FRANCHISE DISCLOSURE DOCUMENT

Cellairis Franchise, Inc.
6485 Shiloh Road
Building B, Unit # 100
Alpharetta, GA 30005
(678) 513-4020
franchiseinfo@cellairis.com
www.cellairis.com

The franchisee will sell wireless device accessories including cellular telephone accessories and related services such as cell phone and wireless device repair from one of three types of outlets. The three types of outlets are (1) a Retail Merchandising Unit (an **"RMU"**); (2) an Interactive Kiosk; or (3) a Full Store.

The total investment necessary to begin operation of (1) a Cellairis RMU franchise ranges from $43,060 to $90,775, (2) an Interactive Kiosk franchise ranges from $90,860 to $163,275, and (3) a Full Store franchise ranges from $182,300 to $397,025. This includes (1) $25,225 to $58,600 that must be paid to the franchisor or its affiliate for an RMU, (2) $69,925to $128,100 that must be paid to the franchisor or its affiliate for an Interactive Kiosk, and (3) $129,875 to $316,950 that must be paid to the franchisor or its affiliate for a Full Store.

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

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 10, 2014

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit B** for information about the franchisor or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE CERTAIN DISPUTES WITH US BY ARBITRATION ONLY AT A SUITABLE LOCATION WITHIN THE BOUNDARIES OF THE CITY OF ATLANTA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. WE HAVE THE RIGHT TO BRING CERTAIN ACTIONS, CLAIMS, AND SUITS IN THE FEDERAL OR STATE COURT IN GEORGIA. IT MAY COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN GEORGIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT GEORGIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOU MUST OPERATE THE FRANCHISE ONLY AT THE LOCATION SPECIFIED WHEN THE FRANCHISE IS PURCHASED. IF YOU SUBSEQUENTLY LOSE THE RIGHT TO OPERATE AT THE ORIGINAL LOCATION, WE HAVE THE RIGHT TO TERMINATE YOUR FRANCHISE.
4. YOU DO NOT RECEIVE AN EXCLUSIVE TERRITORY. WE MAY ESTABLISH COMPANY OWNED AND FRANCHISED OR LICENSED OUTLETS ANYWHERE, AND MAY ESTABLISH OTHER CHANNELS OF DISTRIBUTION AND SELL OR DISTRIBUTE ANY PRODUCT OR SERVICE TO THE GENERAL PUBLIC, UNDER THE SAME AND/OR DIFFERENT TRADEMARK, IN COMPETITION WITH YOU.
5. YOU MUST PAY ROYALTY FEES OF AT LEAST $800 PER MONTH FOR YOUR FIRST YEAR, $850 PER MONTH FOR YOUR SECOND YEAR, $900 PER MONTH FOR YOUR THIRD YEAR, $950 PER MONTH FOR YOUR FOURTH YEAR, AND $1,000 PER MONTH FOR YOUR FIFTH YEAR, EVEN IF THE FRANCHISE HAS NO REVENUE.
6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the service of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Effective Date: See the next page for state effective dates.

ATTACHMENT "1"
STATE EFFECTIVE DATES

The effective dates of registration of this Disclosure Document or exemption in the states listed below are:

California	
Connecticut	April 2, 2008
Florida	June 9, 2013
Hawaii	
Illinois	
Indiana	
Kentucky	May 19, 2006
Maryland	
Michigan	
Minnesota	
Nebraska	May 16, 2006
New York	
North Dakota	
Rhode Island	
South Carolina	April 11, 2008
South Dakota	
Texas	June 5, 2006
Utah	July 17, 2013
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is the issuance date of April 10, 2014.

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A	State-Specific Addendum
B	State Administrators
C	Agents For Service of Process
D	Franchise Agreement
E	Sub-license Agreement
F	Personal Guaranty and Subordination Agreement
G	Conditional Lease Assignment Agreement
H	Cellairis Franchised Stores
I	Audited Financial Statements
J	General Release
K	List of Former Franchises
L	WorldPay Customer Processing Agreement
M	Franchise Disclosure Questionnaire
N	Receipt

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is Cellairis Franchise, Inc. and is referred to in this disclosure document as "we", "us", or "Cellairis". The person who buys a Cellairis® franchise is referred to as "you" in this disclosure document. If you are a corporation, limited liability company, or other legal entity that affords protection from liability, certain provisions in the agreements described in this disclosure document also apply to your owners by virtue of our requirement that owners personally guarantee your obligations under the agreements. We are the owner of a system (the "**System**") for the operation of Cellairis® branded retail interactive kiosks with four sides of products in display cases operated with the employee(s) behind a counter with storage space behind the counter (an "**Interactive Kiosk**"), branded retail merchandising units which are movable display centers which hold and display Products (defined below) on all four sides ("**RMU**" and also referred to as "**cart**"), branded traditional full retail stores which may be in-line with other stores and is likely to be operated in a shopping mall, freestanding building, or in an in-line retail plaza such as a lifestyle center or strip center ("**Full Store**"), and other physical facilities (collectively "**Business Units**"), which specialize in the sale of wireless device accessories including cellular telephone accessories, Parts (defined below) and other related products (the **"Products"**) and specified services including cellular telephone and wireless device repair (the "**Services**"), as well as the use and sale of parts and equipment necessary to perform the Services (the "**Parts**") under marks licensed and authorized for use in the Business Units, including the "Cellairis" ® mark (the **"Marks"**).

We were organized as an S-corporation in Georgia on August 9, 2005. We do not do business under any other name. We have no predecessors but we have an affiliated distributor of products, see the description of Global Cellular, Inc. below. Our principal place of business is 6485 Shiloh Road, Building B, Unit #100, Alpharetta, Georgia 30005. The name and address of our agent for service of process is stated on **Exhibit "C"** to this disclosure document. We have no parent or predecessor. We have never offered any other franchise and we do not operate any Business Units for this franchise. We have been offering franchises for carts and kiosks since April 27, 2006, and Full Stores since March 28, 2013.

We have an affiliate called Global Cellular, Inc. (**"Global Cellular"**) and it is an S-corporation that was formed in the year 2000 in Georgia. Global Cellular will sell all Products and Parts needed to perform the Services to the individual franchisees. Sometimes, Global Cellular obtains the locations for our franchisees Business Units and sub-licenses the locations for the Business Units to our franchisees. Global Cellular's principal place of business is 6485 Shiloh Road, Building B, Unit #100, Alpharetta, Georgia 30005. Global Cellular may also sell the same or similar Products and Parts to other retailers. Global Cellular has owned and operated Cellairis Business Units of the type to be operated by franchisees since 2006 and as of December 31, 2013 owned and

operated 27 Business Units. Global Cellular has not offered franchises for this business or any other type of business.

We have a second affiliate called Centurion Merchant Services, Inc. (**"CMS"**) and it is an S-corporation that was formed in the year 2008 in Georgia. CMS is in the business of payment processing and related services. CMS's principal place of business is 6485 Shiloh Road, Building B, Unit # 100, Alpharetta, Georgia 30005. CMS will facilitate payment processing and related services for our franchisees. CMS has not offered franchises for this business or any other type of business.

Our affiliates through common ownership that offer franchises are the following:

We have a third affiliate called Cellairis Franchise Canada, Inc. ("**Cellairis Canada**"). Cellairis Canada is a Georgia Corporation that was formed in 2011 with its principal place of business at 6485 Shiloh Road, Building B, Unit # 100, Alpharetta, Georgia 30005. Cellairis Canada was formed to be the franchisor of the Cellairis System in Canada. As of December 31, 2013, there were 13 franchisee-owned Business Units open and operating in Canada, and 6 franchisees under franchise agreements to open Business Units in the future. Cellairis Canada has not offered any franchises in any other type of business. Cellairis Canada has not operated this or any other type of business.

We have a fourth affiliate called Cellairis Franchise UK Limited ("**Cellairis UK**") and it is a UK limited company that was formed in 2010. Cellairis UK's registered office is at Acre House, 11-15 Williams Road, London, NW1 3ER, United Kingdom, and its principal place of business is 6485 Shiloh Road, Building B, Unit # 100, Alpharetta, Georgia 30005. Cellairis UK was formed to be the franchisor of the Cellairis System in the United Kingdom. Cellairis UK began offering franchises for the Cellairis System in January, 2011. As of December 31, 2013, there were 4 franchisee-owned Business Units open and operating in the UK. Cellairis UK has not offered franchises in any other type of business. Cellairis UK has not operated this or any other type of business.

We have a fifth affiliate called Cellairis Franchise México, S. de R.L. de C.V. ("Cellairis Mexico") and it is a Mexican Corporation that was formed in 2012. Cellairis Mexico's principal place of business is 6485 Shiloh Road, Building B, Unit # 100, Alpharetta, Georgia 30005. Cellairis Mexico was formed to be the master franchisor of the Cellairis System in Mexico to offer master franchise rights. As of December 31, 2013, Cellairis Mexico entered into 3 master franchise agreements in Mexico. Cellairis Mexico has not offered any franchises in any other type of business. Cellairis Mexico has not operated this or any other type of business.

We have a sixth affiliate called Cellairis Franchise International, Inc. ("Cellairis International") and it is a Georgia Corporation that was formed in 2012. Cellairis International's principal place of business is 6485 Shiloh Road, Building B, Unit # 100, Alpharetta, Georgia 30005. Cellairis International was formed to be the master franchisor of the Cellairis System throughout the world to offer master franchise rights. As of December 31, 2013, Cellairis International entered a master franchise agreement

for multiple countries in the Middle East (UAE, Qatar, Bahrain, Kuwait, Saudi Arabia and Oman), and a master franchise agreement for the country of Chile. Cellairis International has not offered any franchises in any other type of business. Cellairis International has not operated this or any other type of business.

We have a seventh affiliate called Shux Franchising, LLC ("Shux") and it is a Georgia limited liability company that was formed on March 26, 2014. Shux's principal place of business is 6485 Shiloh Road, Building B, Unit # 100, Alpharetta, Georgia 30005. As of the issuance date of this Disclosure Document, Shux has not yet begun to offer any franchises. Shux anticipates offering franchises that will be located in low to mid-level traffic strip centers and primarily perform phone and wireless device repair services that are appointment-based, as well as sell wireless device accessories. Shux has not operated this or any other type of business. While this franchise opportunity is intended to focus mainly on appointment-based wireless device repair and does not anticipate having locations within shopping malls, you may face competition from Shux stores.

Except as described above, we have no parents, predecessors, or affiliates required to be included in this Item.

The business you will operate under the franchise agreement (**Exhibit "D"**) is a retail Business Unit that sells an assortment of wireless device accessories and replacement parts, including premium faceplates, batteries, antennas, travel chargers, home chargers, holsters, hands free units, leather cases and other products that fit or work with a variety of wireless devices as well as wireless device repair services and related services. You will sell the Products and Services through one of three types of outlets: (1) an RMU, which is also sometimes referred to as a **"cart"**; (2) an Interactive Kiosk; or (3) a Full Store. The type of Business Unit you will operate will be agreed upon by you and us and stated in your franchise agreement. The cart is a movable display center which holds and displays Products on all four sides. The employee who operates the cart is free to move around all four sides of the unit and is not confined behind a counter. The Interactive Kiosk holds and displays approximately 50% more Products than the RMU and there is greater storage space within the Interactive Kiosk. Additionally, with an Interactive Kiosk, the employee operates from behind a counter and there is more of a "store" feeling associated with the Interactive Kiosk as opposed to the RMU. The Full Store is a traditional retail store that may be located within a shopping mall, which is in line with other retail stores, as opposed to being located in the common area or middle of the mall, or may be located in a freestanding building, or an in-line retail plaza such as a lifestyle center or strip center. The Full Store will offer a larger assortment of wireless device accessories and will offer the Services including wireless device repair. An RMU or Interactive Kiosk may also be able to offer Services such as wireless device repair in full or on a limited basis depending on the size of the unit and the terms of the lease or license for the premises. In exchange for the operation of an RMU, Interactive Kiosk, or Full Store, you agree to pay certain royalties and to operate the franchise in strict compliance with our standards and procedures.

The market served will be the general public. Your primary competition will be kiosks and inline businesses that are selling similar Products and Services. These competitive businesses may be located in various locations including strip centers, mall kiosks and mall inline businesses, as well as stores operated by or on behalf of local and long distance carriers, retail stores selling telephone accessories and/or wireless device repair services (which may include stores owned or franchised by our affiliate Shux as described above), big box retailers (such as Best Buy, Office Max, etc.), mass market stores (such as Wal-Mart, Target, etc.), and other such outlets, such as pharmacies and grocery stores which incidentally sell wireless device accessories, department stores, clothing stores that also sell wireless device accessories, and e-commerce websites. Additionally, as the primary location of your franchise may be in a shopping mall, the ebb and flow of mall traffic will likely have an affect on sales. Also, depending on the location of your Business Unit, including whether it is located in a strip center, lifestyle center, or other location, the ebb and flow of customer traffic will likely have an affect on sales. A lifestyle center may have more customer traffic throughout the center due to a diverse selection of stores including clothing stores, boutiques, restaurants, specialty retail shops, and sometimes movie theatres. A strip center may have less customer traffic as adjacent stores are more likely to include grocery stores, small restaurants, pharmacies, and big-box retailers that are one-stop customer destinations that do not create the same level of customer browsing and traffic amongst the adjacent stores. Further, in the recent past, it has been shown that changes in technology occur swiftly, as does changes in consumer demand and such factors may affect inventory and sales. In addition to laws and regulations that apply to businesses generally such as workers' compensation, corporate, tax, you may be subject to various federal, state and local government regulations including those relating to construction, site location, and the repair of electronic devices. For instance, in California, wireless device repair businesses are required to register as electronic service dealers with the California Bureau of Electronic and Appliance Repair (BEAR). There may be similar registration requirements within the state and locality where your franchise will be located. To the best of our knowledge, there are no other regulations that are specific to the industry in which our franchise business operates. It is your responsibility to further investigate and comply with all laws and regulations within the state and locality where your franchise will be located.

Item 2

BUSINESS EXPERIENCE

Kostantinos R. Skouras, Chief Executive Officer and Chief Financial Officer

Mr. Skouras became our President when we organized in August of 2005, became our CEO in late 2006, in late 2007, he returned to his position as President, and was named Chief Executive Officer and Chief Financial Officer in March 2010. In April of 2000, Mr. Skouras founded Global Cellular, located in Alpharetta, Georgia, along with Mr. Joseph D. Brown and Mr. Jaime R. Brown. Since its founding, Mr. Skouras has been the President of our affiliate, Global Cellular and was named Chief Executive Officer and Chief Financial Officer in March 2010.

Joseph D. Brown, President and Treasurer

Mr. Brown became our Executive Vice President and Treasurer when we organized in August of 2005 and was named President in March 2010. In April of 2000, Mr. Brown founded Global Cellular, located in Alpharetta, Georgia, along with Mr. Kostantinos Skouras and Mr. Jaime R. Brown. Since its founding, Mr. Brown has been the Vice President and Secretary of Global Cellular and was named President in March 2010.

Jaime R. Brown, Chief Operating Officer and Secretary

Mr. Brown became our Executive Vice President and Secretary when we organized in August of 2005 and was named Chief Operating Officer in March 2010. In April of 2000, Mr. Brown founded Global Cellular, located in Alpharetta, Georgia, along with Mr. Kostantinos Skouras and Mr. Joseph D. Brown. Since its founding, Mr. Brown has been the Vice-President and Treasurer of Global Cellular and was named Chief Operating Officer in March 2010.

Michael Duarte, Vice President

Mr. Duarte became our Vice President in March 2010. Before that, he was the principal owner of Centurion Global, Inc., located in Melbourne, Florida, and was our leasing broker when we organized in August of 2005 and served in this capacity until he was hired by Cellairis in March 2010. From 1999 until 2004, Mr. Duarte worked for Wireless Dimensions, located in Melbourne, Florida, a cellular accessory retailer, where he specialized in obtaining leases. Starting in 2005, Mr. Duarte founded Centurion Global, Inc. and became an independent contractor for Global Cellular.

Kenneth Taylor, Executive Vice President and Chief Financial Officer

Mr. Taylor became our Executive Vice President and Chief Financial Officer in July 2013. From February 2009 to present, he has also served as a board member for Thanks Again, Inc., located in Tyrone, Georgia. From June 2012 to June 2013, he also served as Acting Chief Financial Officer for Thanks Again, Inc., in Tyrone, Georgia. From November 2009 to May 2012, he served as Chief Financial Officer and Chief Operations Officer for Anisa International, Inc., located in Atlanta, Georgia. From November 2004 to January 2009, he served as Chief Financial Officer for Interactive Communications, Inc., located in Atlanta, Georgia.

James Thornton, Vice President of Franchises

Mr. Thornton became our Vice President of Franchises in March 2014. From January 2009 to March 2014, he was the managing member of SSJW Management, LLC, located in Los Angeles, California. From January 2005 to January 2009, he was the Regional Vice President, International for Papa John's International, Inc., located in Louisville, Kentucky.

Robert Jackness, Chief Technical Officer

Mr. Jackness became our Chief Technical Officer and Global Cellular's Chief Technical Officer in May 2009. From January 1996 to May 2009 he was the owner of a software consulting firm, Jackway Software, Inc., in Atlanta, Georgia.

Martin ("Marty") Welch, Vice President, Franchise Sales

Mr. Welch has serves as our Vice President, Franchise Sales since August 2012. From November 2011 through August 2012, Mr. Welch was the Director of Franchise Sales for The Greene Turtle Franchising Corporation located in Edgewater, Maryland. From June 2010 to April 2011, Mr. Welch was Vice President of Franchise Development for Ker Management Services, LLC located in Largo, Florida. From February 2009 to August 2012, Mr. Welch was the owner of a franchise brokering and consulting firm, Martin Franchise Consultants, located in Atlanta, Georgia. From October 2005 to February 2009, Mr. Welch was Senior Director and Partner of Raving Brands Holdings, Inc., in Atlanta, Georgia.

Jason Adler, Esq., Vice-President and General Counsel

Mr. Adler has served as our Vice-President and General Counsel since July 2010. From September 2002 through July 2010, Mr. Adler was a partner with the law firm of Kaufman, Miller & Sivertsen, P.C. in Atlanta, Georgia.

Jeremy Liebman, Esq., Senior Counsel

Mr. Liebman has served as our Senior Counsel since November 2011. From June 2007 through November 2011, Mr. Liebman was a senior associate with the law firm of Kaufman, Miller & Sivertsen, P.C. in Atlanta, Georgia.

Item 3

LITIGATION

Concluded Actions

Cellairis Franchise, Inc. and Global Cellular, Inc. v. CP&LL, Inc., Ira Schneider, Individually, and Chris Patrick, Individually, Superior Court of Fulton County, Georgia, Case No. 2013-cv-237386, Filed October 4, 2014

We and our affiliate, Global Cellular, filed the action against a terminated franchisee and its personal guarantors to recover past due amounts owed. We and Global Cellular asserted causes of action for breach of franchise agreements, breach of sublease agreements, and breach of personal guaranties. The defendants failed to answer the complaint. On December 15, 2013, defendant Ira Schneider filed a bankruptcy petition in the U.S. Bankruptcy Court for the Eastern District of California (Sacramento). On

February 24, 2014, we and Global Cellular filed a dismissal without prejudice regarding Ira Schneider. On February 24, 2014, we and Global Cellular filed a motion for default judgment against the remaining defendants. On February 27, 2014, the court entered a Final Order and Default Judgment against the remaining defendants, jointly and severally, in the amount of $346,295.32, plus prejudgment interest in the amount of $170.77 per day from September 30, 2013 through entry of the order, plus post-judgment interest as provided by law, and filing and service of process costs of the action in the amount of $301.50.

Cellairis Franchise Inc. and Global Cellular, Inc. v. Jafar Waylani, County Court of the Thirteenth Judicial Circuit of the State of Florida, Case No. 12-cc-001934, Filed January 20, 2012 (the **"Florida Lawsuit**"), and

Cellairis Franchise, Inc. and Global Cellular, Inc. v. Jafar Waylani, Superior Court of Fulton County, Georgia, Case No. 2012-cv-210327, Filed January 17, 2012 (the "**Georgia Action**").

We and our affiliate, Global Cellular, filed the two related actions stated above against a terminated franchisee to enforce system standards and obligations and to recover possession of the business unit. The Florida Lawsuit had two counts: (1) eviction and (2) unlawful detainer. On January 25, 2012, the former franchisee filed his answer, affirmative defenses and counterclaim in the Florida Lawsuit and on February 23, 2012, the former franchise filed his answer in the Georgia Action. The former franchisee's counterclaim did not state any specific counts but appeared to allege that either we and/or Global Cellular owed him $25,000.00 for payments that the former franchisee believed were improperly charged. On February 9, 2012, plaintiffs filed their Motion to Dismiss the former franchisee's counterclaim for improper forum. On April 5, 2012, the Florida Court entered a Default Judgment for Possession in favor of us and Global Cellular, and the former franchisee was evicted from the business unit. The court did not entertain the former franchisee's counterclaim. The former franchise filed a motion for relief from default judgment for possession. Shortly thereafter, the former franchisee's counsel withdrew from the Florida Lawsuit and Georgia Action and the motion for relief was not brought before the court for a hearing. On January 7, 2013, we and Global Cellular filed a dismissal without prejudice of the Georgia Action. On August 7, 2013, the court for the Florida Lawsuit granted plaintiff's motion for disbursement of funds in court registry that had been paid in by defendant and dispersed the $14,000.00 to plaintiffs and the matter has been closed.

Cellairis Franchise, Inc. and Global Cellular, Inc. v. Morise Garran and Eliran Garran, Superior Court of Fulton County, Georiga, Case No. 2011-cv-209108, Filed December 12, 2011 (the "**Georgia Lawsuit**").

Global Cellular, Inc. v. Moris Garran, Civil Court of the City of New York, County of Queens: Non-Housing Part 52, Index No. L&T 54262/2012, Filed December 21, 2011 and

Global Cellular, Inc. v. Moris Garran, Civil Court of the City of New York, County of Queens: Non-Housing Part 52, Index No. L&T 54263/2012, Filed December 21, 2011 (collectively the "**New York Lawsuits**")

We and our affiliate Global Cellular brought the three related actions stated above against a terminated franchisee to enforce system standards and obtain damages for the former franchisee's violations of the franchise agreement and sublease agreement. In the Georgia Lawsuit, we and Global Cellular alleged (1) breach of franchise agreements for failure to pay royalties, (2) breach of franchise agreements and sublease agreements for failure to pay rent, (3) breach of franchise agreements for unfair competition, (4) breach of franchise agreements for failing to provide reports, (5) common law misappropriation and common law unfair competition, (6) equitable accounting, (7) constructive trust, and (8) equitable lien. Our affiliate, Global Cellular, also filed the New York Lawsuits as holdover petitions to evict the former franchisee from the business units. On April 17, 2012, the parties entered into a settlement agreement resolving all three cases. The settlement agreement provided that the former franchisee vacate the business units on a specified date, the former franchisee pay the total sum of $61,005.04 to Global Cellular and Cellairis for rent and royalties, Global Cellular would return the former franchisee's $10,000 of security deposits, and the former franchisee paid Global Cellular $9,500.00 in attorneys' fees. The former franchisee also entered into a new non-compete agreement. In turn, we and Global Cellular dismissed the Georgia Lawsuit without prejudice and the parties entered into mutual releases. The settlement agreement was made an order of the court as a Stipulation, Consent Order, and Final Judgment in New York which closed the New York Lawsuits.

Cellairis Franchise, Inc. v. New River Ventures, Inc., Superior Court of Fulton County for the State of Georgia, Case No. 2007-CV-143018, Filed November 19, 2007.

We sued a former franchisee and its principal owner for non-payment of royalties and sale of unauthorized goods. We settled the matter by entering into a consent judgment on December 10, 2008, against the former franchisee in favor of us in the amount of $41,000.00.

Dulal Khan v. Cellairis Franchise, Inc., Superior Court of Allen County, Indiana, Case No. 02D01-0910-PL-37C, Filed October 1, 2009.

The lawsuit sought an injunction to prevent the franchisee from having to vacate his unit due to the termination of his unit for carrying unlicensed product, and a claim for monetary damages in an unspecified amount. The parties have settled the matter on October 9, 2009, and the franchisee has agreed to dismiss its claims against us and we agreed to pay the franchisee the sum of $4,483 representing rental concessions.

Rajesh Sardessai v. Cellairis Franchise, Inc. and Global Cellular, Inc., Circuit Court of Chesterfield County, Virginia, Case No. CL09002785-00, Filed October 30, 2009.

The lawsuit sought an injunction preventing us from terminating the Franchise Agreement and having the franchisee vacate the premises. We filed our own action in the Superior Court of Fulton County, Georgia, Case No. 2009-CV-177038, on October 29, 2009. Our lawsuit sought monies owed to us for the breach of the Franchise Agreement, an equitable accounting, and our own request for injunctive relief. The parties were able to reach a settlement on November 9, 2009, before either litigation action had to be answered, pursuant to which we allowed the franchisee to remain in the franchised system, and the franchisee agreed to specifically follow certain material provisions of the Franchise Agreement. The Virginia Action was dismissed on November 11, 2009 and our action was dismissed on November 12, 2009.

Cellairis Franchise, Inc. and Global Cellular, Inc. v. Rakshit Enterprises, LLC and Sanjoy Rakshit, Chancery Court for the State of Delaware, Case No. 5135-VCN, Filed on December 10, 2009.

On December 10, 2009, Global Cellular and us ("Plaintiffs") filed a lawsuit against our former franchisee, Rakshit Enterprises, LLC and its personal guarantor, Sanjoy Rakshit ("Defendants"). In the lawsuit, Plaintiffs sought temporary restraint as well as damages and attorneys' fees, and alleged violation of uniform deceptive trade practices act, breach of release, common law infringement, and common law unfair competition. The parties settled the matter in principal in December 2010, prior to the hearing on Plaintiffs' Motion for Temporary Restraining Order. Pursuant to the settlement agreement signed on January 12, 2010, Defendants agreed to vacate the two terminated business units, the parties signed mutual releases, and Global Cellular returned Defendants' security deposits and pro rated rent. Plaintiffs dismissed the action in February, 2010.

Udi, LLC v. Cellairis Franchise, Inc. and Global Cellular, Inc., Circuit Court for Anne Arundel County, Maryland, Case No. C09-146146, Filed October 30, 2009.

The lawsuit alleged a breach of the Franchise Agreement against us and a breach of the Sublease Agreement against our affiliate Global Cellular, Inc. (Global Cellular was the tenant which then allegedly subleased the unit to the operator, UDI, LLC) ("Defendants") and sought injunctive relief. On October 30, 2009, there was a hearing for a temporary injunction and the court entered a temporary restraining order which prevented both us and our affiliate from removing plaintiff, UDI, LLC ("UDI") from the premises; however, the underlying landlord (the mall developer) elected to remove UDI, on October 31, 2009, from the premises which made the court's order moot. On March 29, 2010, UDI, amended its Complaint to add counts for violation of the Maryland Franchise Act and Intentional Misrepresentation. UDI alleged that Defendants misrepresented to UDI that UDI had the right to operate its carts until December 31, 2009 so long as it did not violate the terms of its Subleases and Defendants did not violate the terms of the underlying lease. UDI alleged that Defendants concealed that the Mall

where UDI operated its carts could terminate the underlying agreement between the Mall and Global Cellular at any time without cause. UDI sought alleged compensatory damages of $240,000, punitive damages of $720,000, interest and costs. On November 12, 2010, Defendants filed their Answer to UDI's Amended Complaint denying all allegations. On March 16, 2011, the parties settled the case in principal with terms to include Global Cellular to pay Plaintiff $25,000, mutual releases, and Plaintiff to voluntarily dismiss its case with prejudice.

Restrictive Orders

In the Matter of Global Cellular, Inc. and Kostantinos R. Skouras,
Assurance of Discontinuance Pursuant To Executive Law § 63(15), entered and agreed to January 29, 2008.

Mr. Skouras entered into an Assurance of Discontinuance with the State of New York along with Global Cellular. The State of New York stated that Global Cellular sold three franchises to two individuals while Global Cellular was not registered to sell franchises in the State of New York, but accepted that Global Cellular did not receive any up-front franchise fees for the franchise sales. Global Cellular neither admitted nor denied that it violated any law, rule or regulation with respect to such facts, nevertheless voluntarily agreed to enter into the Assurance of Discontinuance. Under the Assurance of Discontinuance Global Cellular agreed not to offer or sell franchises within or from the State of New York without a current registration, and Global Cellular paid the New York State Department of Law $3,500 for costs. The Assurance of Discontinuance relates to Global Cellular and names Mr. Skouras only in his role as the President of Global Cellular at the time the relevant events occurred.

In the matter of Commonwealth of Virginia and Cellairis Franchise, Inc. and Mr. Skouras, case number SEC-2010-00006.

A Settlement Order was signed on June 8, 2010 with an effective date of July 13, 2010. The Commonwealth of Virginia alleged that we violated the Virginia Retail Franchising Act ("Act") by (1) making untrue statements of material fact or omitting to state a material fact; and (2) failing to provide either directly or indirectly franchisees with such disclosure documents as may be required; however, we did not admit or deny either of these allegations. The Settlement provides that we will provide a copy of the Settlement to former and current franchisees who operated a unit in the Commonwealth (no additional action is required to be taken by us after providing a copy of the Settlement), that we would not violate the Act in the future and that we would pay a penalty and the costs of the investigation totaling $20,000.

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

Item 4

BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

Item 5

INITIAL FEES

INITIAL FRANCHISE FEE

You must pay us an initial franchise fee of $7,500 for each Cellairis RMU franchise, an initial franchise fee of $20,000 for each Cellairis Interactive Kiosk franchise, and an initial franchise fee of $30,000 for each Cellairis Full Store. You must pay the initial franchise fee to us by check or other immediately available funds upon signing the Franchise Agreement. These fees, as described above, are uniform to all franchisees within the applicable franchise concept (RMU, Interactive Kiosk, or Full Store), and the initial franchise fees are not refundable under any circumstances. Except as described in this Item 5, we have no intention, now or in the future, of reducing the initial franchise fee for any prospective franchisee, although we reserve the right to do so in our sole discretion on a case by case basis. We reserve the right to waive or reduce the initial franchise fee for our affiliates, employees, existing franchises or if we run a franchise marketing promotion. As a member of the International Franchise Association ("**IFA**"), we participate in the IFA's VetFran program, offering a 20% discount on our initial franchise fee to veterans of the US armed forces who meet the requirements of the VetFran program. So if you meet the VetFran program requirements, you would pay us an initial franchise fee of (1) $6,000 for an RMU, (2) $16,000 for an Interactive Kiosk, or (3) $24,000 for a Full Store.

SUB-LICENSE OF PREMISES

In the event you sub-license the location of your franchised Business Unit from Global Cellular, then you must pay Global Cellular the first month's fee. You must also pay Global Cellular a deposit equivalent to one month's fee. Your first month's fee plus the deposit are due at the time that you sign the sub-license with Global Cellular. There is no way for Global Cellular to fix an exact amount that would be due for these sums based on various factors such as the location of the Business Unit and the current fees being charged; however, as detailed in Item 7, we estimate monthly fee payments typically range from $1,200 - $7,000 for an RMU, $4,000 - $10,000 for an Interactive Kiosk, and $2,500 - $12,000 for a Full Store, depending on the various locations. This cost is not refundable except that if you perform all of your obligations under the sub-license agreement, the deposit, or any amount that has not been applied by us or Global Cellular, will be returned, without payment to you of interest, at the expiration of the term of your sub-license and after you have vacated the Business Unit.

INVENTORY AND OTHER ITEMS

Before your business opens, you must purchase the initial inventory from our affiliate, Global Cellular. We estimate the initial inventory will cost between $6,000 and $12,000 for an RMU, between $12,000 and $25,000 for an Interactive Kiosk, and between $25,000 and $50,000 for a Full Store. All initial inventory purchases must be paid by credit card or check at the time of the order. This cost is not refundable.

Before your business opens, you must purchase the POS system (defined in Item 11) from our affiliate, Global Cellular. We estimate the POS system cost between $1,600 and $2,200, which must be paid by credit card or check at the time of the order. There are several options of hardware that you can purchase for your POS system which is why we include a range depending on the options and add-ons you want. This cost is not refundable. You are also required to pay a monthly software license fee (**"Software Fee"**) to our affiliate, Global Cellular. We estimate that the monthly Software Fee is $70 and we include 3 months of that fee in our estimated range.

Before your business opens, in the event that Global Cellular directly leases or licenses the Location, then the landlord will, in our experience, require that Global Cellular obtain general liability insurance in the amount that the landlord specifies. In this event, Global Cellular will, on an annual basis, bill you for this insurance coverage and Global Cellular's billing will include a markup over its cost in order to cover administrative expenses and to provide an element of profit. Global Cellular's billing to you will be made annually and payment in full will be due. There will be no installment payments and the billing will not be prorated over the year so operators may not receive a full year of coverage in their first and last year. We estimate that the initial cost for one year of general liability insurance will range from $275 to $750 depending on the mall operator's requirements, as well as the requirements set forth in the Franchise Agreement, and the location of the Business Unit. This must be paid by credit card or check. In addition, you must obtain and pay for worker's compensation coverage to the extent required by applicable law and you may wish, in your discretion to obtain supplemental liability insurance.

Before your business opens, you must purchase all fixtures, furnishings and equipment from our affiliate, Global Cellular. We estimate the price for the fixtures, furnishings and equipment will cost between $5,000 and $8,000 for an RMU, between $20,000 and $40,000 for an Interactive Kiosk, and between $25,000 and $70,000 for a Full Store, which must be paid by credit card or check at the time of the order. This cost is not refundable. For an Interactive Kiosk, you must purchase the Interactive Kiosk physical Structure (defined in Item 8) from our affiliate, Global Cellular, and the cost of the Structure and shipping is included in the range provided.

Item 6 – OTHER FEES

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Royalties[1, 2]	For Carts and Kiosks: Year 1: The greater of $800 or 3% of Gross Sales. Year 2: The greater of $850 or 3% of Gross Sales. Year 3: The greater of $900 or 3% of Gross Sales. Year 4: The greater of $950 or 3% of Gross Sales. Year 5: The greater of $1,000 or 3% of Gross Sales. For Full Stores: Year 1: The greater of $800 or 4% of Gross Sales. Year 2: The greater of $850 or 4% of Gross Sales. Year 3: The greater of $900 or 4% of Gross Sales. Year 4: The greater of $950 or 4% of Gross Sales. Year 5: The greater of $1,000 or 4% of Gross Sales.	Payable monthly on the 10th day of the month	Payable to us. On the tenth day of each month, we will charge either your credit/charge card on file with us or automatically debit your bank account for the Royalties due for the preceding month. Once we receive your monthly sales report we will then determine if any additional monies are owed based on 3% of Gross Sales for carts and kiosks, and 4% for Full Stores, and if any additional monies are owed, then we or our affiliate will charge either your credit/charge card on file with us or automatically debit your bank account.

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Advertising Fund Fee [1,2]	Up to 3% of Gross Sales.	Same as Royalty.	Payable to a separate advertising account which may be held in our name or the name of a separate entity. Fees will be collected if and when we establish an advertising fund upon written notice to you.
Cooperative Advertising[1,2, 3]	If we establish cooperatives, you must contribute a percentage of Gross Sales to your cooperative.	Same as Royalty or as designated by your cooperative.	Currently, we have no cooperatives. Contributions to cooperatives may not exceed 2% of Gross Sales.
Local Advertising[1]	A minimum of 1% of Gross Sales	As incurred	You must make local advertising expenditures as required by Paragraph 8(A)(9) of the Franchise Agreement. You may determine the form and media, subject to our prior approval. If you fail to make local advertising expenditures, we may do so on your behalf and you will reimburse us for those expenditures.

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Payments for Supplies or Inventory[1] (aside from that included in initial franchise fee)	Varies	Payable by charge/credit card or automatic debit from your bank account at time of order.	Payable to Global Cellular. This figure will vary depending on the needs of the individual franchisee at a particular location.
License Fees or Rent for the Premises[2]	Varies; however, if Global Cellular is the sub-licensee for the Premises then for an RMU, monthly fees are estimated between $1,200 - $7,000, for an Interactive Kiosk, the monthly fees are estimated between $4,000 - $10,000, and for a Full Store, the monthly fees are estimated between $2,500 - $12,000.	Varies, unless Global Cellular is the sub-licensor, then fees are due on the 25th day of the month for the ensuing month's fees.	In some instances Global Cellular will become direct lessee/licensee and will enter into a sub-license agreement for the Premises with you. In this case, all fees may become due to and payable to Global Cellular. See Item 7 for further explanation.
Additional Training[1]	$250 per day plus additional expenses, see remarks	Within 7 days of receipt of bill	Payable to us. This $250 per day fee does not include travel, food, accommodations, and any other cost of business that is associated with ongoing training.

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Audit[1]	Cost of Audit plus 10% interest on underpayment $250.00 per day for each day that you fail to timely provide the requested information to us. If an audit discloses a violation of Paragraph 5(C) of the Franchise Agreement, such as selling unauthorized products or services, you will pay us the greater of (1) $250.00 or (2) all of our costs and our affiliate's costs of the audit. If audit discloses that there has been a repeated violation, then you will pay us greater of (1) $500.00 or (2) all our costs and our affiliate costs of the audit.	Within 7 days of receipt of bill As incurred Within 15 days after notice.	Payable to us. This is payable only if you fail to furnish required information or if you understate Gross Sales by more than 2% for any one month. These remedies for violations of Paragraph 5(C) of the Franchise Agreement are in addition to and not in lieu of any other remedies we may have at law or in equity, and does not in any way serve to waive our right to default and/or terminate your Franchise Agreement for these violations.
Accounting	$250.00 per day for each day that you fail to timely provide the requested information to us.	As incurred	Payable to us. This is payable only if you fail to furnish required information such as profit and loss statements, balance sheets and state sales tax returns.

(1) TYPE OF FEE	(2) AMOUNT	(3) DUE DATE	(4) REMARKS
Return Policy Violation	$100.00 per violation of our return policy.	As incurred.	Payable to us. This is payable only if you fail to follow our return policy as stated from time to time by us.
Transfer and Assignment Fee[1]	$5,000 for an RMU, $10,000 for an Interactive Kiosk, and $15,000 for a Full Store.	Before consummation of the transfer	Payable to us when you sell your franchise. No charges if franchise is transferred to a corporation that you control. Fifty percent (50%) of the transfer fee is payable to us when you submit your written request for transfer, and this amount is non-refundable under any circumstance including in the event that we do not approve the transfer.
Successor Franchise Fee[1]	50% of the then current initial franchise fee.	Due under the same conditions as Item 5	Payable to us at time of exercising the option to renew your franchise.
Interest[1, 2, 4]	Maximum of 18% per year or highest rate allowed by law	Accrues as of date payment was due, payable by invoice	Payable to us. Payable on overdue amounts.
Indemnification[1]	Actual Cost	As incurred	You must reimburse us if we are held liable for claims from your operation of the franchise.
Broker Fee[1]	20% of sale price	Upon sale of franchise	This fee only applies if we sell the franchise on your behalf.

[1] All fees are uniformly imposed by and payable to us. All fees are non-refundable. Amounts due under a sub-license with Global Cellular will vary depending on the location of the Business Unit, and the amounts due pursuant to the underlying lease or license. The term "**Gross Sales**" includes all sums charged by you for Products, Parts, goods, merchandise or Services sold at, from, or in connection with the Business Unit whether for cash, for credit, debit or barter or otherwise. Your sale of Products or Services away from the Location or the Business Unit is not authorized; however, should any such sales be approved in the future, they will be included within the definition of Gross Sales. Gross Sales excludes any federal, state, county or city tax, excise tax, or other similar taxes collected by You from customers based upon sales, and cash received as payment in credit transactions where the extension of credit itself has already been included in the figure. The minimum monthly royalty requirement is in no way intended to imply that you will experience gross sales of any particular level.

[2] Under the Franchise Agreement, we require that you provide us with your credit/charge card information as well as your bank account information at the time you sign your Franchise Agreement. By signing the Franchise Agreement, you authorize us to charge your credit/charge card and/or electronically debit your bank account for the amount of Royalties due each month as well as the License Fees payable to us or Global Cellular, or any other amount owed to us or any of our affiliates.

[3] Amounts paid to an advertising cooperative will be credited against your required expenditures for local advertising under Section 8(A)(9) of the Franchise Agreement. Any by-laws of an Advertising Cooperative and any other written governing documents must be approved in advance by us in writing and must use such voting and advertising processes and procedures as may be directed by us for all Cellairis Advertising Cooperatives.

[4] Interest begins from the date of the underpayment.

[5] All fees stated above are in addition to and not in lieu of any other remedies we may have at law or in equity, and does not in any way serve to waive our right to default and/or terminate your Franchise Agreement for these violations.

Item 7

ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

RMU AND INTERACTIVE KIOSK FRANCHISES

(1) Type of expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To whom payment is to be made
Initial Franchise Fee[1]	RMU - $7,500 Interactive Kiosk - $20,000	Credit card or check	Signing the Franchise Agreement	Us
Inventory[2]	RMU - $6,000 - $12,000 Interactive Kiosk - $12,000 - $25,000	Credit card or check at time of order	Due when order is placed. Initial inventory is purchased prior to opening, and ongoing inventory orders are typically monthly.	Global Cellular
Lease/ License of the Premises [3]	RMU – three months of estimated monthly rent/fee would total between $3,600 - $21,000 plus one month's rent/fees as a security deposit which would range from $1,200 - $7,000 Interactive Kiosk – three months of estimated monthly rent/fees	If Global Cellular is the sub-licensor then either by credit card or by automatic debit from your bank account If third party is the lessor or licensor then per the lease/ license terms	The 25th day of the month for the sub-license fees for the ensuing month if Global Cellular is the sub-licensor Per the lease or license terms if a third party is the lessor Your first month's rent/fees plus the security deposit (which is equal to one	Global Cellular or the third party landlord

	would total between $12,000 - $30,000 plus one month's rent/fees as a security deposit which would range from $4,000 - $10,000		month's rent/fees) are due at the time that you sign the sub-license with Global Cellular and may be due at the time you sign your lease or license depending on the landlord.	
Fixtures[5] (display cases to hold and display faceplates and display racks to hold and display faceplates and other accessories)	RMU - $5,000 - $8,000 Interactive Kiosk - $20,000 - $40,000	However third party requests payment Payments to Global Cellular for purchases such as the Interactive Kiosk Structure will be by credit card or check.	At time of the order	Global Cellular and Third Parties
Signage	$50 - $150	However third party requests payment	Upon opening of the location	Mall Management
Point of Sale[4]	$1,600 - $2,200	Credit Card or Check	As arranged before opening	Global Cellular
Telephone/Fax Machine	$175 purchase of combination telephone and fax machine	However third party requests payment	As arranged before opening	Third Party
Office Supplies	$100	However third party requests payment	As arranged before opening	Third Party
Phone and Internet Utility	$100 to $200 per month	However third party requests	As arranged before opening	Third Party

		payment		
Business Licenses	$60 - $200	However third party requests payment	Due on receipt	State or City Government
Grand Opening Advertising[9]	$2,500	However third party requests	As arranged	Third Party
Wages for Employees	The payment of wages to employees is entirely your responsibility	As arranged between you and your employees	Depends on your payment cycle	Individual employees if there are any
Insurance[6]	$275 - $750 per year	Credit Card or Check	As arranged	Global Cellular
Incorporation (if desired)	$500 - $1,000	However third party requests payment	As arranged before opening	Third Party
Professional Fees	$1,500 - $3,000	However third party requests payment	As arranged	Third Party, i.e. accountant or attorney
Travel and Living Expenses while Training[7]	$3,000 - $5,000	However third parties request payment Payments to us and Global Cellular will be by credit card or check	Varies	Us, Global Cellular, and Third Parties, *i.e.* airline, hotel, and restaurant
Additional Funds (initial 3 months)[10]	RMU: $10,000 - $20,000 Interactive Kiosk: $13,000 - $23,000	Credit card or check if payable to us, or however third party requests payment	Varies	Varies

RMU – TOTAL[8]	**$43,060 - $90,775**			
Interactive Kiosk – TOTAL[8]	**$90,860 - $163,275**			

[1] The initial franchise fee is not refundable under any circumstance. We do not finance any fee.

[2] We estimate that the range given will be sufficient to cover your inventory needs for the first month of operation. Your costs will vary depending on various factors including the size of the site, your initial sales projections, population density in the area of your Business Unit, and changes in new and best selling Products and Services. We or our affiliates, may, in their reasonable discretion, from time to time during shortages or during special promotions or events, allocate the sales of Products among franchisees and others within and outside the System. You are required to purchase and maintain a Product inventory level sufficient to meet the current needs of your customers. The satisfaction of consumer demand for new or popular Products and Services is important to us, to you and to the System as a whole. You must agree to use your best efforts to carry in your inventory a substantial percentage of new Products and Services and best-selling Products and Services. Also, depending on availability as well as the terms of the underlying lease, license or other occupancy agreement for the Location, you may not be permitted to carry all Products and Services we make available to the System.

[3] We estimate monthly rent or sub-license fee payments typically range from $1,200 - $7,000 for an RMU and $4,000 - $10,000 for an Interactive Kiosk, depending on the various mall locations. Your first month's sub-license fees plus the security deposit (which is equal to one month's fee) are due at the time that you sign the sub-license with Global Cellular and may be due at the time you sign your lease or license depending on the landlord. Your landlord may require a different security deposit and this deposit may or may not be refundable. If you perform all of your obligations under the sub-license, the security deposit, or the portion which has not been applied by us, will be returned to you, without payment of interest, at the expiration of the term of your sub-license and after you have vacated the Business Unit. Additionally, based on our past experience, the monthly sub-license fee payments include all common area maintenance fees. Currently many mall operators require Global Cellular to directly lease or license the RMU or Interactive Kiosk and, in such cases, we will require that you sign a sub-license and provide to Global Cellular one month security deposit. Some mall operators may require Global Cellular to lease or license multiple sites in multiple malls and Global Cellular may be required to pay sums to the mall operators relating to either (a) an annual lump sum payment associated with such multiple locations or (b) rental or license fee payments for sites which are much less likely to be developed. In such cases, Global Cellular reserves the right to allocate a fee rate to you which represents a discretionary amount relating to such charges by the mall operators plus an administrative fee associated with its costs of administration as well as profit. Under the Franchise Agreement, we require that you provide us with your credit/charge card information and your bank information at the time you sign your Franchise Agreement. By signing the Franchise Agreement, you authorize us to charge your credit/charge card or automatically debit your bank account for the Sub-License fee payments that are due each month.

[4] Based on our experience, we estimate that the range given will be sufficient. You must purchase a point-of-sale ("POS") system approved by us for use at your Business Unit. The POS system bundle is provided by our affiliate, Global Cellular under the Radiant Arrangement (See Items 8 and 11 of this Disclosure Document) which includes the various hardware and software required to operate the system. There are certain options of hardware and additional services that you can purchase for your POS system which is why we include a range depending on the options and add-ons you want. In addition, we require that you subscribe for internet access with a reputable internet service provider that offers a static IP address. You are also required to pay a monthly software license fee ("Software Fee") to our affiliate, Global Cellular. This is also part of the Radiant Arrangement. We estimate that the monthly Software Fee is $70 and we include 3 months of that fee in our estimated range.

[5] The cost of fixtures for RMUs and Interactive Kiosks will vary depending upon the size and condition of the mall location, whether or not there are any existing and comparable improvements at the mall location, and the like. Installation of fixtures is included in our range and includes electrical, carpentry, and floor covering. These expenses include fees paid to an architect, general contractor and electrician. Costs will vary depending on a number of factors including, without limitation, building codes and permit requirements of the state where your Business Unit is located, shipping fees, and costs of the services of the architect, general contractor and electrician. The cost of the general contractor and electrician will typically be negotiated by you and them.

[6] Based on our experience with mall operators, we estimate that the range given will be sufficient. In the event that Global Cellular directly leases or licenses the Business Unit, then the mall operator will, in our experience, require that Global Cellular obtain general liability insurance in the amount that the mall operator specifies. In this event, Global Cellular will, on an annual basis, bill you for this insurance coverage and Global Cellular's billing will include a markup over its cost in order to cover administrative expenses and to provide an element of profit. Global Cellular's billing to you will be made annually and payment in full will be due. There will be no installment payments and the billing will not be prorated over the year so operators may not receive a full year of coverage in their first and last year. In addition, you must obtain and pay for worker's compensation coverage to the extent required by applicable law and you may wish, in your discretion to obtain supplemental liability insurance.

[7] The initial franchise fee includes approximately 14 days of training, which may take place at your individual location, at our headquarters, and/or at regional training sites. With respect to training, you must pay all actual and reasonable costs covering the then current costs associated with living expenses of the trainers, to the extent there are any, including travel, hotel, and meals for training that is conducted at your franchised location and the same expenses for yourself and your employee(s) for training that is conducted at our headquarters or at a designated training site.

[8] Except as specifically stated above, the amounts given may be subject to increases based on changes in market conditions, or cost of providing services and future policy changes. At the present time, we have no plans to increase payments over which we have control. Unless otherwise stated, none of the expenses described in this chart are refundable. In developing these estimates, we relied on the experience of our franchisees (as reported to us) in developing and owning RMUs and Interactive Kiosks, as well as our management's business acumen and experience, including estimates from contractors and vendors. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. The amount shown is based upon our experience in franchising RMUs and Interactive Kiosks. These

figures may vary considerably in other parts of the United States. Your actual investment and expenditures may vary from the above estimate depending on many factors including where your Business Unit is situated and your management capabilities. In addition, your costs will depend on factors such as: your compliance with our methods and procedures; your management skill; your business experience and business acumen; local economic conditions; the prevailing wage rate; and the growth of your franchise during the initial period. We do not offer direct or indirect financing to franchisees for any of these items.

[9] You must conduct a grand opening advertising campaign with the opening of your Business Unit. You must pay all costs of the grand opening, including publicity costs, promotional costs, plus the full cost of any price reductions or other customer inducements. Costs may vary depending on your market and the type of advertising used, however, you must spend a minimum of $2,500 during the period 10 days prior and 10 days after the opening of your Business Unit or, if you purchased an existing Business Unit, 10 days after the purchase of your Business Unit.

[10] This estimates the funds needed to cover your expenses during the first three months of operation. These expenses include payroll costs (excluding any wage or salary paid to you), other miscellaneous expenses, and working capital. If you are working at the Business Unit, payroll costs may be lower depending on what wage or salary you pay yourself. Payroll costs are typically higher if you employ a phone repair technician. Also, payroll costs may be higher during the holiday season since there is generally an increase in shopping mall traffic and you may have a need for additional employees during this time. Your costs will vary depending on how rapidly your business grows. These figures are estimates based on our past business experience with RMU and Interactive Kiosk Business Units and information provided to us from our franchisees. We cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as how closely you follow our methods and procedures; your management skill, experience and business knowledge; local economic conditions; the local market for our Products and Services; the prevailing wage rate; competition; and the sales level achieved during the initial period.

FULL STORE FRANCHISES

(1) Type of expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To whom payment is to be made
Initial Franchise Fee[1]	$30,000 for each Full Store franchise	Credit card or check	Signing the Franchise Agreement	Us
Inventory[2]	$25,000 - $50,000	Credit card or check at time of order	Due when order is placed. Initial inventory is purchased prior to opening,	Global Cellular

(1) Type of expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To whom payment is to be made
			and ongoing inventory orders are typically monthly.	
Lease or License of the Premises[3]	Three months of estimated monthly rent/ license fees would total between $7,500 - $36,000 plus one month's rent/fees as a security deposit which would range from $2,500 - $12,000	Per the lease or license terms	Per the lease or license terms	Global Cellular or third party landlord
Real Estate and Improvements[4]	$35,000 - $110,000	However third party requests payment	At the time of the order	Third Parties
Furnishings, Fixtures, Equipment and Decorating[5]	$25,000 - $70,000	However third party requests payment Payments to Global Cellular will be by credit card or check	At the time of the order	Global Cellular and Third Parties
Signage[6]	$3,000 - $6,000	However third party requests payment	Upon opening of the location	Global Cellular
Point of Sale[7]	$1,600 - $2,200	Credit Card or Check	As arranged before opening	Global Cellular

(1) Type of expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To whom payment is to be made
Telephone/Fax Machine	$175 purchase of combination telephone and fax machine	However third party requests payment	As arranged before opening	Third Party
Office Supplies	$250 - $750	However third party requests payment	As arranged before opening	Third Party
Phone and Internet Utility	$300 to $600 per month	However third party requests payment	As arranged before opening	Third Party
Business Licenses	$100 - $300	However third party requests payment	Due on receipt	State or City Government
Grand Opening Advertising[8]	$2,500	However third party requests	As arranged	Third Party
Wages for Employees	The payment of wages to employees is entirely your responsibility	As arranged between you and your employees	Depends on your payment cycle	Individual employees if there are any
Insurance[9]	$875- $2,500	However third party requests. Payments to Global Cellular will be by credit card or check	As arranged	Insurance Providers and Global Cellular
Professional Fees	$4,000 - $6,500	However third party requests payment	As arranged	Third Party, i.e. accountant or attorney
Travel and Living	$4,500 - $7,500	However third	Varies	Us, Global

(1) Type of expenditure	(2) Amount	(3) Method Of Payment	(4) When Due	(5) To whom payment is to be made
Expenses while Training[10]		parties request payment Payments to us and Global Cellular will be by credit card or check		Cellular, and Third Parties, *i.e*. airline, hotel, and restaurant
Additional Funds (initial 3 months)[11]	$40,000 - $60,000	Credit card or check if payable to us, or however third party requests payment	Varies	Varies
TOTAL[12]	**$182,300 - $397,025**			

[1] The initial franchise fee is not refundable under any circumstance. We do not finance any fee.

[2] We estimate that the range given will be sufficient to cover your inventory needs for the first month of operation. Your costs will vary depending on various factors including the size of the site, your initial sales projections, population density in the area of your Full Store, and changes in new and best selling Products and Services. We or our affiliates, may, in their reasonable discretion, from time to time during shortages or during special promotions or events, allocate the sales of Products among franchisees and others within and outside the System. You are required to purchase and maintain a Product inventory level sufficient to meet the current needs of your customers. We or our affiliates may, from time to time, introduce new Products and Services as well as identify best selling Products and Services. The satisfaction of consumer demand for new or popular Products and Services is important to us, to you and to the System as a whole. You must agree to use your best efforts to carry in your inventory a substantial percentage of new Products and Services and best-selling Products and Services. Also, depending on availability as well as the terms of the underlying lease, license, sublease, sub-license or other occupancy agreement for the Business Unit, you may not be permitted to carry all Products and Services we make available to the System.

[3] We estimate monthly rent/license fees typically range from $2,500 - $12,000, depending on the various possible locations. Your first month's sub-license fees plus the security deposit (which is equal to one month's fee) are due at the time that you sign the sub-license with Global Cellular and may be due at the time you sign your lease or license depending on the landlord. Your landlord may require a different security deposit and this deposit may or may not be refundable. If you perform all of your obligations under the sub-license, the security deposit, or the portion which has not been applied by us, will be returned to you, without payment of interest, at the

expiration of the term of your sub-license and after you have vacated the Business Unit. Currently many mall operators require Global Cellular to directly lease or license the Full Store premises and, in such cases, we will require that you sign a sub-license and provide to Global Cellular one month security deposit. Some mall operators may require Global Cellular to lease or license multiple sites in multiple malls and Global Cellular may be required to pay sums to the mall operators relating to either (a) an annual lump sum payment associated with such multiple locations or (b) rental or license fee payments for sites which are much less likely to be developed. In such cases, Global Cellular reserves the right to allocate a fee rate to you which represents a discretionary amount relating to such charges by the mall operators plus an administrative fee associated with its costs of administration as well as profit. Under the Franchise Agreement, we require that you provide us with your credit/charge card information and your bank information at the time you sign your Franchise Agreement. By signing the Franchise Agreement, you authorize us to charge your credit/charge card or automatically debit your bank account for the Sub-License fee payments that are due each month. Sub-license fee/rent will vary depending upon the size of the premises, the site's condition, its location, demand for the site, businesses in the area, length of the lease/license, local market conditions, build-out requirements and construction or other allowances from the landlord, and the requirements of individual landlords. These figures are based upon our limited experience in entering into leases/licenses for Full Stores, in entering into leases/licenses for RMUs and Interactive Kiosks, information provided to us by our franchisees, and basic understanding of the leasing market. These figures may vary considerably in other parts of the United States. A typical Full Store occupies approximately 600 to 1,500 square feet of space. Because of the wide variation in lease/license rates for retail space, you should thoroughly investigate the costs of obtaining a location.

[4] The cost of leasehold improvements will vary widely depending upon the size and condition of the premises, whether or not there are any existing and comparable leasehold improvements in the premises, the extent and quality of improvements desired by you over and above our minimum requirements, landlord's cash contribution to the cost of the improvements, price differences among contractors and/or subcontractors, services of the architect, general contractor and electrician, labor rates and other local conditions, ability to negotiate with the landlord and your financial strength, location of the premises, and the like. Improvements include electrical, carpentry, floor covering, painting, and contractor's fee. These expenses include fees paid to the General Contractor. The cost of the General Contractor, architect and electrician will typically be negotiated by you and them. Additional leasehold improvements may be required. These figures are based upon our limited experience in our affiliate-owned Full Stores, information provided to us by our franchisees, and basic understanding of the leasing market and leasehold improvements. The estimates assume that the landlord will provide connections to adequate electrical, gas, water and sewage service.

[5] Costs will vary depending on a number of factors including building codes where your Full Store is located, the size and condition of the premises, the extent and quality of fixtures, furnishings and equipment desired by you over and above our minimum requirements, location of the premises, shipping fees, and the like. These amounts include the cost of the furnishings, fixtures, equipment, and décor items that you must purchase from our affiliate, Global Cellular, which comply with our specifications and standards. These estimates include installation. These fixtures include display cases to hold and display product and display racks to hold and display products, graphics and wall items, flat screen television(s) and other visual merchandising elements as we require. You may be permitted with our prior written approval to purchase certain furnishings such as televisions directly from third parties.

[6] The cost of your exterior sign will vary depending upon the size, color and specification of the lighting of the channel letters of the sign and other specifications as may be required by us, as well as what is permitted by your landlord and what is provided by your landlord. Costs will also vary depending on what is desired by you over and above our minimum requirements. While signage is listed as a separate fee in this Item 7, it also must be purchased from our affiliate, Global Cellular, and will be provided in the same manner as other fixtures, furnishings and equipment.

[7] Based on our experience, we estimate that the range given will be sufficient. You must purchase a point-of-sale ("POS") system approved by us for use at your Business Unit. The POS system bundle is provided by our affiliate, Global Cellular under the Radiant Arrangement (See Items 8 and 11 of this Disclosure Document) which describes the various hardware and software required to operate the system. There are certain options of hardware and additional services that you can purchase for your POS system which is why we include a range depending on the options and add-ons you want. In addition, we require that you subscribe for internet access with a reputable internet service provider that offers a static IP address. You are also required to pay a monthly software license fee ("Software Fee") to our affiliate, Global Cellular. This is also part of the Radiant Arrangement. We estimate that the monthly Software Fee is $70 and we include 3 months of that fee in our estimated range.

[8] You must conduct a grand opening advertising campaign with the opening of your Full Store. You must pay all costs of the grand opening, including publicity costs, promotional costs, plus the full cost of any price reductions or other customer inducements. Costs may vary depending on your market and the type of advertising used, however, you must spend a minimum of $2,500 during the period 10 days prior and 10 days after the opening of your Full Store or, if you purchased an existing Full Store, 10 days after the purchase of your Full Store.

[9] This figure is an estimate of the cost for 3 months of premium payments to maintain the insurance required by the Franchise Agreement. Based on our experience with mall operators, we estimate that the range given will be sufficient. In the event that Global Cellular directly leases or licenses the premises, then the mall operator will, in our experience, require that Global Cellular obtain general liability insurance in the amount that the mall operator specifies. In this event, Global Cellular will, on an annual basis, bill you for this insurance coverage and Global Cellular's billing will include a markup over its cost in order to cover administrative expenses and to provide an element of profit. We currently estimate that 1 year of premium payments to Global Cellular for general liability insurance will cost between $275 and $750. Global Cellular's billing to you will be made annually and payment in full will be due. There will be no installment payments and the billing will not be prorated over the year so operators may not receive a full year of coverage in their first and last year.

[10] The initial franchise fee includes approximately 14 days of training, which may take place at your individual location, at our headquarters, and/or at regional training sites. With respect to training, you must pay all actual and reasonable costs covering the then current costs associated with living expenses of the trainers, to the extent there are any, including travel, hotel, and meals for training that is conducted at your franchised location and the same expenses for yourself and your employee(s) for training that is conducted at our headquarters or at a designated training site. Costs vary depending on the distance traveled, and the type of lodging. As of the date of this disclosure document those reasonable costs range from $4,500 to $7,500 depending on the distance traveled and the expenses of the city where you are located.

[11] This estimates the funds needed to cover your expenses during the first three months of operation. These expenses include payroll costs (excluding any wage or salary paid to you), other miscellaneous expenses, and working capital. If you are working at the Business Unit, payroll costs may be lower depending on what wage or salary you pay yourself. Payroll costs are typically higher if you employ a phone repair technician. Also, payroll costs may be higher during the holiday season since there is generally an increase in shopping mall traffic and you may have a need for additional employees during this time. Your costs will vary depending on how rapidly your business grows. These figures are estimates based on our limited past business experience with Full Stores, as well as our past business experience with RMU and Interactive Kiosk Business Units, and information provided to us by our franchisees. We cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as how closely you follow our methods and procedures; your management skill, experience and business knowledge; local economic conditions; the local market for our Products and Services; the prevailing wage rate; competition; and the sales level achieved during the initial period.

[12] Except as specifically stated above, the amounts given may be subject to increases based on changes in market conditions, or cost of providing services and future policy changes. At the present time, we have no plans to increase payments over which we have control. Unless otherwise stated, none of the expenses described in this chart are refundable. In developing these estimates, we relied on our affiliate's experience in developing and owning Full Stores, the experience of our franchisees (as reported to us) in developing and owning Full Stores, as well as our management's business acumen and experience, including estimates from contractors and vendors. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. Your actual investment and expenditures may vary from the above estimate depending on many factors including where your Full Store is situated, the size of your Full Store, your ability to negotiate to your benefit with your landlord, your management capabilities, and the amount contributed by your landlord. In addition, your costs will depend on factors such as: your compliance with our methods and procedures; your management skill; your business experience and business acumen; local economic conditions; the prevailing wage rate; and the growth of your franchise during the initial period. We do not offer direct or indirect financing to franchisees for any of these items.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Our affiliate Global Cellular made sales of inventory, sub-licenses of the Premises, Interactive Kiosk Structures, furniture, fixtures, and equipment, POS systems, POS software fees, and insurance to our franchisees in the year 2013. In the year ending December 31, 2013, our affiliate's revenues from these sales to our franchisees was $65,555,976.00.. The source of this information is Global Cellular's audited financial statements.

INVENTORY

To ensure the highest degree of quality and service, it is an express condition of the franchise relationship that you must purchase your inventory from our affiliate, Global Cellular. Global Cellular made sales to our franchisees in the year 2013. Our

affiliate may charge you a reasonable mark-up, surcharge, and handling fee on inventory you purchase that is higher than the cost charged to our affiliate by the manufacturer. Based on our affiliate's purchasing power, the cost of inventory purchased by you from our affiliate is comparable to prevailing retail market prices. Our affiliate may charge higher, lower or the same prices for Product to individuals/entities that are not franchises.

We estimate that the cost of inventory purchased from our affiliate, Global Cellular, is (A) 10% to 20% of your total cost to establish an RMU franchise and approximately 40% to 50% of on-going operation expenses for an RMU franchise, (B) 10% to 15% of your total cost to establish an Interactive Kiosk franchise and approximately 50% to 65% of on-going operation expenses for an Interactive Kiosk Franchise, and (C) 10% to 15% of your total cost to establish a Full Store franchise and approximately 40% to 50% of on-going operation expenses for a Full Store franchise. These ranges may vary depending on factors including the cost of monthly rent or sub-license fees and wages for employees.

We create and modify our specifications and standards based on market, competitive, and economic conditions. We will communicate our standards and specifications to you in writing from time to time. Additionally, we will provide you recommended selling prices for the inventory.

Our affiliate, Global Cellular is the only approved supplier of the inventory that is needed for your franchise. Our owners and officers, Kostantinos R. Skouras, Joseph Brown, and Jaime Brown, each own an interest in and are officers of Global Cellular. While it is within our discretion to do so, we do not anticipate any circumstances in which we would approve other approved suppliers of the inventory that is needed for your franchise. We do not maintain written criteria for approving suppliers, so these criteria are not available to you or your proposed supplier. Additionally, there is no purchasing or distribution cooperative established between us and a third party. Your additional inventory purchases will vary based upon the amount of sales made in the ensuing months. You are required to purchase all products utilized in the on-going operation of the franchise from our affiliate and the amount of these purchases will directly relate to the success of your business. We receive no rebate from Global Cellular as a result of Global Cellular being the exclusive supplier to you.

Failure to purchase all of your inventory from our affiliate Global Cellular is a material event of default that may lead to termination of your franchise.

LICENSE OF PREMISES

You will likely sub-license the premises for your Business Unit from Global Cellular. In such case, Global Cellular will require that you sign a Sub-license Agreement, a sample of which is attached as **"Exhibit "E"**, or such sub-license as the landlord may require. While all are similar in concept, there may be some variations in the Sub-license Agreement depending on which mall developer is the landlord. Mall developers typically require a payment of a percentage of gross sales over a stipulated

breakpoint, and each mall developer's definition of gross sales slightly varies. Additionally, mall developers typically use different events (such as the date when the Business Unit opens or a certain number of days after the landlord gives over possession of the premises, *etc*.) as the commencement date for when payment of rent or license fees are to begin. There are no other material differences in the Sub-license Agreements. The underlying master lease or license, as redacted, will be provided to you with the Sub-license Agreement. In the event that you must enter into a sub-license, then you will not be charged a fee by us for having to enter into the sub-license but Global Cellular will make revenues in the amount which is charged to you, which amount will be greater than the amount which Global Cellular is required to pay the underlying landlord. You may also lease or license the Premises from a third party if the mall operator is agreeable to such arrangement. Your lease or license of the Premises (as defined below) directly from any third party however, is required to include certain provisions as described below. You must send us a copy of any lease or license for your franchise and any lease or license for the location of the franchise (**"Premises"**) must contain the following terms and conditions:

(a) The Premises must be used only for the operation of a Cellairis Business Unit;

(b) The landlord must consent to your use of the Premises as a Cellairis Business Unit;

(c) The landlord must agree to furnish us with copies of any and all letters and notices sent to you, including notes of default, if any, pertaining to the lease and the Premises, at the same time that these letters and notices are sent to you;

(d) You may not sublease, sub-license or assign all or any part of your occupancy rights in the Premises, or extend the term or renew the lease or license, without our prior written consent;

(e) Landlord must grant us the right to enter the Premises to make any modifications necessary to protect our trademarks and related proprietary rights and marks, to cure any default under the lease or license, or under the Franchise Agreement, and to examine the inventory being sold from the Premises; and

(f) We will have the right, at our sole option and without any obligation whatsoever to do so, to assume your occupancy rights under the lease or license for the remainder of its term upon your default or termination under the lease or license, or under the Franchise Agreement; and

(g) The landlord and you sign the then current form of our Conditional Lease Assignment Agreement, which is attached as **Exhibit "G"**.

Currently some mall developers require our affiliate Global Cellular to directly lease or license the Premises and, in such cases, we will require that you sign a sub-license and provide to Global Cellular one month's deposit. Some mall developers may require Global Cellular to lease or license multiple sites in multiple malls and Global Cellular may be required to pay sums to the mall operators relating to either (a) an annual lump sum payment associated with such multiple locations or (b) rental or license payments for sites which are much less likely to be developed. In such cases, in addition to any established monthly rent or sub-license fee, Global Cellular reserves the right to allocate a mall upcharge rate to you which represents a discretionary amount relating to such upcharges by the mall developers plus an administrative fee associated with Global Cellular's costs of administration and profit to Global Cellular.

FIXTURES AND SITE DEVELOPMENT

Site Approval. Upon our written acceptance of a proposed site, you will proceed promptly to enter into the approved lease, license, sublease, or sub-license for the accepted site and obtain all necessary zoning, building and other governmental or regulatory approvals and permits required for the establishment of the Business Unit. We may, in our discretion, and without any liability to you, assist you in obtaining these approvals and permits.

