GA	404-261-3700
TAUSS & VOGT	NANCY & EDDIE	ROSWELL	GA	770-998-0550
*BIGGER	JORDAN	SOUTH ELGIN	IL	847-289-9030
GARIEPY	NORMAN	MILFORD	MA	508-478-8511
DE VINCENTIS	JOSEPH	MALDEN	MA	781-324-2600
BRODERICK	PHILIP MARTING	BEVERLY	MA	978-927-8757
GRIM	LOUANN & JEFFREY	OCEAN CITY	MD	410-723-1292
SALAAM & KHALIFAH	NAILAH, HAROON & INAYAH	COLUMBIA	MD	410-997-3336
*KITTLE	PATRICK	DENMARK	ME	207-452-2931
KIECKER	GARY	NEW BRIGHTON	MN	651-633-4933
*KESKEY	PETER	ST. PAUL	MN	651-288-0949
LIPSKY	DALE	ROCHESTER	MN	507-288-4777
GOUGE	JAMES	HIGH POINT	NC	336-854-1551
RIECHERS & HARRIS	MICHAEL & ELIZABETH	DURHAM	NC	919-544-1777
KITTLE	PATRICK	NORTH CONWAY	NH	603-356-2010
JACKSON & RADHAKRISHNAN	SCOTT & BUVANA	NORTH BRUNSWICK	NJ	732-867-9902
ANDREWS	CHAUNTAL & ZACHARY	ALBUQUERQUE	NM	505-881-0164
PARKER	MITCHELL	SYOSSET	NY	516-364-2730
RONIS	JOEL ADAM	PORT WASHINGTON	NY	516-944-4449
KUHN	LAURENCE	LIVERPOOL	NY	315-652-4200
HUTTON	MASON	DAYTON	OH	937-890-0783
BOWEN	JORDAN	SOLOM	OH	440-543-5547
LAMB	DAVID	ELYRIA	OH	440-365-9377
MCDERMOTT	RONALD & KEVIN	HERMITAGE	PA	724-346-1105
BUTT	KIRK	GREENVILLE	SC	864-987-0412
DAY & MILLER	DERRICK, TERRY, & BRIAN	TOMBALL	TX	281-516-4664
BALDRIDGE	MORRIS	MANSFIELD	TX	817-453-5980
MCCLURE	MICHAEL	MISSOURI CITY	TX	832-987-1385
MERCER	DERECK	HOUSTON	TX	713-973-6666
*BALDRIDGE	MORRIS	FORT WORTH	TX	817-864-3000
BARRERA & GONZALEZ	LINA & LIBARDO	KATY	TX	832-437-8354
GUERRERO	EDWARD	MCLEAN	VA	201-991-1030
BERG	MICHAEL & AARON	ASHLAND	VA	804-550-1607
RAI	VIVEK	VIENNA	VA	703-992-0420
*SEGHERS	BRUCE ALAN	RICHLAND	WA	509-943-2611
WANG, FENG & RAMA	ZHENG, JIPING & NISHEED & KAVITA	SEATTLE	WA	206-522-9583
WALSH	KEITH ALAN	WOODINVILLE	WA	425-402-7900
GOLAN	ANDREW	AUBURN	WA	253-735-0322

\*This franchisee remains in the system through ownership of another location.

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

**Exhibit J to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

**State-Specific Addendum to Disclosure  
Document and Franchise Agreement**

**ADDITIONAL DISCLOSURE FOR THE  
MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT  
OF MINUTEMAN PRESS INTERNATIONAL, INC.**

The following are additional disclosures for the Franchise Disclosure Document of Minuteman Press International, Inc. required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

**CALIFORNIA**

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

1. The following is added at the end of Item 3:

Neither we nor any persons identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

2. The following paragraphs are added at the end of Item 17:

California Business and Professions Code Sections 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 apply.

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

The Franchise Agreement requires you to sign a general release if you renew or transfer your franchise. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§ 31000 through 31516). Business and Professions Code § 20000 through 20043).

The Franchise Agreement requires binding arbitration. The arbitration will occur in Suffolk County, New York with the costs being borne by both 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 § 20040.5, Code of Civil Procedure § 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et. sq.), but franchisor will enforce it to the extent enforceable.

The Franchise Agreement requires application of the laws of the State of New York. This provision might not be enforceable under California law.

3. The following is added to the end of Item 19:

The financial performance representations do not reflect the cost of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or 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 full service printing center. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

4. Minuteman's website is located at [www.minutemanpress.com](http://www.minutemanpress.com). OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT [www.corp.ca.gov](http://www.corp.ca.gov).

5. 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.

## **ILLINOIS**

1. Illinois law governs the Franchise Agreement.

2. 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, arbitration may take place outside of Illinois.

3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. 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.



5. 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.

## **MARYLAND**

The following are additional disclosures for the Franchise Disclosure Document of Minuteman Press International, Inc. required by the Maryland Franchise Registration and Disclosure Law.

1. The following is added to the end of “Summary” sections of Item 17(c), entitled **Requirements for you to renew or extend**, and Item 17(m), entitled **Conditions for our approval of transfer**:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – defaults which cannot be cured**:

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

3. The “Summary” sections of Item 17(v), entitled **Choice of forum**, is amended to add the following:

17(v) Litigation must be brought in a State or Federal Court located in Suffolk County, New York, except for claims arising under the Maryland Franchise Registration and Disclosure Law in which case a franchisee may sue in the State of Maryland, provided that any such claims must be brought within three (3) years after the grant of the franchise.

4. 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.

*See also, Addendum to Franchise Agreement for the State of Maryland at Exhibit A of this Disclosure Document.*

## **MICHIGAN**

### **THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful 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 section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for a 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 sub-franchisor.
- (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

Any questions regarding this notice should be directed to:

State of Michigan  
Department of Attorney General  
**CONSUMER PROTECTION DIVISION**  
Attention: Franchise  
670 Law Building  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117

## **MINNESOTA**

1. **Renewal, Termination, Transfer and Dispute Resolution.** The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain

specified cases, that you be given 90 days notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. Those provisions also provide that nothing in the Disclosure Document or Franchise Agreement shall in any way be abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Any release required as a condition of renewal or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

2. **Trademarks.** The following is added at the end of Item 13:

To the extent required by the Minnesota Franchises Act, we will protect your rights to use the trademarks, service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the trademarks.

3. 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.

## **NEW YORK**

1. The following information is added to the cover page of the Disclosure Document:

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

**THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.**

2. The following is added at the end of Item 3:

With regard to us, our predecessor, the persons identified in Item 2, or an affiliate offering franchises under our principal trademark:

- A. Except as disclosed above, there is no pending administrative, criminal, or civil action alleging: a felony; 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. Except as disclosed above, no such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten (10) year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action alleging: violation of a franchise, antitrust, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable allegations.
- C. Except as disclosed above, no such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a franchise as real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither we nor any of our predecessors, affiliates, officers, or general partners have, during the ten (10) year period immediately preceding the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts

under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one (1) year after that officer or general partner of ours held this position in the company or partnership.

4. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for you to renew or extend**, and Item 17(m), entitled **Conditions for Minuteman’s approval or 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.

1. The following is added to the end of the “Summary” section of Item 17(j), entitled **Assignment of contract by Minuteman**:

However, to the extent required by applicable law, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

## **NORTH DAKOTA**

1. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for you to renew or extend**, and Item 17(m), entitled **Conditions for Minuteman’s approval of transfer**:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The following is added to the end of the “Summary” section of Item 17(r), entitled **Non-competition covenants after the franchise is terminated or expires**:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

3. The following is added to the end of the “Summary” section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**:

To the extent required by North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

4. The “Summary” section of 17(v), entitled **Choice of forum**, is deleted and replaced with the following:

Litigation generally must be in New York, except that, subject to your arbitration obligation, and to the extent required by North Dakota Franchise Investment Law you may bring an action in North Dakota.

5. The “Summary” section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the State of New York shall apply.

6. 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.

## **RHODE ISLAND**

1. The “Summary” section of Item 17(u), entitled **Dispute Resolution** is supplemented with the following:

Rhode Island Franchise Investment Act, §19-28.1-21 states: a) A person who violates any provision of this Act is liable to the franchisee for damages, costs, and attorneys and experts fees. In the case of a violation of §19-28.1-5, 19-28.1-8, or 19-28.1-17(a) through (e) inclusive, of the Act, the franchisee may also sue for rescission. No person will be liable under this section if the defendant proves that the plaintiff knew the facts concerning the violation. (b) Every person who directly or indirectly controls a person liable under this section, every principal executive officer or director of a person so liable, every person occupying a similar status or performing similar functions, and every agent, employee of a person so liable, who materially aids in the act or transaction constituting the violation, is also liable jointly and severally with and to the same extent as such person, unless the person liable proves he or she did not know, and in the exercise of reasonable care could not have known, of the existence of the fact by reason of which the liability is alleged to exist.