General Contractor. You must, at your expense, engage the services of a qualified and duly licensed general contractor, who is reputable and experienced in building units of similar retail concepts, to supervise, delegate and/or perform (i) the construction and development of the Business Unit, (ii) the completion of all improvements, (iii) the outfitting of the Business Unit with furnishings, fixtures and equipment, and (iv) all other services that are designated by us to be performed by the general contractor in connection with constructing the Business Unit (the "General Contractor"). We may designate, at any time and for any reason, a single or multiple approved General Contractors and require you to engage the services exclusively from such designated General Contractor(s), which exclusive designated General Contractor may be our affiliate. You must also, at your sole expense, engage the services of a qualified and reputable electrician to perform all services necessary to properly wire the Business Unit for electricity. It is your responsibility to obtain all required licenses, permits, and approvals associated with construction and operation of the Business Unit. Us, our subsidiaries, affiliates, the architect, and approved distributors and suppliers are not responsible and have no liability with regard to obtaining and/or maintaining such licenses, permits, and approvals.

Architectural Firm. We have the right to designate one or more suppliers of design services and/or architecture services (an "**Architectural Firm**") to supply architectural and/or design services to the System, and the Architectural Firm may be our affiliate. At our option, we may authorize the General Contractor to select an Architectural Firm to assist in developing the Business Unit. Upon request by us, the Architectural Firm will provide to us, for our written acceptance, a proposed preliminary site and construction plans and specifications for the Business Unit which, if accepted,

will not be modified, altered or changed without our prior written consent. You will sign such contracts or agreements as required to obtain the services of the Architectural Firm. You are solely responsible for payment for all services provided by the Architectural Firm.

Construction of Business Unit. You must provide us with such information relating to the construction of the Business Unit and development of the site as we may from time to time request, which may include, without limitation, copies of all commitments and plans for construction and financing, the contact name, address and telephone number for any lenders and contractors, and a copy of any construction or financing agreements. You will commence construction of the Business Unit per the accepted site and construction plans and specifications as soon as possible and shall complete construction, including the purchase and installation of all equipment specified by us, and have the Business Unit ready to open for business within 5 months after we sign the Franchise Agreement. We and our agents have the right to inspect the construction site at any reasonable time without prior notice. You must correct, upon our request and at your sole expense, any change from any accepted site or construction plans or specifications. We have the right to designate the General Contractor and Architectural Firm. You must also, at your sole expense, engage the services of a qualified and reputable electrician to perform all services necessary to properly wire the Business Unit for electricity. It is your responsibility to obtain all required licenses, permits, and approvals associated with construction and operation of the Business Unit. It is your responsibility to ensure that the Business Unit and Location are in full compliance with the Americans with Disabilities Act of 1990, as amended ("ADA") or similar rules governing public accommodations or commercial facilities for persons with disabilities. We, our subsidiaries, affiliates, the Architectural Firm, the General Contractor, and approved distributors and suppliers are not responsible and shall have no liability with regard to obtaining and/or maintaining such licenses, permits, and approvals and compliance.

In connection with your construction of the Business Unit, use of the General Contractor and use of the Architectural Firm, we assume no responsibility for the quality of any construction because of any inspections made by us or any reports or recommendations made as a result of such inspections, we are not liable for any unsatisfactory performance of any contractor, architect, or suppler (including the General Contractor and Architectural Firm), even if such contractor, architect, or supplier was designated by us, and we are not liable for the Full Store Unit or Location's non-compliance with any law, statute, regulation, ordinance or other requirements including but not limited to the ADA. We shall have the option of approving or denying a request from you to use a General Contractor and/or Architectural Firm submitted by you to develop and construct the Full Store Unit. In connection with such request, you and the proposed General Contractor and/or Architectural Firm must submit all information and data as we may require to consider the request. We reserve the right to charge you a reasonable fee in connection with evaluating a request to use a proposed General Contractor and/or Architectural Firm. We may deny such request for any reason, including our determination to limit the number of approved General Contractors and/or

Architectural Firms. We do not maintain written criteria for approving service providers, so these criteria are not available to you or your proposed service provider.

Fixtures, Furnishings and Equipment. You must maintain at the Business Unit, at your expense, all fixtures, furnishings and equipment as we may direct from time to time in the Manual or otherwise, and you may not install or permit to be installed any fixtures, furnishings or equipment that do not meet our specifications. You must maintain the Business Unit in a clean, attractive condition and in good repair. We may, in our sole discretion, designate us or our affiliates (which will likely be Global Cellular) as the sole supplier of all fixtures, furnishings and equipment to be installed and utilized at the Business Unit. In that event, us, or our affiliates will use their reasonable commercial efforts to timely supply and ship to your Location, at your expense, all fixtures, furnishings and equipment for the Business Unit from which the Products will be sold and Services provided. The price for the fixtures, furnishings and equipment, and other associated charges and fees, including shipping costs, will need to be paid by you to us, or our affiliates, prior to any shipment of the these items, and the price for these items and other charges and fees are in addition to any Franchise Fee paid by you. Neither we or our subsidiaries, affiliates, or any designated third party supplier shall be liable for any delay or failure in the delivery of the fixtures, furnishings or equipment to the Location. Except for certain items which may be purchased from third parties, us and our subsidiaries or affiliates are and will likely remain the sole source for the fixtures, furnishings and equipment, including the physical Interactive Kiosk Structure, and our subsidiaries or affiliates will set the price for the fixtures, furnishings and equipment (including the cost for the shipping), and us and our subsidiaries and affiliates expect to generate profits from such sales.

It is an express condition of the franchise relationship that you must purchase your fixures, furnishings, and equipment, including the physical Interactive Kiosk Structure, from our affiliate, Global Cellular. Our affiliate may charge you a reasonable mark-up on these items that you purchase that is higher than the cost charged to our affiliate by the manufacturer. Based on our affiliate's purchasing power, the cost of the fixtures, furnishings and equipment purchased by you from our affiliate is comparable to prevailing market prices.

We estimate that the cost of the fixtures, furnishings and equipment purchased from our affiliate, Global Cellular, is (A) 15% to 20% of your total cost to establish an RMU franchise, and approximately 0% to 1% of on-going operation expenses for an RMU, (B) 30% to 33% of your total cost to establish an Interactive Kiosk franchise, and approximately 0% to 1% of on-going operation expenses for an Interactive Kiosk, and (C) 20% to 25% of your total cost to establish a Full Store franchise, and approximately 1% to 2% of on-going operation expenses for a Full Store. These ranges may vary depending on factors including the cost of monthly rent or sub-license fees and wages for employees.

Except for a few items such as televisions which may be purchased from a third party with our prior written approval, our affiliate, Global Cellular is the only approved

supplier of the fixtures, furnishings and equipment that are needed for your franchise. As stated above, our owners and officers, Kostantinos R. Skouras, Joseph Brown, and Jaime Brown, each own an interest in and are officers of Global Cellular. While it is within our discretion to do so, we do not anticipate any circumstances in which we would approve other approved suppliers of the fixtures, furnishings and equipment that are needed for your franchise. We do not maintain written criteria for approving suppliers, so these criteria are not available to you or your proposed supplier. Additionally, there is no purchasing or distribution cooperative established between us and a third party. We receive no rebate from Global Cellular as a result of Global Cellular being the exclusive supplier to you.

Failure to purchase the fixtures, furnishings and equipment from our affiliate Global Cellular is a material event of default that may lead to termination of your franchise.

WARRANTY

You must extend to your customers the same warranty that our manufacturers extend to us on all of the goods sold to you. You are not authorized to grant more extensive warranties with respect to the products.

INSURANCE

You must maintain current and effective insurance policies issued by carriers acceptable to your landlord and to us for:

(a) Comprehensive general and product liability insurance at a minimum of the insurance coverage that meets the levels required by the lessor, by local law, and regulation;

(b) General casualty insurance, including fire and extended coverage, vandalism malicious mischief insurance, for the replacement value of the Premises and its contents; and

(c) Any other type of insurance policies, such as business interruption insurance, and worker's compensation insurance to the extent required by applicable law, with coverage as we presently or hereinafter require.

Each insurance policy must name us as an additional insured and must include such other provisions, as we may reasonably require. You must deliver to us certificates of insurance or a copy of the subject policies. If you fail to deliver to us proof of insurance or if your insurance is canceled, expires, or is otherwise terminated, we have the option to (but are not required to) purchase the required insurance on your behalf and you must reimburse us for its cost. We do not anticipate that we would derive income from purchasing insurance for you but we reserve the right to pass any and all administrative costs of such activity on to you.

As stated above, some mall developers require our affiliate Global Cellular to directly lease or license the premises and, in such case, our current experience is that the mall developer also requires that Global Cellular obtains general liability insurance in the amount that the mall developer specifies. If this happens, and the mall developer will not allow you to obtain insurance independently, then Global Cellular will, on an annual basis, bill you for this insurance coverage and Global Cellular's billing will include a markup over its cost in order to cover administrative expenses and to provide an element of revenue. This markup will range between $20 and $100 per policy, depending on the cost to Global Cellular of the policy as well as other factors. There will be no installment payments and the billing will not be prorated over the year so operators may not receive a full year of coverage in their first and last year. In addition, you must obtain and pay for worker's compensation coverage to the extent required by applicable law and you may wish in your discretion to obtain supplemental liability insurance.

POINT OF SALE

Only equipment approved by us that meets our criteria and performance standards may be used in the operation of a franchise, including but not limited to such point of sale devices and associated software as may be approved or required for purchase by us. If we determine that additional or replacement equipment is needed because of a change in business considerations, you will, at your sole cost and expense install the additional equipment or replacement equipment within the reasonable time specified by us. You must, at your sole cost, install and maintain all equipment designated and required by us that we deem to be necessary to carry out, offer, and perform all of the Services that we require to be offered at the Business Unit. At your sole cost, you must install and maintain the point of sale system (**"POS"**) system designated and required by us. The POS system will likely include the associated software required by us and you shall pay such amounts to us and/or third parties as may be reasonably required to maintain the POS system and associated software and associated administrative costs.

You must purchase the POS system defined in Item 7. The main functions of the POS system are to collect and manage information about the various sales transactions at your Business Unit. For example, you will likely use the POS system to post all Product and Service sales, keep inventory control, post sales tax, refunds, and credits, and maintain customer information. Currently, our affiliate, Global Cellular, is the sole designated supplier for the POS system. Global Cellular has a supply arrangement with Radiant Systems, Inc. of Georgia (**"Radiant"**) for the POS system (**"Radiant Arrangement"**). The POS system will run on your iPad® device and can also work with your iPhone® or iPod touch®. The POS system bundle offered by Global Cellular includes, hardware, software and accessories. Some of the hardware and software required for the POS system is proprietary software of Radiant. You will be responsible for purchasing an iPad 2 or iPad with Retina display or any other compatible iPad model directly from a third party supplier of your choice. As described in Item 7, the current initial cost of the POS system is approximately between $1,600 and $2,200 which includes the cost you will pay a third party for the iPad. You are also required to pay a monthly software license fee ("**Software Fee**") to our affiliate, Global Cellular. The

Software Fee is also part of the Radiant Arrangement. We estimate that the monthly cost for the Software Fee will be approximately $70.00.

Global Cellular made sales to our franchisees for the POS system and Software Fee in the year 2013. Our affiliate may charge you a reasonable mark-up, surcharge, and handling fee on the POS system and Software Fee you purchase that is higher than the cost charged to our affiliate by the manufacturer or Radiant. While it is within our discretion to do so, we do not anticipate any circumstances in which we would approve other approved suppliers of the POS system that is needed for your franchise. We do not maintain written criteria for approving suppliers, so these criteria are not available to you. Additionally, there is no purchasing or distribution cooperative established between us and a third party. We receive no rebate from Global Cellular as a result of Global Cellular being the exclusive supplier to you.

We estimate that the cost of the POS system and Software Fee purchased from our affiliate, Global Cellular, are (A) 2% to 5% of your total cost to establish an RMU franchise and approximately 0% to 2% of on-going operation expenses for an RMU franchise, (B) 1% to 2% of your total cost to establish an Interactive Kiosk franchise and approximately 0% to 2% of on-going operation expenses for an Interactive Kiosk franchise, and (C) 0.5% to 2% of your total cost to establish a Full Store franchise and approximately 1% to 2% of on-going operation expenses for a Full Store franchise. These ranges may vary depending on factors including the cost of monthly rent or sub-license fees and wages for employees.

You are contractually required at your expense to upgrade and update the POS system to remain in compliance with our standards and specifications. As of the date of this Disclosure Document, we are not aware of the range or the frequency of upgrades or updates. There are no contractual limitations on the frequency and cost of this requirement.

Supplier Payments

We and our affiliates have the right to receive payments from approved suppliers based upon their dealings with you and other franchisees and we may use the monies we receive without restriction for any purpose we deem appropriate or necessary. Suppliers may pay us based upon the quantities of products or services our franchise System purchases from them. We do not provide material benefits to franchisees (for example, renewal of existing or granting additional franchises) based on their use of designated or approved suppliers. In the year ending December 31, 2013 we did not have any revenue from suppliers based on their dealings with our franchisees in providing goods or services but we anticipate receiving payments in the future.

We and our affiliates may negotiate supply arrangements with suppliers for the benefit of franchisees. Currently, our affiliate, CMS, has an arrangement with WorldPay US, Inc. (**"WorldPay"**) which purchased the company that previously had an arrangement with CMS, Century Payments, Inc., for WorldPay to provide credit/charge

card processing services to our franchise System (the **"WorldPay Arrangement"**). Our affiliate, CMS, also has a similar arrangement with United Merchant Services, Inc. ("**United**") for a few existing franchisees. You will be required to contract with WorldPay for these services under the WorldPay Arrangement. Our owners and officers, Kostantinos R. Skouras, Joseph Brown, Jaime Brown, and our officer Michael Duarte, each own an interest in and are officers of CMS. Under the WorldPay Arrangement, all of our franchisees are required to use WorldPay as their credit/charge card processing service provider. While it is within our discretion to do so, we do not anticipate any circumstances in which we would approve other approved suppliers of credit/charge card processing that is needed for your franchise. We do not maintain written criteria for approving suppliers, so these criteria are not available to you or your proposed supplier. Our affiliate, CMS receives monies under the WorldPay Arrangement relationship based upon a percentage of the transaction fees collected by WorldPay from our franchisees. The specific percentages are described in the WorldPay Arrangement and vary on a per transaction basis depending on the type of transaction and the type of credit/charge card being processed. During our fiscal year ended December 31, 2013, CMS received $110,621.00 from WorldPay. As part of the WorldPay Arrangement, you must sign a Customer Processing Agreement with WorldPay. A copy of the form of Customer Processing Agreement is attached to this Disclosure Document as Exhibit L. Under a similar arrangement with United, CMS received $14,086.00 from United during our fiscal year ended December 31, 2013. Other than the WorldPay Arrangement, and United, we and our affiliates do not currently, but we may in the future, negotiate supply arrangements with suppliers for the benefit of franchisees.

Item 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure document item
a. Site selection and acquisition/lease	§ 5D	Items 5 and 11
b. Pre-opening purchases/leases	§ 5	Items 5 and 8
c. Site development and other pre-opening requirements	§§ 5; 6O	Items 5, 6, 7, and 11
d. Initial and ongoing training	§ 5	Items 6 and 11
e. Opening	§ 6G	Item 11
f. Fees	§ 3	Items 5, 6, and 7
g. Compliance with standards and policies/Operating Manual	§ 6	Items 8 and 11
h. Trademarks and proprietary information	§ 8	Item 13
i. Restrictions on products/services offered	§§ 5C; 6D; 6F; and 6I	Items 8 and 16
j. Warranty and customer service requirements	§§ 5C and 6J	Items 8 and 11
k. Territorial development and sales quotas	None	None
l. Ongoing product/service purchases	§§ 5C; 6D; and 6F	Item 8
m. Maintenance, appearance, and	§ 6D	Items 11 and 17

Obligation	Section in Agreement	Disclosure document item
remodeling requirements		
n. Insurance	§ 6K	Items 7 and 8
o. Advertising	§ 8A	Item 11
p. Indemnification	§ 6M	Item 6
q. Owner's participation/management/staffing	§§ 6A; 6J; and 9A	Items 11 and 15
r. Records and reports	§§ 7A and 7D	Item 6
s. Inspections and audits	§ 6I and 7B	Items 6 and 11
t. Transfer	§ 9D	Items 6 and 17
u. Renewal	§ 4	Items 6 and 17
v. Post-termination obligations	§ 11	Item 17
w. Non-competition covenants	§ 8D	Item 17
x. Dispute resolution	§ 13	Item 17
y. Owners/Shareholders/Spouse Personal Guaranty	§ 1A; Ex. 1	Item 15

Item 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

Item 11

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

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

Services Before Opening. Before you open your Business Unit, we will:

(A) Assist you in selecting, and then approve (if appropriate) the Premises, and assist in obtaining the lease, license, sublease or sub-license. We may lease or license the Premises from the landlord where your Business Unit will be located and sub-license the Premises to you. (See Franchise Agreement, § 5D);

(B) Assist you in the construction of your Business Unit through our affiliate, Global Cellular, by selling to you the Interactive Kiosk physical Structure which includes the architect fee and shipping, selling to you the fixtures for your RMU, or for a Full Store, providing our standards and specifications for the build-out and design for your Full Store Business Unit as well as providing you with an approved General Contractor and Architectural Firm which may be our affiliate, Global Cellular. We or our affiliate will assist you in the development and planning of any construction and design but you are responsible for all costs. (See Franchise Agreement, § 6O);

(C) Provide you with initial training. (See Franchise Agreement, § 5A);

(D) Assist you in purchasing, through our affiliate Global Cellular, your opening inventory. (See Franchise Agreement, § 5C);

(E) Assist you in purchasing furnishings, fixtures and equipment through our affiliate, Global Cellular. (See Franchise Agreement, § 6O); and

(F) Provide you with grand opening assistance from our personnel, including planning and developing a grand opening promotional program. (See Franchise Agreement, § 8A(10)).

Services During Operation. During the operation of your Business Unit, we will:

(A) Give you access to advertising and promotional materials we develop. (See Franchise Agreement, § 8);

(B) Provide additional training. (See Franchise Agreement, § 5A);

(C) Assist you in purchasing, through our affiliate Global Cellular, any and all inventory that you may need on an ongoing basis. We will provide you updates on the latest goods being offered and we will assist you on a reasonable basis in helping you decide which goods to purchase. (See Franchise Agreement § 5C);

(D) Notify you of changes to, or the creation of, Business Unit standards and specifications and approved or designated suppliers, or the termination of existing approved or designated suppliers. (See Franchise Agreement, §§ 6J, 6L, 8E); and

(E) Provide you with reasonable over-the-phone support during our normal business hours. (See Franchise Agreement, § 5B).

SITE SELECTION

You must submit for our approval a site for your Business Unit. We may help you select the site for your Business Unit, although we are not obligated to do so. In some circumstances, especially in shopping malls, you will likely sub-license your store location from our affiliate. Otherwise, you will likely lease or license your store location from independent third parties. We will consider the locations of other wireless device accessory stores in the vicinity of the proposed site and other such items, as may be part of our standard site criteria in determining whether to approve a site. Additional factors and information may include a copy of the site plan, financial information, population information, median household income, traffic flow, and presence of businesses such as cell phone carriers. Additionally, as noted above, there may be occasions when we have executed a lease or license for a site and we are willing to sub-license the location to you. You are responsible for locating a site and we are not obligated to sub-license a site to you. See Franchise Agreement § 5D.

To seek our approval of the lease or license for the Premises, you must provide a copy of the proposed lease or license. The terms of the lease or license must, in our reasonable opinion comply with the requirements laid out in Item 8. We will use our reasonable commercial efforts to approve or disapprove your site within 30 to 60 days after we receive notice of the location and have all the necessary documentation for review. See Franchise Agreement § 5D. If you lease or license the premises from a third party, you and the landlord must enter into a Conditional Lease Assignment in the form attached as Exhibit "G", which includes, among other things, a provision that permits you to assign your interest in the premises to us when your Franchise Agreement expires or terminates. If we do not approve a site, you must propose a new site. The Franchise Agreement states that you must begin your operations of the Business Unit no later than 5 months after signing the Franchise Agreement unless we authorize you to open at a later date. If we and you are unable to agree upon a site for a Business Unit we may terminate your Franchise Agreement.

We do not in any way endorse, warrant, or guarantee either directly or indirectly the suitability of your franchise site or the success of your franchise. The success of your

franchise depends on a number of factors including your operational abilities, site location, mall traffic, consumer trends, and other such factors that may or may not be within your direct control.

We estimate that the average length of time between signing of a franchise agreement and opening of a franchised business will be between 30 and 60 days for an RMU or Interactive Kiosk, and between 4 and 5 months for a Full Store. Factors that may affect the length of time it takes to open include site location, design of the Premises, construction of the site, installation of furnishings, fixtures and equipment, financing, permits, ordinance issues, landlord approval, and training.

FIXTURES AND SITE DEVELOPMENT

We, or our subsidiaries or affiliates will use their reasonable commercial efforts to timely supply and ship to your Location, at your expense, the fixtures, furnishings and equipment for the Business Unit from which the Products and Services will be sold.

We or our subsidiaries or affiliates are and will likely remain the sole source for the fixtures, furnishings, and equipment. The fixtures, furnishing and equipment must be maintained in accordance with the requirements and specifications established from time to time by us in the Manual or otherwise. The General Contractor will provide for delivery and installation of these items at your expense.

TRAINING

Before you are allowed to operate your franchise, you will undergo training. The initial training program consists of the following:

TRAINING PROGRAM

Subject	Hours/Days Classroom Training	Hours/Days On-the-Job Training	Location
Orientation/ Company Philosophy	¼ Day	0 Days	Cellairis Corporate Headquarters (Alpharetta, Georgia), a training center location, and Your Franchise Location
Set up	½ Day	1 Day	Cellairis Corporate Headquarters (Alpharetta, Georgia), a training center location, and Your Franchise Location

Product Knowledge	1 Day	½ Day	Cellairis Corporate Headquarters (Alpharetta, Georgia), a training center location, and Your Franchise Location
Sales Techniques	½ Day	½ Day	Cellairis Corporate Headquarters (Alpharetta, Georgia), a training center location, and Your Franchise Location
Merchandising	½ Day	½ Day	Cellairis Corporate Headquarters (Alpharetta, Georgia), a training center location, and Your Franchise Location
Marketing Portal & Information	¼ Day	½ Day	Cellairis Corporate Headquarters (Alpharetta, Georgia), a training center location, and Your Franchise Location
Daily Operations/Administration	¼ Day	1 Day	Cellairis Corporate Headquarters (Alpharetta, Georgia), a training center location, and Your Franchise Location
Ordering/Website Navigation	½ Day	½ Day	Cellairis Corporate Headquarters (Alpharetta, Georgia), a training center location, and Your Franchise Location
Point-of-Sale System	½ Day	½ Day	Cellairis Corporate Headquarters (Alpharetta GA), a training center location, and Your Franchise Location
Networking	¼ Day	½ Day	Cellairis Corporate Headquarters (Alpharetta GA), a training center location, and Your

			Franchise Location
Training a Team	¼ Day	½ Day	Cellairis Corporate Headquarters (Alpharetta GA), a training center location, and Your Franchise Location
In-Store Device Repairs Basic Training	2 Days	1 Day	Cellairis Corporate Headquarters (Alpharetta GA), a training center location, and Your Franchise Location

You or your designated manager must attend all phases of the initial training program and complete it to our satisfaction before your Business Unit opens for business. If you decide to designate a manager that is not you, your designated manager must be (i) designated by you to assume primary responsibility for managing the Business Unit and (ii) will devote full time and best efforts to the management and operation of the Business Unit. Unless you will be a manager for the Business Unit, you do not have to attend initial training. Training will occur monthly to ensure that you can be trained as quickly as possible, at our corporate headquarters located in Alpharetta, Georgia, a training center location, and at your franchise location. We have the option and sole discretion to decide where training will occur. Currently, we anticipate providing approximately 7 days of classroom training at our corporate headquarters in Alpharetta, Georgia, and approximately 7 days of on the job training that will occur at a local Business Unit in Metro Atlanta, Georgia and/or at your Business Unit. These estimates are subject to change at our sole discretion and you may not receive training at all three locations. Failure to successfully complete any aspect of the training program, as we determine in our sole discretion, constitutes grounds for immediate termination of your franchise.

We do not charge for this initial training because it is included as part of the payment of the initial franchise fee, but you must pay all reasonable and actual costs associated with the living expenses of you, your employees and of the trainers, including travel, hotel, and meals. All training will last for a period of approximately 14 days. All training is hands on and does not require any instructional materials. After the initial training, additional training is available but there are additional fees and costs associated.

The training program will be supervised by the following instructors: (i) Andy Keith – 10 years of training experience and 5 years of experience with the sale of cell phone accessories, 5 of which are with us and our affiliate, and (ii) Alissa Reynolds - 6 years of training experience and 2 years of experience with the sale of cell phone accessories, all of which is with us and our affiliate.

ADVERTISING SERVICES

Only those advertising and promotional materials or items which are authorized by us in writing before use shall be used, sold, or distributed, and no display or use of the Marks (as defined in Item 13) shall be made without our prior written approval. All materials on which the Marks are used must include the designation ® or such other designation as we may specify. You must, at your sole cost and expense, participate in and offer all System coupons, loyalty cards, gift cards, discounts and other promotions in accordance with marketing programs we establish, and honor the coupons, loyalty cards, gift cards, discounts and other promotions issued by our other franchisees under any such program. See Franchise Agreement § 8.

Grand Opening Advertising

You must develop and implement, at your own expense, a grand opening promotion to introduce the Business Unit to the public during the period from 10 days prior to and 10 days after, the opening of the Business Unit or 10 days after the transfer of the Business Unit, spending a minimum of $2,500 for the grand opening promotion. Your grand opening promotion must be approved by us, and if we have developed marketing or advertising programs or materials for the Business Unit's grand opening, you must use such programs and materials. See Franchise Agreement § 8(A)(10).

Local Advertising

You must spend a reasonable amount, that is no less than one percent (1%) of Gross Sales per calendar quarter, on local market advertising. Local advertising expenditures may not include incentive programs, including the cost of honoring coupons, costs incurred in honoring sales promotions, salaries, contributions, donations, press parties, in-store fixtures or equipment, displays, and exterior or interior signage.

If you fail to make the required local advertising expenditures, we have the right to spend an amount not to exceed one percent (1%) of the Gross Sales of the Business Unit on local advertising on your behalf for the following four (4) quarters, and you will be required to reimburse us for such expenses, including a reasonable administrative fee. See Franchise Agreement § 8(A)(9).

Advertising Fund

There is currently no advertising fund to which you must contribute. However, we have the right to establish and administer an Advertising Fund intended to maximize and support general public recognition, brand identity, sales and patronage of Cellairis franchises for the benefit of all Cellairis franchises and the overall System including all types of Business Units. The Advertising Fee will be used for maintaining, administering, directing and preparing international, national, regional or local advertising materials, programs and public relations activities including the costs of preparing and conducting television, radio, magazine, billboard, newspaper, direct response literature, direct mailings, brochures, collateral advertising material,

implementing websites for us and/or our franchises, surveys of advertising effectiveness and other media programs and activities, establishing and administering gift-card programs, customer loyalty programs, employing advertising agencies and providing promotional brochures, decals and other marketing materials.

If an Advertising Fund is established in the future, you must pay to us, or a designee, which may be our affiliate, Global Cellular, a monthly Advertising Fee in an amount to be designated by us or our designee, not to exceed three percent (3%) of Gross Sales for the preceding month. The Advertising Fees will be paid monthly by the 10th day of each month for the previous month.

Monthly Advertising Fees will be deposited in a separate banking account and moneys received will be accounted for separately from our other funds, and will not be used to pay any of our general operating expenses, except for reasonable salaries, administrative costs and overhead incurred by us in relation to the administration or direction of the Advertising Fund or its programs. A financial statement of the operations of the Advertising Fund shall be prepared annually (the cost of preparing such statement to be paid out of the Advertising Fund), and shall be made available to you upon written request to us. See Franchise Agreement § 8(A)(8).

Advertising Cooperatives

You may be required to participate in a local, regional or national Advertising Cooperative, consisting of other Cellairis franchisees. We may designate the particular Advertising Cooperative which you must participate in, and the designation may be based upon, without limitation, the particular designated market area or area of dominant influence where the Business Units operated by the franchisee are located.

Any required payments to the Advertising Cooperative will be determined by the franchisees who are participants in the Advertising Cooperative, as set forth in the by-laws of the Advertising Cooperative. Any by-laws or other written governing documents of the Advertising Cooperative must be approved by us in advance and in writing. Any by-laws of an Advertising Cooperative and any other written governing documents must be approved in advance by us in writing and must use such voting and advertising processes and procedures as may be directed by us for all Cellairis Advertising Cooperatives. However, you are not required to spend more than two percent (2%) of Gross Sales per year in connection with any Advertising Cooperative. Amounts paid to an Advertising Cooperative will be credited against payments you would otherwise be required to make for local advertising, as described in § 8(A)(9) of the Franchise Agreement.

If you fail to pay any required Advertising Cooperative payments or do not abide by any formal agreements or authorized decisions of the Advertising Cooperative, this is deemed to be a failure to participate in the Advertising Cooperative and is a breach of the Franchise Agreement.

Upon our request, you must provide us with all requested information relating to the Advertising Cooperative within 10 days of our request. Upon 30 days' written notice, we may suspend or terminate an Advertising Cooperative's program or operations. See Franchise Agreement § 8(A)(11).

ADDITIONAL TRAINING

We also provide additional training programs at our option and discretion. Additional training may be required by us or may be requested by you and provided at our option and discretion. If you refuse or are unable to maintain our required standards for the Business Unit, additional training may in our discretion be mandated and required. The circumstances when we may require you to attend additional training are typically when we receive verbal or written complaints from the mall where the Business Unit is located or from customersor the presentation and appearance of the Business Unit. If we require that you attend additional training or if you request additional training and we agree to provide additional training, you will be required to pay a fee of $250 per day as well as any and all reasonable and actual costs for you and us associated with all instructional materials, salaries, and travel costs associated with participating in such additional training programs. See Franchise Agreement § 5A.

SUPPLY INVENTORY

Our affiliate, Global Cellular, is the sole supplier of inventory, which includes Products, Parts and Services, and as such it will continue to supply you with any and all inventory that you may need on an ongoing basis. The payment for inventory will be credit card, which is exactly the same as they are in the initial investment as detailed in Item 6. We will provide you updates on the latest goods being offered and we will assist you on a reasonable basis in helping you decide which goods to purchase. See Franchise Agreement § 5(C).

HIRING

We will not provide any assistance in the hiring of any employees that you may hire.

WARRANTY

You must extend to your customers the same warranty that we extend to you from our manufacturer on all of the goods sold to you. You are not authorized to grant more extensive warranties with respect to the products. See Franchise Agreement § 5C.

CONSULTATION

We will use our reasonable commercial efforts to make our personnel available to you for telephone, fax, or e-mail consultation on all aspects of your business in a timely manner for no additional charge. See Franchise Agreement § 5B.

OPERATIONS MANUAL

At this time, we do not have an operations manual; however, we may develop a Confidential Operations Manual (**"Manual"**) in the future. If so, we will loan you one copy of this Manual for the duration of the term of your franchise. The Manual will constitute a confidential trade secret of ours and shall remain our property. The Manual cannot be photocopied, reproduced, or disseminated without our written consent. See Franchise Agreement § 6L.

POINT OF SALE SYSTEM

You must purchase the POS system. The main functions of the POS system are to collect and manage information about the various sales transactions at your Business Unit. For example, you will likely use the POS system to post all product and service sales, keep inventory control, post sales tax, refunds, and credits, and maintain customer information. Currently, our affiliate, Global Cellular, is the sole designated supplier for the POS system. Global Cellular has a supply arrangement with Radiant, Inc. of Georgia (**"Radiant"**) for the POS system (**"Radiant Arrangement"**). The POS System bundle offered by Global Cellular includes, hardware, software and accessories. Some of the hardware and software required for the POS system is proprietary software of Radiant. The POS system will run on your iPad® device and can also work with your iPhone® or iPod touch®. You will be responsible for purchasing an iPad 2 or iPad with Retina display or any other compatible iPad model directly from a third party supplier of your choice. As described in Item 7, the current initial cost of the POS system is approximately between $1,600 and $2,200 which includes the cost you will pay a third party for the iPad. You are also required to pay a monthly software license fee (**"Software Fee"**) to our affiliate, Global Cellular. The Software Fee is also part of the NCR Arrangement. We estimate that the monthly cost for the Software Fee will be approximately $70.00.

You are contractually required at your expense to upgrade and update the POS system to remain in compliance with our standards and specifications. As of the date of this Disclosure Document, we are not aware of the range or the frequency of upgrades or updates. There are no contractual limitations on the frequency and cost of this requirement.

We have the right to electronically and manually access the information that the POS system collects and generates. You must cooperate with us in helping us access this information. We will have the right at any time to access your system to retrieve and compile information concerning your Business Unit. In other words, we will have independent access to your sales information and data produced by your systems. There are no contractual limitations on our right to access this information and data. In addition, we require that you subscribe for internet access with a reputable internet service provider that offers a static IP address. You must supply the appropriate communications devices in order to permit the POS system to operate and provide us with access. (See Franchise Agreement § 6D).

Item 12

TERRITORY

You must establish your franchise only at an approved location. This franchise is for the operation of a single location Business Unit at the specified location only and does not in any way grant or imply any area, market or territorial rights proprietary to you. It is entirely within our sole and arbitrary discretion whether to offer or grant additional Business Units or locations to you. There will be no minimal sales requirements imposed on you as a condition of you being able to keep your Business Unit location. 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. We may establish other franchised or company owned outlets that may compete with your location.

You can only sell the Products, Parts and/or Services at retail prices to consumers from and through your Business Unit and you cannot sell the Products, Parts and/or Services from any location other than your Business Unit. You cannot sell such items for redistribution or resale unless otherwise approved in writing by us in our discretion. See Franchise Agreement § 6F.

If you enter into a sub-license with our affiliate, Global Cellular, for your Business Unit location, your sub-license is expressly made subject to all the obligations and conditions of the underlying lease or license which you will receive a redacted copy of or a summary of with your sub-license. In the event that the underlying lease or license expires or is terminated by the landlord, irrespective of the cause or circumstance, then we have the right to immediately terminate your sub-license agreement without any liability whatsoever of us or Global Cellular to you except that you may obtain from Global Cellular, as your sole and entire remedy, any unearned fees paid in advance which shall be refunded to you only if such termination is not the result of a breach by you of your sub-license agreement. In the event that the underlying lease, license, sublease or sub-license for your Business Unit location expires or is terminated, we have the right to terminate your Franchise Agreement at the same time. We have no obligation to provide you with an alternate location in the event your lease, license, sublease or sub-license is terminated. While it is within our sole discretion, some of the conditions/circumstances under which we will consider not exercising our right to terminate your Franchise Agreement are whether you have complied with the Franchise Agreement, and if, in our judgment and discretion, you have obtained another suitable location for the Business Unit.

We expressly reserve the right to operate franchise locations as well as the right to grant franchises, licenses or distributorships to any type of business including those which are the same as or similar to the operations of your unit under any mark including the Marks. We expressly reserve the right to sell wireless/cellular accessories and other products at wholesale or retail and through other channels or methods of distribution, including, but not limited to private label products, sales over the internet, sales to other

retailers and wholesalers, mail order and catalogue sales, and sales via radio and television. We have the sole discretion to approve or disapprove any relocation by you to either another mall or another location.

Item 13

TRADEMARKS

The principal Cellairis® commercial symbol, which we will license to you, appears on the cover of this disclosure document. We grant you the non-exclusive right to operate a franchise under the name and mark Cellairis®. You may also at a later date be expressly authorized by us to use other current or future trademarks in connection with your franchise. By trademarks we mean trade names, trademarks, service marks, and logos used to identify your franchise (**"Marks"**).

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

Registration Number	Description Of Mark	Principal Or Supplemental Register of the United States Patent and Trademark Office	Registration Date
3,291,761	CELLAIRIS	Principal	September, 11, 2007
3,955,085	CELLAIRIS	Principal	May 3, 2011
4,424,089	CELLAIRIS	Principal	October 29, 2013
4,424,093		Principal	October 29, 2013
Application No. 86196691		Principal	Filed February 18, 2014

You must follow our rules when you use the principal Marks. You cannot use any of the Marks as part of a corporate name, other business name, or with modifying

words, designs, or symbols unless we provide you with express prior written authorization to do so. You may not use our Marks in connection with the sale of unauthorized products or services or in a manner not authorized in writing by us.

All required affidavits for the principal Marks have been filed. There is no currently effective determination of the USPTO, the trademark administrator of this state or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving any of the principal Marks.

As stated above, our principal Mark "Cellairis" is registered on the Principal Registrar of the USPTO. Our affiliate, Global Cellular, has filed an additional application (Application No. 86196691) (the "**Additional Application**") seeking broader coverage and protection with respect to its design mark. With regard to the Additonal Application, on February 18, 2014, our affiliate, Global Cellular, filed a trademark application based on intent to use for registration on the Principal Register of the USPTO. We do not have a federal registration for this Additional Application. Therefore, our Additional Application does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

On December 1, 2005, our affiliate Global Cellular granted a 30 year license to us to use, among other things, the Marks, which was amended on January 1, 2012. Pursuant to the license agreement, Global Cellular granted to us the right to use, and the right to grant to franchisees a license to use pursuant to a Franchise Agreement, the Marks in connection with, among other things, the Products and Services. Global Cellular also granted to us the right to utilize the Marks in advertising relating to the Products and Services. Global Cellular reserves the right to utilize the Marks itself and to authorize the use of the Marks by subsidiaries and affiliated parties. The license agreement may only be terminated by Global Cellular for a willful, intentional and material breach by us. Any such termination may only be upon 120 days advance written notice by Global Cellular to us during which period we shall have an opportunity to cure or correct the breach. It is the clear intention of Global Cellular and us to establish a long term working relationship upon which we and our franchisees may rely and the parties intend to establish a substantial threshold which must be overcome by Global Cellular in order to claim a right to terminate the license agreement. In this context, the parties agreed that we shall be given every reasonable right and opportunity to cure any claimed breach and to correct any practice or procedure that may lead to any claimed breach.

No other agreement limits our right to use or license the use of any of the Marks.

You must notify us immediately in writing if you become aware of any unauthorized use of any of our Marks. You shall immediately notify us of all infringements of or limitations on the Marks which come to your attention or challenges to your use of any of the Marks, and we shall exercise absolute discretion in deciding what action, if any, should be taken in connection therewith. You agree to cooperate in the prosecution of any action to prevent the infringement, limitation, illegal use, or misuse of the Marks and agree to be named as a party in any such action if so requested

by us. We agree to bear the legal expenses incident to your participation in such action, except for fees, expenses and other costs of your personal legal counsel if you elect to be represented by counsel of your own choosing. We have no obligation to protect your right to use the Marks or to protect or indemnify you against claims of infringement or unfair competition regarding your use of the Marks.

We plan to invest time, energy, and money in the promotion and protection of our Marks. We do not intend to change them. However, rights in intangible property such as the Marks are often difficult to establish and defend. Changes in the cultural and economic environment within which we operate or third party challenges to our rights in the Marks may make it desirable or necessary to change the Marks. We therefore have the right to change our Marks and the specifications for each when we believe, in our reasonable discretion, that the changes will benefit the franchise on a whole. You must promptly conform, at your own expense, to any such changes.

We are not aware of any superior prior rights or infringing uses that would materially affect your use of the Marks in this state or the state where your franchise is to be operated.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We have not registered any patents or copyrights. We have no pending patent applications. We do not have any ownership rights or licenses to patents that are material to the franchise. We claim common law copyrights in our original materials used in the franchise, including any manuals that do not exist now, but may exist in the future, promotional materials used within the franchise, and any other confidential information.

Pursuant to the Franchise Agreement, you must fully and strictly adhere to all security procedures prescribed by us for maintaining the confidentiality of our proprietary information. You must exercise the highest degree of diligence in protecting the secrecy of the confidential information during and the term of the Franchise Agreement and after its termination or expiration. You may not, during the term of the Franchise Agreement or after its termination or expiration, communicate, divulge, or use for the benefit of any other person or legal entity, any confidential information, drawings, knowledge, or know how concerning the methods of development or operation of the franchise which maybe communicated to you or of which you may be apprised in operating a franchise under the terms of the Franchise Agreement. You may divulge the confidential information only to those of your employees, as must have access to it in order to develop or operate the franchise. All information, drawings, knowledge, know how, and techniques used in or related to the franchise which we communicate in writing or otherwise to you, including plans and specifications, marketing information and strategies, site evaluation and selection techniques, methods of inventory control, storage, product handling, and management are confidential for purposes of the Franchise Agreement.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosures to others and tell us when you learn about unauthorized use of this information. We are not obligated to take any action but will respond to this information as we think appropriate. You must also agree not to contest our interest in these or our other trade secrets.

If you fail to comply with the requirements of the Franchise Agreement concerning confidentiality, it will cause us irreparable injury and you are required to pay all court costs and reasonable attorneys' fees incurred by us in obtaining specific performance of, or an injunction against any violation of, the requirements of the Franchise Agreement concerning confidentiality.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require that you devote your full time and best efforts to the day to day operation of the franchised Business Unit with no other operational or management commitments in other businesses (except other franchised Business Units granted by us to you) and if you are an individual, we recommend on-premises supervision and participation by you. We may, in our discretion in instances such as where you operate multiple franchised Business Units, and where you are a business entity, allow you to hire a qualified manager to operate the day to day affairs of the franchised Business Unit but you must continue to provide full time and best efforts and you must remain actively involved in the operations and management of each franchised Business Unit. You are not required to obtain our approval of your qualified manager. Your manager must devote all of his or her productive time and effort to the management and operation of the Business Unit. If we determine that a manager is not properly performing his or her duties, we will advise you and you must immediately take steps to correct the situation. Failure to comply with this provision is grounds for termination of the Franchise Agreement.

You must carefully monitor, supervise, and be responsible for the performance of anyone designated to manage the operation of the Business Unit. Any designated manager who will operate the Business Unit must satisfactorily complete initial training. The on-premises manager cannot have an interest or business relationship with any of our business competitors. The manager need not have an ownership interest in a corporate or partnership franchisee. Upon our request, you must advise us, in writing, of all personnel involved in the operation of the Business Unit and their position including job duties and relationship to you.

We have the right to request that you require and obtain noncompetition, nonsolicitation and/or nondisclosure agreements (including covenants applicable on the termination of the person's relationship with you) from any and all of your managers and any other employees of yours, who have received or will receive training or confidential

information from us and any holder (except for limited partners) of a beneficial interest of your securities and any corporation, partnership, or limited liability company directly or indirectly controlling you, if you are operating as a corporation, partnership, or limited liability company (or of any general partner that is a corporation, partnership or limited liability company or any corporation, partnership, or limited liability company directly or indirectly controlling a general partner of yours, if you are operating as a partnership), who have received or will receive training or confidential information. Since the law on restrictive covenants varies from state to state, we do not provide a form agreement that must be signed, but we require, to the greatest extent allowable by law, that any noncompetition, nonsolicitation and/or nondisclosure agreement prohibits these parties from directly or indirectly engaging in activities that compete with the operations of your Business Unit or any other franchised Business Unit, disclosing our confidential and proprietary information and trade secrets, and soliciting our employees and employees of other Cellairis franchisees.

If you are a business entity, we may, as a condition to the signing of or continuation of the Franchise Agreement, require that each of your owners execute the Personal Guaranty attached to the Franchise Agreement as Exhibit "1". Additionally, if the Franchise Agreement is to be signed by an individual(s) in his/her/their individual capacity or by an entity, whereby the individual(s) or entity's owner(s) only satisfies Company's financial, creditworthiness and/or management qualifications based on, or with the joint qualifications of, his/her/their spouse(s), we may, as a condition to the signing of or continuation of the Franchise Agreement, require each such spouse to sign the Personal Guaranty attached to the Franchise Agreement as Exhibit "1". The Personal Guaranty will bind the guarantors to all of the obligations in the Franchise Agreement including noncompetition, nonsolicitation and nondisclosure of our confidential and proprietary information and trade secrets, as well as the financial obligations.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Premises (the site of your Business Unit) solely for the operation of your franchised Business Unit. The Premises shall be open for business during those hours specified by us and at a minimum, strictly in accordance with the requirements of any lease associated with the Location. See Franchise Agreement §6E.

You must offer and sell all the Products, Parts and Services and only the Products, Parts and Services that we have authorized you to provide. You may not offer or sell any unauthorized items. You may not sell any products in violation of the trademark laws of the United States. You are required to offer or sell Products, Parts and Services only at retail and from the Premises and to refrain from off-Premises sales unless expressly authorized by us in writing. Additionally, unless such statement is expressly approved in advance in writing by us, you cannot, directly or indirectly, represent yourself, your employees, your repair services, or repair products as being an "authorized repair facility", an "authorized repair service" or an "authorized repair product" (or any similar

phrase that implies a relationship with a branded product, company, manufacturer, carrier channel etc.) for any branded products, manufacturers, carrier channels or other companies (such as "An authorized BRAND X repair location" or similar words).

You have discretion as to the prices to be charged customers for the sale of any Products, Parts or Services. However, subject to the requirements of applicable law, we reserve the right to specify in writing a retail price and/or to establish in writing minimum and/or maximum prices for Products and Services. In such event, you will sell or offer for sale Products and Services at the specified retail price or, if applicable, per the minimum and/or maximum retail prices established by us or our affiliate from time to time. Where no retail price or maximum or minimum price has been specified or established by us or our affiliate with respect to a particular Product, Part or Service, you may sell such Product, Part or Service at any reasonable price you choose. You will offer and participate in any retail program advertised by us to the public as available at Cellairis stores, including without limitation, those retail programs which specify one or more Products, Parts or Services at a particular price. Advertised retail prices and specified maximum and minimum prices for Products, Parts or Services may vary from region to region to the extent deemed necessary by us or our affiliate in order to reflect differences in costs and other factors applicable to such regions. You may not sell Products or Parts for redistribution or resale. There are no other restrictions on the people or companies to which you may sell Products, Parts or Services.

You may not engage in any local, regional, or national advertising activities utilizing the trademarks or erect, hand out, or display any sign, poster, coupon, advertising, or promotional material utilizing the trademarks of any type without our prior written consent. We will have the right to remove any unauthorized material at your expense.

You must operate your franchise in total compliance with the systems and procedures stated in the Franchise Agreement. We may make changes in our systems and procedures, when, in our reasonable discretion, change is needed for the continued success and development of the franchise. Such changes may require the purchase of equipment, supplies, furnishings, or other goods, completion of additional training by your employees, or other costs to you. You must promptly conform to the modified systems and procedures at your own expense.

We may offer some goods and services as optional for qualified franchisees. There are no current optional services; however, these optional goods and services may include additional products, the sale of cellular telephones, the sale of cellular telephone plans, and other goods and/or services associated with wireless devices. To offer optional goods and services, you must be in substantial compliance with all material obligations under your Franchise Agreement. In addition, we may require you to comply with other requirements (such as training, marketing, and insurance) before we will allow you to offer certain optional services. We or our affiliates, may, in their reasonable discretion, from time to time during shortages or during special promotions or events, allocate the sales of Products and Parts among franchisees and others within and outside

the System. We do not have specific methods of how we would allocate such sales in these circumstances, but factors that we would consider are past sales history, purchase history, current franchisee inventory levels, ongoing compliance with the Franchise Agreement, and regional sales data.

Also, depending on availability as well as the terms of the underlying lease, license or other occupancy agreement for the Location, you may not be permitted to carry all Products and Services we make available to the System. Further, we may, in our sole discretion, condition the availability to you of special promotional Products and Services, special branded Products and Services, or designated premium Products upon your agreement to comply with established promotional conditions or requirements, upon your compliance with the Franchise Agreement, or upon such other conditions as we may elect, in our discretion to impose with respect to access to such special or premium Products or Services. You are also required to purchase and maintain a Products and Parts inventory level sufficient to meet the current needs of your customers. Your current needs will typically be determined by reviewing your month to month sales, comparisons to previous years, new wireless devices introduced into the market, and regional sales data. We or our affiliates may, from time to time, introduce new Products and Services as well as identify best selling Products and Servies. The satisfaction of consumer demand for new or popular Products and Services is important to us, to you and to the System as a whole. You must agree to use your best efforts to carry in your inventory a substantial percentage of new Products and Services and best-selling Products and Services.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Agreement	Summary
a. Length of the Franchise Term	§ 1A	Term is 5 years unless sooner terminated in accordance with the provisions of the Franchise Agreement and provided, however, that we may terminate the Franchise Agreementin the event that the underlying lease, license, sublease or sub-license for the Business Unit location expires or is terminated, irrespective of the cause of any such termination.

Provision	Section in Agreement	Summary
b. Renewal or Extension of Franchise	§ 4	If you meet conditions (as detailed below) and are in good standing, you can add one additional consecutive 5 year term.
c. Requirements for you to renew or extend	§4	The requirements for renewal include: 1) you must sign a new agreement; 2) be in good standing; 3) give timely notice; 4) pay a Successor Franchise Fee; 5) sign a release; 6) you must have operated the unit in accordance with the terms and conditions of the Franchise Agreement; 7) satisfied, in a timely fashion, all financial obligations; 8) attend and complete any retraining program; and 9) you must maintain, improve, alter, replace and remodel the unit, in accordance with the terms and conditions of the Franchise Agreement. We can refuse to allow you to renew or extend if you fail or refuse (or, in some cases, if during the term of the franchise agreement you have failed or refused) to meet each and every of these required conditions. You may be asked to sign a contract with materially different terms and conditions than your original contract.
d. Termination by you[1]	§10B	You may terminate the agreement if you are in substantial compliance with all material terms of the Franchise Agreement and we materially breach the Franchise Agreement and fail to cure such breach within 60 days after written notice is delivered to us. A termination (or attempted termination) by you other than in strict compliance with § 10(B) shall be deemed a termination by you without cause and a material breach of the Franchise Agreement.
e. Termination by Cellairis without cause[1]	None	N/A

Provision	Section in Agreement	Summary
f. Termination by Cellairis with cause[1]	§10A	We can terminate only upon uncured or noncurable material event of default.
g. "Cause" defined – defaults which can be cured	§10A	You have 5 days to cure failures to operate pursuant to operating standards, selling products in violation of the Agreement, improper use of equipment, non-payment of monies, and 15 days to cure other items listed in § 10A.
h. "Cause" defined – non-curable defaults	§10A	Noncurable defaults include failure to submit financial documents, inability to pay debts, conviction of an offense with a term of punishment of one year in prison, engagement of unfair competition, submission of knowingly false information, failure to complete Initial Training program, abandonment of the franchise relationship, failure to pay lessor, failure to cure any default, sale of trademark products under circumstances in which the trademark owner has not authorized the sale, unauthorized use of any Mark, acts which can be reasonably expected to materially impair the goodwill associated with any Mark, your challenge of our ownership of the Marks, you deny us the right to inspect the Business Unit or audit your records, you file a lawsuit involving the Marks without our consent, you fail to cooperate with us in the defense of any Mark, failure to cure a default under any other agreement with us or our affiliate, failure to strictly comply with our requirements regarding the sale of Products and Services as stated in §§ 5(C) and 6(F) of the Franchise Agreement, and the occurrence of repeated breaches even if cured.
i. Your obligation on termination / nonrenewal	§11	In the event of your termination or nonrenewal then you must discontinue the use of all marks, engage in complete

Provision	Section in Agreement	Summary
		deidentification, pay all amounts due, and return confidential materials, assign to us or our designee all of your interest in the telephone numbers, telephone directory listings and advertisements, website URLs (e-mail addresses, and governmental licenses or permits used for the operation of the Business Unit, and you will no longer have an interest in the franchised business. Additionally, if you leased or licensed the site for the unit directly from the landlord, then we may exercise our option to assume your lease within 30 days after termination and if you are a sub-licensee of ours, then we have the option to terminate your sub-license in accordance with the provisions of said sub-license. In any event, we have the right to take possession of the unit and you shall have no further right, title or interest in the lease, license, sublease, or sub-license.
j. Assignment of contract by Cellairis	§9E	No restriction on Cellairis' ability to assign.
k. "Transfer" by you – defined[1]	§9	You may not make any assignment or transfer of the Franchise Agreement or any right of ownership interest in the franchise granted or the Premises, nor permit any such assignment or transfer to occur directly, indirectly or contingently by agreement or by operation of law without the prior written consent of an officer of us.
l. Cellairis' approval of your Transfer	§9D	We have the right to approve all transfers and it will not be unreasonably withheld.
m. Conditions for Cellairis' approval of Transfer	§9D	You must have performed all of your obligations under the Franchise Agreement and not be in default under any of the provisions, you and the transferee must have satisfied all obligations, including

Provision	Section in Agreement	Summary
		financial obligations, to us, our affiliates, and suppliers, the new franchisee pays transfer fee, agrees to assume all liabilities and obligations, the new franchisee must complete initial training, the new franchisee must update and remodel the Business Unit as necessary, and you must sign a release. We may also require you and the guarantors to remain liable for the performance of all obligations for the remainder of the term.
n. Cellairis' right of first refusal to buy your business	§9D	We have a right of first refusal regarding any proposed transfer subject to your Franchise Agreement. If there are material changes in the terms of the sale, we will have additional rights of first refusal. Our rights under this provision are fully transferable.
o. Cellairis' option to buy your business	§ 11E	We may exercise the option to assume your lease or license after termination or expiration of your Franchise Agreement or after you provide notification to the landlord of your intent to terminate your lease or license.
p. Your death or disability	§9C	Heirs must qualify or sell within 9 months.
q. Non-competition covenants during term of franchise	§8D	No involvement in a business that specializes in offering wireless or cellular telephone accessories and other related products or services such as cellular telephone repair within the United States.
r. Non-competition covenants after franchise is terminated or expires	§8D	No competition for a period of 2 years (i) at the Location, or (ii) within a ten (10) mile radius of the Location, or (iii) within the state in which the Business Unit is Located, or (iv) (10) mile radius of any Cellairis Business Unit in operation and existence as of the termination date, or (v) within the United States of America.

Provision	Section in Agreement	Summary
s. Modification of the agreement	§13H	No modification without a written document signed by both parties; however a manual may be created at a later date.
t. Integration / merger clause	§13N	The Agreement is the entire agreement and it supersedes all prior negotiations, commitments, representations, and undertakings; however, nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document. Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	§ 13	Except for certain claims, disputes must be settled by arbitration, which must occur in the Atlanta, Georgia office of the American Arbitration Association or at any other location within the boundaries of the City of Atlanta, as may be decided solely in our discretion.
v. Choice of forum	§13	Arbitration must be conducted before a single arbitrator, or a panel of 3 arbitrators if either the demand for arbitration or any counterclaim respectively seeks an amount over $250,000, in Atlanta, Georgia, but injunctive or other equitable relief and certain other claims may be filed in the State Courts of Georgia or in the United States District Court for the Northern District of Georgia. This provision may be subject to applicable state law.
w. Choice of law	§13C	Georgia law applies except for federal law. This provision may be subject to applicable state law.

You should also review Exhibit "A" which is attached to this document, and which lists state franchise laws to be considered in making your determination.

[1]Upon termination, expiration or transfer of the Franchise Agreement for any reason whatsoever, all of your rights under the Franchise Agreement terminate and you are then required to comply with all of the post termination requirements contained within the Franchise Agreement. See Franchise Agreement § 11.

Item 18

PUBLIC FIGURES

We do not use any public figure to promote our 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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jaime Brown, our Chief Operating Officer c/o Cellairis Franchise, Inc., 6485 Shiloh Road, Building B, Unit # 100, Alpharetta, Georgia 30005, 678-513-4020 ext 222, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

All year-end numbers appearing in the tables below are as of December 31.

Table No. 1

Systemwide Outlet Summary
For Years 2011 to 2013

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2011	**359**	**481**	**+122**
	2012	**481**	**651**	**+170**
	2013	**651**	**596**	**-55**
Company-Owned	2011	**8**	**16**	**+8**
	2012	**16**	**20**	**+4**
	2013	**20**	**27**	**+7**
Total Outlets	2011	**367**	**497**	**+ 130**
	2012	**497**	**671**	**+174**
	2013	**671**	**623**	**-48**

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2011 to 2013

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Arizona	2011	**9**
	2012	**5**
	2013	**0**
California	2011	**24**
	2012	**9**
	2013	**14**
Colorado	2011	**3**
	2012	**2**
	2013	**4**
Florida	2011	**8**
	2012	**5**
	2013	**7**
Georgia	2011	**0**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2012	**1**
	2013	**3**
Indiana	2011	**2**
	2012	**0**
	2013	**0**
Iowa	2011	**3**
	2012	**0**
	2013	**0**
Kansas	2011	**1**
	2012	**0**
	2013	**1**
Kentucky	2011	**2**
	2012	**2**
	2013	**2**
Louisiana	2011	**0**
	2012	**0**
	2013	**4**
Massachusetts	2011	**0**
	2012	**2**
	2013	**0**
Maryland	2011	**0**
	2012	**0**
	2013	**6**
Michigan	2011	**2**
	2012	**0**
	2013	**0**
Minnesota	2011	**1**
	2012	**0**
	2013	**0**
Missouri	2011	**0**
	2012	**1**
	2013	**2**
Nevada	2011	**4**
	2012	**0**
	2013	**0**
New Hampshire	2011	**0**
	2012	**0**
	2013	**3**
New Jersey	2011	**5**
	2012	**1**
	2013	**0**
New Mexico	2011	**1**
	2012	**0**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2013	**0**
New York	2011	**4**
	2012	**0**
	2013	**2**
North Carolina	2011	**4**
	2012	**4**
	2013	**0**
Ohio	2011	**3**
	2012	**3**
	2013	**2**
Oklahoma	2011	**1**
	2012	**0**
	2013	**0**
Oregon	2011	**2**
	2012	**0**
	2013	**3**
Pennsylvania	2011	**3**
	2012	**4**
	2013	**0**
South Carolina	2011	**2**
	2012	**2**
	2013	**0**
Tennessee	2011	**8**
	2012	**0**
	2013	**1**
Texas	2011	**0**
	2012	**0**
	2013	**18**
Utah	2011	**0**
	2012	**1**
	2013	**0**
Virginia	2011	**7**
	2012	**1**
	2013	**4**
Washington	2011	**6**
	2012	**0**
	2013	**4**
West Virginia	2011	**2**
	2012	**0**
	2013	**0**
Total	2011	**107**
	2012	**43**
	2013	**81**

Table No. 3
Status of Franchised Outlets
For the Years 2011 to 2013

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
Alabama	2011	**5**	**5**	**0**	**0**	**0**	**0**	**10**
	2012	**10**	**2**	**0**	**0**	**0**	**0**	**12**
	2013	**12**	**1**	**0**	**0**	**0**	**1**	**12**
Alaska	2011	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2013	**1**	**0**	**0**	**0**	**0**	**0**	**1**
Arizona	2011	**14**	**7**	**0**	**0**	**0**	**7**	**14**
	2012	**14**	**14**	**0**	**0**	**0**	**6**	**22**
	2013	**22**	**0**	**0**	**0**	**0**	**1**	**21**
Arkansas (Note 1)	2011	**1**	**2**	**0**	**0**	**0**	**0**	**3**
	2012	**3**	**2**	**0**	**0**	**0**	**0**	**5**
	2013	**5**	**0**	**3**	**0**	**0**	**0**	**3***
California (Note 2,3,4)	2011	**52**	**36**	**0**	**0**	**0**	**26**	**62**
	2012	**62**	**25**	**0**	**0**	**3**	**25**	**59**
	2013	**59**	**4**	**0**	**0**	**0**	**19**	**44**
Colorado (Note 5)	2011	**3**	**4**	**0**	**0**	**0**	**3**	**4**
	2012	**4**	**8**	**0**	**0**	**0**	**3**	**9**
	2013	**9**	**0**	**0**	**0**	**0**	**1**	**8**
Connecticut	2011	**5**	**2**	**0**	**0**	**0**	**0**	**7**
	2012	**7**	**2**	**0**	**0**	**0**	**0**	**9**
	2013	**9**	**0**	**0**	**0**	**0**	**1**	**8**
Delaware	2011	**3**	**0**	**0**	**0**	**0**	**0**	**3**
	2012	**3**	**1**	**0**	**0**	**0**	**0**	**4**
	2013	**4**	**0**	**0**	**0**	**0**	**0**	**4**
Florida	2011	**34**	**21**	**0**	**0**	**0**	**8**	**47**
	2012	**47**	**19**	**1**	**0**	**0**	**13**	**52**
	2013	**52**	**2**	**0**	**0**	**0**	**4**	**50**
Georgia (Note 6)	2011	**20**	**6**	**0**	**0**	**0**	**1**	**25**
	2012	**25**	**3**	**0**	**0**	**0**	**5**	**23**
	2013	**23**	**0**	**0**	**0**	**0**	**2**	**21**
Hawaii	2011	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2012	**1**	**0**	**0**	**0**	**0**	**0**	**1**
	2013	**1**	**0**	**0**	**0**	**0**	**0**	**1**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
Idaho	2011	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2012	**1**	**0**	**0**	**0**	**0**	**0**	**1**
	2013	**1**	**1**	**0**	**0**	**0**	**0**	**2**
Illinois	2011	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2012	**1**	**28**	**0**	**0**	**0**	**0**	**29**
	2013	**29**	**1**	**1**	**0**	**0**	**9**	**20**
Indiana	2011	**4**	**3**	**0**	**0**	**0**	**2**	**5**
	2012	**5**	**3**	**0**	**0**	**0**	**0**	**8**
	2013	**8**	**2**	**1**	**0**	**0**	**1**	**9***
Iowa	2011	**9**	**3**	**0**	**0**	**0**	**3**	**9**
	2012	**9**	**5**	**0**	**0**	**0**	**5**	**9**
	2013	**9**	**0**	**2**	**0**	**0**	**4**	**5***
Kansas	2011	**2**	**3**	**0**	**0**	**0**	**2**	**3**
	2012	**3**	**1**	**0**	**0**	**0**	**0**	**4**
	2013	**4**	**0**	**3**	**0**	**0**	**0**	**4***
Kentucky	2011	**3**	**2**	**0**	**0**	**0**	**2**	**3**
	2012	**3**	**7**	**0**	**0**	**0**	**2**	**8**
	2013	**8**	**0**	**0**	**0**	**0**	**1**	**7**
Louisiana (Note 7,8,9)	2011	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2012	**1**	**13**	**0**	**0**	**0**	**0**	**14**
	2013	**14**	**6**	**7**	**0**	**0**	**1**	**12**
Maine	2011	**2**	**2**	**0**	**0**	**0**	**2**	**2**
	2012	**2**	**0**	**0**	**0**	**0**	**0**	**2**
	2013	**2**	**0**	**0**	**0**	**0**	**0**	**2**
Maryland	2011	**17**	**8**	**0**	**0**	**0**	**3**	**22**
	2012	**22**	**3**	**0**	**0**	**0**	**2**	**23**
	2013	**23**	**0**	**0**	**0**	**0**	**1**	**22**
Massachusetts	2011	**5**	**5**	**3**	**0**	**0**	**1**	**6**
	2012	**6**	**4**	**0**	**0**	**0**	**5**	**5**
	2013	**5**	**3**	**0**	**0**	**0**	**0**	**8**
Michigan (Note 10)	2011	**12**	**10**	**0**	**0**	**0**	**3**	**19**
	2012	**19**	**2**	**0**	**0**	**0**	**1**	**20**
	2013	**20**	**0**	**8**	**0**	**1**	**4**	**16***
Minnesota	2011	**9**	**4**	**0**	**0**	**0**	**3**	**10**
	2012	**10**	**8**	**3**	**0**	**0**	**1**	**14**
	2013	**14**	**0**	**3**	**0**	**0**	**1**	**13***
Mississippi	2011	**1**	**0**	**0**	**0**	**0**	**0**	**1**
	2012	**1**	**0**	**0**	**0**	**0**	**0**	**1**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
	2013	**1**	**0**	**0**	**0**	**0**	**0**	**1**
Missouri	2011	**13**	**4**	**0**	**0**	**0**	**0**	**17**
	2012	**17**	**3**	**1**	**0**	**0**	**2**	**17**
	2013	**17**	**1**	**2**	**0**	**1**	**0**	**16***
Montana	2011	**1**	**2**	**0**	**0**	**0**	**0**	**3**
	2012	**3**	**1**	**0**	**0**	**0**	**1**	**3**
	2013	**3**	**0**	**0**	**0**	**0**	**0**	**3**
Nebraska	2011	**4**	**0**	**0**	**0**	**0**	**1**	**3**
	2012	**3**	**2**	**0**	**0**	**0**	**2**	**3**
	2013	**3**	**0**	**2**	**0**	**0**	**0**	**3***
Nevada	2011	**5**	**5**	**0**	**0**	**0**	**5**	**5**
	2012	**5**	**3**	**0**	**0**	**1**	**0**	**7**
	2013	**7**	**2**	**0**	**0**	**0**	**0**	**9**
New Hampshire	2011	**0**	**3**	**0**	**0**	**0**	**0**	**3**
	2012	**3**	**1**	**0**	**0**	**0**	**0**	**4**
	2013	**4**	**0**	**0**	**0**	**0**	**0**	**4**
New Jersey	2011	**13**	**6**	**0**	**0**	**0**	**5**	**14**
	2012	**14**	**2**	**0**	**0**	**0**	**1**	**15**
	2013	**15**	**2**	**0**	**0**	**0**	**2**	**15**
New Mexico (Note 11)	2011	**1**	**0**	**0**	**0**	**0**	**1**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**1**	**0**	**0**	**0**	**0**	**1**
New York	2011	**12**	**12**	**0**	**0**	**0**	**4**	**20**
	2012	**20**	**14**	**2**	**0**	**0**	**1**	**31**
	2013	**31**	**2**	**0**	**0**	**0**	**4**	**29**
North Carolina	2011	**17**	**5**	**0**	**0**	**0**	**5**	**17**
	2012	**17**	**6**	**0**	**0**	**0**	**4**	**19**
	2013	**19**	**1**	**0**	**0**	**0**	**4**	**16**
North Dakota	2011	**0**	**4**	**0**	**0**	**0**	**0**	**4**
	2012	**4**	**0**	**0**	**0**	**0**	**0**	**4**
	2013	**4**	**1**	**0**	**0**	**0**	**1**	**4**
Ohio (Note 12)	2011	**18**	**9**	**1**	**0**	**0**	**6**	**20**
	2012	**20**	**6**	**0**	**0**	**0**	**4**	**22**
	2013	**22**	**0**	**6**	**0**	**0**	**2**	**14**
Oklahoma (Note 13,14)	2011	**0**	**3**	**0**	**0**	**0**	**0**	**3**
	2012	**3**	**8**	**0**	**0**	**0**	**1**	**10**
	2013	**10**	**0**	**1**	**0**	**0**	**0**	**10***
Oregon	2011	**3**	**6**	**0**	**0**	**0**	**2**	**7**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
	2012	**7**	**4**	**3**	**0**	**0**	**0**	**8**
	2013	**8**	**0**	**0**	**0**	**0**	**0**	**8**
Pennsylvania	2011	**10**	**9**	**0**	**0**	**0**	**8**	**11**
	2012	**11**	**7**	**0**	**0**	**0**	**6**	**12**
	2013	**12**	**0**	**0**	**0**	**0**	**0**	**12**
Rhode Island	2011	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**3**	**0**	**0**	**0**	**0**	**3**
	2013	**3**	**1**	**0**	**0**	**0**	**0**	**4**
South Carolina	2011	**4**	**3**	**0**	**0**	**0**	**2**	**5**
	2012	**5**	**7**	**0**	**0**	**0**	**3**	**9**
	2013	**9**	**0**	**0**	**0**	**0**	**1**	**8**
South Dakota	2011	**2**	**1**	**0**	**0**	**0**	**0**	**3**
	2012	**3**	**0**	**0**	**0**	**0**	**2**	**1**
	2013	**1**	**0**	**0**	**0**	**0**	**0**	**1**
Tennessee (Note 15)	2011	**14**	**10**	**0**	**0**	**0**	**10**	**14**
	2012	**14**	**2**	**0**	**0**	**1**	**5**	**10**
	2013	**10**	**1**	**1**	**0**	**0**	**1**	**9**
Texas (Note 16,17,18)	2011	**15**	**15**	**0**	**0**	**0**	**4**	**26**
	2012	**26**	**61**	**0**	**0**	**6**	**0**	**81**
	2013	**81**	**6**	**0**	**0**	**0**	**5**	**82**
Utah	2011	**2**	**1**	**0**	**0**	**0**	**0**	**3**
	2012	**3**	**4**	**0**	**0**	**0**	**4**	**3**
	2013	**3**	**0**	**0**	**0**	**0**	**0**	**3**
Virginia	2011	**14**	**9**	**0**	**0**	**0**	**7**	**16**
	2012	**16**	**5**	**0**	**0**	**0**	**3**	**18**
	2013	**18**	**0**	**0**	**0**	**0**	**2**	**16**
Washington	2011	**5**	**17**	**0**	**0**	**0**	**5**	**17**
	2012	**17**	**1**	**0**	**0**	**0**	**4**	**14**
	2013	**14**	**1**	**0**	**0**	**0**	**1**	**14**
Wisconsin	2011	**5**	**3**	**0**	**0**	**0**	**0**	**8**
	2012	**8**	**13**	**0**	**0**	**1**	**1**	**19**
	2013	**19**	**0**	**5**	**0**	**0**	**1**	**18***
West Virginia	2011	**0**	**4**	**0**	**0**	**0**	**2**	**2**
	2012	**2**	**1**	**0**	**0**	**0**	**0**	**3**
	2013	**3**	**0**	**0**	**0**	**0**	**0**	**3**
Wyoming	2011	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2012	**1**	**0**	**0**	**0**	**0**	**1**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Renewals	Column 7 Reacquired By Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
Total	2011	**359**	**259**	**4**	**0**	**0**	**133**	**481**
	2012	**481**	**305**	**10**	**0**	**12**	**113**	**651**
	2013	**651**	**39**	**45**	**0**	**2**	**74**	**596***

***** Certain 2013 numbers in the above chart are marked with an asterisk. This is intended to account for terminations of 27 franchised outlets of one franchisee, CP&LL, Inc., in 2013. While these outlets were terminated in 2013, the terminated franchisee continued to operate these outlets as Cellairis franchised business units until our affiliate took over operations in 2014. Because of this, the column titled "Outlets at End of the Year" does not account for the decrease of 27 franchised units (and related increase in company-owned units). The concluded litigation against CP&LL, Inc. is disclosed in Item 3.

FN1 – 2 units at Mall at Turtle Creek

- On 06-01-13 two (2) units ceased operations and new Franchisee opened units
- On 06-23-13 two (2) units were terminated
- On 06-24-13 Affiliate took one (1) unit over and permanently closed one (1) unit

FN2 – 1 unit at Bayshore Mall

- On 02-01-13 unit was transferred to new Franchisee
- On 11-30-13 unit ceased operations due to lease expiring

FN3 – 1 unit at Newport Mall

- On 02-01-13 unit transferred to new Franchisee
- On 09-05-13 unit ceased operations due to lease expiring

FN4 – 1 unit at The Oaks Mall

- On 03-15-13 unit was terminated
- On 03-15-13 unit operated by Affiliate
- On 12-17-13 unit transferred to Franchisee

FN5 – 2 units at Flatiron Crossing

- On 02-01-13 two (2) units transferred to new Franchisee
- On 11-01-13 two (2) units transferred to new Franchisee

FN6 – 1 unit at Gwinnett Place Mall

- On 03-01-13 unit transferred to new Franchisee

- On 06-13013 unit ceased operations

FN7 – 2 units at Alexandria Mall
- On 03-15-13 two (2) units transferred to new Franchisee
- On 10-01-13 two (2) units transferred to new Franchisee

FN8 – 4 units at Mall of Louisiana
- On 01-31-13 four (4) units ceased operations
- On 02-01-13 three (3) units opened by new Franchisee
- On 09-15-13 three (3) units were terminated
- On 11-27-13 three (3) units were opened by new Franchisee

FN9 – 3 units at Oakwood Center
- On 01-31-13 three (3) units ceased operations
- On 02-01-13 three (3) units opened by new Franchisee
- On 09-15-13 three (3) units were terminated
- On 11-26-13 three (3) units were opened by new Franchisee

FN10 – 1 unit at The Mall at Partridge Creek
- On 04/24/13 unit ceased operations
- On 05/31/13 unit was opened by new Franchisee
- On 08/01/13 unit was transferred to Affiliate

FN11 – 1 unit at ABQ Uptown Mall
- On 06/06/13 unit was opened by new Franchisee
- On 10/31/13 unit ceased operations

FN12 – 1 unit at Great Northern Mall
- On 07-17-13 unit was terminated
- On 07-18-13 unit was opened by Affiliate
- On 09-01-13 unit was transferred to new Franchisee

FN13 – 4 units at Quail Springs Mall
- On 04-30-13 four (4) units ceased operations
- On 05-14-13 four (4) units were opened by new Franchisee
- On 09-15-13 four (4) units were terminated

- On 11-15-13 four (4) units were opened by new Franchisee

FN14 – 3 units at Sooner Mall

- On 04-30-13 three (3) units ceased operations
- On 05-14-13 three (3) units were opened by new Franchisee
- On 09-15-13 three (3) units were terminated
- On 11-15-13 three (3) units were opened by new Franchisee

FN15 – 2 units at Hamilton Place Mall

- On 03-15-13 two (2) units were terminated
- On 03-16-13 two (2) units were opened by Affiliate
- On 12-31-13 one (1) unit closed

FN16 – 3 units at Hulen Mall

- On 04-01-13 three (3) units were transferred to new Franchisee
- On 08-01-13 one (1) unit ceased operations

FN17 – 1 unit at Richland Mall

- On 03-15-13 unit ceased operation
- On 03-16-13 unit was opened by new Franchisee
- On 04-01-13 unit was transferred to new Franchisee

FN18 – 2 units at Sikes Senter

- On 01-31-13 two (2) units ceased operations
- On 02-01-13 two (2) units were opened by new Franchisee
- On 05-07-13 two (2) units were transferred to new Franchisee

Table No. 4
Status of Company-Owned Outlets
For Years 2011 to 2013

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold To Franchisees	Column 8 Outlets at End of The Year
Arizona	2011	**2**	**4**	**0**	**0**	**0**	**6**
	2012	**6**	**0**	**0**	**0**	**6**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**
Arkansas	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**3**	**0**	**0**	**0**	**3**
California	2011	**2**	**2**	**0**	**1**	**1**	**2**
	2012	**2**	**5**	**0**	**0**	**0**	**7**
	2013	**7**	**2**	**0**	**2**	**1**	**6**
Colorado	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**1**	**0**	**0**	**0**	**1**
Florida	2011	**2**	**2**	**0**	**0**	**1**	**3**
	2012	**3**	**0**	**0**	**1**	**2**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**
Georgia	2011	**0**	**1**	**2**	**0**	**0**	**3**
	2012	**3**	**2**	**0**	**0**	**0**	**4**
	2013	**4**	**0**	**0**	**1**	**0**	**3**
Kansas	2011	**0**	**1**	**0**	**0**	**1**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**
Kentucky	2011	**0**	**1**	**0**	**0**	**0**	**1**
	2012	**1**	**0**	**0**	**0**	**1**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**
Michigan	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**0**	**1**	**0**	**0**	**1**
Minnesota	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**1**	**0**	**0**	**0**	**1**
Missouri	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**0**	**1**	**0**	**0**	**1**
New Mexico	2011	**0**	**0**	**1**	**0**	**0**	**1**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold To Franchisees	Column 8 Outlets at End of The Year
	2012	**1**	**0**	**0**	**0**	**0**	**1**
	2013	**1**	**0**	**0**	**0**	**0**	**1**
Nevada	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**1**	**0**	**0**	**1**
	2013	**1**	**0**	**0**	**0**	**0**	**1**
New York	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**1**	**0**	**0**	**0**	**1**
North Carolina	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**2**	**0**	**1**	**1**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**
Ohio	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**6**	**0**	**1**	**0**	**5**
Oklahoma	2011	**0**	**1**	**0**	**0**	**1**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**
Oregon	2011	**1**	**0**	**0**	**0**	**1**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**
Tennessee	2011	**0**	**0**	**3**	**0**	**3**	**0**
	2012	**0**	**0**	**1**	**0**	**0**	**1**
	2013	**1**	**1**	**0**	**0**	**1**	**1**
Texas	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**6**	**0**	**0**	**6**
	2013	**6**	**1**	**0**	**0**	**6**	**1**
Virginia	2011	**0**	**1**	**0**	**0**	**1**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**1**	**0**	**0**	**0**	**1**
Washington	2011	**1**	**0**	**0**	**0**	**1**	**0**
	2012	**0**	**0**	**0**	**0**	**0**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**
Wisconsin	2011	**0**	**0**	**0**	**0**	**0**	**0**
	2012	**0**	**0**	**1**	**0**	**1**	**0**
	2013	**0**	**0**	**0**	**0**	**0**	**0**
Total	2011	**8**	**13**	**6**	**1**	**10**	**16**
	2012	**16**	**8**	**9**	**2**	**11**	**20**
	2013	**20**	**17**	**2**	**4**	**8**	**27**

Attached to this Disclosure Document, as **Exhibit "H"** is a list of the addresses of all Cellairis franchisees. The tables listed in this Item are for all types of Business Units. Full Store Units are identified with a plus sign (+) on Exhibit "H".

Attached to this Disclosure Document, is **Exhibit "K"** which lists the name, 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, 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 us 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.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Cellairis. 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.

The following table gives our estimate of openings of RMU and Interactive Kiosk franchises, by state, for the coming year:

Table No. 5
Projected Openings as of December 31, 2013

Column 1 State	**Column 2 Franchise Agreements Signed but Outlet Not Opened**	**Column 3 Projected New Franchised Outlets In the Next Fiscal Year**	**Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year**
Alabama	0	1	0
Arizona	0	1	0
California	0	2	0
Colorado	0	0	1
Connecticut	0	1	0
Florida	0	2	1

Column 1 **State**	**Column 2** **Franchise Agreements Signed but Outlet Not Opened**	**Column 3** **Projected New Franchised Outlets In the Next Fiscal Year**	**Column 4** **Projected New Company-Owned Outlets in the Current Fiscal Year**
Georgia	0	0	1
Illinois	0	1	0
Iowa	0	1	1
Kansas	0	1	1
Kentucky	0	0	1
Maryland	0	2	0
Massachusetts	0	1	0
Michigan	0	1	0
Minnesota	0	1	0
Mississippi	0	1	0
Missouri	0	1	0
New Mexico	0	1	0
North Carolina	0	1	0
South Carolina	0	1	0
Tennessee	0	0	1
Texas	0	1	0
TOTAL	0	21	7

Item 21

FINANCIAL STATEMENTS

Attached to this Disclosure Document, as **Exhibit "I"** are i) our audited balance sheets for our fiscal years ended December 31, 2013, December 31, 2012, and December 31, 2011, and the related statements of operations, statements of stockholders' equity, and cash flows for the fiscal years then ended.

Additionally, our fiscal year end is December 31st.

Item 22

CONTRACTS

The following agreements are attached to this disclosure document in the pages immediately following:

Exhibit	Agreement
D	Franchise Agreement
E	Sub-License Agreement
F	Personal Guaranty and Subordination Agreement
G	Conditional Lease Assignment Agreement
J	General Release
L	WorldPay Customer Processing Agreement
M	Franchisee Disclosure Questionnaire
N	Receipts

Item 23

RECEIPT

You will find copies of a detachable receipt in **Exhibit "N"** at the very end of this disclosure document.

EXHIBIT "A"

State-Specific Addendum

CALIFORNIA APPENDIX TO THE FDD

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 OFFERING CIRCULAR.

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

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

SPECIFIC CALIFORNIA REGULATIONS

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 control. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

1. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 *et seq*.).

2. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

3. The franchise agreement requires application of the laws of Georgia. This provision may not be enforceable under California law.

4. The Franchisor is aware of and will comply with (to the extent they are applicable) the "negotiated sales" requirements of § 310.100.2, Title 10, California Code of Regulations. All negotiated terms made for franchisees in California in the last 12 months are available upon written

request to Jeff Nestinger c/o Cellairis Franchise, Inc., 6485 Shiloh Road, Bldg. B Unit 100, Alpharetta, GA 30005.

5. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may be rule or order require, before a solicitation of a proposed material modification of an existing franchise.

6. You must sign a general release if you renew or transfer your franchise. California Corporations Code § 31512 may void a waiver of your rights under the Franchise Investment Law (California Corporations Code §§ 31000 through 31516). Business and Professional Code § 20010 may void a waiver of your rights under the Franchise Relations Act (Business and Professional Code §§ 20000 through 20043).

7. 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

HAWAII APPENDIX TO THE FDD

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AFFAIRS OR A FINDIG BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE HAWAII FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THIS OFFERING CIRCULAR TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A

STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E-1 *et seq*. the Cellairis Franchise, Inc. Disclosure Document for the offer of Cellairis franchise for use in Hawaii shall be amended as follows:

1. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum to the Disclosure Document.

ILLINOIS APPENDIX TO THE FDD

This Disclosure Document is provided for your own protection and contains a summary only of certain material provisions of the Franchise Agreement. This Disclosure Document and all contracts or agreements should be read carefully in their entirety for an understanding of all rights and obligations of both the franchisor and the franchisee.

If this Disclosure Document is not delivered on time, or if it contains a false, incomplete, inaccurate or misleading statement, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the Illinois Attorney General's Office, 500 South Second Street, Springfield, Illinois 62706, which administers and enforces the Illinois Franchise Disclosure Act.

In recognition of the Illinois Franchise Disclosure Act of 1987, Illinois compiled Statues 1992, Chapter 818, Sections 704/1 thru 705/44, the Franchise Disclosure Document for Cellairis Franchise, Inc. for the offer of Cellairis Franchises for use in the State of Illinois shall be amended to include the following language:

Each provision of this Appendix to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently, without reference to this Appendix to the Disclosure Document.

1. The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois law. 815 ILCS, §§ 705/19 and 705/20. To the extent that the Item 17 Franchise Agreement table section (g) conflict with the Illinois Franchise Disclosure Act (the "Act"), section (g) is hereby revised to be consistent with the Act.

2. In the State of Illinois the designation of jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, except that the designation of arbitration in a forum outside of Illinois is permissible. In the State of Illinois the Illinois Franchise Disclosure Act shall prevail in construing and enforcing the Franchise Agreement.

3. No franchisor shall attempt to circumvent compliance with the Illinois Franchise Disclosure Act by requiring you to execute any document evidencing waiver of any right granted by the Act as described in Section 41 of the Act. This prohibition against waiver includes, but is not limited to, statements involving unregistered earnings claims, timely disclosure, warranty, material misrepresentations or limitation of liability.

4. Each provision of this Appendix to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently, without reference to this Appendix to the Disclosure Document.

MARYLAND APPENDIX TO THE FDD

The Cellairis Franchise Disclosure Document for use in the State of Maryland shall be amended to include the following:

Notwithstanding anything to the contrary set forth in the Cellairis Franchise Inc.'s Disclosure Document, the following provisions shall supersede and apply to all Franchises offered and sold in the State of Maryland.

Item 5 of this Disclosure Document is amended as follows:

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

The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

To the extent that any provisions of the Franchisee Disclosure Questionnaire require you to assent to any release, estoppel or waiver of liability as a condition to your

purchasing a Cellairis franchise, such provisions are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

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

MICHIGAN APPENDIX TO THE FDD

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 MAY BE VOID AND MAY NOT BE ENFORCEABLE AGAINST YOU:

(A) A prohibition on the right of a franchisee to join an association of franchisees.

(B) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(C) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provisions of the franchise agreement and to comply with any lawful provisions of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(D) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value, at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchise does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(E) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(F) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(G) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisors then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

*** * * * * * ***

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

*** * * * * * ***

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 LAW BUILDING
LANSING, MICHIGAN 48913
TELEPHONE NUMBER: 517-373-7117

MINNESOTA APPENDIX TO THE FDD

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

   Minnesota law provides franchisees with certain rights regarding termination and nonrenewal of their franchises. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Ann. Sec. 80.C.14, Subd. 3, 4, and 5 which require, except in certain specified cases, (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of a franchise agreement, and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

   The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

   Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J may prohibit Cellairis from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Agreement or this Disclosure Document may abrogate or reduce any of the Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or the Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. The following is hereby added to Item 17 of the Cellairis Disclosure Document:

   Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J may prohibit Cellairis from requiring a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration bar.

The State of Minnesota has statutes that might supersede the Franchise Agreement in your relationship with us. Minnesota Department of Commerce Rule 2860.4400D prohibits a franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

NORTH DAKOTA APPENDIX TO THE FDD

The securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees pursuant to § 51-19-09 N.D.C.C.:

1. Use of a general release that is to be signed upon renewal of this franchise described in Item 17(c) of the Disclosure Document and within Paragraph 4(B)(5) of the Franchise Agreement may be considered unenforceable in the State of North Dakota.

2. Consent of paying liquidated damages and termination penalties described in Item 17(i) of the Disclosure Document and within Paragraphs 11 and 13 of the Franchise Agreement may be considered unenforceable in the State of North Dakota.

3. Covenants not to compete such as those mentioned in Item 17(r) of the Disclosure Document and Paragraph 8(D) of the Franchise Agreement are generally considered unenforceable in the State of North Dakota pursuant to § 9-08-06 of the North Dakota Century Code.

4. Requirements for the franchisee to sue the Franchisor in the state and federal Court of general jurisdiction in Fulton County, Georgia as mentioned in Item 17(v) of the Disclosure Document and in Paragraphs 13(C) and D of the Franchise Agreement may not be enforceable in the State of North Dakota.

5. Application of law other than North Dakota Law as mentioned in Item 17(w) of the Disclosure Document and Paragraph 13(C) of the Franchise Agreement may be considered unenforceable in the State of North Dakota.

NEW YORK STATE DISCLOSURE

ADDITIONAL RISK FACTORS:

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.

1. The following is hereby added to Item 3 pursuant to 13 NYCRR 200.2(c) - 3:

   Except for Mr. Skouras with respect to 1(A), neither we nor anyone listed in Item 2 of this disclosure document:

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

   B. Has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

   C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or is subject to any currently effective order of any national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

With regard to Section 1(C), In the matter of Commonwealth of Virginia and Cellairis Franchise, Inc. and Mr. Skouras, case number SEC-2010-00006.

A Settlement Order was signed on June 8, 2010 with an effective date of July 13, 2010. The Commonwealth of Virginia alleged that we violated the Virginia Retail Franchising Act ("Act") by (1) making untrue statements of material fact or omitting to state a material fact; and (2) failing to provide either directly or indirectly franchisees with such disclosure documents as may be required; however, we did not admit or deny either of these allegations. The Settlement provides that we will provide a copy of the Settlement to former and current franchisees who operated a unit in the Commonwealth (no additional action is required to be taken by us after providing a copy of the Settlement), that we would not violate the Act in the future and that we would pay a penalty and the costs of the investigation totaling $20,000.

2. The following is hereby added to Item 4 pursuant to 13 NYCRR 200.2(c) - 4: Neither we nor anyone listed in Item 2 during the 10-year period immediately before the date of the disclosure document a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; b) obtained a discharge of its debts under the bankruptcy code; or c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer of general partner of the franchisor held this position in the company or partnership.

3. The following is hereby added to Item 5 pursuant to 13 NYCRR 200.2(c) - 5: The initial franchise fee is to be paid to us in one lump sum payment and the purpose for the initial franchise fee is to support training, support brand identification, and improve methods of doing business.

Franchisor's registered agent in this state authorized to receive service of process:

New York State Department of State
Division of Corporations
Second Floor
41 Slate Street
Albany, New York 12231
(518) 473-2492

RHODE ISLAND APPENDIX TO THE FDD

Section 19-28.1-14 of the Rhode Island Franchise Investment Act 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."

VIRGINIA ADDENDUM TO THE FDD

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for **Cellairis Franchise, Inc.** for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17(h).

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON STATE APPENDIX TO THE FDD

The State of Washington has a statute, RCW 19.100,180, which may supersede the Franchise Agreement in your relationship with us in the areas including termination and renewal of your Franchise. There may be court decisions which may supersede the Franchise Agreement in your relationship with us in the areas including termination and renewal of your Franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

EXHIBIT "B"

List of State Administrators

California

Commissioner of Corporations
Department of Corporations
320 West 4th Street
Suite 750
Los Angeles, CA 90013-2344
(213) 876-7500
Toll Free: (866) 275-2677

Connecticut

Department of Banking
Securities and Business Investments Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8299

Hawaii

Commissioner of Securities
Hawaii Department of Commerce and Consumer Affairs
335 Merchant Street
Honolulu, HI 96813
(808) 586-2722

Illinois

Chief Franchise Division
Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

Secretary of State
Franchise Section
302 West Washington
Room E-111
Indianapolis, IN 46204
(317) 232-6681

Maryland

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan

Consumer Protection Div. Franchise Section
Attn: Kathryn A. Barron
670 G. Mennen Williams Building
Lansing, MI 48913
(517) 373-7117

Minnesota

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East
Suite 500
St. Paul, MN 55101-2198
(651) 296-4026

New York

Bureau of Investor Protection & Securities
New York State Department of Law
23rd Floor
120 Broadway
New York, NY 10271
(212) 416-8211

North Dakota

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

Rhode Island

Dept. of Business Regulation
Suite 232
233 Richmond Street
Providence, RI 02903-4232
(401) 277-3048

South Dakota

Department of Labor and Regulation
Division of Securities
445 E. Capitol Avenue
Pierre, SD 57501-3185
(605) 773-4823

Virginia

Chief Examiner
State Corporation Commission
Ninth Floor
1300 East Main Street
Richmond, VA 23219-3630
(804) 371-9051

Washington

Department of Financial Institutions
Securities division – 3rd Floor
150 Israel Road, SW
Tumwater, Washington 98501
(360) 902-8760

Wisconsin

Office of the Commissioner of Securities
345 West Washington Avenue, Fourth Floor
Madison, Wisconsin 53703
(608) 261-9555

EXHIBIT "C"

Agent for Service of Process

This list includes the name and address of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the name and address of our agent for service of process for other states.

California

Commissioner of Corporations
320 West Fourth Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500
Toll Free: (866) 275-2677

Connecticut

Department of Banking
Securities and Business Investments Division
260 Constitution Plaza
Hartford, CT 06103-1800
(860) 240-8299

Hawaii

Commissioner of Securities
Department of Commerce and Consumer Affairs
335 Merchant Street
Honolulu, HI 96813
(808) 586-2722

Illinois

Illinois Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

Indiana Secretary of State
201State House
Indianapolis, IN 46204
(317) 232-6681

Maryland

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan

Dept. of Commerce, Corp. & Securities Bureau
6546 Mercantile Way
P.O. Box 30222
Lansing, MI 48910
(517) 373-7117

Minnesota

Commissioner of Commerce
85 7th Place East, Ste. 500
St. Paul, MN 55101
(612) 296-4026

New York

New York State Department of State
Division of Corporations
Second Floor
41 Slate Street
Albany, New York 12231
(518) 473-2492

North Dakota

The Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol Fifth Floor
Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Rhode Island

Director of Department of Business Regulation
Suite 232
233 Richmond Street
Providence, RI 02903-4232
(401) 277-3048

South Dakota

Director of Labor and Regulation, Division of Securities
445E. Capitol Avenue
Pierre, SD 57501-3185
(605) 773-4823

Virginia

Clerk of the State Corporation Commission
1300 East Main Street
Richmond, VA 23219
(804) 371-9051

Washington

Director of Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road, SW
Turnwater, Washington 98501
(360) 902-8760

Wisconsin

Commissioner of Securities
345 West Washington Avenue, Fourth Floor
Madison, WI 53703
(608) 261-9555

Other States

Kilpatrick Townsend & Stockton, LLP
Attn: Chris Bussert, Esq.
1100 Peachtree Street NE, Suite 2800
Atlanta, GA 30309
(404) 815-6545

EXHIBIT “D”

Franchise Agreement

CELLAIRIS
FRANCHISE AGREEMENT

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CELLAIRIS
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (**"Agreement"**) is made and entered into effective as of the _____ day of _____, 20__, (the "**Effective Date**") by and between **CELLAIRIS FRANCHISE, INC.**, a Georgia corporation with its principal place of business at 6485 Shiloh Road, Bldg. B # 100, Alpharetta, GA 30005 (**"Company"**), and _____, with a principal address at _____ (**"FRANCHISEE"**).

A. Company is the owner of a system (the "**System**") for the operation of Cellairis® branded retail merchandise units ("**Cellairis Business Units**").

B. Cellairis Business Units have multiple business formats which Company may add to, delete and modify in its discretion from time to time and the current Cellairis Business Units include (i) movable display centers which hold and display Products (defined below) on all four sides (each an "**RMU**"), (ii) Cellairis® branded retail interactive kiosks with four sides of products in display cases operated with an employee behind a counter with storage space behind the counter (each an "**Interactive Kiosk**") and (iii) Cellairis® branded traditional full retail stores which may be in-line with other stores and is likely to be operated in a shopping mall, freestanding building, or in an in-line retail plaza such as a lifestyle center or strip center (each a "**Full Store**").

C. Under marks licensed and authorized for use in Cellairis Business Units, including the "Cellairis" ® mark (the **"Marks"**), Cellairis Business Units specialize in (i) selling wireless device accessories including cellular telephone accessories, Parts (defined below), and other related products (the **"Products"**) and (ii) providing specified services including cellular telephone and wireless device repair (the **"Services**") using parts and equipment necessary to perform the Services (the "**Parts**"),

D. FRANCHISEE desires to utilize the System to operate the type of Cellairis Business Unit set forth in Paragraph 1.A. at the Location specified below (the "**Business Unit**") and the Business Unit will sell the Products and Services to end users under the Marks. FRANCHISEE acknowledges that FRANCHISEE has received a copy of the Franchise Disclosure Document of Company (the "**FDD**") and has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement by financial and legal counsel of FRANCHISEE's own choosing at least fourteen (14) calendar days, prior to its execution, and is entering into this Agreement or any other agreement relating to the Franchise (as hereinafter defined) and prior to the payment of any consideration by FRANCHISEE to Company. FRANCHISEE is entering into this Agreement after having made an independent investigation of Company's System, Products, Services, Marks and Company's operations and not upon any representation, warranty or promise as to profits and/or sales volume which

FRANCHISEE might be expected to realize, nor upon any representations or promises by Company which are not contained in this Agreement or the FDD.

In consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration the delivery, sufficiency, and receipt of which is hereby acknowledged by the parties, the parties, intending to be legally bound, agree as follows:

1. FRANCHISE GRANT: TERM, LOCATION, AND RIGHTS

A. Grant and Conditions

Company grants to FRANCHISEE the right and obligation (the "**Franchise**"), and FRANCHISEE accepts and undertakes the obligation, to operate one (and only one) Business Unit at the Location (defined below) during the Term (defined below), and to use the System and the Marks only in the operation of such Business Unit which shall be a _____(designate RMU, Interactive Kiosk, or Full Store) at _____, (the **"Location"**). The term of this Agreement (the "**Term**") begins on the Effective Date and shall continue for a period of 5 years from the Commencement Date (as defined below unless sooner terminated in accordance with the provisions of this Agreement, which may include the termination or expiration of the Occupancy Agreement (defined below) for the Location). FRANCHISEE agrees to operate the Business Unit at the specified Location for the entire Term. FRANCHISEE understands and agrees that its lease, license, sublease or sub-license for the Location (the "**Occupancy Agreement**") may provide for a shorter term than this Agreement. FRANCHISEE further understands that the landlord may take actions which are either consistent or inconsistent with the underlying Occupancy Agreement but which are, in any case, beyond the control of Company, or its affiliates, or FRANCHISEE, and that these actions by the landlord may consist, among other things, of terminating the right to occupy the Location and operate the Business Unit. Company shall have the right to terminate this Agreement if the underlying Occupancy Agreement for the Location expires or is terminated, prior to the expiration of this Agreement, irrespective of the cause of any such termination, and in such event, Company and its affiliates shall have no liability whatsoever to FRANCHISEE except that FRANCHISEE may obtain any unearned License Payments (as defined in Paragraph 3.D.) paid in advance to Company or its affiliates, which shall be refunded to FRANCHISEE only if such termination is not the result of a breach by FRANCHISEE of any Occupancy Agreement with Company or its affiliates. Company and its affiliates have no obligation to provide FRANCHISEE with an alternate location in the event FRANCHISEE's Occupancy Agreement is terminated. FRANCHISEE accepts this franchise with the full and complete understanding that the Franchise grant contains no representation, warranty, promise or assurance of renewal or extension or option of renewal or extension. The sole and entire conditions under which FRANCHISEE will have the opportunity of obtaining a Successor Franchise Agreement (as defined in Paragraph 4) at expiration of this Agreement are those set forth herein in Paragraph

4. This Franchise is for the operation of a single Business Unit at the specified Location only and does not in any way grant or imply any area, market or territorial rights proprietary to FRANCHISEE. FRANCHISEE acknowledges that the Franchise granted under this Agreement is non-exclusive and FRANCHISEE has no territorial protection, exclusive territorial rights, or protected territory and FRANCHISEE has no right to exclude, control or impose conditions on the location or development of other or future Cellairis Business Units under the Marks, or on any sales or distribution of products or services under the Marks or other business activities of Company or its affiliates or any other party licensed to use the Marks. FRANCHISEE further acknowledges and agrees that it is entirely within Company's discretion whether to offer or grant additional Cellairis Business Units or locations to FRANCHISEE.

Attached hereto as **Exhibit "4"** is a description of the legal organization of FRANCHISEE (whether a corporation, limited liability company, partnership, sole proprietorship or otherwise), the names and addresses of each person or entity owning any interest in FRANCHISEE, and, to the extent that any owner is an entity, each person who ultimately has an ownership interest in any and all such entity or entities (the "**Principal Owners**") and the percentage of such interest owned by such person or entity. FRANCHISEE agrees to notify Company in writing whenever there is any change in the organizational structure or ownership interest of FRANCHISEE as set forth on **Exhibit "4"**. At Company's request, FRANCHISEE shall provide to Company a copy of all FRANCHISEE's governing and/or organizational documents and any amendments thereto. FRANCHISEE understands and acknowledges that full and accurate completion, as well as compliance with Paragraph 9 and timely updates to Exhibit "4", to show at all times the true ownership structure of FRANCHISEE is a material part of this Agreement as well as Company's decision to enter into and maintain this Agreement. Additionally, if this Agreement is to be signed by an individual(s) in his/her/their individual capacity or by an entity, whereby the individual(s) or entity's principal owner(s) only satisfies Company's financial, creditworthiness and/or management qualifications based on, or with the joint qualifications of, his/her/their spouse(s), Company may, as a condition to the execution of or continuation of this Agreement, require each such spouse to execute the Personal Guaranty set forth as **Exhibit "1"**.

The term "**Commencement Date**" means the earlier of (i) the date that the FRANCHISEE opens the Business Unit for business, or (ii) the date that the FRANCHISEE is able to open the Business Unit for business, as determined by Company, acting reasonably. Once the Commencement Date is determined by either (i) or (ii) above, **"Exhibit 6"** shall be amended by Company to reflect such date. If no Commencement Date is specified in Exhibit 6, the Commencement Date shall be deemed to be 30 days after the Effective Date.

B. Location

FRANCHISEE has agreed to operate the Business Unit only at the Location described above, which Location is or will be either leased or licensed to the FRANCHISEE by a third party or sub-licensed to the FRANCHISEE by Company, an affiliate of Company or an unrelated third party. FRANCHISEE agrees to abide by all terms contained in any Occupancy Agreement. The rights granted to FRANCHISEE hereunder shall be non-exclusive and shall be restricted to the operation of the single Business Unit to be located at the Location during the Term of this Agreement. In connection with the execution of any Occupancy Agreement for the Location from a third party that is not related to Company, FRANCHISEE must execute, and cause the lessor and/or sublessor of the Location to execute, the Conditional Lease Assignment Agreement as set forth on **Exhibit "2"**, in addition to complying with any other obligations and conditions relating to the Occupancy Agreement for the Location and the development and construction of the Business Unit. The rights granted to FRANCHISEE are for the specific Location and cannot be transferred to any other location, except with Company's prior written approval.

C. Reservation of Rights in Company

Company and its affiliates, expressly reserve and retain the right, in their discretion, to:

(1) own and/or operate Cellairis Business Units utilizing the System or other systems as well as the right to grant franchises, licenses or distributorships for other Cellairis Business Units utilizing the System as well as to operate and grant franchises, licenses and distributorships to and/or for any type of business including those which are the same as or similar to the operations of the Business Unit under any marks or the Marks, or any variation of the Marks or the System, in any location, on any terms and conditions that Company deems appropriate, without granting FRANCHISEE any rights therein, without any compensation to FRANCHISEE, and regardless of their actual or threatened impact on sales at the Business Unit;

(2) sell wireless/cellular accessories and other products or services, including the Products and Services, at wholesale or retail, and solicit customers and prospective customers (including solicitation through other franchisees), under any marks or the Marks, or any variation of the Marks, through other channels or methods of distribution, including, but not limited to, sales over the internet (or any other existing or future form of electronic commerce), sales to other retailers (including but not limited to big box retailers such as Best Buy, Office Max, *etc*., mass market stores such as Wal-Mart, Target, *etc*., mid-tier stores, specialty stores, department stores,

kiosks, carts, toy stores, military post exchanges, drug stores and convenience stores such as CVS, Walgreens), wholesalers, carrier channels (including but not limited to cell phone service providers such as AT&T, Verizon, *etc*.), mail order and catalogue sales, and sales via radio and television, all of which may include carrier channels, methods of distribution, wholesalers, retailers, vendors, resellers, and any other distributors, in any location, on any terms and conditions that Company deems appropriate, without any compensation to FRANCHISEE, and regardless of their actual or threatened impact on sales at the Business Unit;

(3) establish, and license others to establish, Cellairis Business Units at or within any institutional or captive audience facilities, including, without limitation, military bases, airports and other public transportation facilities, government offices or institutions, educational institutions, health care facilities, toll road or highway rest stops, parks, stadiums, malls, museums, art centers, contract or institutional food service operators, in theaters, warehouse clubs, theme parks, amusement centers, truck stops, universities, colleges, schools, hotels, motels, gyms, big box retailers (such as Best Buy, Office Max, *etc.*), mass market stores (such as Wal-Mart, Target, *etc*.), specialty stores, convenience stores, or casinos ("**Institutional Facilities**"), in any location and on any terms and conditions that Company deems appropriate, without granting FRANCHISEE any rights therein, without any compensation to FRANCHISEE, and regardless of their actual or threatened impact on sales at the Business Unit.

(4) in the event Company or its affiliates acquire another chain or system, regardless of the number of outlets or units, or Company or its affiliates are acquired by another chain or system, that operates and/or licenses/franchises business units or stores that are the same or similar to Cellairis Business Units in that they have a substantially similar catalog, line or inventory of products and services or similar theme or concept, Company or its affiliates may, in addition to any other rights in this Agreement, establish, acquire or operate, or license/franchise others to establish and operate, business units or stores under other systems or other marks, which business units or stores may offer or sell products or services that are the same as, or similar to, the products and services offered from the Business Unit, regardless of these business units' or stores' proximity to the Business Unit, or their actual or threatened impact on sales at the Business Unit subject to this Agreement;

(5) purchase, merge, acquire or affiliate with an existing competitive or noncompetitive license/franchise network, chain or any other

business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Cellairis Business Units operating under the Marks or any other marks following Company or its affiliate's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which FRANCHISEE acknowledges may be proximate to the Business Unit, and regardless of these businesses and/or facilities proximity to the Business Unit, or their actual or threatened impact on sales at the Business Unit subject to this Agreement; and

(6) engage in any other activity, action or undertaking that Company is not expressly prohibited from taking under this Agreement.

D. <u>Variation of Terms</u>

(1) FRANCHISEE understands and acknowledges that other franchisees of Company may be granted franchise agreements at different times and in different situations. FRANCHISEE acknowledges that the provisions of such agreements may vary substantially from those contained in this Agreement and that FRANCHISEE's obligations hereunder may differ substantially from those of other franchisees.

(2) Company reserves the right in its discretion to vary its specifications, standards and operating practices and requirements among franchisees, including, without limitation, those relating to equipment, signage, operations, Parts, Products and Services. Company may impose such variations to address differing or unique circumstances or for other reasons Company, in its discretion, deems good and sufficient. FRANCHISEE understands and acknowledges that such variations may lead to different costs or obligations among franchisees. FRANCHISEE understands and acknowledges that Company and its affiliates have the right and discretion to treat franchisees differently even if they are similarly situated.

2. FRANCHISE FEE

A. <u>Franchise Fee</u>

Upon execution of this Agreement, FRANCHISEE shall pay to Company an initial franchise fee (**"Franchise Fee"**) of $7,500.00 if this Agreement is for an RMU, or $20,000.00 if this Agreement is for an Interactive Kiosk, or $30,000.00 if this Agreement is for a Full Store (see Paragraph 1.A.).

B. Acknowledgment

FRANCHISEE acknowledges that the grant of this Franchise constitutes the consideration for the payment by FRANCHISEE to Company of the Franchise Fee, and that this Franchise Fee shall be and is fully earned and non-refundable, in whole or in part, for any reason, by Company upon the execution and delivery of this Agreement.

3. ROYALTY AND OTHER FEES

A. Royalty

For a Business Unit designated RMU or Kiosk (see Paragraph 1.A.) the following shall apply:

Beginning on the Commencement Date and continuing for the remainder of the Term, FRANCHISEE agrees to pay to Company a monthly royalty of the greater of the Flat Minimum Monthly Fee (as defined below) or 3% of Gross Sales (as defined in Paragraph 3.B.) (**"Royalty"**) for the use of the System and the Marks. Royalties shall be paid monthly by the 10th day of each month for the previous month.

For a Business Unit designated Full Store (see Paragraph 1.A.) the following shall apply:

Beginning on the Commencement Date and continuing for the remainder of the Term, FRANCHISEE agrees to pay to Company a monthly royalty of the greater of the Flat Minimum Monthly Fee (as defined below) or 4% of Gross Sales (as defined in Paragraph 3.B.)(**"Royalty"**) for the use of the System and the Marks. Royalties shall be paid monthly by the 10th day of each month for the previous month.

In all circumstances, the "**Flat Minimum Monthly Fee"** is $800.00 per month during the first 12 months from the Commencement Date. The Flat Minimum Monthly Fee shall increase by $50 per month on the first and each subsequent anniversary of the Commencement Date during the Term. THE MINIMUM MONTHLY ROYALTY REQUIREMENT IS IN NO WAY INTENDED TO IMPLY THAT YOU WILL EXPERIENCE GROSS SALES OF ANY PARTICULAR LEVEL.

B. Gross Sales

The term "**Gross Sales**" as used in this Agreement includes all sums charged by FRANCHISEE for Products, Parts, goods, merchandise or Services sold at, from, or in connection with the Business Unit whether for cash, for credit, debit, barter or otherwise. The sale by FRANCHISEE of Products, Parts or Services away from

the Location or the Business Unit is not authorized; however, should any such sales be made notwithstanding a lack of approval, or should they be approved in the future, they will be included within the definition of Gross Sales. Gross Sales excludes any federal, state, county or city tax, excise tax, or other similar taxes collected by FRANCHISEE from customers based upon sales, and cash received as payment in credit transactions where the extension of credit itself has already been included in the figure. FRANCHISEE agrees to provide on a regular basis information regarding Gross Sales of the Business Unit including by means of allowing Company to poll FRANCHISEE's Business Unit and to provide monthly sales information for the Business Unit to Company by e-mail, fax or other means. FRANCHISEE agrees to allow Company to use estimated Gross Sales figures for the purpose of calculating any payments due to Company or its affiliates if FRANCHISEE fails or delays in providing timely Gross Sales figures. Such estimates shall be made on a reasonable basis as Company considers appropriate. Reconciliations shall be timely made following receipt by Company of actual Gross Sales figures.

C. **Interest, Late Charges, and Insufficient Funds**

Any payment due to Company not paid when due shall bear interest at the maximum rate allowed by Georgia law or, if no maximum rate relating to this transaction is in effect in the State of Georgia, 18% per annum. Nothing in this Agreement shall be construed to mean that FRANCHISEE is to pay, or has contracted to pay, any sum in excess of that which may lawfully be charged or contracted for under any applicable law. The intention of the parties is to conform strictly to applicable usury laws and it is agreed that if excess is inadvertently collected it shall be applied to reduce the Royalty by the amount owed under Paragraph 3.A. above. All payments required to be made to Company under this Agreement shall be made in Alpharetta, Georgia, or at such addresses and to such parties as Company may designate in writing from time to time. FRANCHISEE agrees to make prompt payment, without deduction or set-off, of all charges which are due to Company and its affiliates. Such payments cannot be withheld on grounds of a claimed non-performance by Company or its affiliates of any of their obligations hereunder. In addition to Company's right to charge interest as provided herein, if permitted by applicable law, Company may charge FRANCHISEE a $100.00 late payment fee for all overdue payments and a $100.00 insufficient funds fee for any check, electronic funds transfer, credit/charge card, or other payment method that is not honored by FRANCHISEE's financial institution. Such amount may be reduced to a lesser amount in Company's discretion if applicable law does not permit charges in the indicated amounts.

D. Automatic Credit/Charge Card Payment

Company may, in its discretion, require that all Royalty fees, all license or sub-license payments which are owed to Company or any affiliate of Company ("**License Payments**"), payments for any Products, Parts or Services purchased by

FRANCHISEE from Company and any affiliate, and any other amounts owing to Company and any affiliate of Company under this Agreement or otherwise be paid by credit/charge card payment which shall be automatically processed each month by Company. FRANCHISEE agrees that, upon request from Company, FRANCHISEE shall perform the acts and sign those documents, including the authorization form attached as Appendix 1 to this Agreement that Company and/or FRANCHISEE's credit/charge card issuer may require to accomplish payment. FRANCHISEE expressly warrants and represents that the credit/charge card information provided to Company in Appendix 1 is accurate and that FRANCHISEE has the authority to authorize Company and any affiliate of Company to charge the credit/charge card provided in Appendix 1. FRANCHISEE further acknowledges that it is under the express obligation and duty to ensure that the information provided in Appendix 1 is accurate at all times during the Term hereof and that the credit/charge card provided in Appendix 1 is valid. If at any time, the credit/charge card provided in Appendix 1 changes or becomes invalid, FRANCHISEE shall immediately provide Company with credit/charge card information for an alternative credit/charge card and authorize Company to charge the alternative credit/charge card for all fees due to Company and any affiliate of Company. By signing this Agreement, FRANCHISEE authorizes Company and any affiliate of Company to charge FRANCHISEE's credit/charge card for the Royalty due each month as well as License Payments payable to Company or any affiliate of Company, any other amounts owing to Company or any affiliate of Company and the costs of any Products, Parts or Services purchased from Company and any affiliate of Company. Company reserves the right and may require, in its discretion that FRANCHISEE remit all Royalty fees, the License Payments, the costs of any Products, Parts or Services purchased by FRANCHISEE from Company and any affiliate and any other amounts owing to Company and any affiliate of Company under this Agreement or otherwise through alternative methods of payment including but not limited to electronic funds transfers as set forth in Paragraph 3.E. of this Agreement. If FRANCHISEE (i) fails or is unable to provide a credit/charge card or (ii) withdraws approval to charge a credit/charge card without designating a replacement credit/charge card, such failure, inability or withdrawal shall constitute a material breach of this Agreement justifying termination upon notice of default and a 5-day cure period by Company to FRANCHISEE. After any first time default under this provision during the Term of this Agreement, there shall be no right to cure. Nothing contained herein shall constitute a waiver of the right of Company and its affiliates to demand immediate cash payment of any and all sums currently due and owing.

E. <u>Electronic Funds Transfer</u>

Company may, in its discretion, elect to utilize an electronic funds transfer payment program, under which Company and any affiliate of Company may electronically debit from FRANCHISEE's bank account the Royalty, the License Payments, any other amounts owing to Company and any affiliate of Company, and the costs of any Products, Parts or Services purchased from Company and any affiliate of

Company. FRANCHISEE agrees that upon request from Company FRANCHISEE will perform the acts and sign those documents, including the authorization form attached as Appendix 2 to this Agreement, that Company, FRANCHISEE's bank, and Company's bank may require to accomplish payment by electronic funds transfer, including authorizations for Company to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of the Royalty, the License Payments, the cost of Products, Parts or Services purchased from Company and any affiliate of Company and other amounts, including interest and late fees payable to Company and any affiliate of Company. In addition, FRANCHISEE shall pay all costs associated with utilizing an electronic funds transfer payment program. FRANCHISEE expressly warrants and represents that the banking information provided to Company in Appendix 2 is accurate and that FRANCHISEE has the authority to authorize Company and any affiliate of Company to electronically debit the account provided in Appendix 2. FRANCHISEE further acknowledges that FRANCHISEE is under the express obligation and duty to ensure that the information provided in Appendix 2 is accurate at all times during the Term hereof and that banking information provided in Appendix 2 is valid. If at any time, the banking information provided in Appendix 2 becomes invalid, FRANCHISEE shall immediately provide Company with banking information for an alternative bank account and authorize Company to charge the alternative bank account for all fees due to Company and any affiliate of Company. Company reserves the right and may require, in its discretion that FRANCHISEE remit all Royalty fees, the License Payments, the costs of any Products, Parts or Services purchased by FRANCHISEE from Company and any affiliate and any other amounts owing to Company and any affiliate of Company under this Agreement or otherwise through alternative methods of payment including but not limited to automatic credit/charge card payment as set forth in Paragraph 3.D. of this Agreement. If FRANCHISEE (i) fails or is unable to provide a bank account or (ii) withdraws approval to charge a bank account without designating a replacement bank account, such failure, inability or withdrawal shall constitute a material breach of this Agreement justifying termination upon notice of default and a 5-day cure period by Company to FRANCHISEE. After any first time default under this provision during the Term of this Agreement, there shall be no right to cure. Nothing contained herein shall constitute a waiver of the right of the Company, its affiliates to demand immediate cash payment of any and all sums currently due and owing.

F. **Application of Payments** Company and its affiliates shall have the right and discretion to apply and/or allocate payments made by or on behalf of FRANCHISEE to any amounts due and owing Company and/or its affiliates, regardless of any instruction, direction, requirement or proposed allocation set forth by FRANCHISEE.

G. **Additional Payments** FRANCHISEE must pay Company or its affiliates within 10 days after demand: (i) all sales taxes, corporate taxes, and any like taxes imposed on, required to be collected by, or paid by Company or its

affiliates on account of products or services Company or its affiliates furnish to FRANCHISEE, through sale, lease, or otherwise, or on account of Company's or its affiliates collection of any fee related to this Agreement; (ii) all franchise or like taxes, whether based on gross receipts, gross revenues, Royalty fees, License Payments, Advertising Fees, or otherwise, imposed on, required to be collected by, or paid by Company or its affiliates; and (iii) all other amounts Company or its affiliates pay or must pay for FRANCHISEE for any reason.

4. OPTION TO OBTAIN SUCCESSOR FRANCHISE AGREEMENT

FRANCHISEE shall have, exercisable on the expiration date of the Term of this Agreement, an option to obtain a successor franchise agreement (**"Successor Franchise Agreement"**) for a term of 5 years, provided that:

A. FRANCHISEE has given Company written notice (**"Notice"**) of its intention to exercise its option to obtain a Successor Franchise Agreement not more than one year and not less than 6 months prior to the expiration of the Term of this Agreement. Failure to give such Notice shall be deemed to be an irrevocable election not to exercise the option to obtain a Successor Franchise Agreement.

B. FRANCHISEE, and its Principal Owners (as defined in Paragraph 1.A.), at the time of the Notice and at the time of the expiration of the Term of this Agreement, are not in default of and have substantially complied with the terms and conditions of this Agreement and all other agreements with Company or its affiliates, whether relating to this Franchise or any other franchise or license with Company or its affiliates, consistently and throughout its Term, including but not limited to the following:

(1) FRANCHISEE has operated the Business Unit in accordance with the terms and conditions of this Agreement throughout the Term of this Agreement;

(2) FRANCHISEE has satisfied, in a timely fashion, all financial obligations in accordance with the terms and conditions of this Agreement and has, consistently throughout the Term, made all Royalty and License Payments in a timely fashion, and paid suppliers of Products, Parts or Services (including affiliates of Company) in a timely fashion in accordance with the terms of lease, license or sale;

(3) FRANCHISEE has maintained, improved, altered, replaced and remodeled the Business Unit, including, without limitation the Location, signs and equipment, throughout the Term of this Agreement in accordance with the terms and conditions of this Agreement;

(4) FRANCHISEE shall have completed the improvements, alterations or remodeling of the Business Unit so as to reflect the then current image and requirements, of Company;

(5) Execution by FRANCHISEE and all Principal Owners of FRANCHISEE, if applicable, of a general release of Company, its affiliates, and their respective officers and employees in a form satisfactory to Company; and

(6) FRANCHISEE and/or FRANCHISEE's Manager(s) (as defined below) shall at FRANCHISEE's expense, attend and successfully complete to Company's reasonable satisfaction any additional training or retraining program which Company may require.

C. Within 120 days after receipt of the Notice, Company shall advise FRANCHISEE in writing if FRANCHISEE is not eligible to obtain a Successor Franchise Agreement, specifying the reasons for such ineligibility and identifying whether such deficiencies are capable of cure. Between the date of the Notice and the expiration date of the Term of this Agreement, if any act, circumstance or omission causes FRANCHISEE to become ineligible to obtain a Successor Franchise Agreement then Company shall advise FRANCHISEE in writing thereof, specifying the deficiency and identifying a cure period if applicable.

D. If FRANCHISEE qualifies, then FRANCHISEE has the right to remain in possession of the Business Unit at the Location for the term of the Successor Franchise Agreement. FRANCHISEE recognizes that a new occupancy agreement may not be available and there can be no assurance whatsoever that the Occupancy Agreement for the Location will be renewed/extended by the lessor, licensor or any sublessor or sub-licensor (including Company, its affiliates). Therefore, notwithstanding anything contained herein to the contrary, Company shall have the right to terminate this Agreement or not to grant a Successor Franchise Agreement if FRANCHISEE or Company, its affiliates either loses possession of the Location or the right to remain in possession of the Business Unit at the Location.

E. FRANCHISEE shall execute the then current form of Successor Franchise Agreement, and such other forms, documents and agreements as Company might require at that time (including owners and others required to execute such other forms, documents and agreements). The Successor Franchise Agreement may contain terms and conditions that may substantially differ from those set forth herein, including but not limited to an increase in the Royalty and/or Advertising Fees (defined herein), as well as other terms and conditions, and such Successor Franchise Agreement shall supersede in

all respects the terms and conditions of this Agreement. FRANCHISEE shall, upon execution of the Successor Franchise Agreement, pay to Company the then current Successor Franchise Fee, which shall be fifty percent (50%) of the then current Franchise Fee.

F. FRANCHISEE hereby acknowledges that FRANCHISEE shall have no further right to renew or extend this Agreement, and no representations, warranties, promises, assurances, commitments or agreements, whether expressed, implied or collateral, have been made by Company to FRANCHISEE to that effect, other than the right provided for in this Paragraph 4, and this Agreement shall expire as at the end of the Term or, if a Successor Franchise Agreement is obtained, at the end of the term of such Successor Franchise Agreement.

5. SERVICES AVAILABLE TO FRANCHISEE

Company agrees to provide the following services to FRANCHISEE and to use reasonable efforts to provide them in a manner reasonably designed for the benefit of the System. The content of and manner by which the following services are to be delivered by Company shall be within Company's discretion:

A. Training

The Business Unit must have one person that (i) is designated by FRANCHISEE to assume primary responsibility for managing the Business Unit and (ii) will devote full time and best efforts to the management and operation of the Business Unit (the "**Manager**"). FRANCHISEE shall inform Company in writing as to the identity of the Manager, including any successors or additional managers. The Business Unit may not open unless and until the Manager of FRANCHISEE has successfully completed Company's training program (**"Initial Training"**). Company will provide the Initial Training (which will include the methods and procedures involved in the retail sale of wireless accessories and services under the System) for up to two (2) of FRANCHISEE's employees including the Manager. Such Initial Training shall be conducted, in the discretion of Company, at FRANCHISEE's Location, at any training center designated by Company (which may include Cellairis Business Units operated by other franchisees) and/or at Company's headquarters. For Initial Training that occurs at FRANCHISEE's Location, FRANCHISEE is required to pay the reasonable and actual costs associated with the living expenses of the trainers, to the extent there are any, including travel, hotel, and meals. For Initial Training that occurs at any training center designated by Company (which may include Cellairis Business Units operated by other franchisees) or at Company's headquarters, then FRANCHISEE is required to pay all travel, hotel, meal and other costs of FRANCHISEE and FRANCHISEE's employees. Company has the option and discretion to decide where Initial Training will occur and FRANCHISEE may, at Company's discretion, receive Initial Training at one or more of several locations including but not limited to Company's headquarters, other franchisees' business units, and the Business Unit. In the event

that a Manager ceases active employment at the Business Unit, FRANCHISEE must notify Company within 5 days of cessation of the Manager's employment at the Business Unit and enroll a qualified replacement in the Initial Training program within 30 days of cessation of such Manager's employment. Such training will be provided at the same cost rates and expenses as additional training described herein. FRANCHISEE will be obligated to complete the training of its employees in the methods and procedures involved in the retail sale of wireless accessories under the System prior to the opening of the Business Unit that is the subject of this Agreement. In no event shall Company, its affiliates or any of the franchisees who conduct the Initial Training be liable to FRANCHISEE in connection with providing or failing to provide the Initial Training and FRANCHISEE's sole remedy with respect to any failure to provide the Initial Training shall be the right to receive the Initial Training. Company, in its discretion, reserves the right to waive all or a portion of the training program required under this Paragraph. Company has the right to terminate training for any individual that, in Company's judgment, is not able to satisfy the requirements of this Paragraph and/or the requirements established to complete Initial Training and FRANCHISEE must promptly designate a replacement at FRANCHISEE's sole cost and expense. Additional training may be provided to FRANCHISEE, at Company's option and discretion,

(1) if Company mandates such training on a system-wide basis for all or substantially all franchisees, including FRANCHISEE;

(2) if FRANCHISEE reasonably requests additional training and Company agrees to provide such training; and/or

(3) in the event of FRANCHISEE's refusal or inability to maintain the standards required by Company for the Business Unit which are established by Company in Company's discretion, which training may include the implementation of a specialized training program approved by Company for employees of the Business Unit, and FRANCHISEE shall thereafter be responsible for the proper training of its employees with respect to such program. FRANCHISEE agrees not to employ any person who fails or refuses to complete FRANCHISEE's training program or is unqualified to perform his or her duties at the Business Unit in accordance with the requirements established for the operation of the Cellairis Business Units or in accordance with any requirement imposed by the lessor, licensor, sublessor or sub-licensor at the Location of the Business Unit.

All additional training shall be provided at Company's then-current daily rate (currently $250 per day or part day) plus, if applicable, the reasonable and actual costs associated with the living expenses of the trainers, including travel, hotel, and meals. Additionally, Company may require FRANCHISEE to attend conferences

which may be offered by Company from time to time. FRANCHISEE will be responsible for the travel and living expenses of its attendees, and Company may charge a reasonable fee sufficient to cover the costs and expenses of such conferences.

B. Technical Support

During the Term of this Agreement, Company shall, at its own expense, provide reasonable over-the-phone technical support to FRANCHISEE during Company business hours.

C. Products and Services

Company, affiliates of Company, or authorized and approved third party suppliers will use their reasonable commercial efforts to supply, at FRANCHISEE's expense, the Parts and the Products to be sold at retail from the Business Unit to end users, within a reasonable time after the receipt of orders from FRANCHISEE. Neither Company nor its affiliates, or any authorized and approved third party supplier shall be liable for any delay or failure in any delivery of any Parts or Products and all order fulfillment and sales are contingent upon Parts and Product availability and other conditions as described herein. Company, affiliates of Company and authorized and approved third party suppliers shall not be liable to FRANCHISEE, or be in default of this Agreement, for any delay of delivery of the Parts and Products supplied by Company, affiliates of Company and authorized and approved third party suppliers to FRANCHISEE resulting from any cause beyond the control of Company, affiliates of Company and authorized and approved third party suppliers, including production and manufacturing problems and delays, delivery problems and delays, labor issues, weather conditions and the occurrence of events constituting force majeure (defined below). As used in this Agreement, "**force majeure**" means an act of God, war, civil disturbance, act of terrorism, government action, fire, flood, accident, hurricane, earthquake, or other calamity, strike or other labor dispute, or any other cause beyond the reasonable control of Company, affiliates of Company and authorized and approved third party suppliers. Company and its affiliates shall establish and have exclusive control over the prices, discounts, specifications, and all other terms and conditions governing their sale of Parts and Products to FRANCHISEE. FRANCHISEE recognizes and agrees that Company or its affiliates, may, in their discretion, from time to time during shortages or during special promotions or events, allocate the sales of Parts and Products among franchisees and others within and outside the System. FRANCHISEE recognizes and agrees that depending on availability as well as the terms of the underlying Occupancy Agreement for the Location, FRANCHISEE may not be permitted to carry all Parts, Products and Services which Company makes available to the System. Further, FRANCHISEE recognizes and agrees that Company may, in its discretion, condition the availability to FRANCHISEE of special promotional Parts, Products and Services, special branded Parts, Products and Services, or designated premium Parts, Products or Services upon

FRANCHISEE's agreement to comply with established promotional conditions or requirements, upon FRANCHISEE's compliance with this Agreement, or upon such other conditions as Company may elect, in its discretion to impose with respect to access to such special or premium Parts, Products or Services. Company reserves the right to negotiate and have exclusive control over the prices, discounts and specifications and all other terms and conditions governing the sale of Parts, Products and Services by authorized and approved third party suppliers to the System, including sales made by such third parties to FRANCHISEE. Pricing of Parts, Products, Services and equipment to be sold by Company or its affiliates to FRANCHISEE is subject to change at any time or from time to time by Company, its affiliates, or any authorized and approved third party supplier effective upon written notice to FRANCHISEE. All of the individuals who guarantee this Agreement must also guarantee to Company, its affiliates and any authorized and approved third party supplier all of FRANCHISEE's purchases of Products and Services. Company or its affiliates, in their discretion, can from time to time in addition to other rights granted herein, establish and require that FRANCHISEE pay for Products and Services on a C.O.D. basis. **FRANCHISEE UNDERSTANDS AND AGREES THAT THE ONLY PARTS, PRODUCTS, SERVICES, EQUIPMENT OR ITEMS THAT MAY BE SOLD BY FRANCHISEE AT OR FROM THE BUSINESS UNIT ARE THOSE PARTS, PRODUCTS, SERVICES, EQUIPMENT OR ITEMS THAT FRANCHISEE HAS PURCHASED FROM COMPANY, AFFILIATES OF COMPANY, OR FROM THIRD PARTY SUPPLIERS WHO HAVE BEEN PREVIOUSLY AUTHORIZED AND APPROVED BY COMPANY, WHICH AUTHORIZATION AND APPROVAL MAY BE WITHHELD IN COMPANY'S DISCRETION. FRANCHISEE UNDERSTANDS AND AGREES THAT COMPANY AND ITS AFFILIATES ARE AND WILL LIKELY REMAIN THE SOLE SOURCE FOR MOST IF NOT ALL OF THE PARTS, PRODUCTS, SERVICES, EQUIPMENT AND ITEMS THAT MAY BE SOLD BY FRANCHISEE AT OR FROM THE BUSINESS UNIT, THAT COMPANY AND ITS AFFILIATES WILL SET THE PRICE AT WHICH SUCH PARTS, PRODUCTS, SERVICES, EQUIPMENT AND ITEMS ARE SOLD TO FRANCHISEE AND THAT COMPANY AND ITS AFFILIATES EXPECT TO GENERATE PROFITS FROM SUCH SALES.** FRANCHISEE is required to purchase and maintain a Parts and Products inventory level sufficient to meet the current needs of its customers. Company or its affiliates may, from time to time, introduce new Parts, Products and Services as well as identify best selling Parts, Products and Services. The satisfaction of consumer demand for new or popular Parts, Products and Services is important to the COMPANY, to FRANCHISEE and to the System as a whole. FRANCHISEE agrees to use its best efforts to carry in its inventory a substantial percentage of new Products, Parts and Services and best-selling Parts, Products and Services. FRANCHISEE is not authorized to create any obligation or liability in connection with the sale of Parts, Products or Services to end users and consumers and the Parts, Products and Services are to be sold strictly in accordance with those warranties and conditions which the manufacturer may from time to time issue and

FRANCHISEE shall honor such warranties in accordance with their terms. Company reserves the right, in its discretion, to increase or decrease the number of approved distributors or suppliers to the System and to designate itself or its affiliates as an approved distributor or supplier of Parts, Products and Services and to make a profit or otherwise receive value in kind or rebates, allowances, advantages, concessions or other benefits from the designated approved distributors or suppliers and/or from the sales by such persons or entities to FRANCHISEE. Parts, Products and Services must be displayed at the Business Unit in accordance with the requirements and specifications established from time to time by Company in the Manual or otherwise.

D. Location Assistance and Approval

FRANCHISEE assumes all cost, liability, expense and responsibility for locating (including any costs and expenses associated with engaging Company's designated real estate broker if necessary), obtaining and developing the Location for the Business Unit. As with all supplier, vendor and service provider payments, Company and its affiliates have the right to receive payments, discounts or other consideration from approved service providers including a designated real estate broker based upon their dealings with FRANCHISEE and/or the System, and Company and its affiliates may use the monies they receive without restriction. (See Paragraph 6.P.).

The Location of the Business Unit is subject to the prior written approval of Company in Company's discretion. Upon FRANCHISEE's selection of a proposed site for the Business Unit, FRANCHISEE shall promptly submit to Company, such site, demographic and other data and information about the proposed site as is ordinarily required by or reasonably requested by Company, utilizing such forms as may be required by Company. Such information may include but is not limited to a copy of the site plan, financial information, population information, median household income, traffic flow, presence of businesses such as cell phone carriers. In addition, FRANCHISEE acknowledges and agrees that Company's acceptance of a proposed site may be conditioned upon FRANCHISEE meeting certain other requirements (including, without limitation, the negotiation of additional terms and conditions satisfactory to Company to any Occupancy Agreement or purchase agreement for the proposed site), and if FRANCHISEE does not, or is unable to meet such requirements within a reasonable time, the site will be deemed rejected. Company has the right to reject any proposed site should FRANCHISEE or any of its Principal Owners be in default of this Agreement, any other franchise agreement with Company, or any other agreement between FRANCHISEE or any of its Principal Owners and Company or any of its affiliates. FRANCHISEE acknowledges and agrees that Company may reject any proposed site for any reason in its discretion, in which event, FRANCHISEE may not develop the Business Unit at the rejected site, but must locate another proposed site for the Business Unit and submit it to Company for acceptance in accordance with this Paragraph. To be effective, any approval of

a proposed site by Company must be in writing. FRANCHISEE hereby acknowledges and agrees that approval by Company of a site does not constitute an assurance, representation, or warranty of any kind, express or implied, as to the suitability of the site for the Business Unit or for any other purpose. Approval by Company of the site indicates only that Company believes the site complies with acceptable minimum criteria established by Company solely for its purposes as of the time of the evaluation. Both FRANCHISEE and Company acknowledge that the consideration of potential sites often involves a consideration of very dynamic and ever-changing factors such as the demographics of the local population and the economic stability or instability of the surrounding area. Such factors are unpredictable and are beyond the control of Company. Company shall not be responsible for the failure of a site approved by Company to meet FRANCHISEE's expectations as to revenue or operational criteria. Company or its affiliate may assist FRANCHISEE in securing a Location for the Business Unit; however, Company's or its affiliate's assistance in selecting the Location does not represent or warrant its success or suitability and FRANCHISEE agrees that Company and its affiliates shall have no liability whatsoever with respect to any role which they may undertake in assisting the FRANCHISEE in the selection of the Location. FRANCHISEE represents and warrants that it has performed its own independent investigation as to the suitability of the Location. In order to obtain the approval of the Company for any Location, a copy of the Occupancy Agreement must be provided. The terms of the Occupancy Agreement for the Location must include the following provisions:

(1) The premises from which the Business Unit is intended to operate (the "**Premises**") must be used only for the operation of a Cellairis Business Unit;

(2) The landlord must consent to FRANCHISEE's use of the Premises as a Cellairis Business Unit;

(3) The landlord must agree to furnish the Company with copies of any and all letters and notices sent to FRANCHISEE, including notices of default, if any, pertaining to the Occupancy Agreement and the Premises, at the same time that these letters and notices are sent to FRANCHISEE;

(4) FRANCHISEE may not sublease, sub-license or assign all or any part of its occupancy rights in the Premises, or extend the term or renew the Occupancy Agreement, without Company's prior written consent;

(5) Landlord must grant to Company the right to enter the Premises to make any modifications necessary to protect the Marks and related proprietary rights and marks, to cure any default under the

Occupancy Agreement, or under the Franchise Agreement, and to examine the inventory being sold from the Premises;

(6) Company will have the right, at its sole option and without any obligation whatsoever to do so, to assume FRANCHISEE's occupancy rights under the Occupancy Agreement for the remainder of its term upon FRANCHISEE's default or termination under the Occupancy Agreement or under the Franchise Agreement; and

(7) Landlord and the FRANCHISEE execute the then current form of Company's Conditional Lease Assignment Agreement. See the Conditional Lease Assignment Agreement attached hereto as **Exhibit "2"**.

Company reserves the right to designate third parties to provide FRANCHISEE with some or all of the site selection and site evaluation assistance described above. Company, for itself and its affiliates, reserves the right, in its discretion, to increase or decrease the number of approved distributors, suppliers, and service providers, including for site selection and site evaluation, to the System and to designate itself or its affiliates as an approved distributor, supplier, or other service provider, and to make a profit or otherwise receive value in kind or rebates, allowances, advantages, concessions or other benefits from the designated approved distributors, suppliers or service providers and/or from the sales by such persons or entities to FRANCHISEE.

E. Pricing

Subject to the requirements of applicable law, Company reserves the right to specify in writing a retail price and/or to establish in writing minimum and/or maximum prices for Parts, Products and Services. In such event, FRANCHISEE shall sell or offer for sale Parts, Products and Services at the specified retail price or, if applicable, in accordance with the minimum and/or maximum retail prices established by Company from time to time. Where no retail price or maximum or minimum price has been specified or established by Company with respect to a particular Part, Product or Service, FRANCHISEE may sell such Part, Product or Service at any reasonable price FRANCHISEE chooses. FRANCHISEE shall offer and participate in any retail program advertised by Company to the public as available at Cellairis Business Units, including without limitation, those retail programs which specify one or more Parts, Products or Services at a particular price. FRANCHISEE acknowledges and agrees that advertised retail prices and specified maximum and minimum prices for Parts, Products or Services may vary from region to region to the extent deemed necessary by Company in order to reflect differences in costs and other factors applicable to such regions.

6. THE BUSINESS UNIT AND FRANCHISEE'S OBLIGATIONS

A. Limitation

During the Term of this Agreement, the Location and Premises for the Business Unit shall be used by FRANCHISEE exclusively for the purpose of operating a Business Unit selling Products, Parts and Services to end-users under the System and the Marks. As a material condition to the grant of the Franchise rights set forth in this Agreement, FRANCHISEE must devote FRANCHISEE's full time and best efforts to the day-to-day operation of the Business Unit with no other operational or management commitments in other businesses (except other Cellairis Business Units operated under franchises granted to such FRANCHISEE by Company). FRANCHISEE agrees to furnish Company with such evidence as Company may request from time to time for the purpose of assuring Company that FRANCHISEE's efforts remain as required under this Agreement.

B. Destruction

In the event the Business Unit shall be damaged or destroyed by fire or other casualty, or be required to be repaired or reconstructed by any authority, FRANCHISEE shall, at its sole expense, cooperate in the repair or reconstruction of the Business Unit within a reasonable time under the circumstances. The minimum acceptable appearance for the restored Business Unit will be the then current design and specifications of Business Units within the System.

C. Use of Marks

The Marks will only be used and displayed in the manner and at such locations as are approved and authorized by Company, in writing. FRANCHISEE agrees to maintain and display signs reflecting the current requirements for Marks of Cellairis Business Units in the System and shall not place additional signs or posters at the Business Unit without the prior written consent of Company. Only signs from sources approved by Company may be utilized at the Business Unit. FRANCHISEE shall discontinue the use of and destroy such signs and Marks as are declared obsolete by Company within the reasonable time specified by Company. FRANCHISEE hereby grants to Company the right to enter the Business Unit to remove and destroy unapproved or obsolete signs in the event that FRANCHISEE has failed to do so within 30 days after the written request of Company. FRANCHISEE shall permit Company or its designated representatives at any time, and from time to time, to review and monitor the activities and operation of the Business Units, and FRANCHISEE shall furnish to Company such information, including samples or specimens of use of the Marks, as to the character and quality of FRANCHISEE's activities and use of the Marks as Company may reasonably request, and FRANCHISEE shall otherwise provide evidence to Company that FRANCHISEE's use of the Marks is in accordance with this Agreement.

At the request of Company, from time to time, FRANCHISEE shall refurbish the premises of the Business Unit at its expense, to conform to the trade dress, color schemes and presentation of the Marks as used in the Business Unit to a manner which is consistent with the then-current image for new Cellairis Business Units as direct by Company in its discretion ("**Required Refurbishments**"). Required Refurbishments may include structural changes, installation of new equipment and signs, remodeling, redecoration and modifications to existing improvements. Additionally, FRANCHISEE shall maintain all fixtures, furnishings and equipment including but not limited to lighting, cabinetry, kiosks and displays in excellent working order ("**Maintenance**"). FRANCHISEE shall timely perform all Maintenance as necessary. FRANCHISEE must perform Maintenance within 10 days of Company's written notice, or if the Maintenance is of a nature which cannot reasonably be completed with such 10 -day period, such additional time as is necessary so long as FRANCHISEE is working in good faith to promptly complete the Maintenance (which additional time shall not exceed 20 days). In addition to all of Company's remedies at law or in equity, if FRANCHISEE fails to timely perform Maintenance, Company shall be entitled to perform or retain a third party to perform the Maintenance and charge all costs and expenses including an administrative fee to FRANCHISEE. FRANCHISEE shall indemnify and hold Company and its affiliates harmless from any damage or Claims resulting from any Maintenance performed by or on behalf of Company. For Required Refurbishments and Maintenance, FRANCHISEE agrees to use vendors and suppliers approved by Company, and which may be an affiliate of Company.