2. The “Summary” section of Items 17(v) and (w), entitled **Choice of Forum** and **Choice of Law** is supplemented with the following:

Rhode Island Franchise Investment Act, §19-28.1-14 states: A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

3. 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.

## **VIRGINIA**

The following paragraph is added to the end of Item 17:

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 grounds 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.

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.

## **WASHINGTON**

The following paragraphs are added at the end of Item 17:

In the event of a conflict of laws, to the extent required by the Act, the provisions of the Act, Chapter 19.100 RCW, shall 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. These 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 shall 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 shall not include rights under the Washington Franchise Investment Protection Act or any rule 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectible 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.

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.

ADDENDUM TO  
FRANCHISE AGREEMENT FOR THE  
STATE OF ILLINOIS

This Addendum shall pertain to franchises sold in the State of Illinois and shall be for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Illinois law governs the Franchise Agreement.
2. 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, arbitration may take place outside of Illinois.
3. Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. 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.
5. 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.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Franchisor

BY: \_\_\_\_\_  
Franchisee

BY: \_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Entity Name

BY: \_\_\_\_\_  
Name & Title

A \_\_\_\_\_ organized under  
the laws of the State of \_\_\_\_\_.

ADDENDUM TO  
FRANCHISE AGREEMENT FOR THE  
STATE OF MARYLAND

This Addendum shall pertain to franchises sold in the State of Maryland and shall be for the purpose of complying with Maryland statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Paragraphs 7(b) and 16(c) are amended to provide that, pursuant to COMAR 02.02.08.16L, the general release that may be required as a condition of sale, renewal, or assignment shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law, provided any claims are brought within an applicable statute of limitations.

2. Paragraph 24 and the Franchisee's Ratification are hereby amended to provide that any disclaimers or acknowledgements by Franchisee or any representations requiring a franchisee to assent to a release, estoppel or waiver of liability are not intended to nor shall act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Paragraph 21(b) is amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

4. Paragraph 23(h) is amended to provide that Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. 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.

6. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Franchisor

BY: \_\_\_\_\_  
Franchisee

BY: \_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Entity Name

BY: \_\_\_\_\_  
Name & Title

A \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_.

ADDENDUM TO  
FRANCHISE AGREEMENT FOR THE  
STATE OF MINNESOTA

This Addendum shall pertain to franchises sold in the State of Minnesota and shall be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. To the extent required by Minnesota law, Minuteman will undertake the defense of any claim of infringement by third parties involving Minuteman's trademarks, and Franchisee will cooperate with the defense in any reasonable manner prescribed by Minuteman with any direct cost of such cooperation to be borne by Minuteman.

2. Minnesota law provides franchisees with certain termination and non-renewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 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 for non-renewal of the franchise agreement.

3. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from: (i) requiring litigation to be conducted outside Minnesota; and (ii) requiring a general release as a condition to the renewal of your Franchise Agreement. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

4. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Franchisor

BY: \_\_\_\_\_  
Franchisee

BY: \_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Entity Name

BY: \_\_\_\_\_  
Name & Title

A \_\_\_\_\_ organized under the  
laws of the State of \_\_\_\_\_.

ADDENDUM TO  
FRANCHISE AGREEMENT FOR THE  
STATE OF NORTH DAKOTA

This Addendum shall pertain to franchises sold in the State of North Dakota and shall be for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Paragraphs 7(b) and 16(c) of the Franchise Agreement provide for a general release if the Franchise is renewed, sold or transferred. These provisions may not be enforceable under the North Dakota Franchise Investment Law.

2. Paragraph 19 is amended by the addition of the following sentence at the end of such provision:

Covenants not to compete such as those mentioned above are unenforceable to the extent prohibited under North Dakota law.

3. The third sentence of Paragraph 21(b) is hereby deleted in its entirety.

4. Paragraph 23(h) is amended to provide that any provisions in the Franchise Agreement which designate jurisdiction or venue, or require Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

5. The second sentence of Paragraph 23(c) is hereby deleted in its entirety.

6. Paragraph 23(i) is hereby deleted in its entirety.

7. The North Dakota Securities Commissioner has held that franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota, are unfair, unjust, or inequitable within the intent of the North Dakota Franchise Investment Law.

8. To the extent required by the North Dakota Franchise Investment Law, Paragraph 15(c) is deleted.

9. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Franchisor

BY: \_\_\_\_\_  
Franchisee

BY: \_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Entity Name

BY: \_\_\_\_\_  
Name & Title

A \_\_\_\_\_ organized under  
the laws of the State of \_\_\_\_\_.

ADDENDUM TO  
FRANCHISE AGREEMENT FOR THE  
STATE OF RHODE ISLAND

This Addendum shall pertain to franchises sold in the State of Rhode Island and shall be for the purpose of complying with Rhode Island statutes and regulations. The Rhode Island Franchise Investment Act, §19-28.1-14 provides that *“a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”*

Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Paragraph 23(h) is deleted in its entirety.
2. Paragraph 23(j) is hereby deleted in its entirety and the following substituted in lieu thereof:

Except to the extent governed by the United States Trademark Act of 1946 Lanham Act, 15 U.S.C. §§ 1051 et seq.), this Agreement and any other agreement relating to this Agreement and all transactions contemplated by this Agreement and any other agreement relating to this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of New York. The parties agree that any state law regulating the sale of franchises or governing the relationship of a Franchisor and its franchisee will not apply unless the jurisdictional requirements are met independently without reference to this paragraph. However, Rhode Island law will govern if the jurisdictional requirements of the Rhode Island Franchise Investment Act are met.

3. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Franchisor

BY: \_\_\_\_\_  
Franchisee

BY: \_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Entity Name

BY: \_\_\_\_\_  
Name & Title

A \_\_\_\_\_ organized under  
the laws of the State of \_\_\_\_\_.

ADDENDUM TO  
FRANCHISE AGREEMENT FOR THE  
STATE OF VIRGINIA

This Addendum shall pertain to franchises sold in the State of Virginia and shall be for the purpose of complying with Virginia statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. 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 grounds 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.
  
2. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Franchisor

BY: \_\_\_\_\_  
Franchisee

BY: \_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Entity Name

BY: \_\_\_\_\_  
Name & Title

A \_\_\_\_\_ organized under  
the laws of the State of \_\_\_\_\_.

ADDENDUM TO  
FRANCHISE AGREEMENT FOR THE  
STATE OF WASHINGTON

This Addendum shall pertain to franchises sold in the State of Washington and shall be for the purpose of complying with Washington statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

The following paragraphs are added to the end of the Franchise Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the "Act") and the rules and regulations promulgated thereunder, the Franchise Agreement shall be modified as follows:

1. In the event of a conflict of laws, to the extent required by the Act, the provisions of the Act, Chapter 19.100 RCW, shall prevail.
2. 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 might also be court decisions which supersede the franchise agreement in your relationship with franchisor including the areas of termination and renewal of your franchise.
3. 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.
4. A release or waiver of rights executed by 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.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimate or actual costs in effecting a transfer.
6. 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.

7. 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) solicitating 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.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Franchisor

BY: \_\_\_\_\_  
Franchisee

BY: \_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Entity Name

BY: \_\_\_\_\_  
Name & Title

A \_\_\_\_\_ organized under  
the laws of the State of \_\_\_\_\_.

ADDENDUM TO  
FRANCHISE AGREEMENT FOR THE  
STATE OF WISCONSIN

This Addendum shall pertain to franchises sold in the State of Wisconsin and shall be for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Paragraph 15 shall be extended as follows:

For all franchises sold in the State of Wisconsin, Franchisor shall provide Franchisee at least ninety (90) days prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice shall state all the reasons for termination, cancellation, or substantial change in competitive circumstances and shall provide that Franchisee has sixty (60) days in which to rectify any claimed deficiency. If the deficiency is rectified within sixty (60) days, the notice shall be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Franchisee shall be entitled to written notice of such default, and shall have not less than ten (10) days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Franchise Agreement or a related document between Franchisor and Franchisee inconsistent with the Law.

3. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

MINUTEMAN PRESS INTERNATIONAL, INC.

BY: \_\_\_\_\_  
Franchisor

BY: \_\_\_\_\_  
Franchisee

BY: \_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Entity Name

BY: \_\_\_\_\_  
Name & Title

A \_\_\_\_\_ organized under  
the laws of the State of \_\_\_\_\_.