D. <u>Equipment</u>

Only equipment approved by Company that meets the criteria and performance standards of the System may be used in the operation of the Business Unit, including but not limited to such point of sale devices and associated software as may be approved or required for purchase by the Company. The equipment shall be maintained in a condition that meets any operational standards specified by Company and, as equipment becomes obsolete or inoperable, FRANCHISEE will replace the equipment with the types and kinds of equipment as are then approved for use in Cellairis Business Units. If Company determines that additional or replacement equipment is needed because of a change in business considerations, FRANCHISEE will, at its sole cost and expense install the additional equipment or replacement equipment within the reasonable time specified by Company. FRANCHISEE shall, at FRANCHISEE's sole cost, install and maintain all equipment designated and required by Company that Company deems in its discretion to be necessary to carry out, offer, and perform all of the services that Company requires to be offered at the Business Unit. FRANCHISEE shall, at FRANCHISEE's sole cost, install and maintain the point of sale system (the "**POS system**") designated and required by the Company at the Business Unit. The POS system will likely include the associated software required by the Company as well as the credit and debit card processing system and services. FRANCHISEE shall pay such amounts to Company and/or third parties as may be reasonably required to

maintain the POS system and associated software and associated administrative costs. Further, FRANCHISEE shall, at FRANCHISEE's sole cost, establish and maintain such telephone, internet or other connections as may be required to allow Company to monitor sales and other activities at the Business Unit and Company shall have the right to engage in such monitoring and related activities. FRANCHISEE is contractually required at its expense to upgrade and update the POS system to remain in compliance with Company's standards and specifications. There are no contractual limitations on the frequency and cost of this requirement. Company has the right to electronically and manually access the information that the POS system collects and generates. FRANCHISEE must cooperate with Company in helping Company access this information. Company will have the right at any time to access FRANCHISEE's POS system to retrieve and compile information concerning the Business Unit. There are no contractual limitations on Company's right to access this information and data. In addition, Company requires that FRANCHISEE subscribe for internet access with a reputable internet service provider that offers a static IP address. FRANCHISEE must purchase, install, maintain and keep in continuous operation those appropriate communications devices which are reasonably necessary in order to permit the POS system to operate and to provide Company with access to the POS system in conformance with Company's requirements as established from time to time and the requirements of this Agreement.

E. Hours of Operation

The Business Unit shall, subject to applicable laws, be open for business during those hours specified from time to time by Company and at a minimum, strictly in accordance with the requirements of the Occupancy Agreement or other requirements associated with the Location.

F. Products and Services

All Products, Parts and Services that Company may deem appropriate to take full advantage of the potential market and achieve standardization in the System will be carried at the Business Unit and provided from the Business Unit. No products or services that are not authorized and approved by Company in writing will be carried, sold, or provided by the FRANCHISEE or others from the Location or the Business Unit. Without limiting the foregoing, FRANCHISEE will not sell any products or services in violation of the trademark, copyright, patent or other intellectual property laws of the United States. Additionally, unless such statement is expressly approved in advance in writing by Company, FRANCHISEE shall not, directly or indirectly, represent itself, its employees, its repair services, or repair products as being an "authorized repair facility", an "authorized repair service" or an "authorized repair product" (or any similar phrase that implies a relationship with a branded product, company, manufacturer, carrier channel *etc*.) for any branded products, manufacturers, carrier channels or other companies (such as "An authorized BRAND X repair location" or similar words). FRANCHISEE shall

only sell the Products, Parts and/or Services at retail to consumers from and through the Business Unit and shall not sell such items for redistribution or resale unless otherwise approved in writing by Company in Company's discretion. Without limiting the foregoing, FRANCHISEE shall not transship or redirect any Products purchased for resale at the Business Unit to any other location for redistribution or resale including but not limited to other Cellairis Business Units and non-Cellairis businesses.

G. Business Opening

FRANCHISEE agrees that it will begin operation of the Business Unit no later than 5 months after the execution of this Agreement unless a later date is expressly approved in writing by Company, if Company. in its discretion, determines that FRANCHISEE in good faith is using its best efforts to commence operations within such period. Prior to opening, FRANCHISEE must obtain all required state, local and other required government certifications, permits and licenses, and furnish to Company copies of all such required permits and licenses including IRS Form W-9, Reseller's Tax Certificate, and Sales and Use Tax Certificate. Notwithstanding the foregoing, if Company grants FRANCHISEE an extension to commence operations and subsequently determines in its discretion that FRANCHISEE is not using its best efforts to open and operate the Business Unit within a reasonable period of time following the date of the grant of extension, Company may terminate the extension grant. Any termination of the extension grant shall be deemed an Event of Default for purposes of this Agreement.

H. Best Efforts and Management

Consistent with the requirements of Paragraph 6.A. of this Agreement, FRANCHISEE agrees that FRANCHISEE is required to devote his, her, or its full time and best efforts and is personally responsible for the management of the Business Unit on a day-to-day basis. If FRANCHISEE will not serve as Manager, Company, in its discretion, may allow FRANCHISEE to hire a qualified Manager, selected and controlled by FRANCHISEE, to operate the day-to-day affairs of the Business Unit; however, FRANCHISEE must remain actively involved in the operations and management of the Business Unit. The Manager need not have an ownership interest in a corporate or partnership franchisee. FRANCHISEE must carefully monitor, supervise, and be responsible for the performance of anyone designated to manage the operation of the Business Unit. Any designated Manager who will operate the Business Unit must satisfactorily complete Initial Training. Any Manager must not have an interest in or business relationship with any Competitive Business as defined herein at Paragraph 8.D.(3). FRANCHISEE's Manager must devote all of his or her productive time and effort to the management and operation of the Business Unit. If Company determines that a Manager is not properly performing his or her duties, Company will advise FRANCHISEE and FRANCHISEE must immediately take steps to correct the situation. Upon request of Company, FRANCHISEE shall advise Company, in writing, of all personnel

involved in the operation of the Business Unit and their position including job duties and relationship to FRANCHISEE. Failure to comply with this provision is grounds for termination of this Agreement with no right to cure.

Company has the right to request that FRANCHISEE require and obtain covenants not to compete from any and all of FRANCHISEE's Managers and any other employees of FRANCHISEE, who have received or will receive Initial Training, other training or confidential information from Company. Company has the right to request that FRANCHISEE obtain similar covenants from any of the above persons upon the termination of their employment with FRANCHISEE. Company has the right to obtain covenants not to compete from any holder (except for limited partners) of a beneficial interest of FRANCHISEE's securities and any corporation, partnership, or limited liability company directly or indirectly controlling FRANCHISEE if FRANCHISEE is operating as a corporation, partnership, or limited liability company, or of any general partner that is a corporation, partnership or limited liability company, or any corporation, partnership, or limited liability company directly or indirectly controlling a general partner of FRANCHISEE's (if FRANCHISEE is operating as a partnership), who have received or will receive Initial Training, other training or confidential information.

I. Right of Entry and Inspection

Company and its agents and designated representatives shall have the unrestricted right to enter the Business Unit to conduct such activities, as it deems necessary to ascertain FRANCHISEE's compliance with this Agreement. The inspections may be conducted without prior notice at any time when FRANCHISEE or one of FRANCHISEE's employees is at the Business Unit. The inspections will be performed in a manner that minimizes interference with the operation of the Business Unit. **IN THE EVENT THAT ANY SUCH INSPECTION DETERMINES THAT THE PARTS BEING USED, PRODUCTS BEING SOLD AND/OR SERVICES BEING PROVIDED FROM THE BUSINESS UNIT ARE BEING USED, SOLD AND/OR PROVIDED IN VIOLATION OF PARAGRAPH 5.C . OR 6.F . OF THIS AGREEMENT, THEN, UPON DIRECTION FROM THE PERSONS CONDUCTING SUCH INSPECTION, FRANCHISEE AGREES THAT COMPANY MAY REQUIRE FRANCHISEE TO IMMEDIATELY CLOSE THE BUSINESS UNIT AND/OR DISCONTINUE ALL SALES FROM THE BUSINESS UNIT AND/OR DISCONTINUE PROVIDING SOME OR ALL OF THE PRODUCTS AND SERVICES UNLESS AND UNTIL ANY AND ALL SUCH VIOLATIVE PRODUCTS, PARTS, SERVICES, AND REPRESENTATIONS ARE REMOVED FROM THE BUSINESS UNIT AND THE LOCATION.** FRANCHISEE's agreement in this Paragraph 6.I. to close the Business Unit and discontinue sales shall not in any manner prejudice the right of the Company, at its option, to terminate this Agreement for such material breach. In addition to and not in limitation of the foregoing, FRANCHISEE understands and agrees that the sale of products or services from the Business Unit

in violation of the trademark, copyright, patent and intellectual property laws of the United States is a material violation of this Agreement and may expose FRANCHISEE to substantial civil and criminal penalties and subject the entire System to bad publicity and disrepute and, therefore, FRANCHISEE agrees that if such inspection reveals the likelihood that products or services are being sold from the Business Unit in violation of such laws of the United States then, in addition to the requirement and agreement that FRANCHISEE must immediately close the Business Unit and discontinue all sales from the Business Unit, Company shall have the right, in its discretion and without liability of any kind or nature to FRANCHISEE, to report its findings to FRANCHISEE's lessor or licensor and to appropriate governmental authorities for further investigation by them as they may deem necessary and appropriate.

Without limiting any other remedies provided in this Agreement or at law or in equity, if during an inspection any unauthorized parts or product is found, Company shall have the right to take the unauthorized parts and product and send it to Company's office or any other address that Company may determine, in the understanding that FRANCHISEE must provide sufficient proof with an invoice that such product was purchased from Company or its affiliate. Additionally, Company and its authorized representatives, in Company's discretion, have the right, at any time, to obtain a reasonable number of Parts and Products from the Business Unit, without obtaining the prior consent of FRANCHISEE, as a representative sample for inspection and auditing purposes. In such event, FRANCHISEE will be credited for the amount it paid to purchase said Part(s) and Product(s) from Company's affiliate. FRANCHISEE will not be credited for any Part(s) or Product(s) that Company determines were purchased from an unauthorized supplier, and Company reserves all remedies under this Agreement as well as at law or in equity.

J. Operations

FRANCHISEE agrees to operate the Business Unit in compliance with all applicable statutes, laws, and regulations including, without limitation, zoning, disability access, signage, fire and safety, security, fictitious name registrations, sales tax registration, and health and sanitation. FRANCHISEE will be solely responsible for obtaining any and all licenses and permits required to operate the Business Unit. FRANCHISEE must keep copies of all health, fire, building occupancy and similar inspection reports on file and available for Company to review. FRANCHISEE must immediately forward to Company any inspection reports or correspondence stating that FRANCHISEE is not in compliance with any such laws, rules, ordinances and regulations. FRANCHISEE also agrees to operate the Business Unit in accordance with those mandatory operations standards established by Company from time to time, including, but not limited to, the trademark, copyright, patent and intellectual property laws of the United States. FRANCHISEE shall not knowingly make any false or fraudulent statements to third parties regarding Company, its affiliates, the Business Unit or the System

where such false or fraudulent statements would tend to be injurious to the reputation or goodwill of Company, or its Marks, its affiliates, or the System, or which in any manner may improperly interfere with the business affairs or business relations of Company or its franchisees.

FRANCHISEE shall maintain and establish the Business Unit at the Location in a safe, orderly, and clean state. The Business Unit shall be properly staffed, furnished, and equipped. FRANCHISEE will do nothing that would tend to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of Company, its affiliates, or any other Cellairis Business Unit within the System. All employees of the Business Unit are required to wear uniforms and abide by the dress guidelines conforming to the specifications and standards Company may from time to time designate in the Manual (as defined in Paragraph 6.L.) or otherwise. FRANCHISEE shall immediately notify Company if it receives notice of an investigation, inquiry, or complaint by a government agency or the lessor and/or threatened proceedings against FRANCHISEE. As set forth in the Manual, or otherwise required by Company, FRANCHISEE shall properly address customer complaints including providing refunds when appropriate and in accordance with Company's return policy. FRANCHISEE may be charged $100.00 per violation of Company's return policy and such charge shall be in addition to any other remedies Company may have at law or in equity. FRANCHISEE agrees that appropriately responding to customer complaints is a vital element in maintaining and enhancing the goodwill of the System. FRANCHISEE shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Company deems that FRANCHISEE did not fairly handle a customer complaint, Company has the right to intervene and satisfy the customer. Company has the right to terminate this Agreement for violation of this Paragraph. In addition to any other rights and remedies that Company may have, FRANCHISEE shall reimburse Company for all costs (including the cost of any replacement or new Product or Service) incurred by Company in servicing a customer of FRANCHISEE's Business Unit pursuant to this Paragraph.

K. Insurance

FRANCHISEE must purchase and continuously maintain during the Term of this Agreement, at a minimum, the insurance coverage that meets the levels required by its lessor, licensor, sublessor, or sublicensor by local law and regulation, and at such amounts as may from time to time be required by Company including: (a) employer's liability and worker's compensation as required by law; and (b) comprehensive general liability insurance covering the operation of the Business Unit. Prior to opening the Business Unit, and at any time upon Company's request, FRANCHISEE must furnish to Company evidence of such insurance as Company shall reasonably request, together with information concerning claims and losses under such insurance. Such evidence may include (i) an original certificate of insurance, (ii) a copy of the actual additional insured endorsement to the policy

issued to FRANCHISEE by the insurer, (iii) a copy of the corresponding "notice of cancellation" endorsement, and (iv) a copy of the declarations page for the policy. All policies of insurance required to be provided and maintained by FRANCHISEE under this Agreement must name Company and its affiliates as additional insureds (without obligation to pay the premium or any deductible amounts, all of which will be paid by FRANCHISEE), and must be carried with such responsible insurance companies and be in such form as is reasonably satisfactory to Company. All policies of insurance required to be provided and maintained by FRANCHISEE under this Agreement must require that each insurance carrier provide Company with advance notice of expiration, cancellation, termination or modification of the applicable policy. The "notice of cancellation" endorsement must afford Company 30 days prior written notice in the event of cancelation, non-renewal, or adverse material modification or reduction in coverage. Additionally, FRANCHISEE must notify Company at least 30 days prior to the expiration, cancellation, termination or modification of the applicable policy. Company has the right to require FRANCHISEE to increase the types and amounts of insurance coverage as Company may reasonably require. If FRANCHISEE fails to obtain or maintain adequate insurance, Company may, in its discretion, obtain insurance for FRANCHISEE in FRANCHISEE's name and FRANCHISEE shall reimburse Company for the costs of obtaining said insurance. Failure of FRANCHISEE to maintain coverage shall not relieve it of any contractual responsibility or indemnification or obligation or liability under this Agreement.

L. Confidential Operations Manual

Company may develop a Confidential Operations Manual (**"Manual"**) in the future. If so, Company shall loan FRANCHISEE for the duration of this Agreement one copy of the Manual. The Manual will constitute a confidential trade secret of Company and shall remain the property of Company. The Manual cannot be photocopied, reproduced, or disseminated without Company's prior written consent. FRANCHISEE agrees to strictly comply with all of the mandatory procedures and specifications set forth in any such Manual.

M. Indemnification

FRANCHISEE agrees to and does hereby indemnify, defend and hold harmless Company and its affiliates and all of their respective shareholders, directors, officers, employees, agents, successors and assignees (the "**Indemnified Parties**") against and to reimburse any one or more of the Indemnified Parties for all Claims, obligations and damages described in this Paragraph, any taxes described in Paragraph 6.N. below and any claims and liabilities directly or indirectly arising out of the Business Unit's operation or FRANCHISEE's breach of this Agreement, except to the extent they arise as a result of Company's own gross negligence or willful misconduct. For purposes of this indemnification, "Claims" includes all obligations, damages (actual, consequential, special, exemplary, punitive or otherwise) and costs reasonably incurred in the defense of any claim against any of

the Indemnified Parties, including reasonable accountants', arbitrators', attorneys' and expert witness fees, costs of investigations and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. Company has the exclusive right, in its discretion to defend any such claim at FRANCHISEE's expense. This indemnity will continue in effect after the expiration or termination of this Agreement. Under no circumstances will Company or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate its or their losses and expenses, in order to maintain and recover fully a claim against FRANCHISEE.

N. Taxes

FRANCHISEE shall promptly pay when due all taxes levied or assessed by reason of its operation and performance under this Agreement including, but not limited to, if applicable, state employment tax, state sales tax (including any sales or use tax on equipment purchased or leased) and all other taxes and expenses of operating the Business Unit at the Location. In no event shall FRANCHISEE permit a tax sale or seizure by levy or execution or similar writ or warrant to occur against the Business Unit, the Location or any tangible personal property used in connection with the operation of the Business Unit. Upon the request of Company, FRANCHISEE must furnish to Company evidence of the filing of the appropriate tax forms.

O. Fixtures and Site Development

(1) Site Approval. Upon Company's written acceptance of a proposed site, FRANCHISEE shall proceed promptly to enter into the approved Occupancy Agreement for the accepted site and obtain all necessary zoning, building and other governmental or regulatory approvals and permits required for the establishment of the Business Unit. Company, in its discretion, and without any liability to FRANCHISEE, may assist FRANCHISEE in obtaining these approvals and permits.

(2) General Contractor. FRANCHISEE, at its sole expense, shall engage the services of a qualified general contractor, who is reputable and experienced building units of similar retail concepts, to supervise, delegate and/or perform (i) the construction and development of the Business Unit, (ii) the completion of all improvements, (iii) the outfitting of the Business Unit with furnishings, fixtures and equipment, and (iv) all other services that are designated by Company to be performed by such general contractor in connection with constructing the Business Unit (the "**General Contractor**"). Company shall have the right, but not the obligation, to designate, at any time and for any reason, a single approved General Contractor or furnish FRANCHISEE with a list of authorized General Contractors and require FRANCHISEE to

engage the services exclusively from such designated General Contractor(s) in the construction of the Business Unit, which designated General Contractor(s) may be an affiliate of Company. FRANCHISEE shall be solely responsible for payment for all services provided by the General Contractor.

(3) Architectural Firm. Company shall have the right to designate one or more suppliers of design services and/or architecture services (an **"Architectural Firm"**) to supply such services to the System, which Architectural Firm may be an affiliate of Company. At Company's option, Company may authorize the General Contractor to select an Architectural Firm to assist in developing the Business Unit. Upon request by Company, the Architectural Firm shall provide to Company, for Company's written acceptance, a proposed preliminary site and construction plans and specifications for the Business Unit which, if accepted, shall not thereafter be modified, altered or changed without Company's prior written consent. FRANCHISEE shall sign such contracts or agreements as required to obtain the services of the Architectural Firm. FRANCHISEE shall be solely responsible for payment for all services provided by the Architectural Firm.

(4) Construction of Business Unit. FRANCHISEE shall furnish Company with such information relating to the construction of the Business Unit and development of the site as Company may from time to time request, which may include, without limitation, copies of all commitments and plans for construction and financing, the contact name, address and telephone number for any lenders and contractors, and a copy of any construction or financing agreements. FRANCHISEE shall commence construction of the Business Unit in accordance with the accepted site and construction plans and specifications as soon as possible and shall complete construction thereof, including the acquisition and installation of all equipment specified by Company, and have the Business Unit ready to open for business within 5 months after Company's execution of this Agreement. Company and its agents shall have the right to inspect the construction site at any reasonable time without prior notice. FRANCHISEE shall correct, upon Company's request and at FRANCHISEE's sole expense, any deviation from any accepted site or construction plans or specifications. FRANCHISEE must also, at its sole expense, engage the services of a qualified and reputable electrician to perform all services necessary to properly wire the Business Unit for electricity. It is FRANCHISEE's responsibility to obtain all required licenses, permits, and approvals associated with construction and operation of the Business Unit. Without limiting the foregoing, it is FRANCHISEE's responsibility

to ensure that the Business Unit and Location are in full compliance with the Americans with Disabilities Act of 1990, as amended ("**ADA**") or similar rules governing public accommodations or commercial facilities for persons with disabilities). Without limiting the foregoing, upon completion of the construction of the Business Unit, FRANCHISEE shall promptly execute the ADA Certification attached hereto as **Exhibit "7"** and deliver the executed ADA Certification to Company before the Business Unit opens for business. FRANCHISEE understands and agrees that Company, its affiliates, the Architectural Firm, the General Contractor, and approved distributors and suppliers are not responsible and shall have no liability with regard to obtaining and/or maintaining such licenses, permits, and approvals and compliance.

(5) No liability of Franchisor. FRANCHISEE acknowledges and agrees that (i) Company assumes no responsibility for the quality of any construction because of any inspections made by it or any reports or recommendations made as a result of such inspections, (ii) Company is not liable for any unsatisfactory performance of any contractor, architect, or suppler (including the General Contractor and Architectural Firm), even if such contractor, architect, or supplier was designated by Company, and (iii) Company is not liable for the Business Unit or Location's non-compliance with any law, statute, regulation, ordinance or other requirements including but not limited to the ADA. Company shall have the option of approving or denying a request from FRANCHISEE to use a General Contractor and/or Architectural Firm submitted by FRANCHISEE to develop and construct the Business Unit. In connection with such request, FRANCHISEE and the proposed General Contractor and/or Architectural Firm shall submit all information and data as Company may require to consider the request. Company reserves the right to charge FRANCHISEE a reasonable fee in connection with evaluating a request to use a proposed General Contractor and/or Architectural Firm. Company may deny such request for any reason, including its determination to limit the number of approved General Contractors and/or Architectural Firms.

(6) Fixtures, Furnishings and Equipment. FRANCHISEE shall maintain at the Business Unit, at FRANCHISEE's expense, all fixtures, furnishings and equipment as Company may direct from time to time in the Manual or otherwise, and shall refrain from installing or permitting to be installed any fixtures, furnishings or equipment that do not meet Company's specifications. FRANCHISEE shall maintain the Business Unit in a clean,

attractive condition and in good repair. Company, in its discretion, may designate Company or its affiliates as the sole supplier of all fixtures, furnishings and equipment to be installed and utilized at the Business Unit. In that event, Company, or its affiliates will use their reasonable commercial efforts to timely supply and ship to FRANCHISEE's Location, at FRANCHISEE's expense, all fixtures, furnishings and equipment for the Business Unit from which the Products and Parts will be sold and Services rendered. The price for the fixtures, furnishings and equipment, and other associated charges and fees, including shipping costs, shall be paid by FRANCHISEE to Company, or its affiliates, prior to any shipment of these items, and the price for these items and other charges and fees are in addition to any Franchise Fee paid hereunder. Neither Company nor its affiliates, or any designated third party supplier shall be liable for any delay or failure in the delivery of the fixtures, furnishings or equipment to the Location. **FRANCHISEE UNDERSTANDS AND AGREES TO THE FOLLOWING: (1) THAT COMPANY AND ITS AFFILIATES ARE AND WILL LIKELY REMAIN THE SOLE SOURCE FOR THE FIXTURES, FURNISHINGS AND EQUIPMENT, INCLUDING THE PHYSICAL INTERACTIVE KIOSK STRUCTURE; (ii) THAT COMPANY AND ITS AFFILIATES WILL SET THE PRICE FOR THE FIXTURES, FURNISHINGS, AND EQUIPMENT (INCLUDING THE COST FOR THE SHIPPING); AND (iii) THAT COMPANY AND ITS AFFILIATES EXPECT TO GENERATE PROFITS FROM SUCH SALES DESCRIBED HEREIN.** Company, for itself and its affiliates, reserves the right, in its discretion, to increase or decrease the number of approved distributors, suppliers and service providers to the System and to designate itself or its affiliates as an approved distributor, supplier, or service provider, including designating itself or its affiliates as the General Contractor and/or Architectural Firm, and to make a profit or otherwise receive value in kind or rebates, allowances, advantages, concessions or other benefits from the designated approved distributors, suppliers or service providers, and/or from the sales by such persons or entities to FRANCHISEE. The fixtures, furnishings and equipment must be maintained in accordance with the requirements and specifications established from time to time by Company in the Manual or otherwise. **EXCEPT AS EXPRESSLY SET FORTH IN WRITING IN A WARRANTY PROVIDED BY COMPANY, ITS AFFILIATES WITH ANY PRODUCT(S), COMPANY, ITS AFFILIATES EXPRESSLY DISCLAIM AND MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE,**

NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED UPON COURSE OF DEALING OR TRADE USAGE WITH RESPECT TO THE FIXTURES, FURNISHINGS, OR EQUIPMENT. IN CONNECTION WITH ANY SALE OF THE FIXTURES, FURNISHINGS, OR EQUIPMENT, IN NO EVENT WILL COMPANY, ITS AFFILIATES BE RESPONSIBLE TO FRANCHISEE OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LOST SALES OR PROFITS REGARDLESS OF THE LEGAL THEORY OR FORM OF ACTION, EVEN IF COMPANY, ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COMPANY, ITS AFFILIATES TOTAL AND COLLECTIVE LIABILITY FOR DIRECT DAMAGES HEREUNDER WILL IN ANY EVENT NOT EXCEED THE AGGREGATE PRICE PAID BY FRANCHISEE TO COMPANY, ITS AFFILIATES PURSUANT TO THE SALE OF THE FIXTURES, FURNISHINGS AND EQUIPMENT.

P. Supplier Payments

Company and its affiliates have the right to receive payments, discounts or other consideration from approved suppliers, vendors and service providers based upon their dealings with FRANCHISEE and other franchisees, and Company and its affiliates may use the monies they receive without restriction for any purpose Company deems appropriate or necessary. Suppliers may pay Company or its affiliates based upon the quantities of products or services the System purchases from them. Company and its affiliates are not required to give FRANCHISEE an accounting of supplier payments or to share the benefit of supplier payments with FRANCHISEE or other Cellairis franchisees.

Q. Credit Cards and Other Methods of Payment

At all times, FRANCHISEE must maintain credit-card relationships with the credit and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-funds-transfer systems that Company designates as mandatory, and FRANCHISEE must not use any such services or providers that Company has not approved in writing or for which Company has revoked its approval. Company has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider. FRANCHISEE must comply with all credit-card policies, including minimum purchase requirements for a customer's use of a credit card as may be established

by Company from time to time. FRANCHISEE agrees that FRANCHISEE is solely responsible for ensuring compliance with (a) the Payment Card Industry Data Security Standards (see www.pcisecuritystandards.org) ("**PCIDSS**") enacted by the applicable Card Associations (as they may be modified from time to time or as successor standards are adopted); (b) the Fair and Accurate Credit Transactions Act ("**FACTA**"); and (c) all other standards, laws, rules, regulations or any equivalent thereof applicable to electronic payments that may be published from time to time by payment card companies and applicable to electronic payments ("**Electronic Payment Requirements**"). If FRANCHISEE is required by one of the credit card companies or another third party (including any governmental body) to provide evidence of compliance with PCIDSS, FACTA, or applicable Electronic Payment Requirements, or upon Company's request, Company may require that FRANCHISEE provide, or make available, to Company copies of an audit, scanning results or related documentation relating to such compliance. Any costs associated with an audit or to gain compliance with PCIDSS, FACTA or any Electronic Payment Requirements shall be borne by FRANCHISEE. FRANCHISEE shall also upgrade its POS system and related software, at FRANCHISEE's expense, to maintain compliance with PCI DSS, FACTA, Electronic Payment Requirements, and all related laws and regulations.

R. <u>Security Breach</u>

FRANCHISEE is required to notify Company immediately if FRANCHISEE suspects or becomes aware of a Security Breach (defined below). With the exception of any required notification to the Payment Card Brands under PCIDSS (or other applicable standards), FRANCHISEE agrees that Company will have the option to notify affected persons and regulatory authorities on FRANCHISEE's behalf in accordance with applicable law. If, after consultation with FRANCHISEE, Company determines that notification is required or appropriate, FRANCHISEE agrees that FRANCHISEE will bear all costs associated with such notification, which may include, without limitation, any costs for providing credit monitoring to affected persons. Upon discovery of a Security Breach, FRANCHISEE further agrees that FRANCHISEE will promptly investigate and remediate, at FRANCHISEE's expense, the source of such Security Breach. FRANCHISEE shall pay all costs Company incurs (including legal expenses) in connection with responding to any Security Breach at the Business Unit or involving FRANCHISEE's operations under this Agreement. For purposes of this Paragraph, a "**Security Breach**" is any known or suspected unauthorized use, theft, access, disclosure, loss or acquisition of any confidential information of Company's, any customer information or of FRANCHISEE's POS system.

7. ACCOUNTING PROCEDURES: RIGHT TO AUDIT

A. Accounting

FRANCHISEE agrees to keep true, accurate and complete records of the Business Unit in such form as Company now or hereafter may require and, upon request and within 10 days after such request, to furnish Company with a monthly and fiscal year to date profit and loss statement in the format prescribed by Company. FRANCHISEE shall also, upon request and within 10 days after such request, submit to Company quarterly balance sheets, the first of which shall be for the period ending 3 months after the Business Unit opens. All profit and loss statements and balance sheets must be prepared in accordance with generally accepted accounting principles. FRANCHISEE shall also provide Company with a statement of local advertising expenditures made pursuant to Paragraph 8.A.(9) below for each calendar quarter and fiscal year to date, in a form satisfactory to Company, along with invoices documenting such expenditures, to be delivered to Company within 15 days after the end of each calendar quarter. In addition and irrespective of whether the Company has requested copies of such documents, FRANCHISEE shall retain for a period of at least 36 months and upon request submit to Company copies of all state sales tax returns and all supporting data and records relating to sales made at or from the Business Unit and such additional records as Company may reasonably request from time to time. If any of the reports or other information required to be given to Company or its affiliates in accordance with this Paragraph or any other agreement between FRANCHISEE and Company or its affiliates, including the Sub-License Agreement, are not received by Company or its affiliates by the required deadline, Company may charge FRANCHISEE a late submission fee equal to $250.00 per late submission. The remedies contained in this Paragraph shall be in addition to any other remedies Company or its affiliates may have at law or in equity.

B. Audits of Franchisee.

FRANCHISEE agrees that Company or its representatives, at Company's expense, shall, at all reasonable times, have the right to examine or audit the books, records (including all records relating to the purchase of products to be sold from the Business Unit as well as advertising expenditures), state sales tax returns or accounts of FRANCHISEE. Company shall similarly have the right to examine or audit the books, records, state sales tax returns or accounts of any and all persons or entities who are guarantors, who have personal liability, or who have joint and severable liability under this Agreement in those instances in which it appears that FRANCHISEE has failed to comply with the requirements of this Agreement. In the event the audit discloses that there has been a violation of Paragraph 5.C. of this Agreement, then FRANCHISEE shall, within 15 days after the date notice was sent to FRANCHISEE, pay Company the greater of (1) $250.00 or (2) all Company and affiliate costs of the audit including travel, lodging and wages, reasonably incurred. In the event the audit discloses that there has been a repeated violation of Paragraph

5.C. of this Agreement, then FRANCHISEE shall, within 15 days after the date notice was sent to FRANCHISEE, pay Company the greater of (1) $500.00 or (2) all Company and affiliate costs of the audit including travel, lodging and wages, reasonably incurred. These remedies for violations of Paragraph 5.C. shall be in addition to and not in lieu of any other remedies Company may have at law or in equity, and shall not in any way serve to waive Company's right to default and/or terminate this Agreement for said violations pursuant to Section 10. In the event the audit discloses that there has been an understatement of any payment or expenditure that is due and owing under this Agreement or any other agreement executed by the parties which exceeds 2% percent for any period or periods, then FRANCHISEE shall, within 15 days after the receipt of notice of the audit report, pay Company the amount of each understatement, plus FRANCHISEE shall reimburse Company for all costs of the audit including travel, lodging and wages, reasonably incurred. In the event that Company requests information from FRANCHISEE pursuant to this Paragraph and FRANCHISEE does not provide the requested information within 72 hours of FRANCHISEE's receipt of notice of Company's request, FRANCHISEE shall incur a fee of $250.00 per day for each day that FRANCHISEE fails to timely provide the requested information to Company. The remedies contained in this Paragraph shall be in addition to and not in lieu of any other remedies Company may have at law or in equity, and shall not in any way serve to waive Company's right to default and/or terminate this Agreement for said violations pursuant to Paragraph 10.

C. Data

All data (including purchase and sales information relating to the Business Unit) provided by FRANCHISEE to the Company (irrespective as to the manner by which it is provided) or otherwise obtained by the Company with respect to FRANCHISEE or the Business Unit, is and will be owned exclusively by Company, and Company will have the unfettered right to use such data in any manner that Company deems appropriate and in accordance with its privacy policy which can be found at www.cellairis.com/privacy-policy, without obligation or compensation to FRANCHISEE and Company shall have no liability whatsoever to FRANCHISEE with respect to such use.

8. LIMITATIONS OF FRANCHISE.

A. Trademarks, Trade Names, Service Marks and Trade Secrets

(1) Acknowledgement

FRANCHISEE acknowledges that ownership of all right, title and interest to the System and the Marks are and shall remain vested solely in Company and/or Global Cellular, Inc. and FRANCHISEE disclaims any right, title or interest therein or the good will derived therefrom, and all uses of the Marks by FRANCHISEE inure to the

benefit of Global Cellular, Inc. FRANCHISEE agrees that all materials loaned or otherwise made available to FRANCHISEE and all disclosures made to FRANCHISEE and not to the general public by or at the direction of Company at any time before or during the Term of this Agreement relating to the System, including, without limitation, training methods and any Manual which may exist with respect to the System, financial information, marketing strategy and marketing programs are to be considered trade secrets and confidential information of Company for purposes of this Agreement and shall be kept confidential and used by FRANCHISEE only in connection with the operation of the Business Unit. FRANCHISEE agrees not to divulge any of the trade secrets or confidential information to any person other than FRANCHISEE's employees and then only to the extent necessary for the operation of the Business Unit. Without limiting the generality of the foregoing, FRANCHISEE shall use or display the Marks on all signs, forms, stationery, invoices, paper goods, and other items used in connection with the Business Unit and other materials only in the manner and form prescribed by Company and as provided for in this Agreement and FRANCHISEE shall include on such materials and on a sign at the location a notice in the form prescribed by Company or its affiliates specifying substantially the following: "The CELLAIRIS trademarks are owned by Global Cellular, Inc. and are used under license by an independently owned and operated franchised business".

FRANCHISEE shall permit Company, its affiliates or their designated representatives, at all reasonable times, to have access to any relevant documents, materials and records pertaining to FRANCHISEE's operation of the Business Unit in order to determine that Franchisee is complying with its obligations under this Paragraph 8.A.

(2) **No Impairment**

FRANCHISEE will not, directly or indirectly, at any time during the Term of this Agreement or thereafter, do or cause to be done any act or thing disputing, attacking or in any way impairing or tending to impair Company's or Global Cellular Inc.'s right, title or interest in the Marks or the System. FRANCHISEE shall immediately notify Company of all infringements or limitations of the Marks which come to FRANCHISEE's attention or challenges to FRANCHISEE's use of any of the Marks, and Company and Global Cellular, Inc. shall exercise discretion in deciding what action, if any, should be taken in connection therewith. FRANCHISEE agrees to cooperate in the prosecution of any action to prevent the infringement, limitation, illegal use, or misuse of the Marks and

agrees to be named as a party in any such action if so requested by Company. Company agrees to bear the legal expenses incident to FRANCHISEE's participation in such action, except for fees, expenses and other costs of FRANCHISEE's personal legal counsel if FRANCHISEE elects to be represented by counsel of FRANCHISEE's own choosing.

(3) **Franchise Name**

In the adoption of a business, trade, corporate or partnership name, FRANCHISEE shall not use any of the Marks, any variations or abbreviations thereof, or any words confusingly similar to the Marks.

(4) **Advertising**

a. Authorized Material Only

Only those advertising and promotional materials or items which are authorized by Company in writing prior to use shall be used, sold, or distributed, and no display or use of the Marks shall be made without the prior written approval of Company. All materials on which the Marks are used must include the designation ® or such other designation as Company may specify.

b. Coupons, Loyalty Cards, Discounts and Other Promotions

FRANCHISEE agrees, at its sole cost and expense, to participate in and offer all System coupons, loyalty cards, gift cards, discounts and other promotions (including but not limited to contests) in accordance with marketing programs Company establishes, and to honor the coupons, loyalty cards, gift cards, discounts and other promotions issued by other FRANCHISEES under any such program.

c. Approval of Advertising

Any and all advertising and marketing materials not prepared or previously approved by Company shall be submitted to Company at least 14 days prior to any publication or run date for approval, which may be withheld in Company's discretion. Company will provide FRANCHISEE with written notification of its approval or disapproval within a reasonable time and FRANCHISEE cannot use the submitted materials without prior written

approval from Company. FRANCHISEE must discontinue the use of any approved advertising within 5 days of FRANCHISEE's receipt of Company's request to do so. Without limiting the generality of the foregoing, FRANCHISEE, without the express prior written approval of Company, shall not operate, or permit to be operated on its behalf, any internet or world wide web site or page which incorporates any of the Marks or otherwise promotes the Business Unit or System. All advertising and promotion by FRANCHISEE must be factually accurate and shall not detrimentally affect the Marks or the System, as determined in Company's discretion.

d. Social Media

FRANCHISEE must comply with the standards developed by Company for the System, in the manner directed by Company in the Manual or otherwise, with regard to Company's authorization to use, and use of, blogs, common social networks, professional networks, live blogging tools, virtual worlds, files, audio, and video sharing sites and other similar social networking media or tools (including but not limited to Facebook®, Twitter®, LinkedIn®, Pinterest®, Instagram®, Google Places®, Google+®, Google Adwords®, Vimeo®, Tumblr®, MySpace® or YouTube®) ("**Social Media**") that in any way reference the Marks or involves the System, Business Unit, Cellairis Business Units or Company regardless of whether it is used for commercial gain or not.

(5) **Change of Marks**

Company shall have the right to change, modify, add to, or delete the Marks to be used by FRANCHISEE at any time and for any reason it deems appropriate. FRANCHISEE shall pay the costs associated with any such change, modification, addition or deletion and shall make such necessary changes promptly.

(6) **Use of Marks on the Internet**

FRANCHISEE agrees not to register any Internet address name under any Internet domain, class, or category that contains any of the Marks or any abbreviations, acronym or variation of the Marks. FRANCHISEE agrees not to use, publish, or in any way incorporate the Marks in any form of Social Media whether or not such Social Media platform is used for commercial gain. Company and Global

Cellular, Inc. retain the sole right to advertise on the Internet and create a web site using any of the Marks or any variation of the Marks. Company retains the right to pre-approve FRANCHISEE's use of linking and framing between FRANCHISEE's web pages and all other websites. FRANCHISEE shall, within 5 days after a request by Company, dismantle any frames and links between FRANCHISEE's web pages and any other websites. FRANCHISEE agrees to comply with any and all policies related to the internet (including Social Media) and the use of the Marks in the public domain as established by Company in the Manual or otherwise provided to FRANCHISEE. Company may, in its discretion and at FRANCHISEE's expense, establish certain online Social Media pages for the Business Unit, and Company may, in its discretion, provide FRANCHISEE access to these Social Media pages to post content that complies at all times with any and all policies related to the internet (including Social Media) and the use of the Marks in the public domain as established by Company in the Manual or otherwise provided to FRANCHISEE. Company shall retain all rights in these Social Media pages and Company may, in its discretion, terminate any or all of these Social Media pages at any time and/or terminate FRANCHISEE's access to post content to these pages.

(7) **Additional Marks**

All provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, and commercial symbols hereafter authorized for use by and licensed to FRANCHISEE.

(8) **Advertising Program**

In addition to all other amounts required to be paid hereunder, during the term hereof, Company (or its designee, which may be Global Cellular, Inc.) may, but is not obligated to, establish and administer an advertising fund (the "**Advertising Fund**"). If the Advertising Fund is established, FRANCHISEE must, effective immediately upon written notice to FRANCHISEE, pay to Company, or its designee, a monthly amount, which amount will be designated by Company from time to time, in its discretion, provided that such monthly amount shall not exceed 3% of Gross Sales for the preceding month (the "**Advertising Fee**"), which amount shall be used by the Advertising Fund. Advertising Fees shall be paid monthly by the 10th day of each month for the previous month.

FRANCHISEE understands and acknowledges that the Advertising Fund is intended to maximize and support general public recognition, brand identity and patronage of Cellairis Business Units for the benefit of all owners and operators of Cellairis Business Units (including all facilities displaying or otherwise utilizing the Cellairis Mark) and the overall System and that Company undertakes no obligation to ensure that the Advertising Fund benefits FRANCHISEE, or any other Cellairis franchisee, in proportion to their respective contributions. Company (or its designated entity) is not obligated to make expenditures for FRANCHISEE which are equivalent or proportionate to FRANCHISEE's contribution, or to ensure that any particular franchisee benefits directly or *pro rata* from expenditures by the Advertising Fund. FRANCHISEE agrees that all funds contributed to the Advertising Fund may be used to meet any and all costs of maintaining, administering, directing and preparing national, regional or local advertising materials, programs and public relations activities including, without limitation, the costs of preparing and conducting television, radio, magazine, billboard, newspaper, direct response literature, direct mailings, brochures, collateral advertising material, implementing websites for Company, its affiliates who offer Cellairis franchises and/or its and their franchisees, surveys of advertising effectiveness and other media programs and activities, establishing and administering gift-card programs, customer loyalty programs, employing advertising agencies to assist therewith and providing promotional brochures, decals and other marketing materials. The expenditure of such funds for advertising is to be under the control of, and in the discretion of, Company at all times, or such other entities designated by Company.

If established, the Advertising Fund shall be established and maintained as a separate banking account and monies received shall be accounted for separately from Company's other funds and shall not be used to defray any of Company's general operating expenses, except for such reasonable salaries, administrative costs and overhead as Company (or its designated entity) may incur in activities reasonably related to the administration or direction of the Advertising Fund and its advertising programs (including, without limitation, conducting market research, preparing advertising and promotional materials, collecting and accounting for contributions to the Advertising Fund, paying for the preparation and distribution of financial statements, legal and accounting fees and expenses, taxes, and other reasonable direct and indirect expenses incurred by Company or its authorized entity in connection with programs funded by the Advertising Fund). A financial statement of the

operations of the Advertising Fund shall be prepared annually (the cost of preparing such statement to be paid out of the Advertising Fund), and shall be made available to FRANCHISEE upon request. Company or its designated entity may spend in any fiscal year more or less than the aggregate contribution of all franchisees to the Advertising Fund in that year, and the Advertising Fund may borrow from Company or others to cover deficits or invest any surplus for future use. Any lender loaning money to the Advertising Fund shall receive interest at a reasonable rate. All interest earned on monies contributed to the Advertising Fund will be used to pay advertising costs before other assets of the Advertising Fund are expended. Company may cause the Advertising Fund to be incorporated or operated through a separate entity at such time as Company may deem appropriate, and such successor entity, if established, will have all rights and duties specified in this Paragraph. Company (and any designated entity) will not be liable for any act or omission with respect to the Advertising Fund that is consistent with this Agreement and done in the exercise of reasonable business judgment. Except as expressly provided in this Paragraph, Company (and any designated entity) assumes no direct or indirect liability or obligation to FRANCHISEE with respect to the maintenance, direction or administration of the Advertising Fund. FRANCHISEE expressly acknowledges and agrees that Company (and any designated entity) is not operating or acting as a trustee or fiduciary with respect to the Advertising Fees collected. FRANCHISEE agrees to participate in any promotion, marketing or advertising campaigns created by the Advertising Fund. Company (or any designated entity) may reduce contributions of franchises to the Advertising Fund and upon notice to FRANCHISEE, reduce the Advertising Fund's operation or terminate the Advertising Fund and distribute unspent monies to those contributing franchisees in proportion to their contributions in the past. FRANCHISEE acknowledges that all copyright or other intellectual property in and to the advertising and promotional activities and materials undertaken and/or created pursuant to this Paragraph shall be the property of Company or its designee, which may be Global Cellular, Inc.

(9) **Local Advertising**

FRANCHISEE agrees that, in addition to any other required payment, including but not limited to the payment of the Advertising Fee (if an Advertising Fund is established), FRANCHISEE will spend a reasonable amount each calendar quarter for local market advertising but in no event less than 1% of Gross Sales per calendar quarter. The amount of advertising funds

expended by FRANCHISEE for individual local market advertising shall be determined by FRANCHISEE, subject to the foregoing minimum requirement. All local advertising shall be subject to the approval procedure in Paragraph 8.A.(4)(c). Local advertising expenditures shall not include incentive programs, including without limitation, costs of honoring coupons, costs incurred in honoring sales promotions, salaries, contributions, donations, press parties, in-store fixtures or equipment, displays, and exterior or interior signage. If FRANCHISEE fails in any quarter to make advertising expenditures in accordance with this Paragraph, Company shall thereafter have the right, in addition to all remedies at law and equity, but not the obligation, for the following 4 quarters to spend an amount not to exceed 1% of the Gross Sales of the Business Unit on local advertising on behalf of FRANCHISEE, and FRANCHISEE must reimburse Company for such expenses and a reasonable administrative fee.

(10) **Grand Opening**

FRANCHISEE, at its sole expense, must develop and implement a grand opening promotion approved in advance by Company to introduce or (if FRANCHISEE is purchasing an existing Business Unit) to re-introduce the Business Unit to the public during the period that is 10 days prior to, and 10 days after, the Commencement Date or 10 days after the transfer of the Business Unit (if FRANCHISEE is purchasing an existing Business Unit). FRANCHISEE is required to spend a minimum of $2,500 for the grand opening promotion. To the extent Company has developed or approved marketing or advertising programs and materials for the Business Unit's grand opening, FRANCHISEE must use such programs and materials, otherwise FRANCHISEE must obtain Company's prior written approval of such programs and materials in accordance with Sub-paragraphs (4)(a) and (4)(c) above.

(11) **Advertising Cooperatives**

In connection with the Business Unit and any and all other Cellairis Business Units owned or operated by FRANCHISEE, FRANCHISEE shall participate, if required by Company, in any local, regional or national cooperative advertising group, consisting of other franchisees of franchised Cellairis Business Units, when and if any such groups are created (each, an "**Advertising Cooperative**"). The particular Advertising Cooperative(s) in which FRANCHISEE may be required to participate shall be designated by Company in its discretion. FRANCHISEE's payments to any Advertising Cooperative shall be determined by FRANCHISEE and

those other franchisees of the System and/or Company, as the case may be, who are participants in such Advertising Cooperative, as set forth in the by-laws of that Advertising Cooperative or membership, dues, participation or other payment agreements of such Advertising Cooperative. FRANCHISEE, however, may not be required to spend more than 2% of Gross Sales per annum for the Business Unit that is subject to this Agreement in connection with any Advertising Cooperative. Any by-laws of an Advertising Cooperative and any other written governing documents must be approved in advance by Company in writing and must utilize such voting and advertising processes and procedures as may be directed by Company for all Cellairis Advertising Cooperatives. Amounts paid to an Advertising Cooperative shall be credited against payments FRANCHISEE is otherwise required to make for local advertising as required herein. Any payments to an Advertising Cooperative shall be in addition to the amounts required to be paid or spent under this Agreement. FRANCHISEE shall enter into such formal agreements with such other franchisees of the System and/or Company, as the case may be, as shall be necessary or appropriate to accomplish the foregoing and FRANCHISEE shall abide by such formal agreements and decisions that the Advertising Cooperative is authorized by Company to make related to advertising and marketing in the area covered by the Advertising Cooperative. For clarity, if FRANCHISEE becomes delinquent in its dues or other payments to the Advertising Cooperative or fails to abide by any formal agreements or authorized decisions of the Advertising Cooperative, such delinquency or failure shall be deemed a failure to participate in the Advertising Cooperative and a breach of this Agreement. Company may upon 30 days' written notice to FRANCHISEE suspend or terminate an Advertising Cooperative's program or operations. As a member, officer or director of an Advertising Cooperative, at the request of Company, FRANCHISEE shall provide to Company all information requested by Company related to such Advertising Cooperative and FRANCHISEE shall have the obligation to provide such information within 10 days after Company's request to FRANCHISEE.

B. <u>Independent Contractor</u>

FRANCHISEE is an independent contractor and is not an agent, partner, joint venturer, joint employer, or employee of Company, and no trust, confidential or fiduciary relationship between the parties exists. FRANCHISEE is an independent owner and operator of the Business Unit and is responsible for the day-to-day operations of the Business Unit. FRANCHISEE shall be the sole and exclusive employer of its employees with the sole right to hire, discipline, discharge, and

establish wages, hours, benefits, employment policies, and other terms and conditions of employment for its employees without consultation with or approval by Company. Company shall have no control over the terms and conditions of employment of FRANCHISEE's employees. FRANCHISEE shall have no right to bind or obligate Company in any way nor shall FRANCHISEE represent that FRANCHISEE has any right to do so. In all public records and in FRANCHISEE's relationship with other persons, on stationery, business forms and checks FRANCHISEE shall indicate independent ownership of the Business Unit and that it is operated under a Franchise granted by Company. FRANCHISEE shall exhibit at the Business Unit, in such places as may be designated by Company, a notification that the Business Unit is operated by an independent operator and not by Company. FRANCHISEE shall file, and keep on file at all times in the proper public office for the locality involved, a statement showing the actual name of FRANCHISEE as the proprietor of its business, if such is required or permitted by the law of the state and for the locality where the Location is located. FRANCHISEE upon request will furnish Company with reasonable proof of its compliance with the terms of this Paragraph.

C. <u>Unfair Competition, Trade Secrets and Confidential Information</u>

(1) FRANCHISEE acknowledges the uniqueness of the System and that Company is making its knowledge, know-how, and expertise available to FRANCHISEE for the purpose of operating the Business Unit. FRANCHISEE agrees that it would be an unfair method of competition and a misuse of confidential information for FRANCHISEE to use or duplicate or to allow others to use or duplicate any of the knowledge, know-how, and expertise received from Company for any use other than for the operation of franchised Cellairis Business Units utilizing the System under the Marks. FRANCHISEE, therefore, represents and warrants that during the Term of this Agreement, FRANCHISEE will utilize FRANCHISEE's best and continuing efforts to promote and develop the business at the Business Unit and during the Term hereof and at all times thereafter will not directly or indirectly engage in the operation of any business, other than the Business Unit and other Cellairis Business Units franchised from Company, which utilizes or duplicates the System, any trade secrets or confidential information of Company, or the Marks.

(2) FRANCHISEE acknowledges and agrees that in connection with the operation of Cellairis Business Units and the System, Company has developed at a great expense competitively sensitive proprietary and confidential information which are not commonly known by or available to the public. This proprietary and confidential information does not include any information that (a) is commonly known by or available to the public other than as a result of the fault or breach of FRANCHISEE or by any agent, representative and/or employee of FRANCHISEE, or any third party having a duty of confidentiality to Company or its affiliates; (b) has been

voluntarily disclosed to the public by Company; (c) can be shown by overwhelming documentary evidence to have been independently developed by FRANCHISEE without reference to or using the confidential information or trade secrets of Company or its affiliates; or (d) can be shown by overwhelming documentary evidence to have otherwise entered the public domain through lawful means. All information which comprises the System including the information and data in the Manual and any other materials provided to FRANCHISEE by Company or any of its affiliates will be presumed to be confidential information of Company. Confidential information of Company and its affiliates shall include but in no way be limited to all financial, business, technical and other information, including all copies thereof (including, without limitation, all agreements, files, books, methods, logs, charts, records, studies, reports, surveys, schedules, plans, statistical information, computer code, programs, software source documents, know-how, inventions, sales techniques, merchandising techniques, sales information, training techniques, product information and development, documentation, specifications, layouts, blue-prints, designs, financial information, marketing information, marketing initiatives, advertising campaigns, mall data, developer information, business plans, customer names and information, supplier names and information, policies, procedures, and franchise information). Failure to include a confidentiality notice on any materials disclosed to FRANCHISEE or any Bound Party shall not give rise to an inference that the information disclosed is not confidential.

(3) FRANCHISEE and each Bound Party (defined below) agree that while this Agreement remains in effect such party will not, directly or indirectly, disclose or publish to any party, or copy or use for such party's own benefit, or for the benefit of any other party, any of Company's proprietary or confidential information, except as required to carry out FRANCHISEE's obligations under this Agreement or as Company has otherwise expressly approved in writing. All proprietary and confidential information of Company or its affiliates is the sole and exclusive property of Company or its affiliates as applicable. FRANCHISEE and each Bound Party agree that the restriction contained in the preceding sentence will remain in effect with respect to the confidential information for 5 years following termination or expiration of this Agreement for any reason; provided, however, if the confidential information rises to the level of a trade secret, then such restriction shall remain in effect until such time as the information does not constitute a trade secret. FRANCHISEE also agrees that it and all of its employees and agents will take appropriate steps to protect Company's or Company's affiliates' confidential information from any unauthorized disclosure, copying or use. At any time upon Company's request, and in any event upon termination or expiration of this Agreement, FRANCHISEE will immediately return any copies of documents where there are materials containing confidential information and will take

appropriate steps to permanently delete and render unusable any confidential information stored electronically.

D. Restrictive Covenants

(1) Non-Competition during Term. In addition to and not in limitation of any other restrictions on FRANCHISEE contained herein, FRANCHISEE and FRANCHISEE's spouse, and, if FRANCHISEE is not an individual, its parents, subsidiaries, shareholders, members, partners and managers, and to the extent that any owner of FRANCHISEE is an entity, each person who ultimately has an ownership interest in any and all such entity or entities, as applicable, and each of the above-listed persons' spouses (each, a "**Bound Party**"), shall not, during the term of this Agreement, directly or indirectly, for and on behalf of itself, himself, herself or any other person or entity, (a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business (as defined below), within the United States or (b) perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business, within the United States.

(2) Post-Term Non-Competition. In addition to and not in limitation of any other restrictions on FRANCHISEE contained herein, FRANCHISEE and the Bound Parties shall not, for 2 years following the effective date of termination or expiration of this Agreement for any reason, or following the date of a transfer by FRANCHISEE or any Bound Party, directly or indirectly, for and on behalf of itself, himself, herself or any other person or entity, (a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business or (b) perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business which, in either case, is located or operating (i) at the Location, or (ii) within a 10 mile radius of the Location, or (iii) within the state in which the Business Unit is Located, or (iv) within a 10 mile radius of any Cellairis Business Unit in operation and existence as of the termination date, or (v) within the United States of America. During the 2-year period following the effective date of termination or expiration of this Agreement, a complete listing of such Cellairis branded retail facilities operating under the Marks and the System will at all times be made available to FRANCHISEE by Company within 30 days after FRANCHISEE's written request to Company. The 2-year period of this Post-Term Non-Competition covenant shall be extended for any Bound Party engaged in violating this covenant until 2 years after the violation has ceased.

(3) General. For purposes of this Agreement, the term "**Competitive Business**" means any business operating, or granting franchises or licenses to others to operate, a business that specializes in offering (i) wireless device accessories and/or related products for wireless devices, and/or (ii) wireless device repair services (other than another Cellairis Business Unit operated by FRANCHISEE under franchise agreement from Company). Neither FRANCHISEE nor the other Bound Parties will be prohibited from owning securities in a Competitive Business if they are listed on a recognized stock exchange or traded on the over-the-counter market and represent 5% or less of the number of shares of that class of securities which are issued and outstanding. The parties acknowledge that the covenants contained in Paragraph 8.D. are based on the reason and understanding that FRANCHISEE and the Bound Parties will possess knowledge of Company's business and operating methods and confidential information, disclosure and use of which would prejudice the interest of Company and its franchisees. FRANCHISEE acknowledges that it is being provided specialized training and operations' methods by Company that FRANCHISEE would not have otherwise known. FRANCHISEE acknowledges Company's need for the covenants contained in Paragraph 8.D. and that such covenants are fair and reasonable. FRANCHISEE further understands and acknowledges the difficulty of ascertaining monetary damages and the irreparable harm that would result from breach of these covenants. If any part of this restriction is found to be unreasonable in time or distance, such time or distance may be reduced by appropriate order of the court or arbitrator to that deemed reasonable. Company shall, as a matter of course, be entitled to apply for and shall receive interim, interlocutory or permanent injunctive relief to enforce such covenants in addition to any other relief to which it may be entitled at law or in equity. Company shall receive such injunctive relief without the necessity of posting bond or other security, such bond or other security being hereby waived. FRANCHISEE acknowledges that the restrictions imposed in this Paragraph are reasonable and their enforcement will not cause an undue burden upon FRANCHISEE's ability to earn a livelihood.

(4) Post-Term Non-Solicitation of Customers. In addition to and not in lieu of any other restrictions on FRANCHISEE contained herein, FRANCHISEE and the Bound Parties shall not, for 2 years following the effective date of termination or expiration of this Agreement for any reason, or following the date of a transfer by FRANCHISEE or any Bound Party, directly or indirectly, for and on behalf of itself, himself, herself or any other person or entity,

solicit, or attempt to solicit, directly or indirectly, any of the end-retail customers with whom FRANCHISEE or the Bound Party had "**Material Contact**" during the last 2 years of the Term of the Franchise Agreement, for the purpose of providing products or services competitive with those which were provided by FRANCHISEE from the Business Unit. "Material Contact" exists between FRANCHISEE and the Bound Parties and each end-retail customer if FRANCHISEE dealt with the customer in an effort to further the actual or potential business relationship between customer and FRANCHISEE or Company. Material Contact shall be deemed to exist between FRANCHISEE and any customer that purchased a Product or Service from the Business Unit and shall include but not be limited to all customers that FRANCHISEE has obtained contact information from such as their address, phone number, e-mail address, and/or Social Media connection.

(5) FRANCHISEE understands and acknowledges that Company shall have the right, in its discretion, to reduce the scope of any covenant set forth in Paragraph 8.D. in this Agreement, or any portion thereof, without FRANCHISEE's consent, effective immediately upon receipt by FRANCHISEE of written notice thereof; and FRANCHISEE agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Paragraphs 13.H. and 13.N. hereof.

E. Modifications To The System

FRANCHISEE understands and agrees that due to changes in competitive circumstances, presently unforeseen changes in the needs of customers, and/or presently unforeseen technological innovations, the System may need to undergo changes in order that it best serve the interests of FRANCHISEE, Company and the System. Accordingly, FRANCHISEE expressly understands and agrees that Company may from time to time change the components of the System, deleting from or modifying those Products, Parts and Services that the Business Unit is authorized to offer; and changing, improving or modifying the Marks. Subject to the other provisions of this Agreement, FRANCHISEE expressly agrees to abide by any such modifications, changes, additions, deletions and alterations and acknowledges that such modification, changes, additions, deletions and alterations may require further expenditures by FRANCHISEE. Further, FRANCHISEE agrees to execute any and all documents necessary to effectuate the changes. Changes in software programs or other changes in the System may require FRANCHISEE to upgrade its point of sale system and incur costs in obtaining other or additional computer hardware, equipment, and software.

9. ASSIGNMENT AND TRANSFER: CONDITIONS AND LIMITATIONS

A. Personal Grant

This Agreement and the Franchise grant are personal to FRANCHISEE, and FRANCHISEE shall not sell, assign or transfer this Agreement or any right or ownership interest in the Franchise granted or the Location or the Business Unit, nor permit any such assignment or transfer to occur directly, indirectly or contingently by agreement or by operation of law without the prior written consent of an officer of Company. Any purported assignment or transfer undertaken without the prior written consent of an officer of the Company shall be null and void.

B. No Pledge

FRANCHISEE shall not pledge, mortgage, hypothecate, give or create as security for an obligation, or in any manner encumber this Agreement or the Franchise granted herein except with the express prior written consent of Company.

C. Death/Incapacity

In the event of the death or incapacity of FRANCHISEE or, if this Agreement has been assigned to an entity, the death of the majority owner of such entity, Company shall consent to a transfer of decedent's interest to the then heirs, surviving spouse, or partner or shareholder owning at least twenty-five percent (25%) of such entity (collectively and individually an **"Heir"**), subject to the following conditions:

(1) The Heir must complete and be approved through Company's standard franchisee selection process including satisfactorily demonstrating to Company that the Heir meets the financial, character, ownership and managerial criteria and such other criteria and conditions as Company shall then be applying in considering applications for new franchises;

(2) The Heir shall have successfully completed Company's Initial Training;

(3) The Heir shall agree, in writing, to assume liability for and to perform all the terms and conditions of this Agreement to the same extent as the original franchisee;

(4) If the Heir is not approved or there is no Heir, the estate of the deceased shall use its best efforts to sell the Business Unit to an acceptable party within 9 months from the date of FRANCHISEE's death or incapacity, and Company shall have an option, but not the obligation, to operate and/or manage the Business Unit for the

account of FRANCHISEE's estate until the deceased or incapacitated FRANCHISEE's interest is transferred to another party acceptable to Company. Should Company elect to operate and/or manage the Business Unit, Company shall make a complete accounting and shall forward the net income from the operation to FRANCHISEE's estate, less expenses and a reasonable management fee. If the conveyance of the Business Unit to a party acceptable to Company has not taken place within the 9-month period, Company shall have the option to terminate this Agreement.

D. <u>Transfer/Assignment</u>

If FRANCHISEE and its owners are in substantial compliance with the terms of this Agreement, Company shall not unreasonably withhold its approval of an assignment of this Agreement provided that the proposed assignee, in the opinion of Company, has sufficient business experience, aptitude, character and financial resources to own and operate the Business Unit and otherwise meets Company's then applicable standards for new franchisees, and further provided that the following conditions are met prior to or concurrent with the effective date of the transfer:

(1) The assignment is conducted in compliance with applicable laws and regulations. Company reserves the right as a condition to its approval to obtain a copy of the purchase agreement and any other agreements between FRANCHISEE and transferee. Company's approval of the transfer after receipt and/or review of such documents in no way, directly or indirectly, constitutes an assurance, approval, representation, or warranty of any kind, express or implied, as to the suitability, accuracy, or completeness of the submitted documents for the transfer or for any other purpose;

(2) FRANCHISEE has performed its obligations and duties under this Agreement and FRANCHISEE is not in default under this Agreement, or any other agreement with Company or its affiliates;

(3) FRANCHISEE and transferee have satisfied all of their obligations, including all financial obligations, to Company, Company's affiliates and suppliers under this Agreement and all other agreements they have with Company whether relating to this Franchise or any other franchise or license with Company or its affiliates;

(4) FRANCHISEE, including all officers, directors and shareholders (as well as all guarantors under this Agreement) must execute a general release, in the form which is utilized by Company, of any

and all claims against Company, Company's affiliates, and their respective officers, directors, employees and agents;

(5) The transferee pays a transfer fee to Company of $15,000 for a Full Store, $10,000 for an Interactive Kiosk, or $5,000 for an RMU in lieu of the initial Franchise Fee. FRANCHISEE shall promptly notify Company in writing of its request for transfer. Upon FRANCHISEE' s written request for transfer, 50% of the transfer fee shall be payable to Company, and this sum is non-refundable under any circumstance including in the event that Company does not approve the transfer. The remaining fifty percent (50%) is due at the time Company executes the transfer approval document;

(6) The transferee agrees to assume all liabilities and obligations from the prior operation of the Business Unit, including the Occupancy Agreement, and comply with other reasonable requirements Company may impose, and the transferee has demonstrated to the satisfaction of Company that transferee has the financial ability to meet all financial obligations;

(7) The transferee and/or transferee's management team, including a designated manager, successfully complete the Initial Training program;

(8) The transferee updates and remodels the Business Unit to comply with the then current standards of Company including purchasing all required furniture, fixtures and equipment to conform to the then-current System standards;

(9) If Company approves an assignment, Company may, in its discretion, require FRANCHISEE and the guarantors to remain liable for the full and faithful performance of all obligations of the transferee for the remainder of the Term; and

(10) Company's Right of First Refusal: Company has a right of first refusal regarding any proposed transfer subject to this Agreement. Within 10 days of having received an offer, FRANCHISEE shall provide Company with a true and complete copy of the offer received by FRANCHISEE (and any ancillary agreements, documents or other relevant information). Company shall elect whether to exercise its first right of refusal within 10 days of having received a copy of the offer. If there are material changes in the terms of the sale, Company will have additional rights of first refusal and an additional 10 days to consider the revised offer. If Company does not exercise its right of first refusal within the time periods set out herein, provided FRANCHISEE has otherwise

satisfied the requirements set out in this Paragraph 9.D., FRANCHISEE shall be permitted to assign this Agreement. Company's rights under this provision are fully transferable.

E. By Company

Company shall have the right to sell, assign, transfer or otherwise dispose of or deal with any or all of its rights and obligations under this Agreement to any individual, firm, association, bank, lending institution, corporation or other third party (including any affiliates) as it may in its discretion deem appropriate. In the event of any such sale, assignment, transfer or other disposition, Company and its affiliates shall be released from any liability under this Agreement for the obligations transferred, except to the extent that such obligations relate to periods prior to such sale, assignment, transfer or other disposition. This Agreement may be unilaterally assigned by Company and shall inure to the benefit of its successors and assigns. FRANCHISEE agrees and affirms that Company or its affiliate may sell itself, its assets, the Marks and/or the System to a third-party; may go public, may engage in private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. Notwithstanding anything to the contrary, FRANCHISEE further agrees and affirms that Company and its affiliate has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or noncompetitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Cellairis Business Units operating under the Marks or any other marks following Company's purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which FRANCHISEE acknowledges may be proximate to any of FRANCHISEE's Cellairis Business Units. With regard to any of the above sales, assignments and dispositions, FRANCHISEE expressly and specifically waives any claims, demands or damages arising from or related to the loss of Company's name, the Marks (or any variation thereof) and the System and/or the loss of association with or identification of Company under this Agreement. If Company assigns its rights in this Agreement, nothing in this Agreement shall be deemed to require Company or its affiliates to remain in the Cellairis business or to offer or sell any products or services to FRANCHISEE.

F. Sales Assistance By Company

Upon the written request of FRANCHISEE, Company will, in its discretion utilize its reasonable commercial efforts to assist FRANCHISEE in locating a purchaser for the Business Unit and in the sale of the Business Unit and the transfer of Franchise Agreement to a third party purchaser in exchange for payment by FRANCHISEE to Company of 20% of the gross total sales price.

10. DEFAULT AND EFFECT OF TERMINATION

A. Default

If an act of default hereunder is committed by FRANCHISEE, and FRANCHISEE fails to cure the default after any required notice and within the cure period applicable, Company may, at its option and without prejudice to any other rights or remedies provided for hereunder or by law, terminate this Agreement by written notice. The applicable cure period shall be as described below but if a cure period is not specifically mentioned in a Subparagraph; it shall be 15 days. In some cases, as identified below, no cure period is allowed and no prior notice may be required. If any applicable law or rule requires a longer notice period or a longer cure period than that provided herein, then the period required under the law or rule shall be substituted for the requirements herein. The following are acts of default and shall be good cause for termination:

(1) FRANCHISEE fails to operate the Business Unit in accordance with the operating standards and specifications established from time to time by Company. FRANCHISEE shall have 5 days after notification to cure the default;

(2) FRANCHISEE sells any Product, Service or product (including unapproved products) in violation of this Agreement (other than failure to comply with the requirements of Paragraph 5.C., in which case Sub-paragraph (28) below shall govern). FRANCHISEE shall have 5 days after notification to cure the default;

(3) FRANCHISEE purchases and displays for sale any trademarked items that are not authorized or licensed by the trademark owner and those items were not purchased from an approved Company supplier, then FRANCHISEE will have no opportunity to cure such default and Company may terminate this Agreement and require FRANCHISEE to remove all inventory from FRANCHISEE's location at the Units within 24 hours of the default;

(4) FRANCHISEE fails to sell Products or provide Services designated by Company. FRANCHISEE shall have 5 days after notification to cure the default;

(5) FRANCHISEE uses equipment not approved by Company. FRANCHISEE shall have 5 days after notification to cure the default;

(6) FRANCHISEE fails to maintain the Business Unit in good condition and repair, or fails to make all improvements, alterations

or remodelings as may be determined by Company to be reasonably necessary as and when required;

(7) FRANCHISEE fails to pay when due any monies owed to Company including but not limited to any Royalty to Company. FRANCHISEE shall have 5 days after notification to cure the delinquency;

(8) FRANCHISEE fails to pay when due any amount owed to an affiliate of the Company including but not limited to amounts owed for Products or other materials, equipment or services. FRANCHISEE shall have 5 days after notification to cure the delinquency;

(9) FRANCHISEE (i) fails to submit any financial or other information required by this Agreement or (ii) knowingly submits a financial statement that understates Gross Sales. If this act of default occurs, Company shall have the right to immediately terminate this Agreement without notice and FRANCHISEE shall have no opportunity to cure;

(10) FRANCHISEE abandons the franchise relationship without the prior consent of Company at any time during the Term of this Agreement. The cessation of operation of the Business Unit at the Location other than with the consent of Company, whether the Location remains vacant or is converted to another use, shall be considered abandonment of the franchise relationship, provided, however, that the Business Unit shall not be deemed abandoned if the cessation is due to circumstances beyond FRANCHISEE's reasonable control (such as lack of electrical power, weather conditions, earthquakes, strikes and the like) and FRANCHISEE diligently undertakes to resume operations after the reason for such cessation has been abated. If this act of default occurs, Company shall have the right to immediately terminate this Agreement without notice and FRANCHISEE shall have no opportunity to cure;

(11) FRANCHISEE (if FRANCHISEE consists of more than one person, the majority owner, and if the franchise has been assigned to a corporation, the corporation) files a petition or application seeking any type of relief under the Bankruptcy Code or any state insolvency or similar law, or someone files a petition or application seeking to have FRANCHISEE adjudicated a bankrupt, or seeking other relief against FRANCHISEE under the Bankruptcy Code or any state insolvency or similar law and the petition or application is not dismissed within 90 days after it is filed. Subject to the

applicable law, the franchise shall terminate immediately without notice or cure period upon the occurrence of this act of default as if that date were the expiration date and FRANCHISEE expressly and knowingly waives any rights that FRANCHISEE may have under the provisions of the Bankruptcy Code and consents to the termination of this Agreement or any other relief which may be sought in a complaint filed by company to lift the provisions of the automatic stay of the Bankruptcy Code. Additionally, FRANCHISEE agrees not to seek an injunctive order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings that would have the effect of staying or enjoining this provision;

(12) FRANCHISEE admits in writing FRANCHISEE's inability to pay FRANCHISEE's debts as they mature or makes an assignment for the benefit of creditors, or a receiver (permanent or temporary) for any part of FRANCHISEE's property is appointed by a court of competent authority. If this act of default shall occur, Company will have the right to immediately terminate this Agreement without notice and FRANCHISEE shall have no opportunity to cure;

(13) A final judgment against FRANCHISEE remains unsatisfied of record for 30 days (unless a supersedeas or other appeal bond has been filed) or if a levy of execution is made upon the Franchise granted by this Agreement or upon any property used in the Business Unit, and it is not discharged within 5 days of said levying;

(14) Conviction of FRANCHISEE or, if this Agreement has been assigned to a corporation or other entity, conviction of the corporation or other entity or an officer, director, manager or shareholder of the corporation or other entity in a court of competent jurisdiction of an indictable offense punishable by a term of imprisonment in excess of 1 year. If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity to cure;

(15) FRANCHISEE uses or duplicates the System or engages in unfair competition in violation of this Agreement or discloses any trade secrets or confidential information of Company in violation of this Agreement. If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity to cure;

(16) FRANCHISEE denies Company the right to inspect the Business Unit or to audit the sales and accounting records of the Business Unit. If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity to cure;

(17) Conduct by FRANCHISEE which is deleterious or reflects unfavorably on FRANCHISEE or the System by exhibiting a reckless disregard for the physical and mental well being of employees, customers, Company representatives or the public at large including, but not limited to, battery, assault, sexual harassment, discrimination or other forms of threatening, outrageous or unacceptable behavior, or a violation of any condition imposed on FRANCHISEE by the lessor or licensor regarding behavior or dress code. If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity to cure;

(18) Failure by FRANCHISEE to maintain a responsible credit rating by failing to make prompt payment of undisputed bills, invoices and statements from suppliers of goods and services to the Business Unit;

(19) The sale, assignment, merger, or transfer of any interest of FRANCHISEE in this Agreement in violation of this Agreement;

(20) Failure to restore the Business Unit after damage or destruction;

(21) The knowing and intentional submission by FRANCHISEE of a franchise application and/or other form which contains any false or misleading material statements or omits any material fact. If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity cure;

(22) Failure to timely open the Business Unit for business or failure to satisfactorily complete the Initial Training program. If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity to cure;

(23) Failure to timely pay any License Payment or other money due to the lessor, licensor, sublessor or sub-licensor (which may include Company or an affiliate of Company as sublessor or sub-licensor) under the applicable Occupancy Agreement, or default under any

other term of the Occupancy Agreement within any applicable cure period. FRANCHISEE shall have 5 days after notification to cure the default;

(24) Failure to maintain insurance in strict compliance with this Agreement, FRANCHISEE shall have 10 days after notice to cure this delinquency;

(25) Failure to provide a valid credit/charge card that FRANCHISEE has the authority to authorize Company and any affiliate of Company to process, FRANCHISEE shall have 5 days after notification to cure the default;

(26) Failure to provide a valid bank account that FRANCHISEE has the authority to authorize Company and any affiliate of Company to electronically debit funds, FRANCHISEE shall have 5 days after notification to cure the default;

(27) Failure to cure a default FRANCHISEE has under any other agreement with Company or an affiliate within the applicable cure period. If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity to cure;

(28) Failure to strictly comply with the requirements of Paragraphs 5.C. and 6.F. of this Agreement (including the sale from the Business Unit of products which were not purchased by FRANCHISEE in accordance with the requirements of Paragraph 5.C.). If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity to cure;

(29) Failure to strictly comply with the requirements of Paragraph 6.I. of this Agreement (including the requirement in the event that an inspection determines that there has been a violation of Paragraphs 5.C. or 6.F., Company may require FRANCHISEE to immediately close the Business Unit and/or discontinue all sales from the Business Unit and/or discontinue providing some or all of the products and services unless and until any and all such violative products, services, and representations are removed from the Business Unit and the Location). If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity to cure;

(30) FRANCHISEE (a) misuses or makes an unauthorized use of or misappropriates any Marks, (b) commits any act which can be reasonably expected to materially impair the goodwill associated with any Mark, (c) challenges Global Cellular, Inc.'s ownership of the Marks, (d) files a lawsuit involving the Marks without Company's consent, or (e) fails to cooperate with Company or Global Cellular, Inc. in the defense of any Mark. If this act of default shall occur, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE but with no opportunity to cure;

(31) Notwithstanding any other provision, if FRANCHISEE commits two breaches or defaults of this Agreement, regardless of whether the second breach or default occurs contemporaneously with the first or any time thereafter, regardless of whether the second breach or default relates to the same or different type of breach or default as the first or falls within the same default subsection as the first event of default, and regardless of whether any of the breaches or defaults are subject to an opportunity to cure or have been cured; upon the second breach or default by FRANCHISEE of this Agreement at any time during the Term, Company shall have the right to terminate this Agreement, such termination to be effective upon notice to FRANCHISEE with no opportunity to cure; or

(32) Failure by FRANCHISEE to comply with any other provisions of this Agreement.

The failure of Company to terminate this Agreement upon the occurrence of one or more events of default will not constitute a waiver or otherwise affect the right of Company to terminate this Agreement because of a continuing or subsequent failure to cure one or more of the aforesaid events of default or any other default. If FRANCHISEE cures a default or if Company, in its discretion, elects not to terminate this Agreement upon the occurrence of one or more events of default, then FRANCHISEE shall reimburse Company, upon demand, for the costs and expenses incurred by Company or its affiliates as a result of FRANCHISEE's failure to comply with this Agreement and Company's efforts to enforce the terms of this Agreement, including but not limited to, reasonable accountants', attorneys', investigators', and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with the filing of any judicial or arbitration proceeding to enforce this Agreement. FRANCHISEE shall be responsible for its own such costs and expenses.

B. FRANCHISEE's Right to Terminate

If FRANCHISEE is in substantial compliance with all terms of this Agreement and Company materially breaches this Agreement and fails to cure such breach within 60 days after written notice thereof is delivered to Company, FRANCHISEE may terminate this Agreement. Such termination shall be effective 30 days after delivery to Company of written notice that such breach has not been cured (i.e. 90 days after the first notice) and that FRANCHISEE elects to terminate this Agreement. A termination (or attempted termination) by FRANCHISEE other than in strict compliance with the foregoing shall be deemed a termination by FRANCHISEE without cause and a material breach of this Agreement.

C. Cross-Defaults

Any default or breach by FRANCHISEE, its affiliates and/or any guarantor of FRANCHISEE of any of the underlying agreements ancillary to this Agreement including but not limited to any Occupancy Agreement relating to the Location will be deemed a default under this Agreement.

Any default or breach by FRANCHISEE, its affiliates and/or any guarantor of FRANCHISEE of any other franchise agreement for a Cellairis Business Unit between Company and FRANCHISEE and/or its affiliates or any guarantor of FRANCHISEE will be deemed a default under this Agreement.

Any default or breach by FRANCHISEE, its affiliates and/or any guarantor of FRANCHISEE of any other agreement between Company or its affiliates and FRANCHISEE and/or such other parties will be deemed a default under this Agreement.

FRANCHISEE's "affiliates" means any persons or entities controlling, controlled by or under common control or ownership with FRANCHISEE.

D. Suspension of Rights and Services.

FRANCHISEE acknowledges that upon FRANCHISEE's failure to remedy any default specified in any written notice issued to FRANCHISEE under Paragraph 10.A., Company also has the right to (i) cease providing any operational support or services, until, FRANCHISEE complies to Company's satisfaction with the written notice, (ii) suspend access and use of any websites or intranets owned or operated by Company, (iii) ceasing providing Parts and Products to FRANCHISEE, and (iv) cease having affiliates of Company and authorized and approved third party suppliers provide products and support to FRANCHISEE. If Company exercises Company's right to suspend FRANCHISEE's rights, Company will only do so after FRANCHISEE's cure period under the written notice of default has expired. FRANCHISEE agrees that Company's exercise of these rights will not constitute an actual or constructive termination of this Agreement nor will it constitute

Company's sole and exclusive remedy. If Company exercises Company's right not to terminate this Agreement but to implement such suspension and/or removal, Company reserves the right at any time after the appropriate cure period under the written notice has lapsed, to, upon written notice to FRANCHISEE, terminate this Agreement without giving FRANCHISEE any additional corrective or cure period. During any period of suspension, all fees due under this Agreement shall continue to be payable by FRANCHISEE. Additionally, if FRANCHISEE is in default under this Agreement, Company has the right to withhold or condition Company's consent or approval if needed until FRANCHISEE cures all defaults. Company's election of the suspension rights as provided above shall not be a waiver by Company of any breach of this Agreement or any other term, covenant or condition of this Agreement.

11. EFFECT OF TERMINATION

Upon termination, expiration or transfer of this Agreement for any reason whatsoever, all of FRANCHISEE's rights hereunder shall terminate and FRANCHISEE shall comply with the provisions set forth below. Furthermore, if the termination is the result of FRANCHISEE's breach or default under this Agreement (including FRANCHISEE's abandonment of the franchise relationship without the prior written consent of Company), Company shall, in addition to its rights as set forth below, also be entitled to pursue any and all rights and recover all damages available at law or in equity. To that end, FRANCHISEE acknowledges and confirms that by granting FRANCHISEE the Franchise, Company lost the opportunity to grant a franchise to another person or entity or to itself to own and operate a Cellairis Business Unit at the Location. Additionally, FRANCHISEE confirms that Company and its affiliates, including but not limited to Global Cellular, Inc., will suffer substantial damages by virtue of the termination of this Agreement, including, without limitation, lost future Royalty payments, lost advertising fees, lost future profits, lost market penetration and goodwill, lost opportunity costs and the expense Company and its affiliates will incur in developing another franchise for the Location, which damages Company shall have the right to recover from FRANCHISEE.

A. <u>Discontinue Use of Marks</u>

FRANCHISEE shall immediately thereafter discontinue use of the System and all Marks, signs, colors, structures, printed goods and forms of advertising indicative of Company's business and return any Manual and any copyrighted materials which have been provided to FRANCHISEE by Company, and if Company requests, shall assign its telephone number(s) to Company and execute any and all documents necessary to do so. FRANCHISEE and each Guarantor (if any) hereunder agree, that in the event any such party continues to operate or subsequently begins to operate any business, they will not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion,

mistake, or deception, or which is likely to dilute Global Cellular, Inc.'s or Company's rights in and to the Marks and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Company or Global Cellular, Inc. constituting unfair competition.

FRANCHISEE shall immediately assign to Company or its designee all of FRANCHISEE's rights, title, and interest in the telephone numbers, telephone directory listings and advertisements, website URLs (whether acquired by FRANCHISEE in accordance with or in violation of this Agreement), e-mail addresses, online social media websites, pages or accounts, and governmental licenses or permits used for the operation of the Business Unit. Contemporaneous with FRANCHISEE's execution of this Agreement, FRANCHISEE will execute the Internet Web Sites and Telephone Listings Agreement attached hereto as **Exhibit "3"**.

B. Pay Amounts Due

FRANCHISEE shall immediately pay all amounts due to Company, its affiliates, and all other suppliers. Termination of this Agreement shall not terminate any monetary obligation that FRANCHISEE may owe Company, its affiliates, or any other person or entity as may be required by this Agreement, and shall not entitle FRANCHISEE to any refund of any monies previously paid pursuant to the terms of this Agreement.

C. Return Confidential Materials

FRANCHISEE shall immediately return to Company any and all materials that contain confidential information in whatever form, including but not limited to any operations manuals and materials.

D. Surviving Obligations

FRANCHISEE's obligations regarding trade secrets and confidential information and non-competition shall remain in full force and effect in accordance with their terms, notwithstanding such termination, transfer, or expiration.

E. Lease or License

If FRANCHISEE enters into an Occupancy Agreement for the site for the Business Unit, FRANCHISEE is required to execute the then current Conditional Lease Assignment Agreement (**Exhibit "2"**). Company may exercise the option to assume Franchisee's Occupancy Agreement within 30 days after either termination or expiration of this Agreement or within 30 days of notice by FRANCHISEE's landlord of its intent to terminate the Occupancy Agreement. If FRANCHISEE is a lessee, sublessee, licensee or sub-licensee of Company or its affiliate, Company or

its affiliate has the option to terminate FRANCHISEE's sublease or sub-license in accordance with the provisions of said sublease or sub-license. In any event, Company, in its discretion, without incurring any liability to FRANCHISEE, and without obtaining any legal process or any consent from FRANCHISEE, shall have the right and is hereby empowered to take possession of the Location demised by the Occupancy Agreement, expel FRANCHISEE therefrom, and in such event, FRANCHISEE shall have no further right, title, or interest in the Occupancy Agreement. In the event that Company does not elect to exercise its option to acquire the Occupancy Agreement for the Location, FRANCHISEE shall make such modifications or alterations to the Location immediately upon termination or expiration as may be necessary to distinguish the appearance of such Location from that of other Cellairis Business Units under the System and shall make such specific additional changes thereto as Company may reasonably request for that purpose. If FRANCHISEE fails to modify the exterior and interior décor of the Business Unit and the location as Company requires to eliminate its identification as a Cellairis Business Unit (including the removal of all signs bearing the Marks), Company may take such action to modify the exterior and interior décor of the Business Unit and the location and charge FRANCHISEE for cost of such action. FRANCHISEE shall immediately pay Company for the cost of any action taken by Company to modify the exterior and interior décor of the Business Unit and the location. Without limiting the foregoing, upon the expiration or termination of this Agreement, Company and its agents and representatives have the right, without incurring any liability to FRANCHISEE, to enter the location or any other premises where the books, records, accounts or other assets used in connection with the Business Unit are kept, to enforce the provisions of this Paragraph 11, without obtaining any legal process or any consent from FRANCHISEE. If Company or its affiliate assumes the Occupancy Agreement for the location, FRANCHISEE shall remain liable for all of its obligations in connection with the prior operation by FRANCHISEE of the Business Unit, and Company assumes no such obligations, contractual or otherwise, including without limitation FRANCHISEE's obligations to pay rent or license fees, salaries, vendors or applicable taxes.

12. COMPANY'S RIGHT TO PURCHASE PERSONAL PROPERTY

Within 45 days after the termination or expiration of this Agreement, but not upon an approved transfer, Company shall have an option, but not an obligation, to buy and FRANCHISEE hereby agrees to sell to Company or its affiliates all of FRANCHISEE's right, title and interest in any or all Products, Parts, fixtures (including the physical Interactive Kiosk structure (the "**Structure**")), equipment, inventory, supplies, furniture, improvements, POS system, and other personal property used in connection with the operation of the Business (**"Personal Property"**). The purchase price of the fixtures, equipment, supplies, Structure, furniture, improvements, POS system and other Personal Property shall be the amortized book value and the purchase price of the inventory shall be the lesser of cost or fair market value. The purchase price shall be paid in cash at the closing of the purchase which shall take place no later than 30 days after FRANCHISEE's receipt of notice from Company of its intent to exercise its option to purchase.

FRANCHISEE will transfer the Personal Property free and clear of all liens and encumbrances, with all sales and transfer taxes paid by FRANCHISEE. Company shall have the right to set off against and reduce the purchase price by any and all amounts FRANCHISEE owes to Company and its affiliates. At the closing, FRANCHISEE and its Principal Owners shall execute general releases, in a form satisfactory to Company, of any and all claims against Company and its owners, officers, employees, directors, agents, affiliates, successors and assigns. If Company fails to exercise its rights within the time periods set forth above, FRANCHISEE shall be free to otherwise sell or dispose of the property.

13. DISPUTE RESOLUTION; INTERPRETATION; GENERAL CONDITIONS

A. Interpretation

Paragraph captions are used only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraphs to which they refer. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where the context requires.

B. Non-Waiver

The failure of Company to exercise any right or option given to it under this Agreement, or to insist upon strict compliance by FRANCHISEE with the terms and conditions of this Agreement shall not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by Company of its right at any time thereafter to require exact and strict compliance with the terms and conditions of the Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies that may be granted by law.

C. Governing Law, Forum and Compliance

(1) Validity. This Agreement shall become valid when executed and accepted by Company.

(2) Governing Law. The Parties agree that the Agreement is deemed made and entered into in the State of Georgia. Except to the extent provided by the Federal Arbitration Act (9 U.S.C. § 1 *et seq*.) ("FAA") as required hereby, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 *et seq*.) or other applicable federal law, the terms of this Agreement are to be interpreted and construed in accordance with the laws of the State of Georgia without regard to its conflicts of laws provisions. All matters relating to arbitration will be governed by the FAA.

(3) Venue. For resolution of any dispute that is not subject to mandatory arbitration under **Paragraph 13.D**, FRANCHISEE and the Bound Parties

a. hereby submit and irrevocably consent to the exclusive jurisdiction and venue of the U.S. District Court for the Northern District of Georgia, Atlanta Division, or to the State or Superior Courts of the State of Georgia located in Fulton County, Georgia; and

b. agree not to raise and hereby irrevocably waive, to the fullest extent permitted by law, any objection based upon *forum non conveniens* or any other objection it may now have or hereafter have to venue in the U.S. District Court for the Northern District of Georgia, Atlanta Division, or to the State or Superior Courts of the State of Georgia located in Fulton County, Georgia.

(4) Jurisdiction. The Parties hereby explicitly and knowingly waive any objection based on the exercise of personal jurisdiction in the District Court for the Northern District of Georgia, Atlanta Division or to the State or Superior Courts of the State of Georgia located in Fulton County, Georgia and agree that the exercise of personal jurisdiction therein is proper.

(5) Waiver of Right to Trial by Jury. The Parties expressly and irrevocably waive, to the fullest extent permitted by law, the right to a trial by jury, if any.

(6) Right to Equitable Relief. Nothing in this Agreement affects Company's right to obtain injunctive relief against threatened conduct that will cause irreparable harm, under the usual equity rules including the applicable rules for obtaining specific performance, restraining orders and preliminary injunctions.

(7) Conduct of Business. Anything in this Agreement to the contrary notwithstanding, FRANCHISEE shall conduct its business in a lawful manner and faithfully comply with applicable laws or regulations of the United States and the state, city or other political subdivision in which the Business Unit is located.

D. **Arbitration**

(1) Claims subject to arbitration. Subject to **Paragraph 13.D.2**, the parties agree that all controversies, claims, or disputes between Company and FRANCHISEE arising out of or relating to:

a. This Agreement or any other agreement between Company and FRANCHISEE;
b. The relationship between FRANCHISEE and Company;
c. The scope and validity of this Agreement or any other agreement between Company and FRANCHISEE, specifically including whether any specific claim is subject to arbitration at all (arbitrability questions); and/or
d. The offer or sale of the franchise opportunity

will be subject to arbitration to be administered by the American Arbitration Association ("AAA"). Any claims by or against any affiliate of the Company may be joined, in the Company's sole discretion, in the arbitration. Any claim that would constitute a compulsory counterclaim as defined by the then current version of Federal Rule of Civil Procedure 13 and under federal precedent of the U.S. Supreme Court and the Court of Appeals for the Eleventh Circuit, must be brought in arbitration. If a potential compulsory counterclaim is not brought in arbitration, then it is forever barred. Company reserves the right, but has no obligation, to advance FRANCHISEE's shares of the costs of any arbitration to allow the arbitration hearings to move forward, but by doing so, Company may not be deemed to have waived or relinquished any right to seek recovery of those costs from FRANCHISEE.

(2) Exception of claims subject to arbitration.

a. Exception of Company actions. Company and FRANCHISEE recognize and agree that certain claims of Company may not be best suited to determination through arbitration and agree that the Company, in its sole discretion, may bring the following types of claims, cases, disputes and causes of action either in court or in arbitration:
    i. Claims seeking injunctive or other equitable relief to enforce provisions of this Agreement, provided however that non-equitable claims joined with any injunctive claims must be heard separately in arbitration, and that regardless of the forum, any injunctive relief may be given without the necessity of Company posting bond or other security, any bond or other security being hereby waived;
    ii. Claims seeking relief of any kind with respect to FRANCHISEE's violation of any health or safety law;
    iii. Claims seeking relief of any kind with respect to FRANCHISEE's use of the Marks;
    iv. Claims seeking relief related to of any of the provisions of **Paragraph 8.C. and 8.D.** above, including without limitation for breach of confidentiality and non-competition provisions; and/or
    v. Claims, including claims by Global Cellular, seeking recovery or any other remedy based on FRANCHISEE's

failure to pay any moneys due under this Agreement, any agreement with Global Cellular, or any unpaid invoices owed to Global Cellular when due.

b. Exception of FRANCHISEE actions. Company and FRANCHISEE recognize and agree that certain claims of FRANCHISEE may not be best suited to determination through arbitration and agree to specifically except the following types of claims, cases, disputes and causes of action from arbitration:

i. Claims seeking injunctive or other equitable relief to enforce provisions of this Agreement, provided however that non-equitable claims joined with any injunctive claims must be heard separately in arbitration and that all claims seeking any injunctive or equitable relief must be brought solely in aid of arbitration in a venue governed by **Paragraph 13.C**, no other venue being permissible; and/or

ii. Claims seeking relief on a class-wide or consolidated basis rather than on an individual basis, except that (i) any dispute properly subject to arbitration under this Agreement must be brought on an individual basis in arbitration and (ii) any dispute between FRANCHISEE and Global Cellular, Inc. shall be consolidated with the any dispute FRANCHISEE brings in relation to this Agreement. Any decision as to whether this clause is binding on the parties shall be determined by a court of law as provided in **Paragraph 13.C.**, and not in arbitration.

(3) Selection of the arbitrator. The arbitration shall be presided over by a single arbitrator if both the demand for arbitration, and any counterclaim asserted, each state claims respectively totaling under $250,000. If either the demand for arbitration or any counterclaim asserts claims respectively totaling over $250,000, then the arbitration shall be presided over by a panel of three arbitrators. In either event, the arbitrator(s) will be selected through the provisions of the AAA then in effect at the time of filing of the arbitration demand, requiring the AAA to provide potential arbitrators who have significant experience in franchising matters, with a preference being given to members of the American Bar Association Forum on Franchising.

(4) Rules governing arbitration. Subject to any contrary provisions contained in this Agreement, the parties agree that the Commercial Arbitration Rules for the AAA in effect as of the date of this Agreement will govern the conduct and administration of the arbitration, except as to filing fees that may be changes. The parties may, however, choose to

employ the AAA's Commercial Arbitration Rules in effect as of the time of filing the demand if both parties agree and convey that agreement to the AAA.

(5) Location of Arbitration Hearing. All arbitration hearings at which evidence will be taken will be held in person at a location within the boundaries of the City of Atlanta, provided that the location has adequate facilities to handle the hearing and accommodate the parties, witnesses, and evidence. The arbitrator(s) shall have no authority to select a hearing locale other than as described in this Paragraph 13.D.(5).

(6) Evidence and Hearing.

a. Company and FRANCHISEE agree to pre-hearing discovery in accordance with the Federal Rules of Civil Procedure.
b. Company and FRANCHISEE agree that the Federal Rules of Evidence will govern the admissibility and weight of evidence, including rules regarding the inadmissibility of hearsay.
c. The parties confirm that the arbitrator may not consider any settlement discussions or offers that might have been made by either party and may not act as a mediator for the parties if the parties proceed to mediation at any point.
d. The parties to the arbitration agree to keep all matters, including evidence and testimony, confidential unless obligated by law to disclose the information or the information is necessary in an application to confirm or vacate the award in court, following any appeal. If any party to the arbitration receives a subpoena to obtain information or documents from the arbitration, the recipient shall notify the other party, providing a copy of the subpoena in sufficient time to allow all parties to oppose the subpoena.

(7) Decision of the Arbitrator(s). Unless otherwise specifically agreed to by all parties to the arbitration in writing, the award of the arbitrator(s):

a. will be rendered within 30 days of the close of the arbitration hearing record;
b. will be a reasoned award;
c. may not include punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute;
d. may not include consequential damages;
e. will include an award to the prevailing party as determined by the arbitrator(s), all of the prevailing party's costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator(s)' fees, AAA administrative and filing fees, travel expenses, out-of-pocket expenses such as

copying and telephone, court costs, fees for depositions, including all costs of stenography and videography and copies of testimony however recorded, witness fees, and attorneys' fees;

f. may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); and will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of the arbitrator's award, as provided by the Appellate Rules, by filing a Notice of Appeal with any AAA office; and/or

g. following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof, subject to **Paragraph 13.C**.

(8) Agreement to Arbitrate Negotiated and Freely Given. Company and FRANCHISEE both hereby represent, warrant, and affirm that this arbitration clause has been freely negotiated between the parties, that obligations set forth herein have been fully considered by Company and FRANCHISEE and their respective representatives, and are not unduly burdensome to either Company or FRANCHISEE and are within the scope of mutually acceptable obligations established by the parties under this Agreement and thus, are, in Company's and FRANCHISEE's judgment, as evidenced by the parties' respective execution of this Agreement, fair and reasonable.

E. Severability

Company and FRANCHISEE agree that if any provision of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against Company or FRANCHISEE. It is the desire and intent of Company and FRANCHISEE that the provisions of this Agreement be enforced to the fullest extent. In the event any court shall determine that any provision in this Agreement is not enforceable as written, Company and FRANCHISEE agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws of the jurisdiction in which enforcement is sought. The provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained in the Agreement, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

F. Notices

(1) All notices to Company shall be in writing and shall be delivered or sent by express, registered or certified mail, or by an overnight delivery service (*e.g.*, Federal Express, UPS), postage fully prepaid, addressed to it at its offices at 6485 Shiloh Road, Bldg. B # 100, Alpharetta, GA 30005 attention Jason S. Adler, Esq., with a mandatory copy to Chris Bussert, Kilpatrick Townsend & Stockton, 1100 Peachtree Street NE, Suite 2800, Atlanta, GA 30309, or at such other address as Company shall from time to time designate in writing.

(2) All notices to FRANCHISEE shall be in writing and shall be sent by any of the following means of delivery: (i) hand delivered, (ii) sent by express, registered or certified mail, (iii) sent by an overnight delivery service (*e.g.*, Federal Express, UPS), (iv) facsimile transmission, or (v) E-mail. Notices to FRANCHISEE may be sent to any address appearing on any agreements between Company and FRANCHISEE, the Business Unit, or in Company's records for FRANCHISEE. FRANCHISEE may change its address for receipt of notices by providing written notice of such change pursuant to the notice requirements to Company. Any notice to FRANCHISEE or any of its Principal Owners shall be deemed effective notice to FRANCHISEE and all of its Principal Owners.

(3) Notices shall be deemed delivered as follows: (i) via hand delivery on the date delivered by hand, (ii) via express, registered or certified mail on the earlier of 3 business days after placement in the United States Mail or the date shown on the return receipt, (iii) via overnight delivery service on the date shown in the delivery service's records as the date of delivery or on the date of first attempted delivery, if actual delivery cannot for any reason be made, (iv) via facsimile transmission on the date the transmission occurs, or (v) via E-mail on the date the E-mail is sent.

G. Liability of Multiple Franchisees

If FRANCHISEE consists of more than one person, each person's liability and obligation under this Agreement shall be joint and several.

H. Modification

This Agreement may only be modified or amended by a separate negotiated written document executed by Company and FRANCHISEE that is titled "Amendment to Franchise Agreement". No handwritten or similar attempts by FRANCHISEE to vary the terms of this Agreement are valid and any such attempts are rejected, but

such attempted changes shall not operate as a rejection by FRANCHISEE of this Agreement, and FRANCHISEE's execution of this Agreement shall be deemed acceptance of this Agreement in the form provided to FRANCHISEE by Company for signature.

I. Binding Effect

This Agreement shall be binding upon the parties, their heirs, executors, personal representatives, successors, and their permitted assigns.

J. Survival

Any provisions of this Agreement which impose an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and be binding on the parties.

K. Attorneys' Fees

In any arbitration or litigation to enforce the terms of this Agreement, all costs and all attorneys' fees (including those incurred on appeal) incurred as a result of the legal action shall be paid to the prevailing party by the other party. Attorneys' fees include a charge for the service of in-house counsel at the market rate for independent counsel of similar experience.

L. Time is of the Essence

Time is of the essence of this Agreement.

M. Damages And Timing Of Claims

THE PARTIES AGREE THAT NEITHER PARTY SHALL HAVE THE RIGHT TO RECEIVE OR COLLECT PUNITIVE OR EXEMPLARY DAMAGES FROM THE OTHER PARTY. WITH REGARD TO ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN FRANCHISEE AND COMPANY (INCLUDING EACH OF COMPANY'S AFFILIATES), OR THE OPERATION OF THE FRANCHISE AND THE BUSINESS UNIT BROUGHT BY ANY PARTY TO THIS AGREEMENT AGAINST ANOTHER PARTY TO THIS AGREEMENT, SHALL BE COMMENCED AT THE EARLIER OF (1) WITHIN ONE YEAR FROM THE DISCOVERY OF THE FACTS GIVING RISE TO ANY SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE BARRED; PROVIDED, HOWEVER, THAT THIS TIME LIMITATION SHALL NOT APPLY TO ANY UNPERFORMED FINANCIAL OBLIGATION OF FRANCHISEE TO COMPANY AND EACH OF COMPANY'S AFFILIATES; OR (2) WITHIN THE APPLICABLE STATUTE OF LIMITATIONS FOR SUCH CLAIM

OR ACTION. THE PARTIES UNDERSTAND THAT SUCH TIME LIMIT MAY BE SHORTER THAN OTHERWISE ALLOWED BY LAW. IN ADDITION TO THE FOREGOING, ANY CLAIM OR ACTION BY FRANCHISEE AGAINST COMPANY OR ITS AFFILIATES RELATING TO ANY PAYMENT(S) MADE BY FRANCHISEE TO COMPANY OR ITS AFFILIATES SHALL BE COMMENCED AT THE EARLIER OF (1) WITHIN ONE YEAR FROM THE DATE PAYMENT WAS RECEIVED BY COMPANY OR ITS AFFILIATES OR SUCH CLAIM OR ACTION SHALL BE BARRED; OR (2) WITHIN THE APPLICABLE STATUTE OF LIMITATIONS FOR SUCH CLAIM OR ACTION. THE PARTIES UNDERSTAND THAT SUCH TIME LIMIT MAY BE SHORTER THAN OTHERWISE ALLOWED BY LAW. FRANCHISEE AND THE BOUND PARTIES AGREE THAT THEIR SOLE RECOURSE FOR CLAIMS ARISING BETWEEN THE PARTIES SHALL BE AGAINST COMPANY AND ITS SUCCESSORS AND ASSIGNS. FRANCHISEE AND THE BOUND PARTIES AGREE THAT THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS OF COMPANY AND ITS AFFILIATES SHALL NOT BE PERSONALLY LIABLE NOR NAMED AS A PARTY IN ANY ACTION BETWEEN COMPANY AND FRANCHISEE AND ANY BOUND PARTY.

N. Entire Agreement

This Agreement and any addendum, schedule or exhibit attached hereto constitutes the entire agreement of the parties and supersedes all prior negotiations, commitments, representations, and undertakings of the parties with respect to the subject matter of this Agreement. No representations, inducements, promises, agreements, arrangements or undertakings, oral or written, have been made or relied upon by the parties other than those set forth herein. Nothing in this Agreement or in any related agreement is intended to disclaim the representations Company made in its most recent Franchise Disclosure Document that Company delivered to FRANCHISEE or FRANCHISEE's representative.

O. Counterparts

This Agreement may be signed in multiple counterpart copies, each of which will be deemed an original. This Agreement may be signed with full legal force and effect using electronic signatures and records.

P. Rights of Company are Cumulative

The rights of Company hereunder are cumulative and no exercise or enforcement by Company of any right or remedy hereunder shall preclude the exercise or enforcement by Company of any other right or remedy hereunder or which Company is otherwise entitled by law to enforce.

Q. No liability

FRANCHISEE agrees that no past, present or future director, officer, employee, incorporator, member, partner, shareholder, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Company's will have any liability for (i) any of Company's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Company based on, in respect of, or by reason of, the relationship between FRANCHISEE and Company, or (iii) any claim against Company based on any alleged unlawful act or omission.

14. WARRANTIES AND REPRESENTATIONS OF FRANCHISEE

FRANCHISEE makes the following representations with the understanding that Company is relying on them as a material inducement to enter into this Agreement:

A. FRANCHISEE has been advised to make an independent investigation of Company's operations. Company has not and does not represent that FRANCHISEE can expect to attain a specific level of sales, profits, or earnings. FRANCHISEE has been advised to obtain independent professional advice regarding this Agreement. FRANCHISEE understands that it may sustain losses as a result of the operation or the closing of the Business Unit. FRANCHISEE understands that the business venture contemplated by this Agreement involves a high degree of financial risk and depends to a large degree on FRANCHISEE's skills, abilities, initiative, and hard work. FRANCHISEE understands that FRANCHISEE may be required to purchase all of the Products and Services to be sold from the Business Unit from Company or from Company's affiliates, as well as obtain the services of designated vendors and suppliers which may also be Company or its affiliates, and that these parties will establish the purchase price for such Products, Services and other services in their discretion and that these parties expect to make a profit from such sales and services rendered. FRANCHISEE also understands that FRANCHISEE is free to obtain an appropriate approvable Location for the Business Unit from any available source but that if FRANCHISEE elects to sublicense or sublease the Location for the Business Unit from Company or from Company's affiliates then these parties will establish the occupancy rate for such Location in their discretion and that these parties expect to make a profit from such sublicense or sublease.

B. NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH HEREIN, IS BINDING ON COMPANY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

C. The execution and delivery by FRANCHISEE of this Agreement and the consummation of the transactions contemplated hereby will not result in a violation of or conflict with or result in any breach of, or default under the terms, conditions, or provisions of, any judgment, law or regulation, or any agreement (including, but not limited to any non-competition agreements) or instrument to which the FRANCHISEE or any of the Guarantors are bound.

D. FRANCHISEE represents that FRANCHISEE and FRANCHISEE's spouse, and, if FRANCHISEE is not an individual, its shareholders, members, partners and managers, as applicable, and their spouses (each, a "**Bound Party**"), does **not** directly or indirectly, for and on behalf of itself, himself, herself or any other person or entity (a) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business (as defined above), regardless of location or (b) perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business, regardless of location.

E. FRANCHISEE represents that FRANCHISEE has read the underlying Occupancy Agreement for the Location and is aware of the termination provisions contained therein.

15. **ANTI-TERRORISM LAWS**

Anti-Terrorism Laws. FRANCHISEE and its owners agree to comply with and/or to assist Company to the fullest extent possible in Company's efforts to comply with Anti-Terrorism Laws. In connection with such compliance, FRANCHISEE and its owners certify, represent, and warrant that none of their property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that FRANCHISEE and its owners are not otherwise in violation of any of the Anti-Terrorism Laws.

A. "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States ("Executive Order 13224"), the Terrorism Sanctions Regulation (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control, and any other government agency with jurisdiction over the parties to this Agreement and/or their actions) addressing or in any way relating to terrorist acts and/or acts of war.

B. FRANCHISEE and its owners certify that none of them, their respective employees, agents, bankers, affiliates or anyone associated with them is listed in the Annex to Executive Order 13224. FRANCHISEE agrees not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex. (A copy of the Annex can be accessed on the internet at the following address: http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html.)

C. FRANCHISEE certifies that it has no knowledge or information that, if generally known, would result in (a) FRANCHISEE, (b) FRANCHISEE's owners, employees, agents, bankers or affiliates or (c) anyone associated with FRANCHISEE to be listed in the Annex to Executive Order 13224.

D. FRANCHISEE is solely responsible for ascertaining what actions it must take to comply with the Anti-Terrorism Laws, and FRANCHISEE specifically acknowledges and agrees that FRANCHISEE's indemnification responsibilities set forth in Paragraph 6.M. above of this Agreement pertain to FRANCHISEE's obligations under this Paragraph 15.D.

E. Any misrepresentation under this Paragraph or any violation of the Anti-Terrorism Laws by FRANCHISEE or FRANCHISEE's owners, agents, bankers, employees and affiliates shall constitute grounds for immediate termination of this Agreement and any other agreement FRANCHISEE has entered with Company or an affiliate of Company.

COMPANY: CELLAIRIS FRANCHISE, INC.

By: _____

Title: _____

FRANCHISEE: _____

By: _____

APPENDIX 1

TO FRANCHISE AGREEMENT

Credit/Charge Card Authorization Form

This authorizes Cellairis Franchise, Inc. and any of its affiliates to use the Credit/Charge Card listed below in accordance with the terms of the Franchise Agreement and any other agreement with Cellairis Franchise, Inc. or any of its affiliates.

Type of Card (circle one): Visa MasterCard American Express

Name as it appears on Card: _____

Card Number: _____Expiration Date:_____

Security Code No.: _____

Billing Address for Card if different than above: _____

_____

_____

I hereby authorize Cellairis Franchise, Inc., and its affiliates to process charges against the credit/charge card identified above in order to pay all fees, charges and any other amounts owed pursuant to the terms of the Franchise Agreement entered into with Cellairis Franchise, Inc. and any other agreement with Cellairis Franchise, Inc. or its affiliates (including Royalty fees, Rent or License Payments, POS fees, the cost of any Products or Services purchased from Cellairis Franchise, Inc. or its affiliates, and any other amounts owing to Cellairis Franchise, Inc. or its affiliates under the Franchise Agreement or any other agreement with Cellairis Franchise, Inc. or its affiliates, including interest and late fees); and, if necessary, to initiate adjustments for any transactions charged in error. These charges are related to the operation of a franchised business and the amount of each charge will vary from month to month.

Authorized Card User's Signature_____

APPENDIX 2

TO FRANCHISE AGREEMENT

Electronic Funds Transfer Authorization Form

This authorizes Cellairis Franchise, Inc. and any of its affiliates to use the banking information provided below in accordance with the terms of the Franchise Agreement.

Name of bank: _____

Address of bank: _____

Name of account holder: _____

Name as it appears on account: _____

Address of account holder: _____

Account Number: _____

Routing Number: _____

Type of Account: Checking OR Savings

I hereby authorize Cellairis Franchise, Inc., and its affiliates to debit the checking/savings account identified above in order to pay all fees, charges and any other amounts owed pursuant to the terms of the Franchise Agreement entered into with Cellairis Franchise, Inc. and any other agreement with Cellairis Franchise, Inc. or its affiliates (including Royalty fees, Rent or License Payments, POS fees, the cost of any Products or Services purchased from Cellairis Franchise, Inc. or its affiliates, and any other amounts owing to Cellairis Franchise, Inc. or its affiliates under the Franchise Agreement or any other agreement with Cellairis Franchise, Inc. or its affiliates, including interest and late fees); and, if necessary, to initiate adjustments for any transactions debited in error. These debits are related to the operation of a franchised business and the amount of each debit will vary from month to month.

Authorized Owner's Signature: _____

CELLAIRIS OFFICE USE ONLY

Account Code: _____

Mall Name / Location: _____

Date: _____ User: _____

EXHIBIT "1" to Franchise Agreement
PERSONAL GUARANTY AND SUBORDINATION AGREEMENT

IN CONSIDERATION of and as an inducement to the execution of the Franchise Agreement (**"Franchise Agreement"**) this Personal Guaranty and Subordination Agreement is made and entered into effective as of the ____ day of _____, 20__by and between CELLAIRIS FRANCHISE, INC., a Georgia corporation with its principal place of business at 6485 Shiloh Road, Bldg. B # 100, Alpharetta, GA 30005 (**"Company"**), and _____, with a principal address at _____(**"Franchisee"**), each of the undersigned (**"Guarantors"**) is a Bound Party as defined in the Franchise Agreement and each of the Guarantors by this Personal Guaranty and Subordination Agreement (**"Guaranty Agreement"**) hereby personally and unconditionally guarantee to Company, its affiliates and their successors and assigns for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement and in this Guaranty Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement and each of the Guarantors, hereby agrees to be personally bound by and personally liable for the breach of each and every provision in the Franchise Agreement. The Guarantors also agree to be personally and unconditionally bound by each and every undertaking, agreement and covenant set forth in the Franchise Agreement. The Guarantors hereby personally and unconditionally guarantee all debts and obligations which Franchisee may incur to Company or to affiliates of Company or to such companies that may in the future be affiliated with Company with respect to the provision of any products or services to Franchisee, as a result of any obligations under the Franchise Agreement or as a result of purchases of Products or services by Franchisee from Company or its affiliates.

To the extent permitted by law, each Guarantor hereby expressly waives: (i) all rights to payments and claims for reimbursement or subrogation that any of the Guarantors may have against Franchisee arising as a result of the Guarantors' execution of and performance under this Guaranty Agreement, for the express purpose that none of the Guarantors shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Company, (ii) any right to require Company to: (a) proceed against Franchisee for any payment required under the Franchise Agreement, (b) proceed against or exhaust any security from Franchisee, (c) take any action to assist any of the Guarantors in seeking reimbursement or subrogation in connection with this Guaranty Agreement, or (d) pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee, (iii) any benefit of, any right to participate in, any security now or hereafter held by Company, and (iv) acceptance and notice of acceptance by Company of the Guarantors' undertakings under this Guaranty Agreement; all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; protest; notices of dishonor; and notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and any other notices (including any notice of the purchase or sale of Products, inventory and goods by Franchisee, the maturing of bills and the failure to pay the same) and legal or equitable defenses to which

any of the Guarantors may be entitled. The personal guaranty established by this Guaranty Agreement will not be affected by the modification, extension or renewal of any agreement between Franchisee and Company or its affiliates, the taking of a note or other obligation from Franchisee or others, the taking of security for payment, the granting of an extension of time for payment, the filing by or against Franchisee of bankruptcy, insolvency, reorganization of other debt or relief afforded Franchisee under the Federal Bankruptcy Act or under any other State or Federal statute or by the decision of any court or any other matter, whether similar or dissimilar to any of the foregoing, and the guaranty established by this Guaranty Agreement will cover the terms and obligations of any modifications, notes, security agreements, extensions or renewals. Without affecting the obligations of the undersigned under this Guaranty Agreement, Company may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Franchise Agreement, any other agreement between Franchisee and Company or its affiliates, or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any Guarantors, make advances for the purpose of performing any obligations of Franchisee under the Franchise Agreement, assign the Franchise Agreement or the right to receive any sum payable thereunder, and the Guarantors each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Franchise Agreement. Company shall have no present or future duty or obligation to the Guarantors under this Guaranty Agreement, and each of the Guarantors waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other Guarantor, or any collateral securing any obligations of Franchisee to Company. The obligations of the Guarantors will be unconditional in spite of any defect herein and the validity of Franchisee's obligations or liability to Company or any other circumstances whether or not referred to in this Guaranty Agreement that might otherwise constitute a legal or equitable discharge of surety or Guarantor.

This is an irrevocable, unconditional and absolute guarantee of payment and performance by Franchisee and the Guarantors agree that the Guarantor's liability under this Guaranty Agreement will be immediate and will not be contingent upon the exercise and enforcement by Company of whatever remedies it may have against Franchisee or others or the enforcement of any lien or realization upon an security Company may at any time possess. Each Guarantor agrees that any current or future indebtedness by Franchisee to any Guarantor(s) will also be subordinate to any indebtedness owed by Franchisee to Company. The Guarantors will promptly modify any financing statements on file with the state agencies to specify that Company's rights are senior to those of Guarantor.

The Guarantors further agree that as long as Franchisee owes any money to Company (other than royalty payments that are not past due), Franchisee will not pay and the Guarantors will not accept payment of any part of any indebtedness owed by Franchisee to any of the Guarantors, either directly or indirectly, without the consent of Company. In connection with any litigation or arbitration to determine the Guarantors' liability under this Guaranty Agreement, the Guarantors expressly waive the Guarantors' right to trial by jury, if any, and agree to pay the costs and the reasonable attorneys' fees as

fixed by any court. If Company is required to enforce this Guarantee Agreement in a judicial or arbitration proceeding, and prevails in such proceeding, Company shall be entitled to reimbursement of its costs and expenses (including those incurred on appeal), including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Company is required to engage legal counsel in connection with any failure by the Guarantors to comply with this Guarantee Agreement, the Guarantors shall reimburse Company for any of the above-listed costs and expenses Company incurs. Attorneys' fees include a charge for the service of in-house counsel at the market rate for independent counsel of similar experience.

If this Guaranty Agreement is signed by more than one individual, each individual signing this Guaranty Agreement will be jointly and severally liable for the obligations created in it. This Guaranty Agreement will remain in full force and effect until all obligations arising out of and under the Franchise Agreement, including all renewals and extensions, are fully paid and satisfied as well as all obligations with respect to debts owed by Franchisee to affiliates of Company with respect to Products or services sold or otherwise provided by such affiliates to Franchisee. Capitalized terms which are not defined herein shall have the same meaning as defined in the Franchise Agreement.

Without limiting the foregoing in any manner, the Guarantors each have carefully read the Franchise Agreement and each of the Guarantors hereby jointly and severally expressly agrees to be individually bound by all of the covenants contained in Paragraphs 6.C., 6.I., 8.D., 13.C., 13.D. and 13.M. of the Franchise Agreement, and acknowledge and agree that this Guarantee does not grant the Guarantors any right to use the "Cellairis"® marks or system licensed to Franchisee under the Franchise Agreement.

Subject to the arbitration obligations and other obligations of Paragraph 13.D. of the Franchise Agreement and the provisions below, each of the Guarantors agrees that all actions arising under this Guarantee Agreement or the Franchise Agreement, or otherwise as a result of the relationship between Company and the Guarantors, must be commenced in the state or federal court of general jurisdiction in Georgia, and each of the Guarantors irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the Guarantors agrees that Company may enforce this Guarantee Agreement and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

As provided in Paragraph 13.C. of the Franchise Agreement, the parties agree that this Guaranty Agreement shall be deemed made and entered into in the State of Georgia and shall be governed and construed under and in accordance with the laws of the State of Georgia without regard to its conflicts of law.

IN WITNESS WHEREOF, each of the Guarantors has hereunto affixed their signatures and seals effective as of the date first above indicated.

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

CELLAIRIS FRANCHISE, INC.

By: _____

Title: _____

EXHIBIT "2" to Franchise Agreement
CONDITIONAL LEASE ASSIGNMENT AGREEMENT

This CONDITIONAL LEASE ASSIGNMENT AGREEMENT (**"Agreement"**) is made and entered into effective as of the ____ day of _____, 20__, by and between CELLAIRIS FRANCHISE, INC., a Georgia corporation with its principal place of business at 6485 Shiloh Road, Bldg. B # 100, Alpharetta, GA 30005 (**"Franchisor"**), and _____, with a principal address at _____(**"Lessee"**) and _____ with a principal address at _____, (**"Lessor"**).

RECITALS:

WHEREAS, under the terms of the Lease Agreement, attached hereto as **Exhibit "A"**, Lessor has agreed to lease to Lessee certain premises (the **"Premises"**) located at the following street address:

_____
_____

WHEREAS, Franchisor has accepted the Premises as a suitable location for Lessee's operation, subject to the provisions of its franchise agreement (the **"Franchise Agreement"**) and further subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained other good and valuable consideration, including the acceptance by Franchisor of the Premises as a location for a "Cellairis" retail operation, the parties hereby agree as follows:

1. **Use of the Premises**. Lessee shall use the Premises only for the operation of a "Cellairis" retail operation pursuant to the Franchise Agreement and for no other purposes whatsoever.

2. **Signage**. Lessor hereby consents to Lessee's use and display on the Premises of such exterior and interior signs, posters, promotional materials, and equipment, furnishings, and décor as are currently required by Franchisor pursuant to the Franchise Agreement. In the event that such requirements are changed in the future, Lessor agrees that it will not unreasonably withhold its consent to Lessee's compliance with such changes. In the event that local ordinances or zoning requirements prohibit the use of the Franchisor's standard signage, Franchisor will not unreasonably withhold its consent to the modification of its standard signage to comply with such requirements.

3. **Assignment**. Lessor hereby acknowledges that Lessee has agreed under the Franchise Agreement that, in the event of termination or expiration of the Franchise Agreement or Lessee's default under the Lease, Lessee shall, at Franchisor's option,

assign to Franchisor any and all interest of Lessee in the Lease, including any rights to renew the Lease or to sublease the Premises; and Lessor hereby consents to such assignment, subject to the following conditions:

(A) Franchisor shall notify Lessor in writing within 30 days after termination or expiration of the Franchise Agreement or Franchisor's receipt of any notice of default by Lessee under the Lease if Franchisor elects to accept assignment of the Lease; Franchisor's failure to accept assignment of the Lease upon any default of Lessee under the Lease shall not be deemed a waiver of Franchisor's future right to accept such assignment in the event of any future default by Lessee;

(B) If Franchisor elects to accept assignment of the Lease, Franchisor shall execute and deliver to Lessor a lease containing the same terms and conditions (including rental rates) as the Lease; provided, however, that Franchisor's leasehold interest shall not be subject to any default claims that may exist between Lessor and Lessee;

(C) If Franchisor elects to accept assignment of the Lease, Franchisor shall take possession of the Premises within 30 days after notice of such election to Lessor, and Franchisor shall commence payment of rent upon taking possession of the Premises;

(D) Nothing herein shall affect Lessor's right to recover from Lessee any and all amounts due under the Lease or to exercise any rights of Lessor against Lessee as provided under the Lease, but will have no rights to terminate the Lease or to disturb the quiet possession of the Premises by Franchisor or any future assignee of Franchisor.

4. **Consent to Assignment**. This Agreement will remain in effect during the entire term of the Lease and any and all renewals or extensions of the Lease. Lessor agrees that the Lease may not be amended, assigned, extended or renewed or surrendered, nor may the Premises or any part of it be sublet, nor may the Lease, or any interest therein, be assigned or encumbered by Lessee without obtaining the prior written consent of Franchisor.

5. **Exercise of Option by Franchisor**. Franchisor may exercise the option described in Section 3 of this Agreement to accept an assignment of the Lease or enter into a new lease containing the same terms and conditions of the Lease, by giving written notice to Lessee and Lessor of its election to do so. In such event, Lessee must vacate the Premises immediately upon the receipt of such notice.

6. **Assignment to Third Party**. At any time after giving notice of its election to accept assignment of the lease or after or entering into a new lease containing the same terms and conditions of the Lease, Franchisor may request to assign its lease, or sublease the Premises, to a third party. Lessor agrees not to unreasonably

withhold its consent to any such assignment or sublease on the same terms as the Lease provided however, that if Lessor refuses to consent to such assignment or sublease by Franchisor, Franchisor shall have no further obligations thereunder. Notwithstanding anything set forth in the Lease to the contrary, the Lessee and/or Franchisor shall have the right to assign the Lease or any interest therein, or sublet the Premises or any portion thereof without the consent of Lessor, to:

(A) a parent or affiliate of Lessee;
(B) Franchisor or any successor or affiliate thereof; or
(C) wholly owned by Lessee, Lessee's parent or a subsidiary of Lessee;
(D) a corporation with which Lessee merges;
(E) a result of a reorganization, or the surviving corporation of a business restructuring; or
(F) any bona fide franchisee of the Franchisor.

7. **Notices**. Lessor agrees to furnish Franchisor with copies of any and all letters and notices to Lessee pertaining to any default by Lessee under the Lease at the same time and in the same manner as any such notice is sent to Lessee. Lessee agrees to furnish Franchisor with prompt written notice of any and all amendments, waivers, extensions, renewals or other modifications of the Lease. All notices hereunder shall be mailed or delivered to the addresses set forth above, unless changed from time to time by any party through written notice mailed or delivered to the other parties. Within 15 days after Lessee's right to cure any default expires, Franchisor or any affiliate thereof shall have the right but not the obligation, to cure any such default.

8. **Entry of Franchisor**. Lessor and Lessee hereby acknowledge that Lessee has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the Premises operated by Lessee at any time for the purpose of conducting inspections, protecting Franchisor's proprietary marks, and correcting deficiencies of Lessee. Lessor and Lessee hereby agree not to interfere with or prevent such entry by Franchisor, its employees or agents.

9. **De-Identification**. Lessor and Lessee hereby acknowledge that in the event the Franchise Agreement expires or is terminated, Lessee is obligated under the Franchise Agreement to take certain steps to de-identify the location as a "Cellairis." Lessor agrees to cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement against Lessee, including allowing Franchisor, its employees and agents to enter and remove signs, decor and materials bearing or displaying any marks, designs or logos of Franchisor; provided, however, that Lessor shall not be required to bear any expenses thereof. Lessee agrees that if Lessee fails to de-identify the Premises promptly upon termination or expiration as required under the Franchise Agreement, Franchisor may cause all required de-identification to be completed at Lessee's expense.

10. General Provisions.

(A) Lessor agrees not to construct or change any improvements or landscaping in any manner which would impair the visibility of or access to the Premises, or the amount of parking available for use by Lessee.

(B) This Agreement shall be binding upon the parties hereto and their successors, assigns, heirs, executors, and administrators. The rights and obligations herein contained shall continue notwithstanding changes in the persons or entities that may hold any leasehold or ownership in the land of building. Any party hereto may record this Agreement or a memorandum hereof.

(C) Any party hereto may seek equitable relief, including, without limitation, injunctive relief or specific performance, for actual threatened violation or nonperformance of this Agreement by any other party. Such remedies shall be in addition to all other rights provided for under this or other agreements between any of the parties. The prevailing party in any action shall be entitled to recover its legal fees together with court costs and expenses of litigation.

(D) Nothing contained in this Agreement shall affect any term or condition in the Franchise Agreement between Lessee and Franchisor. Nothing herein shall be deemed to constitute a guaranty or endorsement by Franchisor of the terms and conditions of the Lease between Lessor and Lessee. In the event that Franchisor, in its discretion, determines not to accept assignment of the Lease as permitted hereunder, neither Lessor nor Lessee shall have any claims against Franchisor. No terms or conditions contained in the Lease shall be binding on Franchisor unless and until it elects to accept assignment of the Lease hereunder.

(E) If Lessee has an obligation to continuously operate its business at the Premises, Lessee may cease operating for up to 90 days, from time to time, to perform repairs, enhancements or renovations, as required by the Franchise Agreement.

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Agreement.

LESSOR:
(Name)

By: _____

Title:_____

LESSEE:
(Name)

By:_____

Title:_____

FRANCHISOR:

CELLAIRIS FRANCHISE, INC.

By:_____
Title:_____

EXHIBIT "3" to Franchise Agreement
INTERNET WEB SITES AND TELEPHONE LISTINGS AGREEMENT

THIS INTERNET WEB SITES AND TELEPHONE LISTINGS AGREEMENT (the "Listing Agreement") is made and entered into as of the _____ day of _____, 201___ (the "Effective Date"), by and between Cellairis Franchise, Inc. a Georgia corporation with its principal place of business at 6485 Shiloh Road, Bldg. B # 100, Alpharetta, GA 30005 (**"Franchisor"**), and _____, with a principal address at _____(**"Franchisee"**).

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Cellairis Franchise, Inc. Franchise Agreement (the "**Franchise Agreement**"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

All terms used but not otherwise defined in this Internet Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. TRANSFER; APPOINTMENT

2.1.Interest in Internet Web Sites and Telephone Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of the Franchise Agreement, certain right, title, and interest in and to certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings, and certain domain names, hypertext markup language, online social media websites, pages or accounts (including but not limited to blogging sites, Facebook®, Twitter®, LinkedIn®, Pinterest®, Instagram®, Google Places®, Google+®, Google Adwords®, Vimeo®, Tumblr®, MySpace® or YouTube®), uniform resource locator addresses, and access to corresponding Internet web sites, and the right to hyperlink to certain web sites and listings on various Internet search engines (collectively, the "**Web Sites and Listings**") related to the Business Unit or the Marks (all of which right, title, and interest is referred to herein as "**Franchisee's Interest**"). Franchisee shall provide Franchisor with all usernames, passwords and any additional information necessary to access the Web Sites and Listings.

2.2.Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately direct all telephone companies, telephone directory publishers, telephone directory listing agencies, Internet Service Providers, domain name registries, online social media websites, Internet search engines, and other listing agencies (collectively, the "**Internet and Telephone Companies**") with which Franchisee has Web Sites and Listings: (i) to transfer all of Franchisee's Interest in such Web Sites and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Web Sites and Listings, Franchisee will immediately direct the Internet and Telephone Companies to terminate such Internet Web Sites and Listings or will take such other actions with respect to the Internet Web Sites and Listings as Franchisor directs.

2.3. Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

(i) Direct the Internet and Telephone Companies to transfer all Franchisee's Interest in and to the Internet Web Sites and Telephone Listings to Franchisor;

(ii) Direct the Internet and Telephone Companies to terminate any or all of the Internet Web Sites and Telephone Listings; and

(iii) Execute the Internet and Telephone Companies' standard assignment forms or other documents in order to effect such transfer or termination of Franchisee's Interest.

2.4. Certification of Termination. Franchisee hereby directs the Internet and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5. Cessation of Obligations. After the Internet and Telephone Companies have duly transferred all Franchisee's Interest in such Internet Web Sites and Telephone Listings to Franchisor, as between Franchisee and Franchisor, Franchise will have no

further interest in, or obligations under, such Internet Web Sites and Telephone Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet and Telephone Companies for the sums Franchisee is obligated to pay such Internet and Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Listing Agreement.

3. MISCELLANEOUS

3.1. Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet and Telephone Companies and each and all of their parent corporations, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Listing Agreement.

3.2. Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agree that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Listing Agreement.

3.3. No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Internet Web Sites and Telephone Listings.

3.4. Further Assurances. Franchisee agrees that at any time after the date of this Listing Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Listing Agreement.

3.5. Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Listing Agreement.

3.6. Effect on Other Agreements. Except as otherwise provided in this Listing Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

3.7. Survival. This Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8. Joint and Several Obligations. All Franchisee's obligations under this Listing Agreement shall be joint and several.

IN WITNESS WHEREOF, the undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:

CELLAIRIS FRANCHISE, INC.

By:_____
Name:_____
Title:_____

FRANCHISEE:

If an Individual:

Signature:_____
Printed Name:_____

If other than an Individual:

[INSERT ENTITY NAME]

By:_____
Name:_____
Title:_____

EXHIBIT "4" to Franchise Agreement

Franchisee Information

1. Franchisee's legal organization (circle one): (a) sole proprietorship; (b) partnership; (c) corporation; (d) limited liability company; or (e) other.

2. If Franchisee is not a sole proprietor, list of all its partners, members or shareholders or others holding any ownership interest in Franchisee, and to the extent that any owner is an entity, each person who ultimately has an ownership interest in any and all such entity or entities:

Name and address	% interest	Active in Operation of Business? (yes/no)
(a) _____	_____	_____
(b) _____	_____	_____
(c) _____	_____	_____
(d) _____	_____	_____

3. If Franchisee is not a sole proprietor, list of Franchisee's officers, directors, managers and/or general partners:

Name	Title
(a) _____	_____
(b) _____	_____
(c) _____	_____
(d) _____	_____

4. If any of the individuals listed in response to questions 2 or 3 have an ownership interest in any other franchised Cellairis® Business Unit:

Name	Business Unit Location	% interest
(a)		
(b)		
(c)		
(d)		

The undersigned certifies that all information contained in this Exhibit 4 is accurate and complete, and agrees to notify Franchisor promptly (and in any case within 15 days) upon any change in the information required to be disclosed in this Exhibit 4.

FRANCHISEE:

If an Individual:

Signature:_____
Printed Name:_____

If other than an Individual:

[INSERT ENTITY NAME]

By:_____
Name:_____
Title:_____

EXHIBIT “5” to Franchise Agreement

State-Specific Addenda

(See Attached)

ILLINOIS AMENDMENT TO THE FRANCHISE AGREEMENT

The following Amendment modifies and supersedes the Cellairis Franchise Agreement (the "Agreement") with respect to Cellairis franchises offered or sold to either a resident of the State of Illinois or a non-resident who will be operating a Cellairis franchise in the State of Illinois pursuant to the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 through 705/44 (the "Act"), as follows:

1. Any provision in the Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void, provided that the Agreement may provide for arbitration in a forum outside of the State of Illinois.

2. Pursuant to Section 27 of the Act, no action shall be maintained under Section 26 of the Act to enforce any liability created by the Act unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of one year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire. No cause of action barred under existing law on the effective date of the Act shall be revived by the Act. Every cause of action under the Act survives the death of any person who might have been a plaintiff or defendant.

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

IN WITNESS WHEREOF, Company and Franchisee have signed and sealed this Amendment, as of the _____ day of _____, 20_.

COMPANY: CELLAIRIS FRANCHISE, INC.

By: _____
Title: _____

FRANCHISEE: _____

By: _____

MARYLAND APPENDIX TO THE FRANCHISE AGREEMENT

For citizens of Maryland and Franchises to be located within Maryland, and in recognition of the requirements of the Maryland Franchise Regulation and Disclosure Law, Md. Code Ann. Bus. Reg. §§ 14-201 to 14-233, the following is an amendment to the Franchise Agreement to include the following:

1. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 *et seq*.)

2. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. The limitations on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

4. Any acknowledgements or representations of the FRANCHISEE which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Paragraph 14.B. is amended by adding: "This representation does not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

IN WITNESS WHEREOF, Company and Franchisee have signed and sealed this Amendment, as of the _____ day of _____, 20_.

COMPANY: CELLAIRIS FRANCHISE, INC.

By: _____
Title: _____

FRANCHISEE: _____

By: _____

MINNESOTA AMENDMENT TO THE FRANCHISE AGREEMENT

For citizens of Minnesota and Franchises to be located within Minnesota, the following is an amendment to the Franchise Agreement:

1. Minnesota law provides franchisees with certain rights regarding termination and nonrenewal of their franchises. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Ann. Sec. 80.C.14, Subd. 3, 4, and 5, which require, except in certain specified cases, (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of a franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

2. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Minn. Rule Part 2860.4400D may prohibit a franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, sections 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes.

4. Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J may prohibit the franchisor from requiring a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration bar.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may <u>seek</u> injunctive relief. See Minn. Rules 2860.4400J.

   Also, a court will determine if a bond is required.

6. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

IN WITNESS WHEREOF, Company and Franchisee have signed and sealed this Amendment, as of the _____ day of _____, 20__.

COMPANY: CELLAIRIS FRANCHISE, INC.

By: _____

Title: _____

FRANCHISEE: _____

By: _____

NORTH DAKOTA AMENDMENT TO FRANCHISE AGREEMENT

For citizens of North Dakota and Franchises to be located within North Dakota the North Dakota Securities Commissioner requires that certain provisions contained within the Franchise Agreement be amended to become more consistent with North Dakota Law, as detailed in Section 51-19-01 *et seq*. Therefore, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions shall be amended as follows:

1. If FRANCHISEE is required to signing a general release, as stated within Paragraph 4.B.(5), such release shall exclude claims arising under North Dakota Franchise Investment Law;

2. If the Franchise Agreement requires a payment of liquidated damages and termination penalties, such as those in Paragraphs 11 and 13, these requirements may be unenforceable under the North Dakota Franchise Investment Law;

3. Covenants not to compete as stated within Paragraph 8.D. are enforceable only under certain conditions according to North Dakota Law. If the Franchise Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable;

4. If the Franchise Agreement requires litigation to occur in jurisdictions other than the State of North Dakota, as stated within Paragraphs 13.C. and D., then such requirement is void with respect to claims under the North Dakota Franchise Investment Law;

5. If the Franchise Agreement requires that it be governed by a law other than the State of North Dakota, as stated within Paragraph 13.C., to the extent that such law conflicts with the North Dakota Franchise Investment Law, the North Dakota Franchise Investment Law will control; and

Each of the above provisions shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each individual provision, are met independent of this Amendment to the Franchise Agreement. This Amendment to the Franchise Agreement shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, Company and Franchisee have signed and sealed this Amendment, as of the _____ day of _____, 20__.

COMPANY: CELLAIRIS FRANCHISE, INC.

By: _____

Title: _____

FRANCHISEE: _____

By: _____

WASHINGTON STATE FRANCHISE AGREEMENT ADDENDUM

The State of Washington has a statute, RCW 19.100,180, which may supersede the Franchise Agreement in your relationship with us in the areas including termination and renewal of your Franchise. There may be court decisions which may supersede the Franchise Agreement in your relationship with us in the areas including termination and renewal of your Franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

The undersigned does hereby acknowledge receipt of this addendum

Dated this _____ day of _____ 20_____.

COMPANY: CELLAIRIS FRANCHISE, INC.

By: _____

Title: _____

FRANCHISEE: _____

By: _____

EXHIBIT "6" to Franchise Agreement
COMMENCEMENT DATE

Commencement Date: _____

Exhibit "7" to Franchise Agreement
ADA CERTIFICATION

Cellairis Franchise, Inc. ("**Franchisor**") and _____ ("**Franchisee**") are parties to a franchise agreement dated _____, 20_____ (the "**Franchise Agreement**") for the operation of a Cellairis business unit at _____

_____ (the "**Business Unit**"). In accordance with Paragraph 6.O.(4) of the Franchise Agreement, Franchisee certifies to Franchisor that, to the best of Franchisee's knowledge, the Business Unit and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act, and all regulations imposed by state, local, and municipal authorities. Franchisee acknowledges that it is an independent contractor and the requirement of this certification by Franchisor does not constitute ownership, control, leasing or operation of the Business Unit. Franchisee acknowledges that Franchisor has relied on the information contained in this certification. Furthermore, Franchisee agrees to indemnify Franchisor and the affiliates, officers, directors, and employees of Franchisor in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party(ies) as a result of any matters associated with Franchisee's compliance with the Americans with Disabilities Act and all regulations imposed by state, local, and municipal authorities, as well as the costs, including attorneys' fees, related to the same.

_____
Franchisee:

By:_____

Name:_____

Title:_____

EXHIBIT “E”

SUB-LICENSE AGREEMENT

SUB-LICENSE AGREEMENT

THIS SUB-LICENSE AGREEMENT (hereinafter referred to as the "**Sub-License Agreement**"), is made effective as of the _____ day of _____, 20___, between **GLOBAL CELLULAR, INC.**, a Georgia corporation, with its principal place of business located at 6485 Shiloh Road, Building B, Unit # 100, Alpharetta, Georgia 30005 (hereinafter referred to as the "**Company**") and _____ (hereinafter referred to as the "**Sub-licensee**"),

WHEREAS, Sub-licensee is a Franchisee under that certain Cellairis® Franchise Agreement dated _____, 20___ (hereinafter referred to as the **"Franchise Agreement"**) with Cellairis Franchise, Inc. (hereinafter referred to as **"Cellairis"**) relating to the Premises described below,

WHEREAS, Company has heretofore entered into a Lease, License or other occupancy agreement (herein referred to as the **"Underlying Agreement"**) with _____ as lessor/landlord/licensor (hereinafter referred to as the **"Landlord"**) and in which Company is the licensee, lessee, and/or tenant (depending on the terms of the Underlying Agreement) relating to the operations of carts, interactive kiosks or similar Business Units (as defined in the Franchise Agreement) at the following location _____ (hereinafter referred to as the **"Premises"**),

WHEREAS, Sub-licensee wishes to sub-license the Premises from Company pursuant to the terms of this Sub-license Agreement pursuant to which Sub-licensee will operate the franchised Business Unit from the Premises in strict compliance with the obligations of this Sub-License Agreement, the Franchise Agreement, and the Underlying Agreement.