**Exhibit K to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

## **General Release**

**GENERAL RELEASE**

\_\_\_\_\_, residing at \_\_\_\_\_ (“Franchisee”), for and in consideration of the sum of One Dollar (\$1.00), cross-releases and other good and valuable consideration received from MINUTEMAN PRESS INTERNATIONAL, INC. with principal offices located at 61 Executive Blvd., Farmingdale, New York 11735 (“Minuteman”), receipt of which is acknowledged, does hereby release and forever discharge Minuteman, its directors, officers, employees, agents, subsidiaries, successors and/or assigns, and all persons, natural or corporate in privity with them, from all claims, demands and causes of action, known or unknown in law or equity, that Franchisee may now have or that might subsequently accrue to Franchisee upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day and date of this release. Franchisee specifically releases the following claims:

Any and all claims arising out of, or as a result of the execution and performance of a certain Franchise Agreement executed between Franchisee and Minuteman dated \_\_\_\_\_.

*\*This document is not intended to nor shall act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.*

This release may not be modified, amended or changed orally. Franchisee has carefully read the foregoing release and knows and understands the contents.

IN WITNESS WHEREOF, the Franchisee has duly executed this instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
FRANCHISEE

**Exhibit L to Disclosure Document  
MINUTEMAN PRESS INTERNATIONAL, INC.**

**Xerox Lease**

# Lease Agreement



Customer:

BillTo:

Install:

Tax ID#:

Negotiated Contract :

**SAMPLE DOCUMENT: ACTUAL TERMS AND CONDITIONS WILL VARY BASED UPON PRODUCTS ORDERED AND WILL REFLECT XEROX'S THEN CURRENT TERMS, WHICH ARE SUBJECT TO UPDATES FROM TIME TO TIME.**

## Solution

Item	Product Description	Agreement Information	Requested Install Date
		Lease Term: Purchase Option:	

## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
Total		Minimum Payments (Excluding Applicable Taxes)			

## Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 5 pages including this face page.</p> <p>Signer: _____ Phone: _____</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p>For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a></p>
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## Terms and Conditions

**SOLUTION/SERVICES:**

**1. PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

**2. CONSUMABLE SUPPLIES.** Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

**3. CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

**4. RESPONSIBILITY FOR MEETING CERTAIN CUSTOMER REQUIREMENTS.** You are solely responsible for fulfilling all of your obligations set forth in the Customer Expectations Document or Customer Expectation & Installation Guide, as applicable, for the Equipment executed by you contemporaneously with this Agreement, and which is deemed incorporated by reference into this Agreement ("CED/CEIG"), including, but not limited to, meeting all environmental, product space and power, media, and network connectivity requirements. In addition, the CED/CEIG and informational guides provided to you by Xerox set forth certain operator maintenance activities that you are responsible for performing at the intervals indicated therein. You may have Xerox perform, or assist in the performance of, any of these operator maintenance activities, subject to the availability of Xerox certified technicians, upon your agreement to pay Xerox's then-prevailing service call rates.

**5. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As your

exclusive remedy for Xerox's failure to provide Maintenance Services, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Transmission is interrupted, Xerox may estimate the reading and bill you accordingly.

**6. EXTRA LONG PRINTS.** The following Equipment model(s), VR4100 may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

**7. EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

**8. SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement

## Terms and Conditions

or otherwise made subject to a separate license agreement.

**9. SOFTWARE SUPPORT.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

**10. DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

**PRICING PLAN/OFFERING SELECTED:**

**11. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

**12. PAYMENT.** Payment must be received by Xerox within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from your bank account. If you have any special or customized invoicing requirements, Xerox reserves the right to charge you a customization fee of \$100 per invoice. Restrictive covenants on payment instruments will not reduce your obligations.

**13. OTHER CHARGES.** You will pay a one-time documentation fee of \$100 for this Agreement. If a payment is not received by Xerox by the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater. If after the signature date of this Agreement, you request a copy of this Agreement, Xerox reserves the right to charge you a documentation fee of \$125 per copy.

**14. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**15. DELIVERY, REMOVAL & RELOCATION.** Xerox will be responsible for all standard delivery charges for Equipment. You will be responsible for (a) all removal charges for Equipment; (b) any non-standard delivery charges; and (c) any Equipment relocation. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by

Xerox and may not be to a location outside of the U.S.

**16. TAXES.** You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

**17. PURCHASE OPTION.** If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

**18. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

**19. DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

**GENERAL TERMS & CONDITIONS:**

**20. NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

**21. REPRESENTATIONS.** The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

**22. LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

**23. CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

**24. FORCE MAJEURE.** Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

**25. PROTECTION OF XEROX'S RIGHTS.** If for any reason whatsoever, this transaction is re-characterized as a secured financing, you are deemed to have granted to Xerox a first priority security interest in the Equipment in order to secure your performance under this Agreement. You authorize Xerox or its agent to file, by any



## Terms and Conditions

permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

**26. WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

**27. INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

**28. TITLE & RISK OF LOSS AND INSURANCE.** Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Equipment insured against loss or damage and the policy will name Xerox as a loss payee ("Required Insurance"). You must provide Xerox or our agents, designees or assigns with satisfactory evidence of Required Insurance within 30 days of the commencement of this Agreement or any subsequent written request by Xerox or our agents, designees or assigns. IF YOU DO NOT PROVIDE SUCH EVIDENCE, THEN, IN LIEU OF OTHER REMEDIES FOR DEFAULT, XEROX, IN ITS DISCRETION AND AT ITS SOLE OPTION, MAY OBTAIN INSURANCE FROM AN INSURER OF ITS CHOOSING, IN SUCH FORMS AND AMOUNTS AS XEROX DEEMS REASONABLE TO PROTECT ITS INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XEROX; IT WILL NOT NAME YOU AS AN INSURED, MAY NOT COVER ALL OF YOUR OBLIGATIONS UNDER THIS AGREEMENT AND WILL BE SUBJECT TO CANCELLATION BY XEROX OR THE INSURER AT ANY TIME. YOU AGREE TO PAY XEROX PERIODIC CHARGES FOR SUCH EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY AND/OR BILLING AND PROCESSING FEES WHICH MAY GENERATE A PROFIT TO XEROX OR A THIRD PARTY. XEROX MAY ADD INSURANCE CHARGES TO EACH INVOICE. **XEROX SHALL DISCONTINUE BILLING OR DEBITING INSURANCE CHARGES FOR EQUIPMENT INSURANCE UPON RECEIPT FROM YOU OF SATISFACTORY EVIDENCE OF REQUIRED INSURANCE.** Neither loss nor damage to Equipment or Xerox's receipt of insurance proceeds relieve you of any of your remaining obligations under this Agreement. YOU AGREE (i) AT XEROX'S OPTION, TO ARBITRATE ANY DISPUTE WITH XEROX OR OUR AGENTS, DESIGNEES OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN MONROE COUNTY, NY, (ii) ARBITRATION (NOT A COURT) IS THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Agreement.

**29. ASSIGNMENT.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e)

you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee. In the event Xerox consents to an assignment, you will pay the applicable costs related to the assignment and documentation change, which will not exceed \$500.

**30. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

**31. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment,

[Terms and Conditions](#)

Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.



**GUARANTY**

THIS CONTINUING GUARANTY ("Guaranty") is entered into between XEROX ("Xerox") and:

GUARANTOR: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_  
 \_\_\_\_\_ (Telephone Number)  
 \_\_\_\_\_ (Tax Identification / Social Security Number)

The party named on the first line above, whether individual or corporation, is the GUARANTOR subject to all the terms of this Guaranty. This Guaranty relates to extension of credit by XEROX to:

CUSTOMER: \_\_\_\_\_ (Legal Name on Contract)

**RECITALS**

- CUSTOMER is seeking to obtain credit from XEROX.
- XEROX requires security for payment of the current and all future obligations of CUSTOMER to XEROX (the "Obligations").
- GUARANTOR is willing to furnish the required security in the form of a guaranty of payment of the current and future Obligations of CUSTOMER.

IN CONSIDERATION of the extension of credit by XEROX to CUSTOMER, GUARANTOR agrees as follows:

**TERMS**

GUARANTOR unconditionally guarantees to XEROX payment at maturity or by acceleration of all Obligations that CUSTOMER owes to XEROX, now and in the future. Guarantor authorizes XEROX (or its agent) to obtain personal credit reports (including in connection with credit analysis or subsequent review, collection or enforcement of your obligations hereunder), make such other credit inquiries as XEROX (or its agents or assigns) may deem necessary, furnish payment history information to credit reporting agencies, and release to prospective assignees of this Guaranty, or any rights hereunder, information Xerox has about you and this Guaranty. GUARANTOR shall also pay to XEROX reasonable attorney's fees and all costs and expenses incurred in collecting payments from CUSTOMER or enforcing this Guaranty.