NOW THEREFORE, Company, in consideration of the agreements to be performed by Sub-licensee hereinafter set forth, hereby agrees with Sub-licensee as follows:

1. **Issuance of Sub-license.** Company hereby sub-licenses the Premises to the Sub-licensee and Sub-licensee sub-licenses from Company the Premises for the term commencing on _____ , 20__ ("**Commencement Date**"), and ending on _____, 20___(unless extended or terminated as provided in this Sub-license Agreement) (**"Term"**) upon the following terms and conditions:

   A minimum annual Fee of $_____ per annum, payable in equal monthly installments, commencing upon the Commencement Date and continuing thereafter through and including the last day of the first License Year of the Term (such monthly installment being hereinafter called "**Fee**");

A minimum annual Fee of $_____ per annum, payable in equal monthly installments, each and every month during the second License Year of the Term (such monthly installment being hereinafter called "**Fee**");

A minimum annual Fee of $_____ per annum, payable in equal monthly installments, each and every month during the third License Year of the Term (such monthly installment being hereinafter called "**Fee**");

A minimum annual Fee of $_____ per annum, payable in equal monthly installments, each and every month during the fourth License Year of the Term (such monthly installment being hereinafter called "**Fee**");

A minimum annual Fee of $_____ per annum, payable in equal monthly installments, each and every month commencing upon the fifth License Year of the Term and continuing thereafter through and including the last month of the Term (such monthly installment being hereinafter called "**Fee**")

The Fees for each License Year shall collectively be referred to as **"Fees"**. Such Fees shall be paid by Sub-licensee as follows: Fees shall be payable in advance so that it is received by Company on or before the 25th day of the previous month during the term of this Sub-License Agreement. (As an example of this provision, the Fee that is due for September would be due and must be paid to Company and received by the Company no later than August 25th). If the Commencement Date begins on a day other than the first day of a month, Sub-licensee shall pay on the Commencement Date a prorated partial Fee for the period prior to the first day of the next calendar month, and thereafter Fee payments shall be made by Sub-licensee and received by Company not later than the 25th day of the previous month as set forth above. **"License Year"** as used herein, means a period of twelve consecutive calendar months during the Term, the first License Year commencing on the Commencement Date, or, in the event such Commencement Date is other than the first day of the month, the first License Year shall commence on the first day of the first month immediately following such Commencement Date.

2. **Payment of Fees.** Sub-licensee agrees to pay the Fees set forth herein to Company in the manner set forth in Paragraph 1 of this Sub-License Agreement. Company reserves the right and may require, in its sole discretion, from time to time that Sub-licensee remit payment of Fees through alternative methods of payment including but not limited to electronic funds transfers. Sub-licensee agrees to comply with Company's payment instructions in every respect. All Fees, additional fees (as described in Paragraph 15 of this Sub-License Agreement) and any other charges shall be paid to Company without notice or demand and without abatement, deduction or set-off, except as otherwise expressly provided in this Sub-License Agreement. All payments not paid when due shall bear a late charge of one hundred

dollars per day ($100.00). In the event such late fee shall be void or unenforceable under either Georgia law or the laws of the jurisdiction where the Premises are located, then the highest rate of interest permitted under the laws of the jurisdiction where the Premises are located shall be charged.

A. Automatic Credit/Charge Card Payment

Company may, in its discretion, require that all Fee payments to Company or any subsidiary or affiliate of Company and any other amounts owing to Company or any subsidiary or affiliate of Company pursuant to this Sub-License Agreement be paid by credit/charge card payment which shall be automatically processed each month by Company. As a material condition of this Sub-License Agreement, Company requires that Sub-licensee provide it with Sub-licensee's credit/charge card information by accurately completing **Exhibit "A"** to this Sub-License Agreement at the time Sub-licensee signs this Sub-License Agreement and that Sub-licensee promptly update such information immediately after any change so that there is no interruption whatsoever. By signing this Sub-License Agreement, Sub-licensee authorizes Company and any subsidiary or affiliate of Company to charge Sub-licensee's credit/charge card for the Fees due each month payable to Company or any subsidiary or affiliate of Company, and any other amounts owing to Company or any subsidiary or affiliate of Company pursuant to this Sub-License Agreement. Sub-licensee shall perform the acts and sign those documents, including the authorization form attached as **Exhibit "A"** to this Sub-License Agreement, that Company and/or Sub-licensee's credit/charge issuer may require to accomplish payment. Sub-licensee expressly warrants and represents that the credit/charge card information provided to Company in **Exhibit "A"** is accurate and that Sub-licensee has the authority to authorize Company and any subsidiary or affiliate of Company to charge the credit/charge card provided in **Exhibit "A"**. Sub-licensee further acknowledges that it is under the express obligation and duty to ensure that the information provided in **Exhibit "A"** is accurate at all times during the term hereof, and that the credit/charge card provided in **Exhibit "A"** is valid. If at any time, the credit/charge card provided in Exhibit A becomes invalid, Sub-licensee shall immediately provide Company with credit/charge card information for an alternative credit/charge card and authorize Company to charge the alternative credit/charge card for all fees due to Company and any subsidiary or affiliate of Company. If Sub-licensee (i) fails or is unable to provide a credit/charge card, or (ii) withdraws approval to charge a credit/charge card without designating a replacement credit/charge card, such failure, inability or withdrawal shall constitute a material breach of this Sub-License Agreement justifying revocation or termination upon notice by the Company to Sub-licensee in accordance with Paragraph 13 of this Sub-License Agreement. Nothing contained herein shall constitute a waiver of the right of the Company to demand immediate cash payment of any and all sums currently due and owing.

B. Electronic Funds Transfer

Company may, in its discretion, elect to utilize an electronic funds transfer payment program, under which Company and any subsidiary or affiliate of Company may electronically debit from Sub-licensee's bank account the Fee due each month by Company and any other amounts owing to Company or any subsidiary or affiliate of Company pursuant to this Sub-License Agreement. As a material condition of this Sub-License Agreement, Company requires that Sub-licensee provide it with Sub-licensee's banking information by accurately completing **Exhibit "B"** to this Sub-License Agreement at the time Sub-licensee signs this Sub-license Agreement and that Sub-licensee promptly update such information immediately after any change so that there is no interruption whatsoever. By signing this Sub-License Agreement, Sub-licensee authorizes Company and any subsidiary or affiliate of Company to electronically transfer Sub-licensee's bank account for the Fee due each month payable to Company or any subsidiary or affiliate of Company, and any other amounts owing to Company or any subsidiary or affiliate of Company pursuant to this Sub-License Agreement. Sub-licensee shall perform the acts and sign those documents, including the authorization form attached as **Exhibit "B"** to this Sub-License Agreement that Company and/or Sub-licensee's bank may require to accomplish payment. Sub-licensee expressly warrants and represents that the banking information provided to Company in **Exhibit "B"** is accurate and that Sub-licensee has the authority to authorize Company and any subsidiary or affiliate of Company to electronically debit Sub-licensee's bank account provided in **Exhibit "B"**. Sub-licensee further acknowledges that Sub-licensee is under the express obligation and duty to ensure that the information provided in **Exhibit "B"** is accurate at all times during the term hereof, and that the banking information provided in **Exhibit "B"** is valid. If at any time, the banking information provided in **Exhibit "B"** becomes invalid, Sub-licensee shall immediately provide Company with banking information for an alternative bank account and authorize Company to charge the alternative bank account for all fees due to Company and any subsidiary or affiliate of Company. If Sub-licensee (i) fails or is unable to provide a bank account, or (ii) withdraws approval to charge a bank account without designating a replacement bank account, such failure, inability or withdrawal shall constitute a material breach of this Sub-License Agreement justifying revocation or termination upon notice by the Company to Sub-licensee in accordance with Paragraph 13 of this Sub-License Agreement. Nothing contained herein shall constitute a waiver of the right of the Company to demand immediate cash payment of any and all sums currently due and owing.

C. Declined or Rejected Payments.

In the event any payment to Company is denied or rejected by the credit card issuer or financial institution for any reason whatsoever, Company, in addition to all rights under this Sub-License Agreement or which may be available at law or

in equity, shall have the right to process such denied or rejected payment by one of the other alternative means of payment set forth in this Sub-License Agreement; provided, however, Company shall be under no obligation to so process any such declined or rejected payment, and Company hereby reserves the right to revoke or terminate this Sub-License Agreement as set forth herein.

D. Application of Payments.

Company and its affiliates shall have the right and discretion to apply and/or allocate payments made by or on behalf of Sub-licensee to any amounts due and owing Company and/or its affiliates, regardless of any instruction, direction, requirement or proposed allocation set forth by Sub-licensee.

3. **Underlying Agreement.** Sub-licensee acknowledges and agrees that (i) Sub-licensee's privilege to use the Premises is as a sub-licensee of Company regardless of the nature of the agreement between Company and the Landlord, (ii) this Sub-License Agreement is expressly made subject to all the terms and conditions of the Underlying Agreement, and (iii) **in the event that the Underlying Agreement expires or is terminated by Landlord, irrespective of the cause or circumstance, then this Sub-License Agreement shall immediately so terminate or expire and be deemed revoked without any liability whatsoever of Company to Sub-licensee** except that Sub-licensee may obtain from Company, as Sub-licensee's sole and entire remedy, any unearned Fees paid in advance which shall be refunded to the Sub-licensee only if such termination is not the result of a breach by Sub-licensee of this Sub-License Agreement. The Underlying Agreement, as redacted, is attached hereto and is incorporated herein as **Exhibit "C"**. (**Exhibit "C"** is hereinafter referred to collectively as the "**Requirements"**). All of the obligations of the Underlying Agreement are incorporated into this Agreement as if fully set forth herein, with each reference to Landlord in the Underlying Agreement being deemed to include both Landlord and Company and with each reference therein to Company as the tenant/lessee/licensee (as the case may be) being deemed to mean Sub-licensee. Sub-licensee shall only have the privileges expressly given to it by Company under this Sub-License Agreement and shall not be granted any additional rights that Company may have in the Underlying Agreement including, but not limited to, any rights of first refusal, nor shall this Sub-License Agreement grant Sub-licensee any rights that Company may have in the Underlying Agreement to the extent said rights would grant Sub-licensee any rights beyond those of a licensee as opposed to a lessee. Sub-licensee shall use the Premises in accordance with the terms of the Requirements and shall not do or omit to do anything which will breach any of the terms of the Requirements. Sub-licensee shall assume the obligation for performance of all of Company's obligations under the Underlying Agreement and the Requirements. The parties specifically agree that Company does not assume the obligations of the Landlord under applicable provisions of the Underlying Agreement or other Requirements, but shall exercise reasonable business judgment in attempting to cause the Landlord to perform its obligations under the

Underlying Agreement. The parties agree that Company shall have no liability whatsoever to Sub-licensee for any failure of the Landlord to perform its obligations under the Underlying Agreement. Without limiting foregoing, Sub-licensee agrees that it does not and shall not have or claim at any time any leasehold interest, nor a license coupled with an interest, nor any other interest or estate of any kind or extent whatsoever in any part of the Premises. Sub-licensee is only given a non-exclusive license which is personal to and non-transferable by Sub-licensee.

4. **Deposit.** Upon execution of this Sub-License Agreement, Sub-licensee shall deposit with Company a security deposit equal to one (1) month's Fees (**"Deposit"**) as security for Sub-licensee's faithful performance of Sub-licensee's obligations hereunder. If Sub-licensee fails to pay Fees or other charges due hereunder, or otherwise defaults with respect to any provision of this Sub-license Agreement, Company may use, apply or retain all or any portion of the Deposit for the payment of any Fees or other charge in default or for the payment of any other sum to which Company may become obligated by reason of Sub-licensee's default, or to compensate the Company for any loss or damage which the Company may suffer thereby. If Company so uses or applies all or any portion of the Deposit, Sub-licensee shall within five (5) days after written demand therefore deposit cash with Company in an amount sufficient to restore the Deposit to the full amount hereinabove described and Sub-licensee's failure to do so shall be a material breach of this Sub-License Agreement. Alternatively Company may, in its sole discretion, elect to restore the Deposit to the full amount hereinabove by seeking payment under the methods described in Paragraphs 2(A) and 2(B) above. Company shall not be required to keep the Deposit separate from its general accounts or segregate the Deposit in any fashion, and any interest earned thereon shall be the sole property of Company. If Sub-licensee performs all of Sub-licensee's obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by Company, shall be returned, without payment of interest or other increment for its use to Sub-licensee (or at Company's option, to the last assignee, if any, of Sub-licensee's interest hereunder) at the expiration of the term hereof, and after Sub-licensee has vacated the Premises in accordance with this Sub-License Agreement and the Underlying Agreement. No fiduciary or trust relationship is created herein between the Company and Sub-licensee with respect to the Deposit.

5. **Payment of First Month's Fees.** Immediately upon execution of this Sub-License Agreement, Sub-licensee shall pay to Company the Fees and other charges for the first month of the Term of this Sub-License Agreement in accordance with the method of payment provided for in Paragraphs 2(A) or 2(B) of this Sub-License Agreement or such other method as agreed to in writing between the parties.

6. **Compliance with Regulations.** Sub-licensee shall comply promptly with all laws,

ordinances, requirements and regulations of the Federal, state, county, municipal and other authorities (including but not limited to the trademark laws of the United States), the fire insurance underwriters, and insurance organizations or associations relating to the Premises and the operation of the franchised business unit at the Premises. Sub-licensee shall comply with the Franchise Agreement entered into with Cellairis and a breach or default by Sub-licensee under the Franchise Agreement shall constitute a material breach of this Sub-License Agreement. Without limiting the foregoing, Sub-licensee will not sell any products in violation of the trademark laws of the United States and shall purchase all products for resale from the Business Unit strictly in accordance with the provisions of Paragraph 5(C) of the Franchise Agreement. Sub-licensee shall only sell the products and/or services at retail to consumers from and through the Business Unit and shall not sell such items for redistribution or resale unless otherwise approved in writing by Company in Company's discretion.

7. **Viewing Premises.** Sub-licensee shall use the Premises exclusively for the operation of the franchised Business Unit at the Premises pursuant to the Franchise Agreement between the Sub-licensee and Cellairis, which Franchise Agreement is incorporated herein and made a part hereof and Sub-licensee shall use the Premises solely as permitted under the Requirements. At any time during the term, the Company, Cellairis, the Landlord, or agents of any one of them, may enter the Premises for the purpose of examining its condition, making repairs in any part or determining Sub-licensee's compliance with this Sub-License Agreement and the Franchise Agreement. However, Company and Cellairis do not assume any liability for the care or supervision of the Premises or appurtenances and shall have no obligation to so view or inspect the Premises.

8. **Assignment.** Sub-licensee shall not assign, mortgage or pledge this Sub-License Agreement, or sub-license the whole or any part of the Premises without Company's prior written consent and without the consent of Cellairis, which consent may be withheld by Cellairis under the circumstances described in the Franchise Agreement and which consent may be conditioned upon the requirements set forth in the Franchise Agreement. Any such consent shall apply solely to the particular transaction consented to and shall not constitute Company's or Cellairis' waiver of the provisions of this Sub-License Agreement. Company and Sub-licensee agree that Company may freely assign this Sub-License Agreement.

9. **Insurance.** Sub-licensee shall not leave the Premises unoccupied during the Term, or by any act of commission or omission cause an increase in the rate of insurance or the cancellation of any insurance policy. Company will, on an annual basis (or such shorter basis as Company, in its discretion, may wish to require) bill Sub-licensee for general liability insurance coverage relating to the Premises. The billed amount shall be paid by Sub-licensee to Company within thirty (30) days from the date of the invoice and, in default of such payment, the amount may be added to the next installment of Fees as additional fees. Sub-licensee is aware that Company marks up

the cost of the insurance which is billed by third party insurers to Company in order to cover administrative expenses and to provide an element of profit. In addition, Sub-licensee must obtain and pay for worker's compensation coverage to the extent required by applicable law and Sub-licensee may wish and elect, in Sub-licensee's discretion to obtain supplemental liability insurance at Sub-licensee's sole expense. In the event that (in Company's sole discretion) Sub-licensee is permitted to obtain its own general liability insurance and, with respect to any other insurance which is obtained by Sub-licensee, Sub-licensee shall furnish Company with copies of the public liability insurance policies given and such policies shall be given by companies and in amounts satisfactory to Company.

10. **Signs.** Sub-licensee shall not install advertisements or signs on any part of the Premises without Company's written consent and shall do so strictly in accordance with the Requirements and the Franchise Agreement.

11. **Condition.** Sub-licensee accepts the Premises in the condition existing as of the date of this Sub-License Agreement and by taking occupancy of the Premises, Sub-licensee agrees that the Premises are in good, safe, and usable condition. Sub-licensee acknowledges that neither Company nor Company's subsidiaries, affiliates or agents have made any representations or warranties whatsoever concerning the Premises, its condition, the Underlying Agreement, or the use to which it may be put, except as may be expressly provided in writing in the Underlying Agreement and the Franchise Agreement. The parties hereby expressly agree that Company, its subsidiaries, affiliates, and agents shall not have any duty or responsibility to repair, replace, or maintain any part of the Premises.

12. **Indemnification.** Company, its subsidiaries, affiliates and agents shall not be liable and Sub-licensee agrees to defend, indemnify and hold Company, its subsidiaries, affiliates and agents, the Landlord and the Premises harmless from any and all liability and claims of liability, damage or injury to persons or property, from any cause whatsoever, arising on or about the Premises, arising out of or in any way connected with the operation of the franchised Business Unit or any activity whatsoever carried on by Sub-licensee, its agents or employees on the Premises. This obligation to indemnify shall include reasonable attorneys' fees and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made. The Company, its subsidiaries, affiliates and agents shall not be responsible for any defect or change of condition in the Premises, or for any damage thereto, or to any person, or to goods or things contained therein due to any cause except Company's act or negligence and, without limiting any of the foregoing, Sub-licensee shall indemnify Company, its subsidiaries, affiliates and agents from all claims, demands and actions arising in connection with Sub-licensee's use of the property, or the use by any person occupying the Premises during the term hereof, or by reason of any breach or non-performance of any covenant herein, or Sub-licensee's violation of any law,

regulation, or Requirements.

13. **Default and Remedies/Arbitration.** If Sub-licensee fails to perform or observe any of its covenants under this Sub-license within five (5) days after Company gives it notice of default, Company may immediately: (a) revoke, terminate or cancel this Sub-License Agreement by notifying the Sub-licensee and upon such revocation, termination or cancellation, Sub-licensee shall be liable to Company for all damages sustained by it by reason of Sub-licensee's breach of covenant and of the revocation, termination or cancellation; or (b) re-enter the Premises without notice and upon re-entry license all or any part thereof as agent for Sub-licensee. If the Premises are licensed in accordance with the provisions of (b), Company may receive the Fees, applying it first to the payment of any expense Company incurs in entering and licensing the Premises, and then to the payment of the Fees and fulfillment of Sub-licensee's covenants hereunder. If Sub-licensee defaults, it shall pay and be liable for the several installments of Fees that would under this Sub-License Agreement become due had no default occurred, regardless of whether the demised Premises are re-licensed or remain vacant, and whether the vacancy is in whole or in part or for a period less than the whole or remainder of the term. Sub-licensee shall be credited at the end of each month within the term (but not beyond) with any net amounts actually received by Company during that month for the use or occupancy of all or part of the Premises provided that Company has been fully reimbursed for all sums and liabilities it has paid or incurred for any of the above purposes (which Sub-licensee also shall pay and be liable for). Such payments shall be made either directly by Company or out of monies actually received for the use of the Premises after Company has received undisputed possession. Company's maintenance of any action or proceeding to recover possession of the Premises or any installment or installments of Fees or other monies that may be due or become due from Sub-licensee shall not preclude Company from also instituting and maintaining subsequent actions or proceedings to recover possession of the Premises or of any subsequent payment or payments of Fees or other monies that may be due or become due from the Sub-licensee. A waiver by Company of Sub-licensee's breach of any one or more covenants or conditions contained herein shall not bar or limit in any manner any of Company's rights or remedies for a subsequent breach of the same covenant or condition. Notwithstanding anything in this Sub-License Agreement to the contrary, this Sub-License Agreement is conditioned upon the faithful performance by Sub-licensee of the Franchise Agreement between Cellairis and Sub-licensee, and a default in the terms of the Franchise Agreement shall be a default of this Sub-License Agreement.

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) ("FAA"). Except to the extent provided by the FAA as required hereby, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1051 *et seq.*) or other applicable federal law, the terms of this Sub-License Agreement shall be interpreted and construed in accordance with the laws of the State of Georgia without

regard to its conflicts of laws provisions. For actions that are not subject to mandatory arbitration, Sub-licensee hereby submits and irrevocably consents to the exclusive jurisdiction and venue of the U.S. District Court for the Northern District of Georgia and the State or Superior Courts located in Fulton County, Georgia, and agrees not to raise and hereby irrevocably waives, to the fullest extent permitted by law, any objection based upon forum non conveniens or any other objection it may now have or hereafter have to personal jurisdiction or venue in these courts. Further, nothing herein contained shall bar Company's right to obtain injunctive relief against threatened conduct that will cause irreparable harm, under the usual equity rules including the applicable rules for obtaining specific performance, restraining orders and preliminary injunctions.

Claims Subject to Arbitration. Except as otherwise provided herein, the parties agree that all controversies, claims, or disputes between Company and Sub-licensee arising out of or relating to:

a. This Agreement or any other agreement between Company and Sub-licensee;
b. The relationship between Sub-licensee and Company;
c. The scope and validity of this Agreement or any other agreement between Company and Sub-licensee, specifically including whether any specific claim is subject to arbitration at all (arbitrability questions); and/or
d. Any agreement relating to the purchase of products or services by Sub-licensee from Company

will be subject to arbitration to be administered by the American Arbitration Association ("AAA"). Any claims by or against any affiliate of the Company may be joined, in the Company's sole discretion, in the arbitration. Any claim that would constitute a compulsory counterclaim as defined by the then current version of Federal Rule of Civil Procedure 13 and under federal precedent of the U.S. Supreme Court and the Court of Appeals for the Eleventh Circuit, must be brought in arbitration. If a potential compulsory counterclaim is not brought in arbitration, then it is forever barred. Company reserves the right, but has no obligation, to advance Sub-licensee's shares of the costs of any arbitration to allow the arbitration hearings to move forward, but by doing so, Company may not be deemed to have waived or relinquished any right to seek recovery of those costs from Sub-licensee.

Exception of Claims Subject to Arbitration.

a. Exception of Company Actions. Company and Sub-licensee recognize and agree that certain claims of Company may not be best suited to determination through arbitration and agree that the Company, in its sole discretion, may bring the following types of claims, cases, disputes and causes of action either in court or in arbitration:
    i. Claims seeking injunctive or other equitable relief to enforce provisions of this Agreement, including but not limited to proceedings to recover possession of the Premises; provided

however that non-equitable claims joined with any injunctive claims must be heard separately in arbitration, and that regardless of the forum, any injunctive relief may be given without the necessity of Company posting bond or other security, any bond or other security being hereby waived;

ii. Claims, including claims by Cellairis Franchise, Inc. ("Cellairis"), seeking recovery or any other remedy based on Sub-licensee's failure to pay any moneys due under this Agreement, any agreement with Cellairis, or any unpaid invoices owed to Cellairis or Company when due.

Selection of the Arbitrator(s). The arbitration shall be presided over by a single arbitrator if both the demand for arbitration and any counterclaim asserted each state claims respectively totaling under $250,000. If either the demand for arbitration or any counterclaim asserts claims respectively totaling over $250,000, then the arbitration shall be presided over by a panel of three arbitrators. In either event, the arbitrator(s) will be selected through the provisions of the AAA then in effect at the time of filing of the arbitration demand, requiring the AAA to provide potential arbitrators who have significant experience in franchising matters, with a preference being given to members of the American Bar Association Forum on Franchising.

Rules Governing Arbitration. Subject to any contrary provisions contained in this Agreement, the parties agree that the Commercial Arbitration Rules for the AAA in effect as of the date of this Agreement will govern the conduct and administration of the arbitration, except as to filing fees that may be changes. The parties may, however, choose to employ the AAA's Commercial Arbitration Rules in effect as of the time of filing the demand if both parties agree and convey that agreement to the AAA.

Location of Arbitration Hearing. All arbitration hearings at which evidence will be taken will be held in person at a location within the boundaries of the City of Atlanta, provided that the chosen location has adequate facilities to handle the hearing and accommodate the parties, witnesses, and evidence. The arbitrator(s) shall have no authority to select a hearing locale other than as described in this Paragraph.

Evidence and Hearing.

a. Company and Sub-licensee agree to pre-hearing discovery in accordance with the Federal Rules of Civil Procedure.

b. Company and Sub-licensee agree that the Federal Rules of Evidence will govern the admissibility and weight of evidence, including rules regarding the inadmissibility of hearsay.

c. The parties confirm that the arbitrator may not consider any settlement discussions or offers that might have been made by either party and may not act as a mediator for the parties if the parties proceed to mediation at any point.

d. The parties to the arbitration agree to keep all matters, including evidence and testimony, confidential unless obligated by law to disclose the information or the information is necessary in an application to confirm or vacate the award in court, following any appeal. If any party to the arbitration receives a subpoena to obtain information or documents from the arbitration, the recipient shall notify the other party, providing a copy of the subpoena in sufficient time to allow all parties to oppose the subpoena.

Decision of the Arbitrator(s). Unless otherwise specifically agreed to by all parties to the arbitration in writing, the award of the arbitrator(s):

a. will be rendered within 30 days of the close of the arbitration hearing record;
b. will be a reasoned award;
c. may not include punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.
d. may not include consequential damages;
e. will include an award to the prevailing party as determined by the arbitrator(s), all of the prevailing party's costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrator(s)' fees, AAA administrative and filing fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, fees for depositions, including all costs of stenography and videography and copies of testimony however recorded, witness fees, and attorneys' fees;
f. may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); and will not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of the arbitrator's award, as provided by the Appellate Rules, by filing a Notice of Appeal with any AAA office; and/or
g. following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof, subject to the exclusive jurisdiction set forth above.

Agreement to Arbitrate Negotiated and Freely Given. Company and Sub-licensee both hereby represent, warrant, and affirm that this arbitration clause has been freely negotiated between the parties, that obligations set forth herein have been fully considered by Company and Sub-licensee and their respective representatives, and are not unduly burdensome to either Company or Sub-licensee and are within the scope of mutually acceptable obligations established by the parties under this Agreement and thus, are, in Company's and Sub-licensee's judgment, as evidenced by the parties' respective execution of this Agreement, fair and reasonable.

Cross- Default. Any default or breach by Sub-licensee, its affiliates and/or any guarantor of Sub-licensee of this Sub-License Agreement will be deemed a default under the

Franchise Agreement, and any default or breach of the Franchise Agreement by Sub-licensee and/or such other parties will be deemed a default or breach under this Sub-License Agreement. Sub-licensee's "affiliates" means any persons or entities controlling, controlled by or under common control or ownership with Sub-licensee; provided, however, any transfer or assignment of this Sub-License Agreement shall be subject to Paragraph 8 above.

14. **Revocation and Termination Option And Right.** Notwithstanding anything to the contrary herein contained, Company shall have the option and right to immediately revoke and terminate this Sub-License Agreement upon the happening of any of the following events: (a) if the Franchise Agreement expires and is not renewed or is terminated for any reason whatsoever or otherwise terminates, irrespective of the reason for such termination; (b) if the Underlying Agreement should be cancelled, should expire, or should be terminated for any reason at any time; or (c) if Sub-licensee should suffer or permit the occurrence of any act or thing which would constitute an event of default by Company pursuant to the terms of the Underlying Agreement or the Requirements. **RECOGNIZING THAT ANY FAILURE OR REFUSAL BY SUB-LICENSEE TO STRICTLY OBSERVE THE REQUIREMENTS OF THE UNDERLYING AGREEMENT MAY PUT IN JEOPARDY MULTIPLE LICENSES BETWEEN COMPANY AND THE LANDLORD AS WELL AS BENEFICIAL RELATIONS BETWEEN THE COMPANY AND THE LANDLORD, THE PARTIES AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED, IN THE EVENT THAT SUB-LICENSEE SHOULD SUFFER OR PERMIT THE OCCURRENCE OF ANY ACT OR THING WHICH WOULD CONSTITUTE AN EVENT OF DEFAULT BY COMPANY PURSUANT TO THE TERMS OF THE UNDERLYING AGREEMENT OR THE REQUIREMENTS, COMPANY SHALL HAVE THE RIGHT, AT ITS OPTION, TO IMMEDIATELY REVOKE AND TERMINATE THIS SUB-LICENSE AGREEMENT WITHOUT PRIOR NOTICE OR AN OPPORTUNITY TO CURE.** In addition, Company may revoke and terminate this Sub-License Agreement if any one or more of the following events occur: proceedings in bankruptcy, or under any other act for the relief of debtors, are instituted by or against Sub-licensee; Sub-licensee compounds its debts, or assigns over its estate or effects for payment thereof; any execution issues against Sub-licensee or any of its effects; a receiver of trustee is appointed for Sub-licensee's property; or this Sub-License Agreement by operation of law devolves upon or passes to any party or parties other than Sub-licensee personally. In any such event, Company may immediately revoke and terminate this Sub-License Agreement by notifying the Sub-licensee. Upon such revocation and termination, all present and future sums due from Sub-licensee shall immediately become due and payable. **UPON ANY SUCH REVOCATION AND TERMINATION OF THIS SUB-LICENSE AGREEMENT, SUB-LICENSEE AGREES TO SURRENDER AND DELIVER THE PREMISES TO COMPANY UPON DEMAND.** Sub-licensee understands and acknowledges that this is a license and not a lease, and Sub-licensee acknowledges that Sub-licensee's obligation to surrender and deliver the

Premises to Company upon demand is not subject to any right of Sub-licensee or requirement of Company to bring an action in the nature of an eviction or dispossession which Sub-licensee expressly waives. Upon expiration, revocation, or termination of this Sub-License Agreement, Company shall have the right to remove Sub-licensee and any parties claiming rights or privileges under Sub-licensee and their property from the Premises, and lock and bar Sub-licensee and all parties claiming rights or privileges under Sub-licensee from doing business at the Premises, and Sub-licensee agrees that any property of any kind, character or manner that is not removed by Sub-licensee shall be deemed transferred to Company and Company shall have the right to dispose of all such property at Sub-licensee's sole expense. In addition to the rights stated above, in the event Sub-licensee does not vacate the Premises upon demand, Sub-licensee hereby expressly consents to the entry of an injunctive order from any court of competent jurisdiction and agrees not to oppose the entry of injunctive orders or to take any position inconsistent therewith. Company shall receive such injunctive relief without the necessity of posting bond or other security, such bond or other security being hereby waived by Sub-licensee, and without being required to establish irreparable harm or a balance of convenience. Company's option and right to revoke and terminate hereunder is in addition to and not in lieu of its other rights under law and in equity and as set forth in this Sub-License Agreement.

15. **Additional Fees.**

A. If Company makes any expenditure for which Sub-licensee is responsible, or if Sub-licensee fails to make any required payment under this Sub-License Agreement, Company may add such amount to any current or future installment of Fees. If any term of Underlying Agreement shall be effective under any circumstances to increase or escalate the Fees during the Term of this Sub-License Agreement, such amount shall be promptly paid by Sub-licensee to Company as additional fees. Some Landlords may require Company to license multiple sites in multiple malls and Company may be required to pay sums to Landlord relating to either (a) an annual lump sum payment associated with such multiple locations or (b) fees for sites which are much less likely to be developed. In such cases, Company reserves the right to allocate additional fees to Sub-licensee which represents a discretionary amount relating to such charges by the Landlord plus an additional fee associated with Company's costs of administration and profit to the Company.

B. **Percentage Fees**: In addition to Fees, Sub-licensee shall also pay Company _____ percent times the amount of "Gross Sales" (as defined in subparagraph 15(F)) during each License Year or partial License Year which exceeds the annual sales breakpoint described below for such period (hereinafter called "**Percentage Fees**"). If the License Year is less than twelve (12) full calendar months, then annual sales breakpoint for

such License Year shall be an amount equal to the product obtained by multiplying the annual sales breakpoint by a fraction, the numerator of which shall be the number of days in such License Year and the denominator of which shall be three hundred sixty-five (365). The annual sales breakpoint shall be as follows:

(i) $_____ per annum from the Commencement Date through and including the expiration of the first License Year;
(ii) $_____ per annum during the second License Year;
(iii) $_____ per annum during the third License Year;
(iv) $_____ per annum during the fourth License Year; and
(v) $_____ per annum from the commencement of the fifth License Year and continuing for the remainder of the Term (prorated for any partial License Year).

C. Sub-licensee shall (a) not later than the **5th** day after the close of each calendar month, deliver to both Company and Landlord a written statement certified under oath by Sub-licensee or an officer of Sub-licensee, showing Gross Sales made in such calendar month; and (b) not later than **15** days after the end of each License Year deliver to both Company and Landlord a statement of Gross Sales for such License Year the correctness of which is certified by Sub-licensee or an officer of Sub-licensee or an independent Certified Public Accountant. If Sub-licensee fails to prepare and deliver any statement of Gross Sales required hereunder, within the time or times specified above, then Company shall have the right, in addition to the other rights and remedies set forth in this Sub-license Agreement, to (i) collect from Sub-licensee a sum which shall be **$250.00** and which shall be deemed liquidated damages for administrative and overhead expenses resulting from such failure, and (ii) estimate Sub-licensee's Gross Sales for any non-reported period and bill Sub-licensee's Percentage Fees accordingly. Company reserves the right, at Company's option, to adjust Percentage Fees billings when actual Gross Sales reports are received.

D. Percentage Fees shall become due and payable in each License Year on the **5th** day of the month immediately following the month during which Gross Sales exceed the annual sales breakpoint, and thereafter shall be paid monthly on all additional Gross Sales made during the remainder of such License Year, such payments to be made concurrently with the submission by Sub-licensee to Company of the written statement of monthly Gross Sales as provided for herein of, if Company elects in its sole discretion, by the methods set forth in Paragraphs 2(A) and 2(B) above.

E. **Audit**: Sub-licensee will preserve for at least three years all original

books and records disclosing information pertaining to Gross Sales and such other information respecting Gross Sales as Company and Landlord require. Company and its agents shall have the right during business hours to examine and audit such books and records, and Landlord shall have the right to audit such books and records in accordance with the Underlying Agreement. If such examination or audit by Company discloses a liability for Percentage Fees three percent or more in excess of the Percentage Fees paid by Sub-licensee for any period, or if Sub-licensee shall have failed to furnish Company any monthly statement of Gross Sales during any License Year, Sub-licensee shall promptly pay Company the cost of said audit (including, without limitation, reasonable travel costs) and the deficiency in Percentage Fees, which deficiency shall be payable in any event. Sub-licensee shall also be responsible for the payment of any audits, penalties, underpayments, and other charges due Landlord in accordance with the Underlying Agreement.

F. **"Gross Sales"** for purposes of this Sub-License Agreement shall have the meaning ascribed to it in the Underlying Agreement.

16. <u>Notices</u>.

a. All notices to Company shall be in writing and shall be delivered or sent by express, registered or certified mail, or by an overnight delivery service (*e.g.*, Federal Express, UPS), postage fully prepaid, addressed to it at its offices at 6485 Shiloh Road, Bldg. B # 100, Alpharetta, GA 30005 attention Jason S. Adler, Esq., with a mandatory copy to Chris Bussert, Kilpatrick Townsend & Stockton, 1100 Peachtree Street NE, Suite 2800, Atlanta, GA 30309, or at such other address as Company shall from time to time designate in writing.

b. All notices to Sub-licensee shall be in writing and shall be sent by any of the following means of delivery: (i) hand delivered, (ii) sent by express, registered or certified mail, (iii) sent by an overnight delivery service (*e.g.*, Federal Express, UPS), (iv) facsimile transmission, or (v) E-mail. Notices to Sub-licensee may be sent to any address appearing on any agreements between Company and Sub-licensee, the Premises, or in Company's records for Sub-licensee. Sub-licensee may change its address for receipt of notices by providing written notice of such change pursuant to the notice requirements to Company. Any notice to Sub-licensee or any of its Principal Owners (as defined in Paragraph 1(A) of the Franchise Agreement) shall be deemed effective notice to Sub-licensee and all of its Principal Owners.

c. Notices shall be deemed delivered as follows: (i) via hand delivery on the date delivered by hand, (ii) via express, registered or certified mail on the earlier of 3 business days after placement in the United States Mail or the date shown on the return receipt, (iii) via overnight delivery service on the date shown in the

delivery service's records as the date of delivery or on the date of first attempted delivery, if actual delivery cannot for any reason be made, (iv) via facsimile transmission on the date the transmission occurs, or (v) via E-mail on the date the E-mail is sent.

17. **Waiver.** Both parties, for themselves and to the extent not limited by the applicable policy, their respective insurers, waive their respective rights against the other for damages caused by fire or other perils covered by insurance when the damages are sustained in connection with the occupancy of the Premises.

18. **Binding Effect.** The provisions of this instrument shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and permitted assigns, subject to Paragraph 8 above.

19. **Non-Waiver.** No delay or failure by either party to exercise any right under this instrument, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

20. **Time of the Essence.** Time is of the essence of this Sub-License Agreement.

21. **No Agency.** The parties hereto agree that the business relationship created by this Sub-License Agreement is solely that of sub-licensor and sub-licensee. Nothing contained in this Sub-License Agreement shall make Sub-licensee an agent, legal representative, partner, subsidiary, joint venturer or employee of Company. Sub-licensee shall have no right or power to, and shall not bind or obligate Company in any way, manner or thing whatsoever, nor represent that it has any right to do so.

22. **Non Circumvention.** Recognizing the mutual benefits associated with the relationship between Company and the Landlord (including the managers and agents of Landlord), Company and Sub-licensee wish to agree upon certain non circumvention requirements which shall be strictly observed by Sub-licensee. Both during the Term of this Sub-License Agreement and for a period of two (2) years after the expiration or termination of this Sub-License Agreement, irrespective of the cause of any such termination, Sub-licensee agrees that the Sub-licensee will not directly or indirectly through related parties circumvent the relationship between Landlord and Company by entering into agreements with Landlord (including the managers and agents of Landlord) by which Sub-licensee will directly or indirectly (except through other sub-licenses between Sub-licensee and Company) lease, license or enter into any form of occupancy agreement for space in any shopping mall located within fifty (50) miles of the Premises for the purpose of selling cellular telephone accessories or wireless device accessories, cellular telephone or wireless device repair services, and other related products and services.

23. **Representations and Warranties of Sub-licensee**. Sub-licensee makes the following representations with the understanding that Company is relying on them as a material inducement to enter into this Sub-License Agreement: Sub-licensee has been advised to make an independent investigation of Company's operations. Company has not and does not represent that Sub-licensee can expect to attain a specific level of sales, profits, or earnings from operations at the Premises. Sub-licensee has been advised to obtain independent professional advice regarding this Sub-License Agreement. Sub-licensee understands that it may sustain losses as a result of the operation or the closing of the Business Unit at the Premises. Sub-licensee understands that the business venture contemplated by this Sub-License Agreement involves a high degree of financial risk and depends to a large degree on Sub-licensee's skills, abilities, initiative, and hard work. Sub-licensee understands that, pursuant to the requirements of the Franchise Agreement, Sub-licensee may be required to purchase all of the products and services to be sold from the Business Unit from Company or from Company's subsidiaries or affiliates, that these parties will establish the purchase price for such products and services in their discretion and that these parties expect to make a profit from such sales. Sub-licensee also understands that Sub-licensee was free to obtain an appropriate approvable Location for the Business Unit from any available source but that now that Sub-licensee has elected to sub-license the Premises for the Business Unit from Company then Company has established the Fee rate for such Premises in its discretion and that Company expects to make a profit from such Fees and Sub-licensee also understands that as a result of this Sub-license, Sub-licensee is bound by the non circumvention requirements set forth in the preceding Paragraph.

24. **Headings.** Headings in this Sub-License Agreement are for reference and convenience only and shall not be used to interpret or construe its provisions.

25. **Counterparts.** This Sub-License Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. **Entire Agreement.** This instrument supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them, except as otherwise provided or referenced herein.

27. **Holdover**. In the event Sub-licensee remains in possession of the Premises beyond the expiration of the term, such holding over shall not create a tenancy or renewal of this Sub-License Agreement, but instead shall be for successive ten (10)-day terms until either party provides the other party with at least ten (10) days' prior written notice. In the event Company or its subsidiaries or affiliates requires additional time to obtain a replacement franchisee or sub-licensee, Sub-licensee agrees to continue to occupy and use the Premises pursuant to this Sub-License Agreement for such period, if any, Company or its subsidiaries or affiliate

requests.

28. **Relocation.** Sub-licensee acknowledges and agrees that the location of the Premises may change from time to time pursuant to the Underlying Agreement or pursuant to any existing or future written agreement between Company, its subsidiaries, and affiliates, and Landlord. In such event, the term "Premises" shall be revised to thereafter mean the Premises to which Sub-licensee has been relocated, effective as of the relocation date specified by Company. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUB-LICENSEE HEREBY RELEASES COMPANY, ITS SUBSIDIARIES, AND AFFILIATES AND HEREBY WAIVES ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, COSTS, EXPENSES, DAMAGES, OR OTHER LIABILITY RELATED IN ANY MANNER TO ANY SUCH RELOCATION OF THE PREMISES.

29. **Interpretation**. If any portion of this Sub-License Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the parties hereby covenant and agree that any such portion or portions shall be absolutely severable from all other portions of this Sub-License Agreement, that the remainder of the provisions of this Sub-License Agreement shall not be affected thereby, and that each and every provision of this Sub-License Agreement shall be enforceable to the fullest extent permitted by applicable law. This Sub-License Agreement shall not be construed more strictly against one party than the other, even though one party may be primarily responsible for its drafting.

IN WITNESS WHEREOF, the Company and Sub-licensee have signed and sealed this instrument, as of the _____day of _____, 20___.

COMPANY:

GLOBAL CELLULAR, INC.

By:_____

Its Authorized: _____

SUB-LICENSEE:

By:_____

Its Authorized:_____

EXHIBIT "A"

TO SUB-LICENSE AGREEMENT

Credit/Charge Card Authorization Form

This authorizes Global Cellular, Inc. and any of its affiliates to use the Credit/Charge Card listed below in accordance with the terms of the Sub-license Agreement and any other agreement with Global Cellular, Inc. or any of its affiliates.

Type of Card (circle one): Visa MasterCard American Express

Name as it appears on Card: _____

Card Number: _____Expiration Date:_____

Security Code No.: _____

Billing Address for Card if different than above:

_____

_____

I hereby authorize Global Cellular, Inc., and its affiliates to process charges against the credit/charge card identified above in order to pay all fees, charges and any other amounts owed pursuant to the terms of the Sub-license Agreement entered into with Global Cellular, Inc. and any other agreement with Global Cellular, Inc. or its affiliates (including Royalty fees, rent or License Payments, POS fees, the cost of any Products or Services purchased from Global Cellular, Inc. or its affiliates, and any other amounts owing to Global Cellular, Inc. or its affiliates under the Sub-license Agreement or any other agreement with Global Cellular, Inc. or its affiliates, including interest and late fees); and, if necessary, to initiate adjustments for any transactions charged in error. These charges are related to the operation of a franchised business and the amount of each charge will vary from month to month.

Authorized Card User's Signature_____

EXHIBIT "B"

TO SUB-LICENSE AGREEMENT

Electronic Funds Transfer Authorization Form

This authorizes Global Cellular, Inc. and any of its affiliates to use the banking information provided below in accordance with the terms of the Sub-license Agreement.

Name of bank: _____

Address of bank: _____

Name of account holder: _____

Name as it appears on account: _____

Address of account holder: _____

Account Number: _____

Routing Number: _____

Type of Account: Checking Savings

In the event that you continue to occupy the location after your sub-license agreement expires, you authorize Global Cellular, Inc. to continue to auto-debit funds from the above-specified account at the same rate and terms as your final month's payment under the sub-license agreement, and you agree to continue to comply with all terms and conditions of the expired sub-license. Global Cellular, Inc.'s acceptance of funds after the expiration of your sub-license agreement does not in any way: (1) create a new contract, (2) grant or imply that your sub-license will be renewed, or (3) alter or waive any rights that Global Cellular may have under the expired sub-license. Global Cellular, Inc. may demand possession of the location at any time.

I hereby authorize Global Cellular, Inc., and its affiliates to process charges against the credit/charge card identified above in order to pay all fees, charges and any other amounts owed pursuant to the terms of the Sub-license Agreement entered into with Global Cellular, Inc. and any other agreement with Global Cellular, Inc. or its affiliates (including Royalty fees, rent or License Payments, POS fees, the cost of any Products or Services purchased from Global Cellular, Inc. or its affiliates, and any other amounts owing to Global Cellular, Inc. or its affiliates under the Sub-license Agreement or any other agreement with Global Cellular, Inc. or its affiliates, including interest and late fees); and, if necessary, to initiate adjustments for any transactions charged in error. These charges are related to the operation of a franchised business and the amount of each charge will vary from month to month.

Authorized Owner's Signature: _____

GLOBAL CELLULAR, INC. OFFICE USE ONLY

Account Code: _____

Mall Name / Location: _____

Date: _____ User: _____

EXHIBIT “F”
PERSONAL GUARANTY AND SUBORDINATION AGREEMENT

PERSONAL GUARANTY AND SUBORDINATION AGREEMENT

IN CONSIDERATION of and as an inducement to the execution of the Franchise Agreement (**"Franchise Agreement"**) this Personal Guaranty and Subordination Agreement is made and entered into effective as of the ____ day of _____, 20__by and between CELLAIRIS FRANCHISE, INC., a Georgia corporation with its principal place of business at 6485 Shiloh Road, Bldg. B # 100, Alpharetta, GA 30005 (**"Company"**), and _____, with a principal address at _____(**"Franchisee"**), each of the undersigned (**"Guarantors"**) is a Bound Party as defined in the Franchise Agreement and each of the Guarantors by this Personal Guaranty and Subordination Agreement (**"Guaranty Agreement"**) hereby personally and unconditionally guarantee to Company, its affiliates and their successors and assigns for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement and in this Guaranty Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement and each of the Guarantors, hereby agrees to be personally bound by and personally liable for the breach of each and every provision in the Franchise Agreement. The Guarantors also agree to be personally and unconditionally bound by each and every undertaking, agreement and covenant set forth in the Franchise Agreement. The Guarantors hereby personally and unconditionally guarantee all debts and obligations which Franchisee may incur to Company or to affiliates of Company or to such companies that may in the future be affiliated with Company with respect to the provision of any products or services to Franchisee, as a result of any obligations under the Franchise Agreement or as a result of purchases of Products or services by Franchisee from Company or its affiliates.

To the extent permitted by law, each Guarantor hereby expressly waives: (i) all rights to payments and claims for reimbursement or subrogation that any of the Guarantors may have against Franchisee arising as a result of the Guarantors' execution of and performance under this Guaranty Agreement, for the express purpose that none of the Guarantors shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Company, (ii) any right to require Company to: (a) proceed against Franchisee for any payment required under the Franchise Agreement, (b) proceed against or exhaust any security from Franchisee, (c) take any action to assist any of the Guarantors in seeking reimbursement or subrogation in connection with this Guaranty Agreement, or (d) pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee, (iii) any benefit of, any right to participate in, any security now or hereafter held by Company, and (iv) acceptance and notice of acceptance by Company of the Guarantors' undertakings under this Guaranty Agreement; all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; protest; notices of dishonor; and notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and any other notices (including any notice of the purchase or sale of Products, inventory and goods by Franchisee, the maturing of bills and the failure to pay the same) and legal or equitable defenses to which any of the Guarantors may be entitled. The personal guaranty established by this Guaranty Agreement will not be affected by the modification, extension or renewal of any agreement between Franchisee and Company or its affiliates, the taking of a note or other obligation from Franchisee or others, the taking of security for payment, the granting of an extension of time for payment, the filing by or against Franchisee

of bankruptcy, insolvency, reorganization of other debt or relief afforded Franchisee under the Federal Bankruptcy Act or under any other State or Federal statute or by the decision of any court or any other matter, whether similar or dissimilar to any of the foregoing, and the guaranty established by this Guaranty Agreement will cover the terms and obligations of any modifications, notes, security agreements, extensions or renewals. Without affecting the obligations of the undersigned under this Guaranty Agreement, Company may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Franchise Agreement, any other agreement between Franchisee and Company or its affiliates, or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any Guarantors, make advances for the purpose of performing any obligations of Franchisee under the Franchise Agreement, assign the Franchise Agreement or the right to receive any sum payable thereunder, and the Guarantors each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Franchise Agreement. Company shall have no present or future duty or obligation to the Guarantors under this Guaranty Agreement, and each of the Guarantors waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other Guarantor, or any collateral securing any obligations of Franchisee to Company. The obligations of the Guarantors will be unconditional in spite of any defect herein and the validity of Franchisee's obligations or liability to Company or any other circumstances whether or not referred to in this Guaranty Agreement that might otherwise constitute a legal or equitable discharge of surety or Guarantor.

This is an irrevocable, unconditional and absolute guarantee of payment and performance by Franchisee and the Guarantors agree that the Guarantor's liability under this Guaranty Agreement will be immediate and will not be contingent upon the exercise and enforcement by Company of whatever remedies it may have against Franchisee or others or the enforcement of any lien or realization upon an security Company may at any time possess. Each Guarantor agrees that any current or future indebtedness by Franchisee to any Guarantor(s) will also be subordinate to any indebtedness owed by Franchisee to Company. The Guarantors will promptly modify any financing statements on file with the state agencies to specify that Company's rights are senior to those of Guarantor.

The Guarantors further agree that as long as Franchisee owes any money to Company (other than royalty payments that are not past due), Franchisee will not pay and the Guarantors will not accept payment of any part of any indebtedness owed by Franchisee to any of the Guarantors, either directly or indirectly, without the consent of Company. In connection with any litigation or arbitration to determine the Guarantors' liability under this Guaranty Agreement, the Guarantors expressly waive the Guarantors' right to trial by jury, if any, and agree to pay the costs and the reasonable attorneys' fees as fixed by any court. If Company is required to enforce this Guarantee Agreement in a judicial or arbitration proceeding, and prevails in such proceeding, Company shall be entitled to reimbursement of its costs and expenses (including those incurred on appeal), including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Company

is required to engage legal counsel in connection with any failure by the Guarantors to comply with this Guarantee Agreement, the Guarantors shall reimburse Company for any of the above-listed costs and expenses Company incurs. Attorneys' fees include a charge for the service of in-house counsel at the market rate for independent counsel of similar experience.

If this Guaranty Agreement is signed by more than one individual, each individual signing this Guaranty Agreement will be jointly and severally liable for the obligations created in it. This Guaranty Agreement will remain in full force and effect until all obligations arising out of and under the Franchise Agreement, including all renewals and extensions, are fully paid and satisfied as well as all obligations with respect to debts owed by Franchisee to affiliates of Company with respect to Products or services sold or otherwise provided by such affiliates to Franchisee. Capitalized terms which are not defined herein shall have the same meaning as defined in the Franchise Agreement.

Without limiting the foregoing in any manner, the Guarantors each have carefully read the Franchise Agreement and each of the Guarantors hereby jointly and severally expressly agrees to be individually bound by all of the covenants contained in Paragraphs 6.C., 6.I., 8.D., 13.C., 13.D. and 13.M. of the Franchise Agreement, and acknowledge and agree that this Guarantee does not grant the Guarantors any right to use the "Cellairis"® marks or system licensed to Franchisee under the Franchise Agreement.

Subject to the arbitration obligations and other obligations of Paragraph 13.D. of the Franchise Agreement and the provisions below, each of the Guarantors agrees that all actions arising under this Guarantee Agreement or the Franchise Agreement, or otherwise as a result of the relationship between Company and the Guarantors, must be commenced in the state or federal court of general jurisdiction in Georgia, and each of the Guarantors irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the Guarantors agrees that Company may enforce this Guarantee Agreement and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

As provided in Paragraph 13.C. of the Franchise Agreement, the parties agree that this Guaranty Agreement shall be deemed made and entered into in the State of Georgia and shall be governed and construed under and in accordance with the laws of the State of Georgia without regard to its conflicts of law.

IN WITNESS WHEREOF, each of the Guarantors has hereunto affixed their signatures and seals effective as of the date first above indicated.

By: _____

Name: _____

Address: _____

By: _____

Name: _____

Address: _____

CELLAIRIS FRANCHISE, INC.

By: _____

Title: _____

EXHIBIT “G”
CONDITIONAL LEASE ASSIGNMENT AGREEMENT

CONDITIONAL LEASE ASSIGNMENT AGREEMENT

This CONDITIONAL LEASE ASSIGNMENT AGREEMENT (**"Agreement"**) is made and entered into effective as of the ____ day of _____, 20__, by and between CELLAIRIS FRANCHISE, INC., a Georgia corporation with its principal place of business at 6485 Shiloh Road, Bldg. B # 100, Alpharetta, GA 30005 (**"Franchisor"**), and _____, with a principal address at _____(**"Lessee"**) and _____ with a principal address at _____, (**"Lessor"**).

RECITALS:

WHEREAS, under the terms of the Lease Agreement, attached hereto as **Exhibit "A"**, Lessor has agreed to lease to Lessee certain premises (the **"Premises"**) located at the following street address:

_____
_____

WHEREAS, Franchisor has accepted the Premises as a suitable location for Lessee's operation, subject to the provisions of its franchise agreement (the **"Franchise Agreement"**) and further subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained other good and valuable consideration, including the acceptance by Franchisor of the Premises as a location for a "Cellairis" retail operation, the parties hereby agree as follows:

1. **Use of the Premises**. Lessee shall use the Premises only for the operation of a "Cellairis" retail operation pursuant to the Franchise Agreement and for no other purposes whatsoever.

2. **Signage**. Lessor hereby consents to Lessee's use and display on the Premises of such exterior and interior signs, posters, promotional materials, and equipment, furnishings, and décor as are currently required by Franchisor pursuant to the Franchise Agreement. In the event that such requirements are changed in the future, Lessor agrees that it will not unreasonably withhold its consent to Lessee's compliance with such changes. In the event that local ordinances or zoning requirements prohibit the use of the Franchisor's standard signage, Franchisor will not unreasonably withhold its consent to the modification of its standard signage to comply with such requirements.

3. **Assignment**. Lessor hereby acknowledges that Lessee has agreed under the Franchise Agreement that, in the event of termination or expiration of the Franchise Agreement or Lessee's default under the Lease, Lessee shall, at Franchisor's option, assign to Franchisor any and all interest of Lessee in the Lease, including any rights to renew the Lease or to sublease the Premises; and Lessor hereby consents to such assignment, subject to the following conditions:

(A) Franchisor shall notify Lessor in writing within thirty (30) days after termination or expiration of the Franchise Agreement or Franchisor's receipt of any notice of default by Lessee under the Lease if Franchisor elects to accept assignment of the Lease; Franchisor's failure to accept assignment of the Lease upon any default of Lessee under the Lease shall not be deemed a waiver of Franchisor's future right to accept such assignment in the event of any future default by Lessee;

(B) If Franchisor elects to accept assignment of the Lease, Franchisor shall execute and deliver to Lessor a lease containing the same terms and conditions (including rental rates) as the Lease; provided, however, that Franchisor's leasehold interest shall not be subject to any default claims that may exist between Lessor and Lessee;

(C) If Franchisor elects to accept assignment of the Lease, Franchisor shall take possession of the Premises within thirty (30) days after notice of such election to Lessor, and Franchisor shall commence payment of rent upon taking possession of the Premises;

(D) Nothing herein shall affect Lessor's right to recover from Lessee any and all amounts due under the Lease or to exercise any rights of Lessor against Lessee as provided under the Lease, but will have no rights to terminate the Lease or to disturb the quiet possession of the Premises by Franchisor or any future assignee of Franchisor.

4. **Consent to Assignment**. This Agreement will remain in effect during the entire term of the Lease and any and all renewals or extensions of the Lease. Lessor agrees that the Lease may not be amended, assigned, extended or renewed or surrendered, nor may the Premises or any part of it be sublet, nor may the Lease, or any interest therein, be assigned or encumbered by Lessee without obtaining the prior written consent of Franchisor.

5. **Exercise of Option by Franchisor**. Franchisor may exercise the option described in Section 3 of this Agreement to accept an assignment of the Lease or enter into a new lease containing the same terms and conditions of the Lease, by giving written notice to Lessee and Lessor of its election to do so. In such event, Lessee must vacate the Premises immediately upon the receipt of such notice.

6. **Assignment to Third Party**. At any time after giving notice of its election to accept assignment of the lease or after or entering into a new lease containing the same terms and conditions of the Lease, Franchisor may request to assign its lease, or sublease the Premises, to a third party. Lessor agrees not to unreasonably withhold its consent to any such assignment or sublease on the same terms as the Lease provided however, that if Lessor refuses to consent to such assignment or sublease by Franchisor, Franchisor shall have no further obligations thereunder. Notwithstanding anything set forth in the Lease to the contrary, the Lessee and/or Franchisor shall have the right to assign the Lease or any interest therein, or sublet the Premises or any portion thereof without the consent of Lessor, to:

(A) a parent, subsidiary, or affiliate of Lessee;
(B) Franchisor or any successor or affiliate thereof; or
(C) wholly owned by Lessee, Lessee's parent or a subsidiary of Lessee;
(D) a corporation with which Lessee merges;
(E) a result of a reorganization, or the surviving corporation of a business restructuring; or
(F) any bona fide franchisee of the Franchisor.

7. **Notices**. Lessor agrees to furnish Franchisor with copies of any and all letters and notices to Lessee pertaining to any default by Lessee under the Lease at the same time and in the same manner as any such notice is sent to Lessee. Lessee agrees to furnish Franchisor with prompt written notice of any and all amendments, waivers, extensions, renewals or other modifications of the Lease. All notices hereunder shall be mailed or delivered to the addresses set forth above, unless changed from time to time by any party through written notice mailed or delivered to the other parties. Within fifteen (15) days after Lessee's right to cure any default expires, Franchisor or any affiliate thereof shall have the right but not the obligation, to cure any such default.

8. **Entry of Franchisor**. Lessor and Lessee hereby acknowledge that Lessee has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the Premises operated by Lessee at any time for the purpose of conducting inspections, protecting Franchisor's proprietary marks, and correcting deficiencies of Lessee. Lessor and Lessee hereby agree not to interfere with or prevent such entry by Franchisor, its employees or agents.

9. **De-Identification**. Lessor and Lessee hereby acknowledge that in the event the Franchise Agreement expires or is terminated, Lessee is obligated under the Franchise Agreement to take certain steps to de-identify the location as a "Cellairis." Lessor agrees to cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement against Lessee, including allowing Franchisor, its employees and agents to enter and remove signs, decor and materials bearing or displaying any marks, designs or logos of Franchisor; provided, however, that Lessor shall not be required to bear any expenses thereof. Lessee agrees that if Lessee fails to de-identify the Premises promptly upon termination or expiration as required under the Franchise Agreement, Franchisor may cause all required de-identification to be completed at Lessee's expense.

10. **General Provisions**.

(A) Lessor agrees not to construct or change any improvements or landscaping in any manner which would impair the visibility of or access to the Premises, or the amount of parking available for use by Lessee.

(B) This Agreement shall be binding upon the parties hereto and their successors, assigns, heirs, executors, and administrators. The rights and obligations

herein contained shall continue notwithstanding changes in the persons or entities that may hold any leasehold or ownership in the land of building. Any party hereto may record this Agreement or a memorandum hereof.

(C) Any party hereto may seek equitable relief, including, without limitation, injunctive relief or specific performance, for actual threatened violation or nonperformance of this Agreement by any other party. Such remedies shall be in addition to all other rights provided for under this or other agreements between any of the parties. The prevailing party in any action shall be entitled to recover its legal fees together with court costs and expenses of litigation.

(D) Nothing contained in this Agreement shall affect any term or condition in the Franchise Agreement between Lessee and Franchisor. Nothing herein shall be deemed to constitute a guaranty or endorsement by Franchisor of the terms and conditions of the Lease between Lessor and Lessee. In the event that Franchisor, in its sole discretion, determines not to accept assignment of the Lease as permitted hereunder, neither Lessor nor Lessee shall have any claims against Franchisor. No terms or conditions contained in the Lease shall be binding on Franchisor unless and until it elects to accept assignment of the Lease hereunder.

(E) If Lessee has an obligation to continuously operate its business at the Premises, Lessee may cease operating for up to ninety (90) days, from time to time, to perform repairs, enhancements or renovations, as required by the Franchise Agreement.

IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Agreement.

LESSOR:
(Name)

By: _____
Title:_____

LESSEE:
(Name)
By:_____
Title:_____

FRANCHISOR:

CELLAIRIS FRANCHISE, INC.

By:_____
Title:_____

EXHIBIT “H”
CELLAIRIS FRANCHISED STORES

CURRENT CELLAIRIS FRANCHISED BUSINESS UNITS

(as of December 31, 2013)

* Units marked with one asterisk are affiliate-owned units.

** Units marked with two asterisks are shown as owned by a franchisee, CP&LL, Inc. The franchise agreements for these units were terminated in 2013 and became affiliate-owned units in 2014.

\+ Units marked with a plus sign are Full Stores.