The Guaranty shall be revolving and continuous, and shall include Obligations of CUSTOMER to XEROX which now exist or are incurred in the future by CUSTOMER, until XEROX receives written revocation from GUARANTOR sent via certified mail, return receipt requested to Xerox at the following address: Xerox Corporation, 800 Philips Rd, Webster, NY 14580, Attention: HQ Credit Risk Department. The written revocation shall not impair or terminate GUARANTOR'S liability with respect to any Obligations incurred by CUSTOMER prior to XEROX's receipt of said revocation.

GUARANTOR waives the giving of any notices and the making of any demands. GUARANTOR agrees that XEROX may increase the amount of, extend or change the form of any Obligations, change the time of deliveries or payments, or otherwise modify the terms of Obligations, all without in any manner affecting GUARANTOR'S liability hereunder. GUARANTOR agrees that in the event of default by CUSTOMER, GUARANTOR'S liability shall not be conditioned upon making demand on or attempting to collect from CUSTOMER or any obligor, or XEROX instituting suit or foreclosing upon any lien or security interest in satisfaction of the obligations of CUSTOMER. Guarantor waives notice of adverse change in CUSTOMER's financial condition, of any other fact that might materially increase the risk of GUARANTOR, and all defenses based on impairment of collateral. In any action to enforce this Guaranty, GUARANTOR agrees that Xerox may use a reproduction (e.g. electronic image, photocopy, fax) of this Guaranty which shall be considered an equivalent to the original and shall be admissible in any action to enforce this Guaranty.

This Guaranty constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). GUARANTOR CONSENTS TO THE JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS IN MONROE COUNTY, NEW YORK. **IN ANY ACTION TO ENFORCE THIS GUARANTY, GUARANTOR AGREES TO WAIVE ITS RIGHT TO A JURY TRIAL.**

This Guaranty shall continue until all obligations of CUSTOMER are fully satisfied, and shall bind the heirs, executors, administrators, SUCCESSORS and assigns of the GUARANTOR.

Signed this 21 day of 2, 2023.

<p><b>IF PERSONAL GUARANTY:</b></p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p>(Print name of GUARANTOR)</p>	<p><b>IF CORPORATE GUARANTY:</b></p> <p>Corporate Name: _____</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p>_____</p> <p>(Signature)</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p>By: _____</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p>_____</p> <p>Title:</p>
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## STATE EFFECTIVE DATES

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

This 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 Dates stated below:

California:	Exempt
Hawaii:	Pending
Illinois:	Exempt
Indiana:	Exempt
Maryland:	Pending
Michigan:	Pending
Minnesota:	Pending
New York:	Exempt
North Dakota:	Pending
Rhode Island:	Pending
South Dakota:	Pending
Virginia:	Pending
Washington:	Exempt
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 seller-assisted marketing plans.

# RECEIPT

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

If we offer you a franchise, we must provide this disclosure document to you at least 14 calendar days (or longer in some states) before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the relevant state agency listed in Exhibit E.

The name, principal address and telephone number of each franchise seller for this offering is:  
\_\_\_\_\_, and Minuteman Press International, Inc., 61 Executive Blvd., Farmingdale, NY 11735, (631) 249-1370.

We authorize service of process on the respective state agencies listed in Exhibit E.

I have received the disclosure document dated March 31, 2024, including the following Exhibits:

- |           |  |
|-----------|--|
| Exhibit A | Franchise Agreement with Schedules                                     |
| Exhibit B | ML Leasing Equipment Lease   |
| Exhibit C | Deposit Receipt  |
| Exhibit D | State Administrators and Agents for Service of Process                 |
| Exhibit E | Table of Contents for Operations Manual                                |
| Exhibit F | Assignment of Franchise Agreement                                      |
| Exhibit G | Financial Statements   |
| Exhibit H | List of Current Franchisees  |
| Exhibit I | List of Terminated, Canceled or Not Renewed Franchisees                |
| Exhibit J | State-Specific Addendum to Disclosure Document and Franchise Agreement |
| Exhibit K | General Release  |
| Exhibit L | Xerox Lease  |

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name

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Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name

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\_\_\_\_\_  
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