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
1	AK	Dimond Center	Seong H Lee Corporation	Seong Lee	907-250-7876	800 Dimond Blvd.	Anchorage	99515
2	AL	Decatur Mall	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	1801 Beltline Road	Decatur	35601
3	AL	Eastdale Mall	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	1000 Eastdale Mall	Montgomery	36117
4	AL	Gadsden Mall	Jeffreys-Skouras, Inc.	Lance Jeffreys	256-837-0670	1001 Rainbow Dr.	Gadsden	35901
5	AL	Madison Square Mall	Jeffreys-Skouras, Inc.	Lance Jeffreys	256-837-0670	5901 University Dr.	Huntsville	35806
6	AL	Madison Square Mall	Jeffreys-Skouras, Inc.	Lance Jeffreys	256-837-0670	5901 University Dr.	Huntsville	35806
7	AL	Parkway Place Mall	Jeffreys-Skouras, Inc.	Lance Jeffreys	256-837-0670	2801 Memorial Pkwy S.	Huntsville	35801
8	AL	Parkway Place Mall	Jeffreys-Skouras, Inc.	Lance Jeffreys	256-837-0670	2801 Memorial Pkwy S.	Huntsville	35801
9	AL	Quintard Mall	Jeffreys-Skouras, Inc.	Lance Jeffreys	256-837-0670	700 Quintard Ave.	Oxford	36203
10	AL	Regency Square Mall+	Jeffreys-Skouras, Inc.	Lance Jeffreys	256-837-0670	301 Cox St. Pkwy	Florence	35630
11	AL	Riverchase Galleria	Jeffreys-Skouras, Inc.	Lance Jeffreys	256-837-0670	3000 Riverchase Galleria	Hoover	35244
12	AL	Riverchase Galleria	Jeffreys-Skouras, Inc.	Lance Jeffreys	256-837-0670	3000 Riverchase Galleria	Birmingham	35244
13	AL	Village Mall	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	1627-53 Opelika Rd.	Auburn	36830
14	AR	Central Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	5111 Rogers Ave.	Fort Smith	72903
15	AR	Central Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	5111 Rogers Ave.	Fort Smith	72903
16	AR	Mall at Turtle Creek*	Global Cellular, Inc.	Global Cellular	678-513-4020	3000 E Highland Drive	Jonesboro	72401
17	AR	Northwest Arkansas Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	4201 N. Shiloh Dr.	Fayetteville	72703
18	AR	Northwest Arkansas Mall*+	Global Cellular, Inc.	Global Cellular	678-513-4020	4201 N. Shiloh Dr.	Fayetteville	72703
19	AR	Northwest Arkansas Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	4201 N. Shiloh Dr.	Fayetteville	72703
20	AZ	Arizona Mills	Md Talath Mahud, Howlader Ferdous Rahman	MD Talath Mahmud	646-272-8281	5000 Arizona Mills	Tempe	85282
21	AZ	Arizona Mills	Md Talath Mahud, Howlader Ferdous Rahman	MD Talath Mahmud	646-272-8281	5000 Arizona Mills	Tempe	85282
22	AZ	Arrowhead Towne Center	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	7700 W. Arrowhead Towne Center	Glendale	85308
23	AZ	Arrowhead Towne Center	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	7700 W. Arrowhead Towne Center	Glendale	85308

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
24	AZ	Chandler Fashion Center	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	3111 W. Chandler Blvd.	Chandler	85226
25	AZ	Chandler Fashion Center	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	3111 W. Chandler Blvd.	Chandler	85226
26	AZ	Desert Sky Mall	Sunrise USA, Inc	Mohammad K Hossain	347-925-1065	7611 W. Thomas Rd.	Phoenix	85033
27	AZ	Fiesta Mall	Suprio Kumar Bhowmick	Suprio Bhowmick	480-274-9746	1445 W. Southern Ave.	Mesa	85202
28	AZ	Flagstaff Mall	Rachid Aitmbarek	Rachid Aitmbarek	678-296-6630	4650 N. Hwy 89	Flagstaff	86004
29	AZ	Metrocenter Mall	Sunrise USA, Inc	Mohammad K Hossain	347-925-1065	9617 N. Metro Pkwy W.	Phoenix	85051
30	AZ	Paradise Valley Mall	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	4568 E. Cactus Road	Phoenix	85032
31	AZ	Paradise Valley Mall	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	4568 E. Cactus Road	Phoenix	85032
32	AZ	Park Place	Sunrise USA, Inc	Mohammad K Hossain	347-925-1065	5870 East Broadway Blvd.	Tucson	85711
33	AZ	Park Place	Sunrise USA, Inc	Mohammad K Hossain	347-925-1065	5870 East Broadway Blvd.	Tucson	85711
34	AZ	Prescott Gateway Mall	Rachid Aitmbarek	Rachid Aitmbarek	678-296-6630	3250 Gateway Blvd.	Prescott	86303
35	AZ	Scottsdale Fashion Square	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	7014-590 E. Camelback Rd.	Scottsdale	85251
36	AZ	Scottsdale Fashion Square	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	7014-590 E. Camelback Rd.	Scottsdale	85251
37	AZ	Superstition Springs Center	Suprio Kumar Bhowmick	Suprio Bhowmick	480-274-9746	6555 East Southern Ave.	Mesa	85206
38	AZ	Superstition Springs Center	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	6555 East Southern Ave.	Mesa	85206
39	AZ	The Mall at Sierra Vista	Kamrul Hassan	K. Norzahan Hassan	520-977-3632	5910 N. Edenbrook Lane	Tucson	85741
40	AZ	Tucson Mall	Sunrise USA, Inc	Mohammad K Hossain	347-925-1065	4500 N. Oracle Rd.	Tucson	85705
41	CA	Arden Fair Mall	Shahed Sadique	Shahed Shadique	818-209-6520	1689 Arden Way	Sacramento	95815
42	CA	Beverly Center*	Global Cellular, Inc.	Global Cellular	678-513-4020	8500 Beverly Blvd.	Los Angeles	90048
43	CA	Brea Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	1065 Brea Mall	Brea	92821
44	CA	Capitola Mall	Complete Cellular, Inc.	Emin Sharifov	408-600-5807	1855 41st Ave.	Capitola	95010
45	CA	Eastridge Mall	MD Zakir Hossain	MD Zakir Hossain	347-458-6611	2200 Eastridge Loop	San Jose	95122
46	CA	Eastridge Mall	MD Zakir Hossain	MD Zakir Hossain	347-458-6611	2200 Eastridge Loop	San Jose	95122
47	CA	Fashion Fair	Shahed Sadique	Shahed Shadique	8182096520	645 E. Shaw Ave.	Fresno	93710
48	CA	Galleria at Roseville	Farshad Najafi	Farshad Najafi	916-945-6344	1151 Galleria Blvd.	Roseville	95678
49	CA	Galleria at Tyler	Ertan Tuysuzoglu	Ertan Tuysuzoglu	661-394-0039	1299 Galleria at Tyler	Riverside	92503
50	CA	Galleria at Tyler	Ertan Tuysuzoglu	Ertan Tuysuzoglu	661-394-0039	1299 Galleria at Tyler	Riverside	92503
51	CA	Glendale Galleria	Shahed Sadique	Shahed Shadique	818-209-6520	100 W. Broadway	Glendale	91210
52	CA	Glendale Galleria	Shahed Sadique	Shahed Shadique	818-209-6520	100 W. Broadway	Glendale	91210
53	CA	Lakewood Mall	Abdulmujib Sardar	Avan Sardar	714-204-8062	500 Lakewood Center Mall	Lakewood	90712

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
54	CA	Lakewood Mall	Abdulmujib Sardar	Avan Sardar	714-204-8062	500 Lakewood Center Mall	Lakewood	90712
55	CA	Lakewood Mall	Abdulmujib Sardar	Avan Sardar	714-204-8062	500 Lakewood Center Mall	Lakewood	90712
56	CA	Los Cerritos Center	Shahed Sadique	Shahed Shadique	818-209-6520	239 Los Cerritos Center	Cerritos	90703
57	CA	Mainplace Shopping Center	Alireza Kashfipour; Dara Mirarmandeh	Alireza Kashfipor	443-838-4358	2800 North Main Street	Santa Ana	92705
58	CA	Mainplace Shopping Center	Alireza Kashfipour; Dara Mirarmandeh	Alireza Kashfipor	443-838-4358	2800 North Main Street	Santa Ana	92705
59	CA	Moreno Valley Mall	Myint, Inc.	Nyana Tun	310-467-9901	22500 Town Cir.	Moreno Valley	92553
60	CA	Northgate Mall	MD Hamid Khan	Hamid Khan	646-401-1058	5800 Northgate Mall	San Rafael	94903
61	CA	Northridge Fashion Center	Mamunur Rashid Khan	Mamun Khan	801-834-8876	9301 Tampa Ave.	Northridge	91324
62	CA	Northridge Fashion Center	Mamunur Rashid Khan	Mamun Khan	801-834-8876	9301 Tampa Ave.	Northridge	91324
63	CA	Oakridge Mall	Complete Cellular, Inc.	Emin Sharifov	408-600-5807	925 Blossom Hill Rd.	San Jose	95123
64	CA	Pacific View Mall	Shahed Sadique	Shahed Shadique	818-209-6520	3301-1 E Main Street	Ventura	93003
65	CA	Palm Desert	Sunrise USA, Inc	Mohammad K Hossain	347-925-1065	72-840 Highway 111	Palm Desert	92260
66	CA	Panorama Mall	Habibur Rahman	Habib Rahman	818-261-9068	8401 Van Nuys Blvd.	Panorama City	91402
67	CA	Puente Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	1600 Azusa Ave.	City Industry	91748
68	CA	San Francisco Centre	Flordeliz Sparks	Steve Saddozai	650-733-6083	865 Market St.	San Francisco	94103
69	CA	Santa Anita Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	400 South Baldwin Ave.	Arcadia	91007
70	CA	Santa Rosa Mall	Myint, Inc.	Nyana Tun	310-467-9901	1071 Santa Rosa Plaza	Santa Rosa	95401
71	CA	Solano Mall	Myint, Inc.	Nyana Tun	310-467-9901	1350 Travis Blvd.	Fairfield	94533
72	CA	Solano Mall	Myint, Inc.	Nyana Tun	310-467-9901	1350 Travis Blvd.	Fairfield	94533
73	CA	Sommersville Towne Center	Shahed Sadique	Shahed Shadique	818-209-6520	2556 Sommersville Rd.	Anitoch	94509
74	CA	Stoneridge Shopping Center*	Global Cellular, Inc.	Global Cellular	678-513-4020	One Stoneridge Mall	Pleasanton	94588
75	CA	Sunvalley Mall	Alamgir Hazere	Alamgir Hazere	925-285-4531	One Sunvalley Mall	Concord	94520
76	CA	Sunvalley Mall	Ferdous Rahman, Jahida Ali, MD Zakir Hossain	Ferdous Howlader	347-615-4862	One Sunvalley Mall	Concord	94520
77	CA	The Mall of Victor Valley	Ertan Tuysuzoglu	Ertan Tuysuzoglu	661-394-0039	14400 Bear Valley Rd.	Victorville	92392
78	CA	The Oaks	Nabin Regmi	Nabin Regmi	510-221-1517	350 W. Hillcrest Dr.	Thousand Oaks	91360
79	CA	The Shopes at Mission Viejo	Automate My Home, Inc.	Darrel Hauk	949-939-0464	555 The Shops at Mission Viejo	Mission Viejo	92691
80	CA	Valencia Mall	Ertan Tuysuzoglu	Ertan Tuysuzoglu	661-394-0039	24201 West Valencia Blvd.	Valencia	91355
81	CA	Valley Fair Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	2855 Stevens Creek Blvd.	Santa Clara	95050
82	CA	Valley Plaza	Ertan Tuysuzoglu	Ertan Tuysuzoglu	661-394-0039	2701 Ming Ave.	Bakersfield	93304
83	CA	Valley Plaza	Ertan Tuysuzoglu	Ertan Tuysuzoglu	661-394-0039	2701 Ming Ave.	Bakersfield	93304
84	CA	Valley Plaza Mall	Ertan Tuysuzoglu	Ertan	661-394-0039	2701 Ming Ave.	Bakersfield	93304

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
				Tuysuzoglu				
85	CA	Vintage Faire Mall	Shahed Sadique	Shahed Shadique	818-209-6520	3401 Dale Road	Modesto	95356
86	CA	Visalia Mall	Ertan Tuysoglu	Ertan Tuysuzoglu	661-394-0039	2031 S. Mooney Blvd.	Visalia	93277
87	CA	Visalia Mall	Ertan Tuysuzoglu	Ertan Tuysuzoglu	661-394-0039	2031 S. Mooney Blvd.	Visalia	93277
88	CA	Weberstown Mall	Amity Enterprises, LLC	Kabirul (Ridu) Hoque	661-400-4384	4950 Pacific Ave.	Stockton	95207
89	CA	West Covina Mall	Myint, Inc.	Nyana Tun	310-467-9901	112 Plaza Drive	West Covina	91790
90	CA	West Valley Mall	Tamanna Layla	Tamanna Layla	646-752-0056	3200 N Naglee Road	Banta	95304
91	CO	Cherry Creek Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	3000 East First Ave.	Denver	80206
92	CO	Cherry Creek Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	3000 East First Ave.	Denver	80206
93	CO	Cherry Creek Mall*+	Global Cellular, Inc.	Global Cellular	678-513-4020	3000 E 1st. Ave	Denver	80206
94	CO	Flatiron Crossing	ABH Group of Ohio, LLC; Howlader Ferdous Rahman	Rakibule Alam	614-446-9700	West Flatiron Circle	Arvada	80021
95	CO	Flatiron Crossing	ABH Group of Ohio, LLC; Howlader Ferdous Rahman	Rafik Howlader	614-446-9700	West Flatiron Circle	Arvada	80021
96	CO	Park Meadows	GMD Silver, Inc.	Golam Rahman	614-886-1520	8401 Park Meadows Center Drive	Lone Tree	80124
97	CO	Park Meadows	GMD Silver, Inc.	Golam Rahman	614-886-1520	8401 Park Meadows Center Drive	Lone Tree	80124
98	CO	Southwest Plaza Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	8501 W Bowles Ave	Littleton	80123
99	CO	Town Center at Aurora	GMD Silver, Inc.	Golam Rahman	614-886-1520	14200 E. Alameda Ave.	Aurora	80012
100	CT	Brass Mills	Mahmoud Kashfipour	Alireza Kashfipor	443-838-4358	495 Union St.	Waterbury	06706
101	CT	Danbury Fair	Walsh & Abrantes, LLC	Eric Walsh	904-625-3584	7 Backus Ave.	Danbury	06810
102	CT	Danbury Fair	Walsh & Abrantes, LLC	Eric Walsh	904-625-3584	7 Backus Ave.	Danbury	06810
103	CT	Stamford Town Center	Imm Cool, Inc.	Mahbub Hossain	646-673-7327	100 Greyrock Place	Stamford	06901
104	CT	The Shoppes at Buckland Hills	Mahmoud Kashfipour	Alireza Kashfipor	443-838-4358	194 Buckland Hills Drive	Buckland	06040
105	CT	The Shoppes at Buckland Hills	Mahmoud Kashfipour	Alireza Kashfipor	443-838-4358	194 Buckland Hills Drive	Buckland	06040
106	CT	Westfarms	Alireza Kashfipour	Alireza Kashfipor	443-838-4358	500 Westfarms Mall	Farmington	06032
107	CT	Westfarms	Alireza Kashfipour	Alireza Kashfipor	443-838-4358	500 Westfarms Mall	Farmington	06032
108	DE	Christiana Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	132 Christiana Mall	Newark	19702
109	DE	Christiana Mall	OZ Industries, Inc	Oz Aharon	347-251-3745	132 Christiana Mall	Newark	19702
110	DE	Christiana Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	132 Christiana Mall	Newark	19702
111	DE	Dover Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	1365 N. DuPont Hwy	Dover	19901
112	FL	Altamonte Mall	Jahida Ali	Jahida Ali	407-601-0373	451 East Altamonte Drive	Altamonte	32701
113	FL	Altamonte Mall	Jahida Ali	Jahida Ali	407-601-0373	451 East Altamonte Drive	Altamonte	32701
114	FL	Brandon Town Center	Connor Enterprises, Inc	James Connor	321-508-5710	459 Brandon Town Center	Brandon	33511

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
115	FL	Brandon Town Center	Connor Enterprises, Inc	James Connor	321-508-5710	459 Brandon Town Center	Brandon	33511
116	FL	Brandon Town Center	Connor Enterprises, Inc	James Connor	321-508-5710	459 Brandon Town Center	Brandon	33511
117	FL	Broward Mall	Exclusive Accessories, Inc	David Curri	321-223-2570	8000 W. Broward Blvd.	Plantation	33388
118	FL	Citrus Park	Connor Enterprises, Inc	James Connor	321-508-5710	8021 Citrus Park Town Center	Tampa	33625
119	FL	Citrus Park	Connor Enterprises, Inc	James Connor	321-508-5710	8021 Citrus Park Town Center	Tampa	33625
120	FL	Coastland Center	Steven Samuel Greene	Sam Greene	205-675-8212	1900 Tamiami Trail N.	Naples	34102
121	FL	Coastland Center	Steven Samuel Greene	Sam Greene	205-675-8212	1900 Tamiami Trail N.	Naples	34102
122	FL	Countryside Mall	7 Series Coast to Coast Corp	David Curri	321-223-2570	27001 US Hwy 19 N.	Clearwater	33761
123	FL	Dadeland Mall	OZ Industries, Inc	Oz Aharon	347-251-3745	7535 Dadeland Mall	Miami	33156
124	FL	Desoto Square	Wireless Dimensions of Tampa, Inc	Luis Govantes	321-960-1136	303 US-301 Blvd.	Bradenton	34205
125	FL	Dolphin Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	11401 NW 12th Street	Miami	33172
126	FL	Dolphin Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	11401 NW 12th Street	Miami	33172
127	FL	Dolphin Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	11401 NW 12th Street	Miami	33172
128	FL	Dolphin Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	11401 NW 12th Street	Miami	33172
129	FL	Edison Mall	Eros Accessories, Inc.	Sneha Gilani	404-786-1864	4125 Cleveland Ave.	Ft. Myers	33901
130	FL	Edison Mall	Eros Accessories, Inc.	Sneha Gilani	404-786-1864	4125 Cleveland Ave.	Ft. Myers	33901
131	FL	Florida Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	8001 S. Orange Blossom Trail	Orlando	32809
132	FL	Florida Mall	OZ Industries, Inc	Oz Aharon	347-251-3745	8001 S. Orange Blossom Trail	Orlando	32809
133	FL	Governor's Square	7 Series Coast to Coast Corp	David Curri	321-223-2570	1500 Apalachee Pkwy	Tallahassee	32301
134	FL	International Plaza	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	2223 N. West Shore Blvd.	Tampa	33607
135	FL	International Plaza	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	2223 N. West Shore Blvd.	Tampa	33607
136	FL	Lakeland Square	Connor Enterprises, Inc	James Connor	321-508-5710	3800 US HIghway 98 N	Lakeland	33809
137	FL	Melbourne Square Mall	Connor Enterprises, Inc	James Connor	321-508-5710	1700 West New Haven Ave.	Melbourne	32904
138	FL	Merritt Square	Wireless Dimensions of Tampa, Inc	Luis Govantes	321-960-1136	777 E. Merritt Island Cswy	Merritt Island	32952
139	FL	Miami International	Cell International, LLC	Oz Aharon	347-251-3745	1455 NW 107th Ave.	Miami	33172
140	FL	Orange Park Mall	L J Justice, LLC	Lloyd Justice	321-480-9213	1910 Wells Road.	Orange Park	32073
141	FL	Paddock Mall	Connor Enterprises, Inc	James Connor	321-508-5710	3100 SW College Rd.	Ocala	34474
142	FL	Panama City Mall	RP & Associates, LLC.	Ryan Patrick	913-708-0258	2150 Martin Luther King Jr. Blvd	Panama City	32405

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
143	FL	Panama City Mall	Ryan Patrick	Ryan Patrick	913-708-0258	2150 Martin Luther King Jr. Blvd	Panama City	32405
144	FL	Pembroke Lakes Mall	Buckwild Wireless, Inc.	Steven Brown	954-257-6350	11401 Pines Blvd.	Pembroke Pines	33026
145	FL	Pembroke Lakes Mall	Buckwild Wireless, Inc.	Steven Brown	954-257-6350	11401 Pines Blvd.	Pembroke Pines	33026
146	FL	Port Charlotte Mall	Wireless Direct, Inc	Corrie Borde	321-961-5930	1441 Tamiami Trail, Ste. 608	Port Charlotte	33948
147	FL	Regency Square Mall	Rishi Bali	Ricky Bali	706-414-8424	9501 Arlington Expy	Jacksonville	32225
148	FL	Santa Rosa Mall	Ryan Patrick	Ryan Patrick	913-708-0258	300 Mary Esther Blvd.	Mary Esther	32569
149	FL	Sarasota Square	Exclusive Accessories, Inc	David Curri	321-223-2570	8201 S. Tamiami Trail	Sarasota	34238
150	FL	Sawgrass Mills+	Buckwild Wireless, Inc.	Steven Brown	954-257-6350	12801 W. Sunrise Blvd.	Sunrise	33323
151	FL	Sawgrass Mills	Buckwild Wireless, Inc.	Steven Brown	954-257-6350	12801 W. Sunrise Blvd.	Sunrise	33323
152	FL	Sawgrass Mills	Buckwild Wireless, Inc.	Steven Brown	954-257-6350	12801 W. Sunrise Blvd.	Sunrise	33323
153	FL	Sawgrass Mills	Buckwild Wireless, Inc.	Steven Brown	954-257-6350	12801 W. Sunrise Blvd.	Sunrise	33323
154	FL	Seminole Mall	OZ Industries, Inc	Oz Aharon	347-251-3745	200 Towne Center Cir.	Sanford	32771
155	FL	The Avenues	New Beginnings, LLC	Salim Raza	904-294-7405	10300 Southside Blvd.	Jacksonville	32256
156	FL	The Oaks Mall	Exclusive Accessories, Inc	David Curri	321-223-2570	6419 Newberry Rd.	Gainesville	32605
157	FL	Tyrone Square Mall	Connor Enterprises, Inc	James Connor	321-508-5710	6901 Tyrone Square	St Petersburg	33710
158	FL	Wellington Green Mall	Buckwild Wireless, Inc.	Steven Brown	954-257-6350	10300 West Forest Hill Blvd.	Wellington	33414
159	FL	Wellington Green Mall	Buckwild Wireless, Inc.	Steven Brown	954-257-6350	10300 West Forest Hill Blvd.	Wellington	33414
160	FL	Wellington Green Mall+	Buckwild Wireless, Inc.	Steven Brown	954-257-6350	10300 West Forest Hill Blvd.	Royal Palm Beach	33414
161	FL	Westland Mall	Exclusive Accessories, Inc	David Curri	321-223-2570	1675 W. 94th St.	Hialeah	33012
162	GA	Arbor Place	Cellutopia, inc.	Meniem Naiem	678-733-3470	6700 Douglas Blvd.	Douglasville	30135
163	GA	Arbor Place	Cellutopia, inc.	Meniem Naiem	678-733-3470	6700 Douglas Blvd.	Douglasville	30135
164	GA	Atlantic Station	GBKM, Inc.	George Bruer	321-368-9194	1380 Atlantic Drive	Atlanta	30363
165	GA	Atlantic Station	GBKM, Inc.	George Bruer	321-368-9194	1380 Atlantic Drive	Atlanta	30363
166	GA	Augusta Mall	GB Cellairis	George Bruer	321-368-9194	3450 Wrightsboro Rd.	Augusta	30909
167	GA	Cumberland Mall	Bismillah Two, Inc.	Fazal Ellahi	404-422-0149	1000 Cumberland Mall	Atlanta	30339
168	GA	Cumberland Mall	Bismillah Two, Inc.	Fazal Ellahi	404-422-0149	1000 Cumberland Mall	Atlanta	30339
169	GA	Georgia Square Mall	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	3700 Athens Hwy	Athens	30606
170	GA	Mall of Georgia	Todoni Enterprises, LLC	Todd Sutton	321-917-7885	3333 Buford Dr.	Buford	30519
171	GA	Mall of Georgia	Todoni Enterprises, LLC	Todd Sutton	321-917-7885	3333 Buford Dr.	Buford	30519

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
172	GA	North Point Mall*	Winward, LLC	James Griffin	256-457-1604	1000 North Point Circle	Alpharetta	30022
173	GA	North Point Mall*+	Multiple Units, LLC	James Griffin	256-457-1604	1000 North Point Circle	Alpharetta	30022
174	GA	Oglethorpe Mall	Hadi Kashfipour	Alireza Kashfipor	443-838-4358	7804 Abercorn St.	Savannah	31406
175	GA	Oglethorpe Mall	Hadi Kashfipour	Alireza Kashfipor	443-838-4358	7804 Abercorn St.	Savannah	31406
176	GA	Peachtree	Wireless Dimensions of Tampa, Inc	Luis Govantes	706-653-1101	3131 Manchester Expwy	Columbus	31909
177	GA	Peachtree	Wireless Dimensions of Tampa, Inc	Luis Govantes	706-653-1101	3131 Manchester Expwy	Columbus	31909
178	GA	Perimeter Mall	Bismillah One, Inc.	Fazal Ellahi	404-422-0149	4400 Ashford Dunwoody Rd.	Atlanta	30346
179	GA	Southlake Mall	City Traders, Inc.	Imtyaz Isani	404-429-0506	1000 Southlake Mall	Morrow	30260
180	GA	Stonecrest Marketplace Mall	Global Cellular of GA, Inc.	Fazal Ellahi	404-422-0149	2929 Turner Hill Rd.	Lithonia	30038
181	GA	Stonecrest Marketplace Mall	Global Cellular of GA, Inc.	Fazal Ellahi	404-422-0149	2929 Turner Hill Rd.	Lithonia	30038
182	GA	Sugarloaf Mills	Cellairis Georgia Corporation	Fazal Ellahi	404-422-0149	5900 Sugarloaf Pkwy	Lawrenceville	30043
183	GA	Town Center at Cobb	Cellutopia, inc.	Meniem Naiem	678-733-3470	400 Ernest W. Barrett Pkwy, Ste. 100	Kennesaw	30144
184	GA	Town Center at Cobb	Cellutopia, inc.	Meniem Naiem	678-733-3470	400 Ernest W. Barrett Pkwy, Ste. 100	Kennesaw	30144
185	GA	Winward Parkway*+	Winward, LLC	James Griffin	256-457-1604	5230 Winward Parkway, Suite 107	Milton	30004
186	HI	Queen Ka'ahumanu Center	Dori Investments, Inc.	David Dori	541-232-9775	275 West Ka'ahumanu Ave.	Kahului	96732
187	IA	Coral Ridge Mall	RP & Associates, LLC.	Ryan Patrick	913-708-0258	1451 Coral Ridge Ave.	Coralville	52241
188	IA	Jordan Creek	Gulnaz, LLC	Sam Daudani	405-210-5249	101 Jordan Creek Pkwy	West Des Moines	50266
189	IA	Jordan Creek	Gulnaz, LLC	Sam Daudani	405-210-5249	101 Jordan Creek Pkwy	West Des Moines	50266
190	IA	North Park Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	320 West Kimberly Road # 302	Davenport	52806
191	IA	Valley West Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	1551 Valley West Drive	West Des Moines	50266
192	ID	Boise Towne Square+	Mobile Mania, LLC	Ryan Spath	904-517-6523	350 North Milwaukee	Boise	83704
193	ID	Silver Lake Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	200 W Hanley Ave.	Coeur D Alene	83815
194	IL	Cherryvale mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	7200 Harrison Ave., Ste. 5	Rockford	61112
195	IL	Chicago Ridge	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	200 Chicago Ridge Shopping Mall	Chicago Ridge	60415
196	IL	Chicago Ridge	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	200 Chicago Ridge Shopping Mall	Chicago Ridge	60415
197	IL	Chicago Ridge	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	200 Chicago Ridge Shopping Mall	Chicago Ridge	60415

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
198	IL	Fox Valley	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	195 Fox Valley Center Drive	Aurora	60504
199	IL	Fox Valley	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	195 Fox Valley Center Drive	Aurora	60504
200	IL	Fox Valley	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	195 Fox Valley Center Drive	Aurora	60504
201	IL	Gurnee Mills	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	6170 West Grand Ave.	Gurnee	60031
202	IL	Hawthorn	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	122 Hawthorn Center	Vernon	60061
203	IL	Hawthorn	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	122 Hawthorn Center	Vernon	60061
204	IL	Louis Joliet	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	3340 Mall Loop Drive # 1249	Joliet	60431
205	IL	Louis Joliet	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	3340 Mall Loop Drive # 1249	Joliet	60431
206	IL	Market Place Mall	Derbliss, Inc.	Scott Wylie	217-377-0395	2000 North Neil Street	Champaign	61820
207	IL	Market Place Mall	Derbliss, Inc.	Scott Wylie	217-377-0395	2000 North Neil Street	Champaign	61820
208	IL	Peru Mall	Pawanjeet Kaur	Pawanjeet Kaur	815-993-6997	3940 Route 251	Peru	61354
209	IL	Water Tower Place	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	835 N. Michigan Ave.	Chicago	60611
210	IL	Woodfield Mall	Anwarali Bhimani	Ashish Merchant	312-404-5858	5 Woodfield Mall	Schaumburg	60173
211	IL	Woodfield Mall	Anwarali Bhimani	Ashish Merchant	312-404-5858	5 Woodfield Mall	Schaumburg	60173
212	IL	Woodfield Mall	Anwarali Bhimani	Ashish Merchant	312-404-5858	5 Woodfield Mall	Schaumburg	60173
213	IL	Woodfield Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	5 Woodfield Mall	Schaumburg	60173
214	IN	Castleton Square	Global Cellular of GA, Inc.	Fazal Ellahi	404-422-0149	6020 East 82nd Street	Castleton	46250
215	IN	College Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	2894 E 3rd Street	Bloomington	47401
216	IN	Eastland Mall	Global Cellular of GA, Inc.	Fazal Ellahi	404-422-0149	800 North Green River Road	Evansville	47715
217	IN	Eastland Mall	Fashion Accessories of Evansivlle Indiana, Inc.	Mobin Rasheed	678-463-6126	800 North Green River Road	Evansville	47715
218	IN	Glenbrook Square Mall	Ishasahil Group, LLC.	Khan Dulal	440-533-5078	4201 Coldwater Blvd.	Fort Wayne	46805
219	IN	Glenbrook Square Mall	Ishasahil Group, LLC.	Khan Dulal	440-533-5078	4201 Coldwater Blvd.	Fort Wayne	46805
220	IN	Green Tree Mall	New J&A, Inc.	Lily Guo	901-604-4942	757 E. Lewis & Clark Pkwy	Clarksville	47129
221	IN	Southlake Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	2109 Southlake Mall	Merrillville	46410
222	IN	Southlake Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	2109 Southlake Mall	Merrillville	46410
223	KS	Oak Park Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	11149 W. 95th St.	Overland Park	66214
224	KS	Towne East Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	7700 E Kellogg Drive	Wichita	67207
225	KS	Towne West Square	Mohammad Zubair Khan	Zubair Khan	402-669-6011	4600 W. Kellogg Drive	Wichita	67209
226	KS	West Ridge Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	1801 SW Wanamaker Rd.	Topeka	66604

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
227	KY	Ashland Town Center	GMD Silver, Inc.	Golam Rahman	614-886-1520	500 Winchester Ave.	Ashland	41101
228	KY	Ashland Town Center	GMD Silver, Inc.	Golam Rahman	614-886-1520	500 Winchester Ave.	Ashland	41101
229	KY	Florence Mall	Cellia Mobile, LLC	Khalig Isgandarov	646-226-5339	2028 Florence Mall	Florence	41042
230	KY	Florence Mall	Cellia Mobile, LLC	Khalig Isgandarov	646-226-5339	2028 Florence Mall	Florence	41042
231	KY	Greenwood Mall	Bradly Allen Daugherty	Brad Daugherty	270-991-0279	2625 Scottsville Rd.	Bowling Green	42104
232	KY	Mall St. Matthews	LAL SAIN, LLC	Mohandar Dodwani	502-417-0282	5000 Shelbyville Road	Louisville	40207
233	KY	Mall St. Matthews	LAL SAIN, LLC	Mohandar Dodwani	502-417-0282	5000 Shelbyville Road	Louisville	40207
234	LA	Alexandria Mall	Temina, Inc.	Shahzad Sherbaz	504-920-5455	3437 Masonic Drive	Alexandria	71301
235	LA	Alexandria Mall	Temina, Inc.	Shahzad Sherbaz	504-920-5455	3437 Masonic Drive	Alexandria	71301
236	LA	Mall of Louisiana	Sarah Fuels, Inc.	Mohammad Hanif	832-607-6454	6401 Bluebonnet Blvd.	Baton Rouge	70836
237	LA	Mall of Louisiana	Sarah Fuels, Inc.	Mohammad Hanif	832-607-6454	6401 Bluebonnet Blvd.	Baton Rouge	70836
238	LA	Mall of Louisiana	Sarah Fuels, Inc.	Mohammad Hanif	832-607-6454	6401 Bluebonnet Blvd.	Baton Rouge	70836
239	LA	Oakwood Mall	Sarah Fuels, Inc.	Mohammad Hanif	832-607-6454	197 Westbank Expy	Gretna	70053
240	LA	Oakwood Mall	Sarah Fuels, Inc.	Mohammad Hanif	832-607-6454	197 Westbank Expy	Gretna	70053
241	LA	Oakwood Mall	Sarah Fuels, Inc.	Mohammad Hanif	832-607-6454	197 Westbank Expy	Gretna	70053
242	LA	Pecanland Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	4700 Millhaven Road	Monroe	71203
243	LA	Pecanland Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	4700 Millhaven Road	Monroe	71203
244	LA	Pecanland Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	4700 Millhaven Road	Monroe	71203
245	LA	Pecanland Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	4700 Millhaven Road	Monroe	71203
246	MA	Cape Cod Mall	Cellia Mobile, LLC	Khalig Isgandarov	646-226-5339	769 Lyannough Road	Hyannis	02601
247	MA	Emerald Square Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	999 S. Washington St.	North Attleboro	02760
248	MA	Holyoke Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	50 Holyoke Street	Holyoke	01040
249	MA	Independence Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	101 Independence Mall Way	Kingston	02364
250	MA	Natick Collection	Walsh & Abrantes, LLC	Eric Walsh	904-625-3584	1245 Worcester Road	Natick	01760
251	MA	Natick Collection	Walsh & Abrantes, LLC	Eric Walsh	904-625-3584	1245 Worcester Road	Natick	01760
252	MA	Natick Collection+	Walsh & Abrantes, LLC	Eric Walsh	904-625-3584	1245 Worcester Road	Natick	01760
253	MA	Silver City	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	2 Galleria Mall Dr.	Taunton	02780
254	MD	Annapolis Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	2002 Annapolis Mall	Annapolis	21401
255	MD	Annapolis Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	2002 Annapolis Mall	Annapolis	21401

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
256	MD	Centre at Salisbury	Ozcan Tayanc	Ozcan Tayanc	757-685-6666	2300 N. Salisbury Blvd.	Salisbury	21801
257	MD	Francis Scott Key	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	5500 Buckeystown Pike	Frederick	21703
258	MD	Lake Forest Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	701 Russell Ave.	Gaithersburg	20877
259	MD	Lake Forest Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	701 Russell Ave.	Gaithersburg	20877
260	MD	Mall at Princes George	OEM Consulting, Inc.	Chris Whipple	702-400-4374	3500 East West Highway	Hyattsville	20782
261	MD	Mall in Columbia	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	10300 Little Patuxent Pkwy	Columbia	21044
262	MD	Mall in Columbia	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	10300 Little Patuxent Pkwy	Columbia	21044
263	MD	Marley Station Mall	Aliza Corporation	Syed Askri	443-867-7571	7900 Ritchie Hwy	Glen Burnie	21061
264	MD	Mondawmin Mall	MKIS Enterprises, LLC	Michael Kissi-Antwi	240-289-3027	2401 Liberty Heights Ave.	Baltimore	21215
265	MD	Montgomery Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	7101 Democracy Blvd.	Bethesda	20817
266	MD	Montgomery Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	7101 Democracy Blvd.	Bethesda	20817
267	MD	Montgomery Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	7101 Democracy Blvd.	Bethesda	20817
268	MD	St. Charles Towne Center	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	11110 Mall Cir.	Waldorf	20603
269	MD	Towson Town Center	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	825 Dulaney Valley Rd.	Towson	21204
270	MD	Towson Town Center	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	825 Dulaney Valley Rd.	Towson	21204
271	MD	Valley Mall	Gudurga Wireless, LLC	Bobby Sudan	301-917-5221	17301 Valley Mall Road	Hagerstown	21740
272	MD	Valley Mall	Gudurga Wireless, LLC	Bobby Sudan	301-917-5221	17301 Valley Mall Road	Hagerstown	21740
273	MD	Wheaton Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	11150 Veirs Mill Rd.	Wheaton	20902
274	MD	Wheaton Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	11150 Veirs Mill Rd.	Wheaton	20902
275	MD	White Marsh Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	8200 Perry Hall Blvd.	Baltimore	21236
276	ME	The Maine Mall	Walsh & Abrantes, LLC	Eric Walsh	904-625-3584	364 Maine Mall Road	Portland	04106
277	ME	The Maine Mall	Walsh & Abrantes, LLC	Eric Walsh	904-625-3584	364 Maine Mall Road	Portland	04106
278	MI	Fairlane Town Center	Celleries Michigan, LLC	Irfan Owais	313-522-0176	18900 Michigan Ave.	Dearborn	48126
279	MI	Fairlane Town Center	Celleries Michigan, LLC	Irfan Owais	313-522-0176	18900 Michigan Ave.	Dearborn	48126
280	MI	Fashion Square Mall	ABH Ohio, LLC	Golam Rahman	614-886-1520	4787 Fashion Square Mall	Saginaw	48604
281	MI	Fashion Square Mall	ABH Ohio, LLC	Golam Rahman	614-886-1520	4787 Fashion Square Mall	Saginaw	48604
282	MI	Grand Traverse Mall	Kristin Fox	Kristen Fox	231-342-2815	3200 S. Airport Rd. W.	Traverse City	49684
283	MI	Great Lakes Crossing	Owali Hossain	Owali Hossain	614-284-0858	4000 Baldwin Road	Auburn	48326
284	MI	Great Lakes Crossing	Owali Hossain	Owali Hossain	614-284-0858	4000 Baldwin Road	Auburn	48326

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
285	MI	Lakeside Mall	Sunshine Wireless, Inc.	Mintu Kundu	708-439-2427	14000 Lakeside Cir.	Sterling Heights	48313
286	MI	Oakland Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	412 W. 14 Mile Rd.	Troy	48033
287	MI	Rivertown Crossings**	CP & LL, Inc.	Chris Patrick	816-786-9556	3700 Rivertown Parkway	Grandville	49418
288	MI	RiverTown Crossings**	CP & LL, Inc.	Chris Patrick	816-786-9556	3700 Rivertown Parkway	Grandville	49418
289	MI	Southland Center Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	23000 Eureka Rd.	Taylor	48180
290	MI	The Crossroads Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	6650 S. Westnedge Ave	Portage	49024
291	MI	The Mall at Partridge Creek*+	Global Cellular, Inc.	Global Cellular	678-513-4020	17420 Hall Road	Clinton Township	48038
292	MI	Twelve Oaks Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	27500 Novi Road	Novi	48377
293	MI	Twelve Oaks Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	27500 Novi Road	Novi	48377
294	MI	Woodland Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	3195 Twenty Eighth St. SE	Grand Rapids	49512
295	MN	Apache Mall**	Cassiopia Patrick	Chris Patrick	816-786-9556	Hwy 52 S. & 14 E.	Rochester	55902
296	MN	Burnsville Center	Shahed Sadique	Shahed Shadique	818-209-6520	1178 Burnsville Center	Burnsville	55306
297	MN	Burnsville Center	Shahed Sadique	Shahed Shadique	818-209-6520	1178 Burnsville Center	Burnsville	55306
298	MN	Crossroads Center**	CP & LL, Inc.	Chris Patrick	816-786-9556	4101 W. Division St.	St. Cloud	56301
299	MN	Eden Prairie	Mohammed Anowar	Shumon Anowar	612-636-6121	8251 Flying Cloud Dr.	Eden Prairie	55344
300	MN	Mall of America	Jai Ganesh, LLC	Nabin Shrestha	952-250-9143	60 E. Broadway	Bloomington	55425
301	MN	Mall of America	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	60 E. Broadway	Bloomington	55425
302	MN	Mall of America	SK Electro, LLC	Shaikh (Rubel) Farid	209-221-5789	60 E. Broadway	Bloomington	55425
303	MN	Miller Hill Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	1600 Miller Trunk Hwy	Duluth	55811
304	MN	Northtown mall	Shahed Sadique	Shahed Shadique	818-209-6520	398 Northtown Dr.	Blaine	55434
305	MN	Ridgedale Center	Phong Truong	Phong Truong	651-442-7025	12401 Wayzata Blvd.	Minnetonka	55305
306	MN	River Hills Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	1850 Adams St.	Mankato	56001
307	MN	Rosedale Mall	Shahed Sadqiue	Shahed Shadique	818-209-6520	10 Rosedale Shopping Center	Roseville	55113
308	MN	Rosedale Mall	Shahed Sadqiue	Shahed Shadique	818-209-6520	10 Rosedale Shopping Center	Roseville	55113
309	MO	Battlefield Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	2825 S. Glenstone Ave.	Springfield	65804
310	MO	Capital Mall	Yunis Aliyev	Yunus Ali	573-289-6095	3600 Country Club Dr.	Jefferson	65109
311	MO	Chesterfield Mall	Wali Ahmed	Wali Ahmed	404-274-1118	291 Chesterfield Mall	Chesterfield	63017
312	MO	Chesterfield Mall	Wali Ahmed	Wali Ahmed	404-274-1118	291 Chesterfield Mall	Chesterfield	63017
313	MO	Independence Center Mall	Wali Ahmed	Wali Ahmed	404-274-1118	2035 Independence center Dr.	Independence	64057
314	MO	Mid Rivers Mall	Wali Ahmed	Wali Ahmed	404-274-1118	1600 Mid Rivers Mall	St. Peters	63376

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
315	MO	Mid Rivers Mall	Wali Ahmed	Wali Ahmed	404-274-1118	1600 Mid Rivers Mall	Saint Peters	63376
316	MO	North Park Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	101 N. Rangeline Rd.	Joplin	64801
317	MO	Prestige Outlets of Chesterfield+	Todoni, LLC	Todd Sutton	321-917-7885	16695 North Outer Forty Road	Chesterfield	63005
318	MO	South County Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	18 South County Center Way	St. Louis	63129
319	MO	South County Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	18 South County Center Way	St. Louis	63129
320	MO	St. Louis Galleria	Wali Ahmed	Wali Ahmed	404-274-1118	1155 St. Louis Galleria	St. Louis	63117
321	MO	St. Louis Galleria	Wali Ahmed	Wali Ahmed	404-274-1118	1155 St. Louis Galleria	St. Louis	63117
322	MO	St. Louis Mills	Wali Ahmed	Wali Ahmed	404-274-1118	5555 St. Louis Mills Blvd.	Hazlewood	63042
323	MO	St. Louis Mills	Wali Ahmed	Wali Ahmed	404-274-1118	5555 St. Louis Mills Blvd.	Hazlewood	63042
324	MO	West County	Wali Ahmed	Wali Ahmed	404-274-1118	80 W. County Center	St. Louis	63131
325	MO	West County	Wali Ahmed	Wali Ahmed	404-274-1118	80 W. County Center	St. Louis	63131
326	MS	Barnes Crossing	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	1001 Barnes Crossing Rd.	Tupelo	38804
327	MT	Holiday Village Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	1200 10th Ave. South	Great Falls	59405
328	MT	Rimrock Mall	David & Dustan Costine	David Costine	254-624-3282	300 S. 24th St. W	Billings	59102
329	MT	SouthGate Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	2901 Brooks Street	Missoula	59801
330	NC	Asheville Mall	C-ROB, Inc.	Chad Robbins	704-241-0660	3 South Tunnel Road	Asheville	28805
331	NC	Asheville Mall	C-ROB, Inc.	Chad Robbins	704-241-0660	3 South Tunnel Road	Asheville	28805
332	NC	Carolina Place	C-ROB, Inc.	Chad Robbins	704-241-0660	11025 Carolina Place Pkwy	Pineville	28134
333	NC	Carolina Place	C-ROB, Inc.	Chad Robbins	704-241-0660	11025 Carolina Place Pkwy	Pineville	28134
334	NC	Cary Town Center	Exclusive Accessories, Inc	David Curri	321-223-2570	1105 Walnut St. Ste 200	Cary	27511
335	NC	Cross Creek	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	419 Cross Creek Mall	Fayetteville	28303
336	NC	Cross Creek	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	419 Cross Creek Mall	Fayetteville	28303
337	NC	Hanes Mall	Omer Hasirci	Omer Hasirci	910-670-3481	3320 Silas Creek Pkwy	Winston-Salem	27103
338	NC	Jacksonville Mall	Wireless Direct, Inc	Corrie Borde	321-961-5930	375 Jacksonville Mall	Jacksonville	28546
339	NC	North Gate Mall	Exclusive Accessories, Inc	David Curri	321-223-2570	1058 W. Club Blvd.	Durham	27701
340	NC	Southpark Mall	Cellectronix, LLC	Alper Akcay	862-485-8238	4400 Sharon Rd	Charlotte	28211
341	NC	Streets at Southpoint	Exclusive Accessories, Inc	David Curri	321-223-2570	6910 Fayetteville Rd.	Durham	27713
342	NC	Streets at Southpoint	Exclusive Accessories, Inc	David Curri	321-223-2570	6910 Fayetteville Rd.	Durham	27713

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
343	NC	Triangle Town Center	YC Wireless, LLC	Alex Brown	336-428-7175	5959 Triangle Town Blvd.	Raleigh	27616
344	NC	Valley Hills Mall	C-ROB, Inc.	Chad Robbins	704-241-0660	1960 Hwy 70 SE	Hickory	28602
345	NC	Valley Hills Mall	C-ROB, Inc.	Chad Robbins	704-241-0660	1960 Hwy 70 SE	Hickory	28602
346	ND	Columbia Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	2800 Columbia Road	Grand Forks	58201
347	ND	Columbia Mall+	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	2800 Columbia Road	Grand Forks	58201
348	ND	Kirkwood Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	706 Kirkwood Mall	Bismarck	58504
349	ND	West Acres Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	3902 13th Ave. South	Fargo	58103
350	NE	Gateway Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	#5 Gateway	Lincoln	68505
351	NE	Oakview Mall	Gulnaz, LLC	Sam Daudani	405-210-5249	3001 S. 144th St.	Omaha	68144
352	NE	Westroads mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	10000 California St	Omaha	68114
353	NH	Fox Run Mall	Cellia Mobile, LLC	Khalig Isgandarov	646-226-5339	50 Fox Run Road	Newington	03801
354	NH	Pheasant Lane Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	310 Daniel Webster Highway	Nashua	03060
355	NH	The Mall at Rockingham Park	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	99 Rockingham Park Blvd.	Salem	03079
356	NH	The Mall of New Hampshire	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	1500 South Willow Street	Manchester	03103
357	NJ	Brunswick Square Mall	CELL-ING Everything, LLC	Alireza Kashfipor	443-838-4358	755 State Route 18	East Brunswick	08816
358	NJ	Cherry Hill	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	2000 Rt. 38	Cherry Hill	08002
359	NJ	Cherry Hill	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	2000 Rt. 38	Cherry Hill	08002
360	NJ	Deptford Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	1750 Deptford Center Road	Deptford	08096
361	NJ	Deptford Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	1750 Deptford Center Road	Deptford	08096
362	NJ	Freehold Raceway Mall	Cellutopia, inc.	Meniem Naiem	678-733-3470	3710 Route 9	Freehold	07728
363	NJ	Freehold Raceway Mall	Cellutopia, inc.	Meniem Naiem	678-733-3470	3710 Route 9	Freehold	07728
364	NJ	Jersey Gardens	Alireza Kashfipour	Alireza Kashfipor	443-838-4358	651 Kapkowski Road	Elizabeth	07201
365	NJ	Livingston Mall	CELL-ING Everything, LLC	Alireza Kashfipor	443-838-4358	112 Eisenhower Pkwy	Livingston	07039
366	NJ	Menlo Park	CELL-ING Everything, LLC	Alireza Kashfipor	443-838-4358	100 Menlo Park, Ste. 500	Edison	08837
367	NJ	Moorestown Mall	Cell Phone Mania, LLC; Martin Barak, Mohammad Bangash	Oz Aharon	347-251-3745	400 Route 38	Moorestown	08057
368	NJ	Newport Center	CELL-ING Everything, LLC	Alireza Kashfipor	443-838-4358	30 Mall Dr. W.	Jersey City	07310
369	NJ	Ocean County Mall	CELL-ING Everything, LLC	Alireza Kashfipor	443-838-4358	1201 Hooper Ave.	Toms River	08753
370	NJ	Quaker Bridge Mall	Cellia Mobile, LLC	Khalig Isgandarov	646-226-5339	150 Quaker Bridge Mall	Lawrence Township	08648
371	NJ	The Pier Shops at Cesars+	Fashion Accessories of Atlantic City, Inc.	Mobin Rasheed	678-463-6126	One Atlantic Ocean	Atlantic City	08401
372	NM	Cottonwood Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	10000 Coors Blvd. Byp NW	Alameda	87114

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
373	NM	Mesilla Valley Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	700 South Telshor	Las Cruces	88011
374	NV	Boulevard Mall	Wells & Wells, LLC	Jonathan Wells	203-830-9700	3528 S. Maryland Pkwy	Las Vegas	89169
375	NV	Fashion Show Mall	Wells & Wells, LLC	Jonathan Wells	203-830-9700	3200 Las Vegas Blvd. South	Las Vegas	89109
376	NV	Fashion Show Mall	Wells & Wells, LLC	Jonathan Wells	203-830-9700	3200 Las Vegas Blvd. South	Las Vegas	89109
377	NV	Fashion Show Mall	Cell Phone Mania, LLC & Bedrock Retail LLC	Oz Aharon	347-251-3745	3200 Las Vegas Blvd. South	Las Vegas	89109
378	NV	Harmon Corner (The Cosmopolitan)	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	3717 S. Las Vegas Blvd.	Las Vegas	89109
379	NV	Meadowood Mall*	Winward, LLC	James Griffin	256-457-1604	5000 Meadowood Mall Cir., Ste 1	Reno	89502
380	NV	Meadows Mall	Wells & Wells, LLC	Jonathan Wells	203-830-9700	4300 Meadows Ln.	Las Vegas	89107
381	NV	Meadows Mall	Wells & Wells, LLC	Jonathan Wells	203-830-9700	4300 Meadows Ln.	Las Vegas	89107
382	NV	The Venetian Las Vegas	Bedrock Retail, LLC; Cell Phone Mania, LLC	Boaz Cymbalista	702-526-7370	3377 Las Vegas Blvd S	Las Vegas	89109
383	NV	The Venetian Las Vegas	Bedrock Retail, LLC; Cell Phone Mania, LLC	Boaz Cymbalista	702-526-7370	3377 Las Vegas Blvd S	Las Vegas	89109
384	NY	Avaition Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	578 Aviation Road	Queensbury	12804
385	NY	Caroussal Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	9090 Carousel Center Drive	Syracuse	13290
386	NY	Colonie Mall	VSPS Enterprises LLC	Prakash Punjabi	314-583-1862	131 Colonie Center	Albany	12205
387	NY	Colonie Mall	VSPS Enterprises LLC	Prakash Punjabi	314-583-1862	131 Colonie Center	Albany	12205
388	NY	Crossgate Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	1 Crossgates Mall Road	Albany	12203
389	NY	Eastview Mall	Kazi Enterprises, Inc.	Kazi Rahman	614-822-9486	7979 Pittsford-Victor Road (Route 96)	Victor	14564
390	NY	Eastview Mall	Kazi Enterprises, Inc.	Kazi Rahman	614-822-9486	7979 Pittsford-Victor Road (Route 96)	Victor	14564
391	NY	Galleria at Crystal Run Mall	Elnur Sadullayev	Elnur Sadullayev	617-953-2584	1 North Galleria Drive	Middleton	10941
392	NY	Great Northern Mall	Dan Dufour	Dan DuFour	315-668-6581	4155 State Route 31	Clay	13041
393	NY	Jefferson Valley Mall	Alireza Kashfipour	Alireza Kashfipor	443-838-4358	650 Lee Blvd.	Yorktown	10598
394	NY	Niagra Falls	GMD Silver, Inc.	Golam Rahman	614-886-1520	1900 Military Road	Niagara Falls	14304
395	NY	Niagra Falls	GMD Silver, Inc.	Golam Rahman	614-886-1520	1900 Military Road	Niagara Falls	14304
396	NY	Queens Center Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	90-15 Queens Blvd.	Elmhurst	11373
397	NY	Queens Center Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	90-15 Queens Blvd.	Elmhurst	11373
398	NY	Queens Center Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	90-15 Queens Blvd.	Elmhurst	11373
399	NY	Roosevelt Field Mall	CELL-ING Everything, LLC	Alireza Kashfipor	443-838-4358	630 Old County Rd.	Garden City	11530
400	NY	Rotterdam Square Mall	Simi Nebu	Simi Nebu	518-986-0944	93 West Campbell Road	Schenectady	12306
401	NY	Sangertown Mall	MA Communication,	Meraj Mitha	903-574-1357	Routes 5 & 5A	New Hartford	13413

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
			LLC					
402	NY	Smith Haven Mall	Alireza Kashfipour	Alireza Kashfipor	443-838-4358	313 Smith Haven Road	Lake Grove	11755
403	NY	Staten Island Mall	Cellia Mobile, LLC	Khalig Isgandarov	646-226-5339	2655 Richmond Ave.	Staten Island	10314
404	NY	Staten Island Mall	Cellia Mobile, LLC	Khalig Isgandarov	646-226-5339	2655 Richmond Ave.	Staten Island	10314
405	NY	Staten Island Mall	Khalig Isandarov	Khalig Isgandarov	646-226-5339	2655 Richmond Ave.	Staten Island	10314
406	NY	Staten Island Mall	Khalig Isandarov	Khalig Isgandarov	646-226-5339	2655 Richmond Ave.	Staten Island	10314
407	NY	Staten Island Mall*+	Global Cellular, Inc.	Global Cellular	678-513-4020	2655 Richmond Ave.	Staten Island	10314
408	NY	The Mall at Greece Ridge	Kazi Enterprises, Inc.	Kazi Rahman	614-822-9486	271 Greece Ridge Center Drive	Rochester	14626
409	NY	The Mall at Greece Ridge	Kazi Enterprises, Inc.	Kazi Rahman	614-822-9486	271 Greece Ridge Center Drive	Rochester	14626
410	NY	The Marketplace Mall	Kazi Enterprises, Inc.	Kazi Rahman	614-822-9486	1 Miracle Mile Drive	Rochester	14623
411	NY	The Marketplace Mall	Kazi Enterprises, Inc.	Kazi Rahman	614-822-9486	1 Miracle Mile Drive	Rochester	14623
412	NY	Walt Whitman Mall	Alireza Kashfipour	Alireza Kashfipor	443-838-4358	160 Walt Whitman Road	Dix Hills	11746
413	NY	Wilton Mall	HAQ Accessories, Inc.	Sharif Haq	518-852-2401	3065 Route 50	Saratoga Springs	12866
414	OH	Beachwood Place	Mario R. Shy	Mario Shy	216-254-6855	26300 Cedar Rd.	Beachwood	44122
415	OH	Belden Village Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	4230 Belden Village Mall	Canton	44718
416	OH	Belden Village Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	4230 Belden Village Mall	Canton	44718
417	OH	Chapel Hill	Mohammad Nur Alam	Salim Alam	567-242-8442	2000 Brittain Rd.	Akron	44310
418	OH	Dayton Mall	Dreamz Enterprise, LLC	Tahir Raja	937-371-2980	2700 Miamisburg-Centerville Rd.	Centerville	45459
419	OH	Eastland Mall	Cellairis of Georgia, Inc.	Fazal Ellahi	404-422-0149	2740 B Eastland Mall	Columbus	43232
420	OH	Easton Town Center	Fazal Ellahi	Fazal Ellahi	404-422-0149	160 Easton Town Center	Columbus	43219
421	OH	Fairfield Commons	Munir Hussain	Munir Hussain	937-581-4053	2727 Fairfield Commons	Beaver Creek	45431
422	OH	Franklin Park Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	5001 Monroe St.	Toledo	43623
423	OH	Franklin Park Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	5001 Monroe St.	Toledo	43623
424	OH	Great Lakes Mall	Cellairis Gwinnett, Inc.	Fazal Ellahi	404-422-0149	7850 Mentor Ave.	Mentor	44060
425	OH	Great Northern Mall	Nickaren, LLC	Salim Alam	567-242-8442	4954 Great Northern Mall	North Olmstead	44070
426	OH	Kenwood Mall	Khandakar Shah Alam	Khandakar Alam	585-281-5414	7875 Montgomery Road	Cincinnati	45236
427	OH	Kenwood Mall	Khandakar Shah Alam	Khandakar Alam	585-281-5414	7875 Montgomery Road	Cincinnati	45236
428	OH	New Town Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	400 Mill Ave. SE	New Phila	44663
429	OH	Polaris Mall	Cellairis of Georgia, Inc.	Fazal Ellahi	404-422-0149	1500 Polaris Pkwy	Colombus	43240
430	OH	Southpark Mall*	Global Cellular, Inc.	Global Cellular	678-513-4020	500 Southpark Center	Strongsville	44136

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
431	OH	Tri-County Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	11700 Princeton Pike	Cincinnati	45246
432	OH	Tuttle Crossings Mall	Ruhul Amin	Raj Rahul	513-884-3153	5043 Tuttle Crossing Blvd.	Dublin	43016
433	OK	Central Mall - Lawton	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	100 Central Mall	Lawton	73501
434	OK	Quail Springs Mall	Jawaria Nauman	Jawaria Nauman	405-305-9944	2501 West Memorial Road	Oklahoma City	73134
435	OK	Quail Springs Mall	Jawaria Nauman	Jawaria Nauman	405-305-9944	2501 West Memorial Road	Oklahoma City	73134
436	OK	Quail Springs Mall	Jawaria Nauman	Jawaria Nauman	405-305-9944	2501 West Memorial Road	Oklahoma City	73134
437	OK	Quail Springs Mall	Jawaria Nauman	Jawaria Nauman	405-305-9944	2501 West Memorial Road	Oklahoma City	73134
438	OK	Sooner Mall	Jawaria Nauman	Jawaria Nauman	405-305-9944	3301 West Main Street	Norman	73072
439	OK	Sooner Mall	Jawaria Nauman	Jawaria Nauman	405-305-9944	3301 West Main Street	Norman	73072
440	OK	Sooner Mall	Jawaria Nauman	Jawaria Nauman	405-305-9944	3301 West Main Street	Norman	73072
441	OK	Tulsa Promenade	Stephanie Ahmed	Stephanie Ahmed	918-850-8659	4107 S. Yale Ave.	Tulsa	74135
442	OK	Woodland Hills Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	7021 S. Memorial Drive	Tulsa	74133
443	OR	Clackamas Mall	H&H Mobile, Inc.	Theodore Hoopes	503-410-0619	12000 Se 82Nd Ave.	Portland	97086
444	OR	Clackamas Mall	H&H Mobile, Inc.	Theodore Hoopes	503-410-0619	12000 Se 82Nd Ave.	Portland	97086
445	OR	Gateway Mall	Mobile Mania, LLC	Ryan Spath	904-517-6523	3000 Gateway Street	Springfield	97477
446	OR	Lloyd Center	H&H Mobile, Inc.	Theodore Hoopes	503-410-0619	2201 Lloyd Center	Portland	97232
447	OR	Pioneer Mall	Mobile Mania, LLC	Ryan Spath	904-517-6523	700 Sw Fifth Ave.	Portland	97204
448	OR	Rogue Valley Mall	Mobile Mania, LLC	Ryan Spath	904-517-6523	1600 North Riverside Ave.	Medford	97501
449	OR	Valley River Center	Mobile Mania, LLC	Ryan Spath	904-517-6523	293 River Center	Eugene	97401
450	OR	Washington Square Mall	Mobile Mania, LLC	Ryan Spath	904-517-6523	9585 SW Washington Square Rd.	Portland	97223
451	PA	Granite Run Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	1067 W. Balitmore Pike	Media	19063
452	PA	Logan Valley Mall	Zeeshan Sheikh	Zeeshan (Shawn) Sheikh	540-409-1462	5580 Goods Lane	Altoona	16602
453	PA	Neshaminy Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	707 Neshaminy Mall	Bensalem	19020
454	PA	Neshaminy Mall	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	707 Neshaminy Mall	Bensalem	19020
455	PA	Park City Mall	OZ Industries, Inc	Oz Aharon	347-251-3745	142 Park City Center	Lancaster	17601
456	PA	Park City Mall	OZ Industries, Inc	Oz Aharon	347-251-3745	142 Park City Center	Lancaster	17601
457	PA	South Mall	Mily Way Trade, LLC	Mustafa Sencan	484-707-5194	3330 Lehigh Street	Allentown	18103
458	PA	The Gallery at Market East	Cell Phone Mania, LLC; Martin Barak, Mohammad Bangash	Oz Aharon	347-251-3745	9th & Market Sreets	Philadelphia	19107

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
459	PA	The Gallery at Market East	Cell Phone Mania, LLC; Martin Barak, Mohammad Bangash	Oz Aharon	347-251-3745	9th & Market Sreets	Philadelphia	19107
460	PA	Willow Grove	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	2500 W Moreland Road	Willow Grove	19090
461	PA	Willow Grove	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	2500 W Moreland Road	Willow Grove	19090
462	PA	Willow Grove	Cell Phone Mania, LLC; Martin Barak, Mohammad Bangash	Oz Aharon	347-251-3745	2500 W Moreland Road	Willow Grove	19090
463	RI	Providence Place	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	1 Providence Place	Providence	02903
464	RI	Providence Place	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	1 Providence Place	Providence	02903
465	RI	Providence Place Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	1 Providence Place	Providence	02903
466	RI	Warwick Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	400 Bald Hill Road	Warwick	02886
467	SC	Anderson Mall	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	3131 North Main Street	Anderson	29621
468	SC	Citadel Mall	Exclusive Accessories, Inc	David Curri	321-223-2570	2070 Sam Rittenberg Blvd	Charleston	29407
469	SC	Columbiana Centere	Joynal Abedin	Joynal Abedin	404-273-2563	100 Columbiana Centre	Columbia	29212
470	SC	Haywood Mall	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	700 Haywood Rd.	Greenville	29607
471	SC	Northwoods Mall	Exclusive Accessories, Inc	David Curri	321-223-2570	2150 Northwoods Blvd	N Charleston	29406
472	SC	Northwoods Mall	Exclusive Accessories, Inc	David Curri	321-223-2570	2150 Northwoods Blvd	N Charleston	29406
473	SC	Rock Hill Galleria	Joynal Abedin	Joynal Abedin	404-273-2563	2301 Dave Lyle Blvd.	Rock Hill	29730
474	SC	WestGate Mall	Todoni, LLC	Todd Sutton	321-917-7885	205 W. Blackstock Road	Spartanburg	29301
475	SD	Rushmore Mall	David & Dustan Costine	David Costine	254-624-3282	2200 N. Maple Ave.	Rapid City	57701
476	TN	CoolSprings Galleria	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	1800 Galleria Blvd.	Franklin	37067
477	TN	Hamilton Place*	Global Cellular, Inc.	Global Cellular	678-513-4020	2100 Hamilton Place Blvd.	Chattanooga	37421
478	TN	Oak Court Mall	Lee Distributing, LLC	Chris Lee	901-428-8413	4465 Poplar Ave.	Memphis	38117
479	TN	Old Hickory	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	2021 N. Hoghland Ave.	Jackson	38305
480	TN	Opry Mills Mall	Cell Phone Mania, LLC	Oz Aharon	347-251-3745	433 Opry Mills Drive	Nashville	37214
481	TN	RiverGate Mall	GMD Silver, Inc.; Buckeye Benglas, LLC	Golam Rahman	614-886-1520	1000 Rivergate Parkway	Goodlettsville	37072
482	TN	Stone River Mall	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	1720 Old Fort Parkway	Murfreesboro	37129
483	TN	The Mall at Green Hills	Tonoy, LLC	Owali Hossain	614-284-0858	2126 Abbott Martin Road	Nashville	37215
484	TN	The Mall at Johnson City	Runyon Enterprises, LLC	Connie Runyon	276-345-1086	2011 N. Roan St.	Johnson City	37601
485	TN	Wolfchase Galleria	Spectrum Accessories, Inc.	Lance Jeffreys	256-837-0670	2760 Germantown Pkwy	Memphis	38133
486	TX	Barton Creek	SMKL Enterprises, Inc.	Suresh Kandel	817-592-3582	2901 S. Capital of Texas Hwy	Austin	78746

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
487	TX	Barton Creek	SMKL Enterprises, Inc.	Suresh Kandel	817-592-3582	2901 S. Capital of Texas Hwy	Austin	78746
488	TX	Baybrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	500 Baybrook Mall	Friendship	77546
489	TX	Baybrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	500 Baybrook Mall	Friendship	77546
490	TX	Baybrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	500 Baybrook Mall	Friendship	77546
491	TX	Baybrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	500 Baybrook Mall	Friendship	77546
492	TX	Central Mall - Texarkana	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	2400 Richmond Road	Texarkana	75503
493	TX	Central Mall - Texarkana	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	2400 Richmond Road	Texarkana	75503
494	TX	Cielo Vista	Hakim S. Maredia	Hakim Maredia	512-767-8783	8401 Gateway Blvd. W.	El Paso	79925
495	TX	Collin Creek Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	811 North Central Expressway	Plano	75075
496	TX	Collin Creek Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	811 North Central Expressway	Plano	75075
497	TX	Collin Creek Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	811 North Central Expressway	Plano	75075
498	TX	Deerbrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	20131 Highway 59 N	Humble	77338
499	TX	Deerbrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	20131 Highway 59 N	Humble	77338
500	TX	Deerbrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	20131 Highway 59 N	Humble	77338
501	TX	First Colony Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	16535 Southwest Fwy	Sugar Land	77479
502	TX	First Colony Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	16535 Southwest Fwy	Sugar Land	77479
503	TX	First Colony Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	16535 Southwest Fwy	Sugar Land	77479
504	TX	Grapevine Mills	Gulnaz, LLC	Sam Daudani	405-210-5249	3000 Grapevine Mills Pkwy	Grapevine	76051
505	TX	Grapevine Mills	Gulnaz, LLC	Sam Daudani	405-210-5249	3000 Grapevine Mills Pkwy	Grapevine	76051
506	TX	Grapevine Mills	Gulnaz, LLC	Sam Daudani	405-210-5249	3000 Grapevine Mills Pkwy	Grapevine	76051
507	TX	Hulen Mall	MARJAY Enterprises, LLC	Mark Cohen	561-704-2358	4800 S Hulen Street	Fort Worth	76132
508	TX	Hulen Mall	MARJAY Enterprises, LLC	Mark Cohen	561-704-2358	4800 S Hulen Street	Fort Worth	76132
509	TX	Ingram Park	Cellaura Communications, Inc.	Aziz Mitha	903-330-3082	6301 NW Loop 410	San Antonio	78238
510	TX	Katy Mills	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	5000 Katy Mills Circle	Katy	77494
511	TX	Katy Mills	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	5000 Katy Mills Circle	Katy	77494
512	TX	Katy Mills	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	5000 Katy Mills Circle	Katy	77494
513	TX	Kileen Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	2100 S. WS Young Drive	Killeen	76543
514	TX	La Palmera Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	5488 South Padre Island Drive	Corpus Christi	78411

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
515	TX	La Palmera Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	5488 South Padre Island Drive	Corpus Christi	78411
516	TX	Lakeline Mall	Kandel Enterprises, Inc.	Suresh Kandel	817-592-3582	11200 Lakeline Mall Drive	Cedar Park	78613
517	TX	Lakeline Mall	Kandel Enterprises, Inc.	Suresh Kandel	817-592-3582	11200 Lakeline Mall Drive	Cedar Park	78613
518	TX	Lakeline Mall+	Kandel Enterprises, Inc.	Suresh Kandel	817-592-3582	11200 Lakeline Mall Drive	Cedar Park	78613
519	TX	Lufkin Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	4600 South Medford Drive	Lufkin	75901
520	TX	Mall of Abilene	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	4310 Buffalo Gap Road	Abilene	79606
521	TX	Mall of Abilene	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	4310 Buffalo Gap Road	Abilene	79606
522	TX	Northstar Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	7400 San Pedro	San Antonio	78216
523	TX	Northstar Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	7400 San Pedro	San Antonio	78216
524	TX	Northstar Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	7400 San Pedro	San Antonio	78216
525	TX	Parkdale Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	6175 Eastex Freeway	Beaumont	77706
526	TX	Parks at Arlington Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	3811 South Cooper Street	Arlington	76015
527	TX	Parks at Arlington Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	3811 South Cooper Street	Arlington	76015
528	TX	Parks at Arlington Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	3811 South Cooper Street	Arlington	76015
529	TX	Parks at Arlington Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	3811 South Cooper Street	Arlington	76015
530	TX	Richland Mall	Hum Communications, Inc.	Sammy Surani	254-723-1962	6001 W Waco Drive	Waco	76710
531	TX	Ridgmar Mall	Kandel Enterprises, Inc.	Suresh Kandel	817-592-3582	1888 Green Oaks Rd.	Forth Worth	76116
532	TX	Ridgmar Mall	Kandel Enterprises, Inc.	Suresh Kandel	817-592-3582	1888 Green Oaks Rd.	Forth Worth	76116
533	TX	Rolling Oaks Mall	Cellaura Communications, Inc.	Aziz Mitha	903-330-3082	6909 N. Loop 1604 E.	San Antonio	78247
534	TX	Shops at La Cantera	MA Communication, LLC	Meraj Mitha	903-574-1357	15900 La Cantera Parkway	San Antonio	78256
535	TX	Shops at La Cantera	MA Communication, LLC	Meraj Mitha	903-574-1357	15900 La Cantera Parkway	San Antonio	78256
536	TX	Sikes Senter	Yagnesh R. Chauhan	Yagnesh Chauhan	630-808-2942	3111 Midwestern Parkway	Wichita Falls	76308
537	TX	Sikes Senter	Yagnesh R. Chauhan	Yagnesh Chauhan	630-808-2942	3111 Midwestern Parkway	Wichita Falls	76308
538	TX	South Plains Mall	David & Dustan Costine	David Costine	254-624-3282	6002 Slide Rd.	Lubbock	79414
539	TX	South Plains Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	6002 Slide Rd.	Lubbock	79414
540	TX	Stonebriar Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2601 Preston Road	Frisco	75034
541	TX	Stonebriar Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2601 Preston Road	Frisco	75034
542	TX	Stonebriar Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2601 Preston Road	Frisco	75034
543	TX	Stonebriar Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2601 Preston Road	Frisco	75034

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544	TX	Stonebriar Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2601 Preston Road	Frisco	75034
545	TX	Sunland Park	Hakim S. Maredia	Hakim Maredia	512-767-8783	750 Sunland Park Dr.	El Paso	79912
546	TX	Temple Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	3111 South 31st Street	Temple	76502
547	TX	Temple Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	3111 South 31st Street	Temple	76502
548	TX	The Woodlands Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	1201 Lake Woodlands Drive	The Woodlands	77380
549	TX	The Woodlands Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	1201 Lake Woodlands Drive	The Woodlands	77380
550	TX	The Woodlands Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	1201 Lake Woodlands Drive	The Woodlands	77380
551	TX	The Woodlands Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	1201 Lake Woodlands Drive	The Woodlands	77380
552	TX	Town East Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2063 Town East Mall	Mesquite	75150
553	TX	Town East Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2063 Town East Mall	Mesquite	75150
554	TX	Town East Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2063 Town East Mall	Mesquite	75150
555	TX	Town East Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2063 Town East Mall	Mesquite	75150
556	TX	Town East Mall	MA Communication, LLC	Meraj Mitha	903-574-1357	2063 Town East Mall	Mesquite	75150
557	TX	Victoria Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	7800 North Navarro	Victoria	77904
558	TX	Vista Ridge Mall	SMKL Enterprises, Inc.	Suresh Kandel	817-592-3582	2401 South Stemmons Freeway	Lewisville	75067
559	TX	Vista Ridge Mall	SMKL Enterprises, Inc.	Suresh Kandel	817-592-3582	2401 South Stemmons Freeway	Lewisville	75067
560	TX	Vista Ridge Mall	SMKL Enterprises, Inc.	Suresh Kandel	817-592-3582	2401 South Stemmons Freeway	Lewisville	75067
561	TX	Westgate Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	7701 West Int. 40 K-3	Amarillo	79121
562	TX	Westgate Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	7701 West Int. 40 K-3	Amarillo	79121
563	TX	Willow Bend Mall	Gulnaz, LLC	Sam Daudani	405-210-5249	6121 West Park Blvd.	Plano	75093
564	TX	Willowbend Mall*+	Global Cellular, Inc.	Global Cellular	678-513-4020	6121 West Park Blvd.	Plano	75093
565	TX	Willowbrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	2000 Willowbrook Mall	Houston	77070
566	TX	Willowbrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	2000 Willowbrook Mall	Houston	77070
567	TX	Willowbrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	2000 Willowbrook Mall	Houston	77070
568	TX	Willowbrook Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	2000 Willowbrook Mall	Houston	77070
569	UT	Red Cliffs Mall	CH. LLC INTL	Masood Chaudhry	517-980-6056	1770 East Red Cliffs Drive	St. George	84790

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570	UT	South Towne Center	GMD Silver, Inc.	Owali Hossain	614-284-0858	10450 S. State St.	Sandy	84070
571	UT	South Towne Mall	Tonoy, LLC	Owali Hossain	614-284-0858	10450 S. State St.	Sandy	84070
572	VA	Apple Blossom Mall	Shyam Bist	Shyam Bist	804-543-6534	1850 Apple Blossom Drive	Winchester	22601
573	VA	Charlottesville Fashion Square	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	1600 Rio Rd E	Charlottesville	22901
574	VA	Chesapeake Square	GMD Silver, Inc.	Golam Rahman	614-886-1520	4200 Portsmouth Blvd.	Chesapeake	23321
575	VA	Chesterfield Towne Center	Mohammad Azim	Mohammad Azim	937-825-3825	11500 Midlothian Turnpike	Richmond	23235
576	VA	Dulles Town Center	OEM Consulting, Inc.	Chris Whipple	702-400-4374	2110 Dulles Town Center	Dulles	20166
577	VA	Fair Oaks Mall	Kazi Enterprises, Inc.	Kazi Rahman	614-822-9486	11750 Fair Oaks Mall	Fairfax	22033
578	VA	Fair Oaks Mall*+	Global Cellular, Inc.	Global Cellular	678-513-4020	11750 Fair Oaks Mall	Fairfax	22033
579	VA	Greenbrier Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	1401 Greenbrier Parkway	Chesapeake	23320
580	VA	Lynnhaven Mall	RR of Virginia, Inc.	Muhammad Bhuiyan	937-670-9410	701 Lynnhaven Parkway	Virginia Bch	23452
581	VA	Lynnhaven Mall	RR of Virginia, Inc.	Muhammad Bhuiyan	937-670-9410	701 Lynnhaven Parkway	Virginia Bch	23452
582	VA	MacArthur Center	Mohammed A. Basher	Mohammed Basher	347-259-9217	300 Monticello Ave.	Norfolk	23510
583	VA	Potomac Mills	OZ Industries, Inc	Oz Aharon	347-251-3745	2700 Potomac Mills Cir.	Prince William	22192
584	VA	Potomac Mills	OZ Industries, Inc	Oz Aharon	347-251-3745	2700 Potomac Mills Cir.	Prince William	22192
585	VA	Potomac Mills	OZ Industries, Inc	Oz Aharon	347-251-3745	2700 Potomac Mills Cir.	Prince William	22192
586	VA	Tyson's Corner	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	1961 Chain Bridge Rd.	Mclean	22102
587	VA	Tyson's Corner	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	1961 Chain Bridge Rd.	Mclean	22102
588	VA	Virginia Center Commons	Wireless Bazaar LLC	Harmeet Taneja	240-491-2222	10101 Brook Road	Glen Allen	23059
589	WA	Alderwood Mall	Mobile Mania, LLC	Ryan Spath	904-517-6523	300 184th Street SW	Lynnwood	98037
590	WA	Alderwood Mall	Mobile Mania, LLC	Ryan Spath	904-517-6523	300 184th Street SW	Lynnwood	98037
591	WA	Bellevue Square+	AAA Wireless, LLC	Rafik Howlader	614-446-9700	575 Bellevue Square	Bellevue	98004
592	WA	Bellis Fair	Mobile Mania, LLC	Ryan Spath	904-517-6523	One Bellis Fair Parkway	Bellingham	98226
593	WA	Capital Mall	James Connor, David Curri	James Connor	321-508-5710	625 Black Lake Blvd.	Olympia	98502
594	WA	Columbia Center	Mobile Mania, LLC	Ryan Spath	904-517-6523	1321 N. Columbia Center Blvd.	Kennewick	99336
595	WA	NorthTown Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	4750 N Division	Spokane	99207
596	WA	Southcenter Mall	Ferdous Rahman	Ferdous Howlader	347-615-4862	2800 Southcenter Mall	Seattle	98188
597	WA	Southcenter Mall	Ferdous Rahman	Ferdous Howlader	347-615-4862	2800 Southcenter Mall	Seattle	98188

#	State	Mall Name	Franchisee	Contact Name	Contact #	Mall Address	City	Zip
598	WA	Southcenter Mall	Ferdous Rahman	Ferdous Howlader	347-615-4862	2800 Southcenter Mall	Seattle	98188
599	WA	Spokane Valley Mall	DKD Novelties of Texas, LLC.	David Costine	254-624-3282	14700 E Indiana Ave.	Spokane	99216
600	WA	Tacoma Mall	Mohammadun Nobi	Mohammadun Nobi	513-306-2096	4502 S. Steele Street	Tacoma	98409
601	WA	Vancouver Mall	James Connor, David Curri	James Connor	321-508-5710	8700 NE Vancouver Mall Dr.	Vancouver	98662
602	WA	Wenatchee Valley Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	511 Valley Mall Parkway	East Wenatchee	98802
603	WI	Bay Park Square**	CP & LL, Inc.	Chris Patrick	816-786-9556	303 Bay Park Square	Green Bay	54304
604	WI	Brookfield Square Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	95 N. Moorland Rd.	Brookfield	53005
605	WI	Brookfield Square Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	95 N. Moorland Rd.	Brookfield	53005
606	WI	Brookfield Square Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	95 N. Moorland Rd.	Brookfield	53005
607	WI	East Towne Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	89 East Towne Mall	Madison	53704
608	WI	East Towne Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	89 East Towne Mall	Madison	53704
609	WI	Fox River Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	4301 West Wisconsin Ave	Appleton	54913
610	WI	Fox River Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	4301 West Wisconsin Ave	Appleton	54913
611	WI	Janesville Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	2500 Milton Ave.	Janesville	53545
612	WI	Mayfair Mall	Cellairis Midwest, LLC	Jeremy Osting	404-644-6188	2500 N. Mayfair Rd.	Wauwatosa	53226
613	WI	Mayfair Mall	Cellairis Midwest, LLC	Jeremy Osting	404-644-6188	2500 N. Mayfair Rd.	Wauwatosa	53226
614	WI	Oakwood Mall**	CP & LL, Inc.	Chris Patrick	816-786-9556	4800 Golf Rd.	Eau Claire	54701
615	WI	Regency Square Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	5538 DurandAve.	Racine	53406
616	WI	Southridge Mall	Safrin Enterprises, LLC	Fawad Ahmed	414-748-8786	5300 S. 76 St.	Greendale	53129
617	WI	Valley View**	CP & LL, Inc.	Chris Patrick	816-786-9556	3800 State Road 16	La Crosse	54601
618	WI	Wausau Center	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	Wausau Center Mall C-302	Wausau	54403
619	WI	West Towne Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	66 West Towne Ave.	Madison	53719
620	WI	West Towne Mall	Merchant Accessories, Inc.	Ashish Merchant	312-404-5858	66 West Towne Ave.	Madison	53719
621	WV	Grand Central Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	100 Grand Central Ave.	Vienna	26105
622	WV	Grand Central Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	100 Grand Central Ave.	Vienna	26105
623	WV	Morgantown Mall	GMD Silver, Inc.	Golam Rahman	614-886-1520	9500 Mall Road	Morgantown	26501

CURRENT CELLAIRIS FRANCHISEES WITH OUTLETS NOT YET OPENED

(as of December 31, 2013)

#	State	City	Name	Phone #	Mall Address
			None		

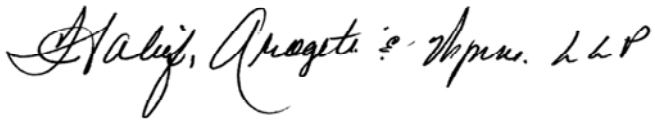
EXHIBIT “I”
FINANCIAL STATEMENTS

HABIF, AROGETI & WYNNE, LLP

Certified Public Accountants and Business Advisors

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Habif, Arogeti & Wynne, LLP consent to the use in the Franchise Disclosure Document issued by Cellairis Franchise, Inc. (the "Franchisor") on April 10, 2014, as it may be amended, of our report dated April 9, 2014 relating to the financial statements of the Franchisor for the year ending December 31, 2013.



Habif, Arogeti & Wynne, LLP
Atlanta, Georgia
April 10, 2014

CELLAIRIS FRANCHISE, INC.

FINANCIAL STATEMENTS
DECEMBER 31, 2013 AND 2012

CELLAIRIS FRANCHISE, INC.

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HA&W

Certified Public Accountants and Business Advisors

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of
Cellairis Franchise, Inc.

We have audited the accompanying financial statements of Cellairis Franchise, Inc. (an S corporation), which comprise the balance sheet as of December 31, 2013, and the related statements of income, stockholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the 2013 financial statements referred to above present fairly, in all material respects, the financial position of Cellairis Franchise, Inc. as of December 31, 2013, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Prior Period Financial Statements

The financial statements of Cellairis Franchise, Inc. as of December 31, 2012, were audited by other auditors whose report dated March 13, 2013, expressed an unmodified opinion on those statements.

Habif, Arogeti & Wynne, LLP

Atlanta, Georgia

April 9, 2014

CELLAIRIS FRANCHISE, INC.
BALANCE SHEETS
DECEMBER 31,

ASSETS

	2013	2012
Current assets		
Cash	$ 114,169	$ 31,548
Accounts receivable - trade, net of allowance for doubtful accounts of $42,325 and $0, respectively	284,111	258,963
Prepaid expenses	40,317	22,507
Due from related party	2,405	-
Total current assets	441,002	313,018
Total assets	$ 441,002	$ 313,018

LIABILITIES AND STOCKHOLDERS' EQUITY

	2013	2012
Current liabilities		
Accrued liabilities	$ 27,007	$ 21,792
Due to related party	-	308
Total current liabilities	27,007	22,100
Stockholders' equity		
Common stock, $1 par value, 100,000 shares authorized; 45,000 shares issued and outstanding at December 31, 2013 and 2012	45,000	45,000
Retained earnings	368,995	245,918
Stockholders' equity	413,995	290,918
Total liabilities and stockholders' equity	$ 441,002	$ 313,018

See auditors' report and accompanying notes to financial statements

CELLAIRIS FRANCHISE, INC.
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31,

	2013	2012
Revenue		
Royalties	$ 3,053,967	$ 2,587,179
Franchise fees	584,750	382,750
License fees	149,855	12,532
Other fees	38,733	18,123
	3,827,305	3,000,584
Operating expenses		
General and administrative	1,491,070	1,085,192
Professional fees	40,205	72,590
	1,531,275	1,157,782
Income from operations	2,296,030	1,842,802
Interest income	16	32
Net income	$ 2,296,046	$ 1,842,834

See auditors' report and accompanying notes to financial statements

CELLAIRIS FRANCHISE, INC.
STATEMENTS OF STOCKHOLDERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31,

	Common Stock		Retained	
	Shares	Amount	Earnings	Total
Balance at January 1, 2011	45,000	$ 45,000	$ 264,080	$ 309,080
Distributions	-	-	(1,860,996)	(1,860,996)
Net income	-	-	1,842,834	1,842,834
Balance at December 31, 2012	45,000	45,000	245,918	290,918
Distributions	-	-	(2,172,969)	(2,172,969)
Net income	-	-	2,296,046	2,296,046
Balance at December 31, 2013	45,000	$ 45,000	$ 368,995	$ 413,995

See auditors' report and accompanying notes to financial statements

CELLAIRIS FRANCHISE, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31,

Increase (Decrease) In Cash

	2013	2012
Cash flows from operating activities		
Net income	$ 2,296,046	$ 1,842,834
Adjustments to reconcile net income to net cash provided by operating activities:		
Change in allowance for doubtful accounts	42,325	-
Change in operating assets and liabilities:		
Accounts receivable - trade	(67,473)	118,304
Prepaid expenses	(17,810)	(22,507)
Due from related parties	(2,713)	9,377
Accounts payable	-	(250)
Accrued liabilities	5,215	(53,747)
Unpresented bank drafts	-	(1,467)
Total adjustments	(40,456)	49,710
Cash provided by operating activities	2,255,590	1,892,544
Cash flows from financing activities		
Distributions to stockholders	(2,172,969)	(1,860,996)
Cash used by financing activities	(2,172,969)	(1,860,996)
Net increase in cash	82,621	31,548
Cash, beginning of the year	31,548	-
Cash, end of year	$ 114,169	$ 31,548

See auditors' report and accompanying notes to financial statements

Note A
Summary of Significant Accounting Policies

Nature of Operations:

Cellairis Franchise, Inc., an S Corporation, was incorporated on August 9, 2005. Cellairis is engaged in offering and selling franchises throughout the United States for the operation of individual franchise retail locations offering a broad assortment of accessories and cases for cell phones, tablets, and other mobile devices. The majority of the Company's franchisees operate mall kiosk locations.

Use of Estimates:

The preparation of financial statements in conformity with accounting estimates 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. Estimates are used for, but not limited to, the accounting for doubtful accounts and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Accounts Receivable:

Account receivables consist of amounts due from franchisees related to royalties at December 31, 2013 and 2012. The Company generally does not require collateral to support franchisees' receivables. The Company provides an allowance for doubtful accounts based upon a review of the outstanding accounts receivable, historical collection information and existing economic conditions. The Company determines if receivables are past due based on days outstanding, and amounts are written off when determined to be uncollectible by management. The maximum accounting loss from the credit risk associated with accounts receivable is the amount of the receivable recorded, which is the face amount of the receivable, net of the allowance for doubtful accounts. As of December 31, 2013 and 2012, the allowance for doubtful accounts was $42,325 and $0, respectively.

Revenue Recognition:

Franchise fee revenues from an individual franchise sale are recognized, with an appropriate provision for estimated uncollectible amounts, when all material services or conditions relating to the sale have been substantially performed or satisfied by the franchisor. When an individual franchise is sold, the Company agrees to provide certain services to the franchisee, including training. Existing franchises may be transferred to a new owner for a fee.

Royalties are earned on sales by franchisees and are recognized as revenue in the month the related sales are made.

Advertising:

The Company expenses advertising costs as incurred. Advertising expenses were $193,218 and $79,548 for the years ended December 31, 2013 and 2012, respectively.

Note A
Summary of Significant Accounting Policies (Continued)

Income Taxes:

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code and similar state statutes to be an S corporation. In lieu of federal corporate income taxes, the stockholders of an S corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision for income taxes has been included in the financial statements. In addition, management has assessed tax positions of the Company and determined that there is a less than 51 percent likelihood that a tax position will not be sustained in an examination by the applicable taxing authority resulting in a tax liability to the Company.

The Company is no longer subject to federal income tax examinations for calendar years prior to 2010.

Fair Value of Financial Instruments:

The Company's financial instruments, including cash, accounts receivable, prepaid expenses and accrued expenses, are carried at cost, which approximates their fair value because of the short-term nature of these financial instruments.

Note B
Commitments and Contingencies

Operating Leases:

The Company leases office space with a related party expiring in December 2015.

At December 31, 2013, future minimum lease payments under the noncancelable operating lease were as follows:

Year Ending December 31,	Amount
2014	$ 3,600
2015	3,600
	$ 7,200

Rent expense under the agreement totaled $3,600 for the years ended December 31, 2013 and 2012.

Note C
Franchise Agreements

At December 31, 2013, there were (i) 569 franchised locations in operations, of which 39 were opened during the year ended December 31, 2013, and (ii) 21 franchised locations are projected to be opened in the next fiscal year.

At December 31, 2012, there were 651 franchised locations in operations, of which 305 were opened during the year ended December 31, 2012.

Note D
Related Party Transactions

Royalty Revenue:

During the years ended December 31, 2013 and 2012, the Company recognized royalty revenue from franchisees operated by related parties of $30,000 and $25,137, respectively. The balance due to the Company from the related parties at December 31, 2013 and 2012 was $2,500, respectively.

Management Fee Expense:

Effective January 1, 2012, the Company entered into a shared services agreement with Global Cellular, Inc. ("GCI"), an affiliate company through common stockholders. Under the share services agreement, the Company utilizes centralized services of GCI, including (i) information technology assets and related operations and (ii) general administrative and corporate level services, and related assets, in each case that are owned and operated by GCI or any of its direct or indirect subsidiaries and affiliates and which will be used to provide services with respect to business conducted by the Company. The shared services fee is based upon a percentage of the Company's revenue. The Company incurred $1,102,980 and $896,318 for such services during the years ended December 31, 2013 and 2012, respectively.

License Fee Revenue:

The Company entered into a system license agreement with Cellairis Franchise International, Inc. ("CFII"), Cellairis Franchise Canada, Inc. ("CFC"), and Cellairis Franchise UK Limited ("CFUK"), affiliate companies through common stockholders. Under the system license agreement, the Company grants to CFII, CFC, and CFUK a non-exclusive right and license to use a proprietary system, developed by the Company, in a defined territory. The Company reserves all rights in and to the system not licensed to the affiliates including, without limitation, the right to use the system itself or to authorize licensees, subsidiaries and affiliated parties to use the system outside the defined territory. The license fee is based upon a percentage of franchise fees, royalties, commissions and license fees collected by the affiliate companies. The Company recognized revenue of $149,855 and $12,532 for such services during the years ended December 31, 2013 and 2012, respectively.

Note D
Related Party Transactions (Continued)

Promissory Notes:

GCI has an outstanding promissory note with a bank that was established in 2012. The note matures in September 2015. The outstanding balance of the promissory note was $584,944 and $898,827 at December 31, 2013 and 2012, respectively. GCI has an outstanding promissory note that was established in 2013. The note matures in November 2016. The outstanding balance of the promissory note is $2,922,682 at December 31, 2013. The assets of the Company are pledged as collateral for both promissory notes.

Line of Credit:

GCI has a line of credit with a bank that was renewed in 2013. The assets of the Company are pledged as collateral for the line of credit. The line of credit matures in April 2015. The outstanding balance of the line of credit was $500,000 and $0 at December 31, 2013 and 2012, respectively.

Letter of Credit:

GCI has a letter of credit with a mall chain in the amount of $500,000. This letter of credit is secured by a line of credit with a bank that allows for borrowing of up to $500,000 in the event that the mall chain exercises the letter of credit. The Company and the stockholders are guarantors of the letter of credit. There were no borrowings against the letter of credit at December 31, 2013 and 2012.

Purchase Card:

GCI has a purchase card that allows for borrowings up to $3,000,000. The Company and the stockholders are guarantors of the purchase card. The balance on the line of credit at December 31, 2013 and 2012, was $830,830 and $1,007,926, respectively.

Note E
Reclassification

Certain items in the 2012 financial statement presentation have been reclassified to conform to the 2013 presentation. Such reclassifications have no effect on previously reported net income.

Note F
Subsequent Events

The Company evaluated subsequent events through April 9, 2014, when these financial statements were available to be issued. Management is not aware of any significant events that occurred subsequent to the balance sheet date but prior to the filing of this report that would have an material impact on the financial statements.

WARREN AVERETT + GH&I
CPAS & CONSULTANTS

Form F – Consent of Accountant

CONSENT

Warren Averett, LLC, Certified Public Accountants, consent to the use in the Franchise Disclosure Document issued by Cellairis Franchise, Inc. (the "Franchisor") on March 28, 2013, as it may be amended, of our report dated March 13, 2013 relating to the financial statements of Franchisor for the periods ending December 31, 2012 and 2011.

Date: March 28, 2013

WARREN AVERETT, LLC

By: W. Paul Lundy

Print Name: PAUL LUNDY

Title: MEMBER

770.396.1100 MAIN
770.393.0319 FAX
Six Concourse Parkway
Suite 600
Atlanta, GA 30328-5351

WARRENAVERETT.COM

CELLAIRIS FRANCHISE, INC.

FINANCIAL STATEMENTS

December 31, 2012 and 2011

with
Independent Auditors' Report

WARREN AVERETT + GH&I
CPAS & CONSULTANTS

CELLAIRIS FRANCHISE, INC.

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WARREN AVERETT + GH&I
CPAS & CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders
Cellairis Franchise, Inc.

We have audited the accompanying financial statements of Cellairis Franchise, Inc. (an S corporation), which comprise the balance sheets as of December 31, 2012 and 2011, and the related statements of income, stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

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

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

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Six Concourse Parkway
Suite 600
Atlanta, GA 30328-5351
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Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cellairis Franchise, Inc. as of December 31, 2012 and 2011, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Warren Averett, LLC

WARREN AVERETT, LLC

March 13, 2013
Atlanta, Georgia

CELLAIRIS FRANCHISE, INC.

BALANCE SHEETS

December 31, 2012 and 2011

ASSETS

	2012	2011
Current Assets		
Cash	$ 31,548	$ -
Accounts receivable, net	258,963	377,267
Prepaid expenses and other assets	22,507	-
Due from related parties	-	9,069
Total Current Assets	313,018	386,336
Total Assets	$ 313,018	$ 386,336

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities		
Accounts payable	$ -	$ 250
Unpresented bank drafts	-	1,467
Accrued expenses	21,792	75,539
Due to related parties	308	-
Total Current Liabilities	22,100	77,256
Commitments and Contingencies (Notes B, C and D)		
Stockholders' Equity		
Common stock, $1 par value; 100,000 shares authorized; 45,000 issued and outstanding	45,000	45,000
Retained earnings	245,918	264,080
Total Stockholders' Equity	290,918	309,080
Total Liabilities and Stockholders' Equity	$ 313,018	$ 386,336

See accompanying notes.

CELLAIRIS FRANCHISE, INC.

STATEMENTS OF INCOME

For the Years Ended December 31, 2012 and 2011

	2012	2011
Revenues		
Royalties	$ 2,598,476	$ 2,223,709
Initial franchise fees	328,500	312,272
Transfer and other fees	73,608	101,636
Total Revenues	3,000,584	2,637,617
Operating Expenses		
Professional fees	72,590	127,943
General and administrative	1,085,192	472,541
Amortization expense	-	859
Total Operating Expenses	1,157,782	601,343
Other Income		
Interest income	32	-
Net Income	$ 1,842,834	$ 2,036,274

See accompanying notes.

CELLAIRIS FRANCHISE, INC.

STATEMENTS OF STOCKHOLDERS' EQUITY

For the Years Ended December 31, 2012 and 2011

	Common Stock	Retained Earnings	Total
Balance at December 31, 2010	$ 45,000	$ 231,811	$ 276,811
Net income	-	2,036,274	2,036,274
Distributions	-	(2,004,005)	(2,004,005)
Balance at December 31, 2011	45,000	264,080	309,080
Net income	-	1,842,834	1,842,834
Distributions	-	(1,860,996)	(1,860,996)
Balance at December 31, 2012	$ 45,000	$ 245,918	$ 290,918

See accompanying notes.

CELLAIRIS FRANCHISE, INC.

STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2012 and 2011

	2012	2011
Cash flows from operating activities:		
Net income	$ 1,842,834	$ 2,036,274
Amortization expense	-	859
Changes in assets and liabilities:		
Accounts receivable	118,304	(98,346)
Prepaid expenses and other assets	(22,507)	-
Accounts payable	(250)	(4,885)
Unpresented bank drafts	(1,467)	1,467
Accrued expenses	(53,747)	(4,838)
Net cash provided by operating activities	1,883,167	1,930,531
Cash flows from financing activities:		
Distributions to shareholders	(1,860,996)	(2,004,005)
Repayments from (advances to) related parties	9,377	(9,069)
Net cash used in financing activities	(1,851,619)	(2,013,074)
Net increase (decrease) in cash	31,548	(82,543)
Cash at beginning of year	-	82,543
Cash at end of year	$ 31,548	$ -

See accompanying notes.

CELLAIRIS FRANCHISE, INC.

NOTES TO FINANCIAL STATEMENTS

December 31, 2012 and 2011

NOTE A—ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cellairis Franchise, Inc. ("Cellairis," "Cellairis US," or the "Company") was incorporated on August 9, 2005 for the purpose of selling franchises to third parties who will operate mall kiosks selling wireless cell phone accessories throughout the United States. As further described in the Franchise Offering Circular, Cellairis Franchise, Inc. offers customers of Global Cellular, Inc. ("Global"), a company with common shareholders, the opportunity to convert their current operation into a Cellairis franchise and waives the initial franchise fee. During 2012, no retailers were converted. During 2011, 15 retailers were converted. During 2012 and 2011, 302 and 170 franchises were sold, respectively. As of December 31, 2012 and 2011, there were 667 and 497 franchises open and operating, respectively.

The following is a summary of the significant accounting principles and policies followed by the Company:

Use of Estimates: The preparation of the 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, liabilities, revenues and expenses at the date of the financial statements. Actual results could differ from those estimates.

Revenue Recognition: The Company has adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 952, *Franchisors*, regarding accounting for franchise fee revenue. FASB ASC 952 requires that all franchise fee revenues from an individual franchise sale be recognized, with an appropriate provision for estimated uncollectible amounts, when all material services or conditions relating to the sale have been substantially performed or satisfied by the franchisor. When an individual franchise is sold, the Company agrees to provide certain services to the franchisee, including training. Existing franchises may be transferred to a new owner for a fee. Franchise fees are recognized as revenue after the Company provides the services required by the franchise agreement.

Deferred revenue of $0 and $5,000 are reported as a component of accrued expenses at December 31, 2012 and 2011, respectively. Deferred revenue represents franchise fees from franchises that have been sold as of year end, but not yet opened. Costs related to services to be delivered to these franchises for the years ended December 31, 2012 and 2011 are minimal.

Royalties are earned on sales by franchisees and are recognized as revenue in the month the related sales are made.

NOTE A—ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES—Continued

Fair Value of Financial Instruments: At December 31, 2012 and 2011 the carrying value of financial instruments such as cash, receivables and payables approximated their fair values.

Cash and Cash Equivalents: For the purpose of reporting cash flows, the Company considers all demand notes and short-term investments with original maturities of three months or less to be cash equivalents.

Allowance for Doubtful Accounts: The Company uses the allowance method to account for uncollectible accounts receivable. The allowance is based on historical experience, the status of reviewed accounts receivable, and management's analysis of possible bad debts. Receivables are written off based on individual credit evaluation and specific circumstances of the franchise. The allowance for doubtful accounts at December 31, 2012 and 2011 was $0 and $54,006, respectively.

Income Taxes: The Company, with the consent of its stockholders, has elected to be an S Corporation under the Internal Revenue Code. Under this election, the Company's taxable income or loss and tax credits are passed through to the individual stockholders. Therefore, no income taxes have been recorded in the financial statements.

Management does not believe there are any uncertain tax positions as defined by FASB ASC 740, *Income Taxes*. The Company could be subject to income tax examinations for its U.S. Federal and State tax filings for the current year and previous filings for tax years 2011, 2010 and 2009 still open under the statute of limitations.

Events Occurring After Report Date: The Company has evaluated events and transactions that occurred between December 31, 2012 and March 13, 2013, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. See Note E.

NOTE B—RELATED PARTY TRANSACTIONS

Management Fee Expense: Global provides Cellairis with management, accounting and marketing services. During 2012, Global began assessing a shared service fee to Cellairis by charging a fee based upon a percentage of revenue. Shared service fee expense incurred by Cellairis to Global was $896,318. During 2011, Global assessed a management fee to Cellairis by allocating a portion of the salaries and benefits of Global employees who perform services for Cellairis. Management fee expense incurred by Cellairis to Global was $222,781 during 2011.

Franchisee Transactions: Per the franchise agreements, Cellairis franchisees are required to purchase all inventory from Global. Cellairis and Global use common service providers for expenses such as professional services and the portion of these expenses that apply to Cellairis are allocated to them and reimbursed to Global. Certain franchises pay their royalty fees to Global who in turn, pay these amounts to Cellairis. These transactions are recorded in a due to/due from intercompany account. As of December 31, 2012 and 2011, the balance of this account was $0.

Operating Lease: Effective January 1, 2008, Cellairis entered into an operating lease for office space with a party that is related by common ownership. The lease expired December 31, 2012 and Cellairis paid $300 a month through expiration. Effective January 1, 2013, the Company renewed the operating lease with the same related party. The lease expires on December 31, 2015 and Cellairis is to pay $300 a month until the lease expires. Rent expense for the years ended December 31, 2012 and December 31, 2011 was $3,600.

Promissory Note: Global had a promissory note with a bank and the assets of Global and Cellairis served as collateral on the note. The note matured and was repaid in 2012. The balance on the note at December 31, 2011 was $28,407. Global has a promissory note with a bank that was established in 2012. Assets of Global and Cellairis serve as collateral on the note. The note matures on September 5, 2015. The balance on the note at December 31, 2012 was $898,828.

Line of Credit: Global has a line of credit with a bank that was established during 2011. On April 30, 2012, the borrowing capacity was increased on the line of credit from $1,500,000 to $2,000,000. Assets of Global and Cellairis serve as collateral on the line of credit. Additionally, Cellairis and the owners are guarantors of the line of credit. The line of credit matures on May 1, 2013. The balance on the line of credit at December 31, 2012 and 2011 was $0 and $1,000,000, respectively.

NOTE B—RELATED PARTY TRANSACTIONS—Continued

Letter of Credit: Global has a letter of credit with a mall chain in the amount of $500,000. This letter of credit is secured by a line of credit with a bank that allows for borrowing of up to $500,000 in the event that the mall chain exercises the letter of credit. Cellairis and the owners are guarantors of the line of credit. There were no borrowings against the line of credit at December 31, 2012 or 2011.

Purchase Card: Global has a purchase card that is secured by a separate line of credit that allows for borrowings up to $3,000,000 in the event of a default on the monthly payments. Cellairis and the owners are guarantors on this line of credit. The balance on the line of credit at December 31, 2012 and 2011 was $1,007,926 and $861,112, respectively.

Cellairis Canada: Cellairis Franchise Canada, Inc. ("Cellairis Canada") shares common shareholders with Cellairis US. Cellairis Canada entered into a system license agreement with Cellairis US effective January 1, 2011 to use a proprietary system developed by Cellairis US. The term of the agreement is thirty years and the license fee amounts to ten percent of all franchise fees, royalties, commissions and license fees collected by Cellairis Canada during the applicable calendar month. Fees charged by Cellairis US to Cellairis Canada during 2012 and 2011 amounted to $5,500 and $7,197, respectively. As of December 31, 2012 and 2011, Cellairis US had a payable of $100 and receivable of $7,197 from Cellairis Canada, respectively.

Cellairis UK: Cellairis Franchise UK Limited. ("Cellairis UK") shares common shareholders with Cellairis US. Cellairis UK entered into a system license agreement with Cellairis US effective January 1, 2011 to use a proprietary system developed by Cellairis US. The term of the agreement is thirty years and the license fee amounts to ten percent of all franchise fees, royalties, commissions and license fees collected by Cellairis UK during the applicable calendar month. Fees charged by Cellairis US to Cellairis UK during 2012 and 2011 amounted to $7,032 and $1,872, respectively. As of December 31, 2012 and 2011, Cellairis US had a payable of $208 and receivable of $1,872 from Cellairis UK, respectively.

NOTE C—CONTINGENCIES

From time to time, the Company is involved in various legal proceedings where the Company is either the defendant or the plaintiff. Due to their nature, such legal proceedings involve inherent uncertainties including, but not limited to, court rulings, negotiations between the affected parties, and other actions. Management assesses the probability of losses or gains for such contingencies and accrues a liability and/or discloses the relevant circumstances as appropriate. As of December 31, 2012, and through the date of the auditors' report, the Company is unable to predict with any reasonable degree of certainty the outcome of any pending legal proceedings. Management believes that any liabilities of, or benefits for, the Company that may arise as a result of currently pending legal proceedings will not have a material adverse effect on the financial condition of the Company taken as a whole.

NOTE D—LETTER OF CREDIT AND PROMISSORY NOTE

During 2010, the Company maintained a letter of credit agreement with American Express in the amount of $100,000. The Company did not renew the letter of credit agreement. To back the letter of credit the Company had a promissory note with a bank. Advances under the promissory note bore interest at 6.5% and were secured by certain assets of the Company and Global. This note matured on October 16, 2012. It was secured by a $100,000 hold on a money market account held by Global. There were no advances against this note at December 31, 2011.

NOTE E—SUBSEQUENT EVENT

Between January 1, 2013 and March 13, 2013, two new franchise operations were sold. Additionally, 31 operations were transferred to new owners.

EXHIBIT “J”
GENERAL RELEASE

RELEASE

This RELEASE (**"Agreement"**) is made this _____ day of _____, 20__ (**"Effective Date"**) by and between Cellairis Franchise, Inc. (**"Company"**) and _____ (**"Franchisee"**).

WHEREAS, a contract was entered into between the parties for the purchase of a Cellairis franchise on _____ day of _____, 20__; and

WHEREAS, consideration for Franchisee to enter into this Agreement, Company will either agree to allow the current Franchisee to enter into a successor franchise agreement, or allow Franchisee to transfer his/her/their/its franchise to another entity or individual(s); and

WHEREAS, the parties desire to resolve and settle in full all claims that they had, have or may have against one another arising out of or connected with their prior business relationship; and

NOW, THEREFORE, with the intent to be bound legally hereby, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. General Release.

(a) Franchisee for itself, its past and present parent entities, subsidiaries, divisions, affiliated entities, successors and assigns, unconditionally and irrevocably releases and discharges Company its past and present parent entities, subsidiaries, divisions, affiliated entities, successors and assigns, agents and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses of any kind whatsoever (based upon any legal or equitable theory, whether contractual, common law, statutory, federal, state, local or otherwise), whether known or unknown, suspected or unsuspected, which Franchisee ever had, now has or may have against Company arising out of or in any way connected to or involved with or under the business relationship between the parties.

(b) The parties represent and warrant that they have not assigned, sold, or otherwise conveyed any such claims as described without limitation in this paragraph 1.

2. No Admission. The making of this Agreement is not intended, and shall not be construed, as an admission by any party of any violation of any federal, state or local law, ordinance or regulation, any breach of contract, or of any wrong whatsoever, the same being expressly denied by all parties hereto.

3. Review by Counsel. The parties hereto represent and warrant that they have carefully read this Agreement in its entirety; that they have had a reasonable opportunity to consider the terms and provisions of this Agreement; that they consulted with an attorney of their choosing in connection with this Agreement; that they fully understand all of the terms and conditions of this Agreement and their significance; that they voluntarily assent to all the terms

and conditions contained herein; that they are signing this Agreement voluntarily and of their own force and will; and that they will abide by the provisions of this Agreement without exception.

4. Miscellaneous.

(a) If, at any time after the date of execution of this Agreement, any provision of it shall be held to be illegal, void, or unenforceable, such provision shall be of no force and effect. This Agreement is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws nor is it intended to relieve Company or any other person, directly or indirectly, from liability imposed by the Maryland Franchise Registration and Disclosure Law.

(b) This Agreement constitutes the complete understanding between the parties and may not be changed orally. Franchisee acknowledges that neither Company nor any of its representatives has made any representations or promises to it other than as set forth herein. Company acknowledges that neither Franchisee nor any of its representatives has made any representations or promises to it other than as set forth herein. No other promises or agreements shall be binding unless in writing and signed by the parties.

(c) This Agreement may be executed in several counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

(d) This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

(e) Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared this Agreement, it being agreed that all parties have participated in the preparation of all provisions of this Agreement.

(f) The parties agree to execute any additional documents reasonably requested by another party so as to effectuate the purposes and effects of this Agreement.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

ACKNOWLEDGED AND AGREED:	ACKNOWLEDGED AND AGREED:
COMPANY	**FRANCHISEE**
By: _____	By:_____
Its: _____	Its:_____

EXHIBIT “K”

LIST OF FORMER FRANCHISEES

FORMER CELLAIRIS FRANCHISEES

(for fiscal year ending December 31, 2013)

* Franchisees with an asterisk next to their name still own and operate Cellairis franchised business units but are required to be disclosed in this list because they have had business unit(s) that have been terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement with Cellairis.

#	Franchisee	Contact Name	Contact #	City	State
1	Jeffreys-Skouras, Inc.*	Maggie Jeffreys	256-837-0670	Alpharetta	GA
2	MA Communication, LLC*	Meraj Mitha	903-574-1357	Dallas	TX
3	J & Z LLC	Syed (MJ) Ahmad	870-329-0582	Jonesboro	AR
4	CP & LL, Inc.	Chris Patrick	816-786-9556	Grain Valley	MO
5	Md Talath Mahud, Howlader Ferdous Rahman*	MD Talath Mahmud	646-272-8281	Laveen	AZ
6	Ferdous Rahman, Jahida Ali, MD Zakir Hossain*	Ferdous Howlader	347-615-4862	Worcester	MA
7	MD Zakir Hossain*	MD Zakir Hossain	347-458-6611	Fremont	CA
8	California Units, LLC	Jeremy Osting	404-644-6188	Alpharetta	GA
9	SK Electro, LLC*	Shaikh (Rubel) Farid	209-221-5789	Modesto	CA
10	Sarah Najafi	Sarah Najafi	714-315-7578	Roseville	CA
11	Mobile Connections, Inc.	Sunny Kalanke	562-331-1060	Murrietta	CA
12	RP & Associates, LLC.*	Ryan Patrick	913-708-0258	Twin Falls	ID
13	Zeya Naing	Zeya (Bryan) Naing	310-895-5495	South Gate	CA
14	Amity Enterprises, LLC*	Kabirul (Ridu) Hoque	801-588-6200	Lancaster	CA
15	Complete Cellular, Inc.*	Emin Sharifov	408-679-3018	SanJose	CA
16	Sunrise USA, Inc*	Mohammad K Hossain	347-925-1065	Mesa	AZ
17	Shahed Sadique*	Shahed Shadique	818-209-6520	Chaska	MN
18	Waheed Khan	Waheed Khan	209-914-0163	Tracy	CA
19	PCSTown, Inc.	Jun Cho	714-323-8226	Downey	CA
20	Maung Lwin	Maung (Tariq) Lwin	310-467-8875	Culver City	CA
21	GMD Silver, Inc.*	Golam Rahman	614-886-1520	Dublin	OH
22	Mahmoud Kashfipour*	Mahmoud Kashfipour	443-838-4358	Hartford	CT

#	Franchisee	Contact Name	Contact #	City	State
23	Wireless Direct, Inc*	Corrie Borde	910-353-5082	PalmBay	FL
24	Buckwild Wireless, Inc.*	Steven Brown	954-257-6350	Cooper City	FL
25	Mobeen Khan	Mobeen Khan	404-536-2027	Austell	GA
26	MD Aminul Islam	Amin Islam	512-699-1521	Austin	TX
27	GoNidZ, LLC	Gohar Tareen	512-903-4001	Austin	TX
28	Cellutopia, Inc.*	Meniem Naiem	678-733-3470	Atlanta	GA
29	Muneerah Punjani	Anwar (Sunny) Punjani	678-789-9467	Hoover	AL
30	Cellairis of Georgia, Inc.*	Fazal Ellahi	404-422-0149	Stockbridge	GA
31	Anthony Terry	Anthony Terry	478-719-7226	Macon	GA
32	Winward, LLC*	James Griffin	256-457-1604	Alpharetta	GA
33	Shivram Sukhu	Shivram Sukhu	407-832-2961	Lawrenceville	GA
34	Gulnaz, LLC*	Sam Daudani	405-210-5249	Oklahoma City	OK
35	Mobile Accessories, Inc.	Mukesh Joshi	630-290-1297	Addison	IL
36	Merchant Accessories, Inc.*	Ashish Merchant	312-404-5858	Lincolnwood	IL
37	Bradly Allen Daugherty*	Brad Daugherty	270-991-0279	Auburn	KY
38	Imran Khan	Imran Waheed	402-301-1608	Omaha	NE
39	Ishasahil Group, LLC.*	Khan Dulal	440-533-5078	Dublin	OH
40	DKD Novelties of Texas, LLC.*	David Costine	254-624-3282	Temple	TX
41	RG Communication LLC	George Gonzalez	214-709-5055	Baton Rouge	LA
42	Wireless Bazaar LLC*	Harmeet Taneja	240-491-2222	Wheaton	MD
43	Dan Klopp, Jeff Hall	Dan Klopp	989-798-7589	Bay City	MI
44	Cassiopia Patrick	Chris Patrick	816-786-9556	Grain Valley	MO
45	Sunshine Wireless, Inc.*	Mintu Kundu	708-439-2427	Waterford	MI
46	Tap Wireless, LLC	Chris Patrick	816-786-9556	GrainValley	MO
47	Jai Ganesh, LLC*	Nabin Shrestha	651.675.7186	Edina	MN
48	Tempest Marketing, LLC	Mike Stinson	913-636-4295	Alpharetta	GA
49	Christopher Patrick, Cassiopia Patrick	Chris Patrick	816-786-9556	KansasCity	MO

#	Franchisee	Contact Name	Contact #	City	State
50	Will B, Inc.	Brad Williams	314-706-6391	St.Louis	MO
51	Omer Hasirci*	Omer Hasiri	910-670-3481	St.Pauls	NC
52	Bismillah, LLC.	Fahad Hanif	404-784-7095	Stockbridge	GA
53	Walsh & Abrantes, LLC*	Eric Walsh	904-625-3584	Danbury	CT
54	Mobin Rasheed, Terri Nedeau	Mobeen Rasheed	505-554-1816	New Albany	OH
55	Elnur Sadullayev	Elnur Sadullayev	617-953-2584	Nanuet	NY
56	Hom Pandey	Hom Pandey	315-877-1325	Dewitt	NY
57	Cell Phone Mania, LLC*	Oz Aharon	347-251-3745	Davie	FL
58	OZ Industries, Inc*	Oz Aharon	347-251-3745	Davie	FL
59	Mohammed Shahabuddin	Mohammed Shahabuddin	440-570-9437	North Olmsted	OH
60	Fazal Ellahi*	Fazal Ellahi	404-422-0149	Stockbridge	GA
61	Alpha Wireless Accessories, LLC	Nor Zouitni	214-205-8979	Enid	OK
62	Mobile Mania, LLC*	Ryan Spath	904-517-6523	Melbourne	FL
63	Joynal Abedin*	Joynal Abedin	404-273-3263	Decatur	GA
64	MS Wireless, Inc.	Yasir Khan	678-613-0036	Mc Donough	GA
65	Golden 786, Inc.	Hemani Metha	678-438-5086	Lilburn	GA
66	Spectrum Accessories, Inc.*	Lance Jeffreys	256-837-0670	Alpharetta	GA
67	MARJAY Enterprises, LLC*	Mark Cohen	561-704-2358	Fort Worth	TX
68	Custom Cell Depot, Inc.*	Suresh Kandel	817-903-7784	Grand Prairie	TX
69	Kamruzzaman Sarder	Kam Sarder	718-501-9808	Winchester	VA
70	Kazi Enterprises, Inc.*	Kazi Rahman	614-822-9486	Dublin	OH

EXHIBIT “L”

WORLDPAY CUSTOMER PROCESSING AGREEMENT

Powered By: NCR MERCHANT SOLUTIONS

CUSTOMER PROCESSING AGREEMENT

☐ Rush Order

Customer Initials _____ Sales Agent ID 25503

LEGAL/ DBA INFO

Contact Name | Full Legal (Tax Filing) Business Name | Store Name (DBA)

Legal Business Address | City | State | ZIP | Legal Phone Number

Store/DBA Address (if different from Legal) | City | State | ZIP | Store/DBA Phone Number

Fax Number | Email | Federal Tax ID | Check if: ☐ EIN ☐ SSN

PLEASE NOTE: Statements are available electronically on WorldPay's Merchant Portal. If you would like to receive paper statements login to the Merchant Portal (https://portal.worldpay.us).

BUSINESS INFO

OWNERSHIP TYPE ◯ Sole Proprietor ◯ Partnership ◯ Non-Public Corporation ◯ Non-Profit ◯ LLC ◯ Government Entity ◯ Public Corporation | Business Open Date

Avg. Monthly Volume $ | High Monthly Volume $ | Average Ticket $ | High Ticket $

Describe Business Products or Services in Detail | SIC/MCC Code

☐ Currently Processing Credit Cards

SWIPED/NON-SWIPED PERCENTAGES

% Face-to-Face (Swiped) | % MO/TO (Non-Swiped) | % Internet (Non-Swiped) | Website Address

TRANSACTION CONDUCTED AT Customers with multiple locations must complete a separate Location Form for each location.

% Store | % Residence | % Whse/Office | % Mobile

Does Customer Accept Advance Payments? ◯ Yes ◯ No If yes, please answer all questions

PAYMENT TYPES ☐ Deposit Taken ☐ Full Payment ☐ Membership/Insurance/ Subscriptions, etc.

Average % of deposits paid in advance % | # of days deposit is paid by cardholder in advance of full payment | Average days to complete service after purchase | % of annual bank card volume based on Advance Payment terms %

☐ **SEASONAL MERCHANT** Months Open | Months Closed

EBT ☐ Food Stamp Benefits ☐ Cash Benefits ☐ Food Stamp and Cash Benefits | FNS Number

PRINCIPAL INFO

1. Principal Info must be obtained for principals which, in the aggregate, hold at least 51% ownership. First principal listed must also sign as first principal in Customer Acceptance and Guaranty section.

Full Name (Full legal name required) | DOB (MM/DD/YY) | Percent Owned | Social Security Number/ ITIN

Home Address | City | State | ZIP | Home/ Mobile Phone

2.

Full Name (Full legal name required) | DOB (MM/DD/YY) | Percent Owned | Social Security Number/ ITIN

Home Address | City | State | ZIP | Home/ Mobile Phone

BANK INFO

DEPOSIT/ DEBIT ACCOUNT Customers who would like different accounts for settlement, billing or chargebacks must complete a separate ACH authorization form.

Name on Account | Bank Name | Bank Phone

Bank City | State | Bank Routing/Transit | Account Number

PROCESSING RATES/ FEES

TIERED PRICING Visa®, MasterCard®, Discover® & PayPal™

	Discount	Surcharges		
	1-TIER	2-TIER	3-TIER	4-TIER
% Rate	%	%	%	%
*Per Item Fee	$	$	$	$

*Per item fees apply to all transactions including sales, returns, denials, etc.

COST PLUS PRICING All standard Payment Network fees and charges will be added to fees below.

VISA, MASTERCARD, DISCOVER & PAYPAL	
Cost Plus % Rate	%
*Per Item Fee (Non-Dial)	$
*Per Item Fee (Dial Surcharge)	$

PIN DEBIT/EBT	
*Per Item Fee (Non-Dial)	$
*Per Item Fee (Dial)	$

AMERICAN EXPRESS® Fees in this section are charged directly by American Express and are subject to change by American Express. Applicable WorldPay fees are within the Per Transaction Fees table below.

Discount Rate % Plus: $ Per Transaction

Prepaid Discount Rate % Plus: $ Per Transaction

☐ $7.95 Amex Monthly Flat Fee

◯ Apply for AMEX ◯ Apply for AMEX Reverse PIP ◯ Currently accepts AMEX

☐ Opt-out American Express

Existing American Express Merchant #

American Express Est. Yearly Volume $ | American Express Est. Average Ticket $

MONTHLY RECURRING FEES Per location*	
Administrative	$
Minimum Processing	$
PIN Debit Access	$

*FANF Fees charged by the Payment Networks will be passed through to Customer.

MONTHLY RECURRING FEES Per terminal	
☐ Terminal Replacement & Supplies	$
☐ Supplies Service Only	$
☐ Terminal Replacement Only	$
☐ Shopping Cart Maintenance	$
☐ Virtual Terminal	$
☐ Recurring Payments Service	$

**Not applicable to ARU transactions

PER OCCURRENCE FEES	
**Voice Authorization	$ 0.95
**Voice Authorization Referral	$ 3.00
**Voice AVS Request	$ 2.00
ACH Reject, NSF, Returned Check	$ 25.00
Chargeback Handling	$ 20.00
Credit Batch Header	$ 0.00
Debit Batch Header	$
Direct Draft ACH Reject	$
ACH Prenote	$

PER TRANSACTION FEES	
American Express	$
Debit/Credit ACH	$
Merchant Link Access	$
TSYS Access	$

MONTHLY MOBILE FEES Per device		
Mobile Device	Single	Addt'l
WorldPay Mobile	$	$
AprivaPay®	$	$
PAYware Mobile™	$	$

Powered By: NCR MERCHANT SOLUTIONS

CUSTOMER PROCESSING AGREEMENT

Customer Initials _____ Sales Agent ID 25503

EQUIP/ SERVICE RELATED FEES

☐ **WIRELESS SERVICE Vx610**
*Monthly Telecommunications Fee $ _____ Per Month, Per Terminal
*Fees apply monthly, even for seasonal customers
Telecommunications Fee $ _____ Per Transaction
One Time Set-up Fee $ _____ Per Terminal

☐ **CHECK SERVICES** Requires a separate agreement.
◯ Apply for CrossCheck ◯ Currently Accepts Check Services
If currently accepts, list processor _____ Current provider number _____

☐ **THIRD PARTY PRODUCTS/ SERVICES**
☐ **Authorize.net****
☐ **DataCap****
☐ **Other****
Access Fee $ _____ Per Transaction
Per Terminal Fee $ _____ Per Month
Service Fee $ _____ Per Transaction
One-Time Set-up Fee $ _____ Per Terminal

**Customer understands it may be required to have an agreement directly with the provider of a gateway service or other third party, and additional fees may be charged by the provider.

CARD SERVICES/ACH SERVICES

PETRO SERVICES

WRIGHT EXPRESS (WEX)
◯ *Apply for Wright Express (WEX)
3.5% discount rate applies
WorldPay Item Fee $ 0.00 Per Transaction

VOYAGER
◯ Apply for Voyager
2.95% discount rate applies
WorldPay Item Fee $ 0.00 Per Transaction

FUELMAN (FLEETCOR)
◯ *Apply for Fuelman (FleetCor)
WorldPay Item Fee $ 0.00 Per Transaction

FLEET ONE
◯ *Apply for Fleet One
WorldPay Item Fee $ 0.00 Per Transaction

Fuelman (FleetCor), and Fleet One applications require an additional form that is separate from the WorldPay Customer Processing Agreement. Approximate set-up time is 7-10 business days for Fuelman (FleetCor) and Fleet One applications. See the CPA Terms for additional information and terms applicable to petro services.

GIFT CARDS ☐ Accept Gift Cards ☐ Order Gift Cards*

Gift Card Item Fee $ _____ Per Transaction
Gift Card Dormancy Fee $ _____ Service Fee Assessed Per Card
**Order Processing Fee _____
Gift Card Activation/ Reload Fee _____ % of Activation/ Reload Amount

* Customers ordering Gift Cards will need to complete and submit the Card Order Form.
** Order processing fee applies to standard initial orders and reorders less than 200 cards.

LOYALTY CARDS ☐ Accept Loyalty Cards*

Item Fee $ _____ Per Transaction
**Program Fee $ _____ Per Month, Per Location

* Customers ordering Loyalty Cards will need to complete and submit the Card Order Form.
** The Loyalty Card Program Fee is reduced to $10.00 for Customers processing both Gift Cards and Loyalty Cards.

EQUIPMENT INFORMATION

SHIP TO ◯ Store Address ◯ Legal Address ◯ Other _____

New	Existing	VAR	Exchange	Model/ Application	Version #	Qty.	Price Per Unit	Total Price
◯	◯	◯	◯					
◯	◯	◯	◯					
◯	◯	◯	◯					
◯	◯	◯	◯					
◯	◯	◯	◯					

If VAR Enter Dealer Name _____ VAR Dealer Phone _____ VAR Setup Email _____

AprivaPay Setup: _____ Mobile number

Auto-Close Daily ◯ Yes ◯ No
Auto-Close Time : ◯ A.M. ◯ P.M.
Time Zone _____
AVS ◯ Yes ◯ No
CVV2 ◯ Yes ◯ No
Tips ◯ Yes ◯ No
Prompt for Server/Cashier # ◯ Yes ◯ No
Prompt for Purchase Card Info ◯ Yes ◯ No

Store Return Policy on Terminal Receipt ◯ All Sales Final ◯ No Refunds ◯ Store Credit Only

Terminal Dial Type ◯ Dial ◯ Internet ◯ Internet w/Auto Dial Backup

Imprinters Needed _____ Qty.

Receipt header - 32 characters max (if applicable)
T h a n k y o u f o r y o u r b u s i n e s s
Receipt footer - 32 characters max (if applicable)

TOTAL PRICE
0.00 Equipment Price
0.00 Application Fee Non-Refundable
_____ Rush Fee
_____ Gift Card Plastics
_____ Other
0.00 **SUBTOTAL**
_____ Sales Tax
0.00 **TOTAL DUE**
_____ Less Down Payment
0.00 **BALANCE DUE****
**Shipping & Handling Billed separately

The balance due will be debited from the account listed on page 1.

◯ Paid in Full ◯ Installments (Down payment due upon execution)

ACH Installments: Balance due of $ 0.00 will be paid in 3 equal monthly installments of $ 0.00 via ACH 30, 60 & 90 days from execution of CPA.

CUSTOMER PROCESSING AGREEMENT

Customer Initials _____ Sales Agent ID 25503

SITE INFO

By signing below, the undersigned sales representative attests that a site inspection of the above named applicant's premises was conducted and that the applicant has the proper facilities, equipment, inventory and licenses required to conduct the business.

Ship Welcome Kit ☐

WorldPay Authorized Sales Representative Verification Signature _____ Print Name _____ Date _____

NOTES

CUSTOMER ACCEPTANCE AND GUARANTY

BY SIGNING BELOW, I (1) AGREE TO THE TERMS AND CONDITIONS OF CUSTOMER PROCESSING AGREEMENT (THE "CPA TERMS"), INCLUDING ALL ADDENDA ATTACHED TO THE CPA TERMS, AND (2) ACKNOWLEDGE THAT WORLDPAY'S SALES REPRESENTATIVE HAS DELIVERED A COPY OF THE CPA TERMS TO ME.

I represent that the information provided by me on this Customer Processing Agreement and during the application process, whether in written, electronic or verbal form, is complete and accurate. I further acknowledge that no oral or written modifications of the CPA Terms have been made or promised. I confirm that the Federal Tax Identification Number (EIN or SSN) and Tax Filing Name I have provided are true and accurate. WorldPay US, Inc. ("WorldPay") reserves the right to validate this information with the IRS on occasion as warranted.

USA PATRIOT ACT – Federal laws and regulations require WorldPay to request information from you prior to opening an account or adding an additional signatory to an account. The information WorldPay requests may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. WorldPay is also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

FEDERAL AUTOMATED CLEARING HOUSE (ACH) – The undersigned hereby authorizes WorldPay to electronically debit and credit via the Automated Clearing House (ACH) amounts due to or from WorldPay under the Customer Processing Agreement, including the CPA Terms and all Addendum, and including installment payments, to or from the bank account identified above or in any separate ACH Authorization Form. With respect to equipment, the undersigned hereby authorizes WorldPay to have the fees described herein debited from the account listed on page 1.

FCRA NOTICE – A consumer report of each of the officers, partners or owners of applicant may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter. Acknowledgement and consent are hereby given.

AMERICAN EXPRESS - By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("American Express Agreement"), and that all information provided herein is true, complete, and accurate. I authorize WorldPay US, Inc. and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct WorldPay US, Inc. and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at **http://www.americanexpress.com/privacy** to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200.

I have received and agreed to the following addenda ☐ DataCap ☐ Direct Debit ☐ Other _____ list other

1 Authorized Principal Signature _____ Print Name _____ Title _____ Date _____

2 Authorized Principal Signature _____ Print Name _____ Title _____ Date _____

The undersigned further hereby unconditionally guarantees to RBS Citizens, N.A. and WorldPay US, Inc. the full payment of all obligations arising out of or in furtherance of the Agreement and to pay RBS Citizens, N.A. or WorldPay US, Inc. all expenses incurred in collecting such obligation.

1 Authorized Principal Signature _____

2 Authorized Principal Signature _____

TERMS AND CONDITIONS OF

CUSTOMER PROCESSING AGREEMENT

Thank you for selecting us for your payment processing needs. The terms and conditions set forth below ("CPA Terms"), along with the Customer Processing Agreement ("Customer Processing Agreement") that you have submitted, contain the terms and conditions under which RBS Citizens, N.A., a federally chartered financial institution having its principal office at 1 Citizens Plaza, Providence, Rhode Island 02903 ("Bank") and WorldPay US, Inc., a Georgia corporation with offices at 600 Morgan Falls Road, Atlanta, Georgia 30350 ("WorldPay") shall provide services and products to you. Also included with these CPA Terms are various Addenda that describe the terms and conditions applicable to some of WorldPay's and Bank's ancillary services and programs such as gift card processing services, wireless services, and ACH services. If you receive these services or products or participate in these programs at any time, the terms and conditions set forth in the attached Addenda will apply to the provision of those services and programs by WorldPay and the Bank. Each Addendum includes important definitions, terms, and conditions applicable to the services and programs described in the Addendum. Please carefully review these CPA Terms, along with the Addenda to ensure your understanding of the terms related to the services, products, and programs you select.

SECTION 1. DEFINITIONS.

The following capitalized terms shall have the meanings set forth below when used in this Agreement:

"ACH" shall mean the electronic network for financial transactions in the United States known as the Automated Clearing House.

"Addendum" shall mean an Addendum included with these CPA Terms, including, without limitation, the Terms and Conditions of Wireless Services, Terms and Conditions of Gift Card Services, and Terms and Conditions of ACH Services set forth below, or any other Addendum otherwise executed or agreed to between the parties, and "Addenda" shall mean the plural of Addendum.

"Agreement" shall mean the Customer Processing Agreement, these CPA Terms, the Addenda, and all related schedules, exhibits, or amendments.

"Authorized Card Transaction" shall mean a sales transaction involving a Transaction Card, provided the transaction has been authorized by the Transaction Card issuer as contemplated by this Agreement.

"Chargeback" shall have the meaning set forth in Section 6.2 of the CPA Terms.

"Customer" shall mean the entity (or individual, if a sole proprietorship) that executes and submits the Customer Processing Agreement.

"Deposit/Chargeback Account" shall mean one or more U.S. bank accounts established and owned by you to be utilized by the Bank for the settlement to you of transactions involving Transaction Cards processed under this Agreement and the payment by you of Processing Charges, Chargebacks, and other amounts payable under this Agreement. The Deposit/Chargeback Account shall be maintained by you in accordance with Section 4.4 of these CPA Terms. You acknowledge that WorldPay and the Bank may credit or debit (by ACH or other electronic means) amounts payable to or by you under this Agreement to or from any bank accounts designated by you for use under this Agreement, regardless of whether designated for settlement, billing, chargeback, etc.

"Discover" shall mean Discover Financial Services, LLC.

"MasterCard" shall mean MasterCard International, Inc.

"Non Visa/MasterCard/Discover/PP Card" shall mean Transaction Cards issued by credit or debit card networks other than Visa, MasterCard, Discover, or PayPal.

"Payment Network" or "Payment Networks" shall mean Visa, MasterCard, Discover, PayPal, American Express, and any credit or debit card network issuing Transaction Cards.

"Payment Services Agreement" shall mean the Customer Processing Agreement and these CPA Terms.

"PayPal" shall mean PayPal, Inc.

"Processing Charges" shall mean the authorization, processing, settlement, and other fees or amounts charged by WorldPay and the Bank, or passed through (from the Payment Networks or other third parties) to you by WorldPay and the Bank, as set forth in this Agreement.

"Reserve Fund" shall mean a non-segregated and non-interest bearing account established by the Bank or WorldPay in accordance with Section 6.3, 6.4, or 10.4 of these CPA Terms to ensure payment of Chargebacks, fines and penalties assessed by the Payment Networks, Processing Charges, and other amounts due from you to WorldPay or the Bank under this Agreement.

"Rules" shall mean the operating rules and regulations of the Bank, WorldPay, Visa, MasterCard, Discover, PayPal and any other applicable Payment Network, as in effect from time to time.

"Transaction Card" or "Transaction Cards" shall mean a credit or debit card, travel and entertainment card, or other credit or debit card shown as a qualified card on lists furnished to you by the Bank or WorldPay from time to time.

"Visa" shall mean Visa USA, Inc. or VISA International, Inc.

"Visa/MasterCard/Discover/PP" shall mean Visa, MasterCard, Discover, and PayPal, collectively.

"You," "your," or words of similar import shall refer to Customer (whether or not such terms are capitalized).

SECTION 2. RULES AND REGULATIONS; LAWS.

You shall comply with all of the Rules and all federal, state, local, or other laws, rules, and regulations applicable to you. You shall not require cardholders to provide personal information such as home or business telephone number, home or business address, or any form of identification (such as a driver's license) as a condition for accepting a Transaction Card, unless permitted by the Rules. In the event you fail to comply with this Section 2, you will be liable for all fees, penalties, and fines imposed by the Payment Networks or any governmental authority, and you will indemnify and hold harmless the Bank and WorldPay from and against any and all claims, demands, damages, judgments, fines, penalties, costs and expenses suffered or incurred by the Bank and WorldPay as a result of such failure. You hereby delegate to WorldPay the selection of routing preferences related to the processing of all debit cards.

SECTION 3. SERVICES.

3.1 Services Provided by WorldPay. WorldPay shall provide authorization, electronic draft capture, submission of transactions to Payment Networks, and additional related services for Transaction Card sales originated by you as set forth in this Agreement.

3.2 Services Provided by the Bank. The Bank shall settle all Visa/MasterCard/Discover/PP transactions (and certain other Transaction Card transactions) processed by WorldPay hereunder for you in accordance with this Agreement and the Rules.

SECTION 4. PROCESSING AND PAYMENTS.

4.1 Submission of Transactions. You shall transmit to WorldPay information representing your sales to be authorized and settled (paid) by Transaction Cards. You shall transmit transactions to WorldPay at the time of each sale or as soon thereafter as practicable. It is understood that the time of receipt of transaction information by WorldPay will affect the timing of settlement and payment to you. If you fail to submit transactions on a timely basis as provided herein and as provided in the Rules, transactions may be subject to increased interchange fees, and you shall pay such fees.

4.2 Payment of Visa/MasterCard/Discover/PP. You hereby designate the Bank and WorldPay as your agents to receive all payments pertaining to your Visa/MasterCard/Discover/PP transactions. All payments required to be made to you under this Agreement for Visa/MasterCard/Discover/PP transactions shall be made by the Bank to the Deposit/Chargeback Account, via electronic funds transfer by ACH (or other electronic means) or by wire transfer, at the Bank's option, as soon as practicable after the Bank's receipt of such funds from the relevant Payment Network.

4.3 Payment of Non Visa/MasterCard/Discover/PP Cards. You hereby designate the Bank and WorldPay as your agents to receive all payments pertaining to your Non Visa/MasterCard/Discover/PP Card transactions except when WorldPay's role is to provide authorization only services. All payments required to be made to you under this Agreement for Non Visa/MasterCard/Discover/PP Cards shall be made by the Bank to the Deposit/Chargeback Account, via electronic funds transfer by ACH (or other electronic means) or by wire transfer, at the Bank's option, as soon as practicable after the Bank's receipt of such funds from the relevant Payment Network. WorldPay and the Bank shall have no liability for any failure by a Payment Network to settle any transaction processed under this Agreement.

4.4 Deposit/Chargeback Account. You hereby certify that the Deposit/Chargeback Account information provided by you to WorldPay is correct and agree that the Bank and WorldPay are authorized to debit and credit any such Deposit/Chargeback Account for the settlement of transactions involving Transaction Cards and the payment by you of Processing Charges, Chargebacks, and other amounts payable pursuant to this Agreement (whether arising during or after termination of this Agreement). You agree that you shall maintain and shall not close or restrict the Bank's and WorldPay's access to the Deposit/Chargeback Account during the term of this Agreement and thereafter, until all amounts owed under this Agreement are paid in full.

4.5 Your Transactions. You may not present for processing, directly or indirectly, any transaction which was not originated as a result of an act between the cardholder and you or which is not an Authorized Card Transaction. If authorization for a transaction is denied, you shall not complete the transaction. You may contact the authorization center by magnetic stripe reading terminal, telephone, or any other means acceptable to the Bank and WorldPay. For all transactions, you shall provide the cardholder with a transaction receipt, which shall evidence purchases made by a cardholder or credits to a cardholder's account, as the case may be, in accordance with the Rules. Calculation, collection, and remittance of sales tax are your sole responsibility.

4.6 Telephone, Internet and Mail Orders. If you are authorized by WorldPay and the Bank to accept telephone, Internet or mail orders, you shall comply with all requirements of this Section 4.6, and with respect to Internet orders over an Internet web site, you shall also comply with all Rules regarding electronic commerce conducted through web sites. Authorization for each such transaction, regardless of the face amount, must be obtained. You shall obtain the expiration date of the Transaction Card as part of the authorization inquiry and utilize address verification where possible. You assume all responsibility for identification of the cardholder and the validity of the Transaction Card information. For transactions where merchandise is to be shipped or delivered to the cardholder, the shipping date shall not be more than seven calendar days after the authorization is obtained, and any shipping and handling costs not included in the authorization amount must not exceed 15% of the amount authorized. An installment payment option may be offered if all items are clearly disclosed, each installment is authorized, the first installment is not submitted for settlement until the merchandise is shipped, and subsequent installments are submitted no more frequently than monthly. Under no circumstances

may you require that a cardholder complete a postcard or other document, which displays the cardholder's account data in plain view when mailed.

4.7 Payment Card Industry Data Security. You acknowledge and agree that you are required to and shall abide by all standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry ("PCI") Data Security Standards ("PCI-DSS"), PIN Entry Device Standards ("PED"), and Payment Application-Data Security Standards ("PA-DSS"). Currently, the PCI-DSS guidelines require you (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that the point of sale equipment and applicable software used by you comply with PCI-DSS guidelines. Currently, the PCI-DSS guidelines are based on a list of twelve basic security requirements with which all payment system constituents (including you) need to comply. The requirements are:

(1) Install and maintain a firewall configuration to protect cardholder data;
(2) Do not use vendor-supplied defaults for system passwords and other security parameters;
(3) Protect stored cardholder data;
(4) Encrypt transmission of cardholder data across open, public networks;
(5) Use and regularly update anti-virus software;
(6) Develop and maintain secure systems and applications;
(7) Restrict access to cardholder data by business need-to-know;
(8) Assign a unique ID to each person with computer access;
(9) Restrict physical access to cardholder data;
(10) Track and monitor all access to network resources and cardholder data;
(11) Regularly test security systems and processes; and
(12) Maintain a policy that addresses information security.

You must also notify WorldPay of all third parties who have access to cardholder data on behalf of your business (i.e., store, process, or otherwise transmit cardholder data). You acknowledge such third parties are required by the Payment Networks to be registered, and you shall cooperate with WorldPay in completing such registration and be responsible for all fees imposed by the Payment Networks in connection therewith. If you know or suspect a security breach, you shall notify WorldPay immediately. You shall then go through your security program to identify and remediate the source of the suspected compromise. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. You acknowledge that if a Payment Network determines that you were responsible for a disclosure of cardholder transaction information or other breach of Data Security Guidelines, WorldPay and the Bank may be subject to charges imposed by the Payment Network. Further, if you are responsible for a disclosure of cardholder transaction information or other breach of Data Security Guidelines, WorldPay, the Bank, and you may be subject to third party claims. You shall indemnify and hold WorldPay and the Bank harmless from and against any and all charges, claims, demands, damages, judgments, fines, penalties, costs, and expenses, including without limitation, Chargebacks, suffered or incurred by the Bank and WorldPay as a result of your non-compliance with the Data Security Guidelines, your failure to maintain equipment and software that complies with Data Security Guidelines, or any other data compromise for which a Payment Network or a court with competent jurisdiction determines that you are responsible. You shall notify WorldPay and the Bank prior to changing your payment application software (including any change in versions of such software). You shall provide the new payment application name and version number prior to submitting any transactions to WorldPay utilizing the new payment application (including new versions).

4.8 Retention of Documents. The Bank and WorldPay may examine and verify at reasonable times all of your records pertaining to card transactions processed by WorldPay hereunder, and, subject to compliance with the Rules and applicable law, you shall preserve such records, including transaction receipts, credit vouchers, and all other written evidence of such transactions, for a period of at least two years from the date of the processing of the transaction.

4.9 Changes in Rules. If there is a change in any Rule, applicable law, or the regulation of a pertinent governmental agency, which change would make a provision of this Agreement in conflict with such Rule, law, or regulation, the Bank or WorldPay may unilaterally amend this Agreement, upon written notice to you and the other party, to conform and/or be compatible with such changed Rule, law, or regulation.

SECTION 5. PRICING.

5.1 Pricing. As consideration for the services set forth in Section 3 above, you shall pay the Bank, or WorldPay on behalf of Bank, Processing Charges in the manner and pursuant to the accompanying Customer Processing Agreement. If you have selected Cost Plus Pricing on the Customer Processing Agreement, you acknowledge that such costs include all standard fees and charges of the Payment Networks (without regard to any volume discounts) for credit or debit card transactions or other electronic payment transactions processed pursuant to this Agreement, including, without limitation, interchange, assessment, authorization, risk, transmission, FANF, and all other fees. To the extent the Customer Processing Agreement states a minimum monthly processing fee (the "Stated Minimum"), the fee is applied per location and as set forth in this Section 5.1. For customers who have selected Cost Plus Pricing, if the application of the percentage rate and per item fee shown on the Cost Plus Pricing section of the Customer Processing Agreement (the "Combined Fee") is less than the Stated Minimum in any month at any location, Customer shall be responsible for paying an amount equal to the Stated Minimum minus the Combined Fee for such location. For customers who have selected Tiered Pricing, if the fee payable pursuant to the application of the percentage rate shown on the Tiered Pricing section of the Customer Processing Agreement (the "Discount Rate Fee") is less than the Stated Minimum in any month at any location, Customer shall be responsible for paying an amount equal to the Stated Minimum minus the Discount Rate Fee for such location. Monthly fees are not pro-rated for any partial month and are payable without regard to whether or not Customer actually uses the underlying service during the month.

5.2 Deduction of Processing Charges. Processing Charges, Chargebacks, and all other amounts for which you are responsible pursuant to this Agreement shall be deducted from amounts due to you under this Agreement or such amounts shall be deducted from your Deposit/Chargeback Account, at the option of the Bank and WorldPay. You hereby authorize the Bank or WorldPay to debit your Deposit/Chargeback Account by ACH (or other electronic means) or by wire transfer for amounts due under this Agreement.

5.3 Discount Rates. If you have selected Tiered Pricing, tiered discount and surcharge shall apply to each Visa/MasterCard/Discover/PP transaction processed hereunder. Tiered rate transaction group designations include, but are not limited to, factors such as: voice authorization instead of electronic authorization; keying a Transaction Card instead of swiping it; more than one authorization per transaction; transmitting for processing more than 24 hours from the authorization time; transactions not settled within 48 hours of authorization; and "business card" transactions. Decisions as to which tier a particular transaction type is to be placed is determined by the Bank and WorldPay and is subject to change.

5.4 Estimated Averages. The Processing Charges are based upon assumptions associated with your anticipated volume, and average transaction size (as shown on the Customer Processing Agreement), as well as your method of doing business. If the actual volume or average transaction size is materially different from the anticipated amounts as shown on the Customer Processing Agreement or provided by you during the application process, or if you significantly alter your method of doing business (i.e., the nature and type of business conducted by you), WorldPay or the Bank may adjust your Processing Charges without prior notice. Any such adjustments shall be in addition to, and not in lieu of, any other remedies available to WorldPay or the Bank hereunder.

5.5 Additional Expenses. To the extent that WorldPay or the Bank provides services to you in connection with issues with the Payment Networks, including, without limitation, services related to excessive Chargebacks, excessive fraud, data security, or PCI issues; allegations of failure to comply with the Rules; assistance with registration or other actions required or appropriate in order for you to comply with the Rules; responding to requests or communications from the Payment Networks; or similar services, such services shall be provided by WorldPay at WorldPay's or the Bank's, as applicable, then current standard hourly rate. To the extent that you are classified by the Payment Networks in a "high risk" or similar category, additional fees may apply. WorldPay shall notify you of such classification, as well as the related additional fees. If the additional fees related to such high risk classification are unacceptable to you, you may terminate the Agreement without penalty by notifying WorldPay in writing of such termination, provided such notice is sent within 15 days following the date of the fee notice.

5.6 Payment for Equipment; Gateway Software. You shall be responsible for obtaining, installing, and maintaining all point of sale or similar equipment required in order to transmit transactions to WorldPay. To the extent that you purchase equipment from WorldPay, such equipment may be returned within 30 days of the original shipment date, provided the equipment is in an unused condition and is enclosed in its original packaging, with all accessories, and over boxed to protect the original packaging. A $25 restocking fee and shipping costs will apply. Returned devices must be in full working order, or the device will be charged to you at the full retail price. Exchanges and replacements of equipment under any of WorldPay's equipment replacement programs are for like devices (same model numbers and memory capacity) and may be new or refurbished. To the extent that you utilize any gateway or similar software, services, and/or hardware to connect to WorldPay's system, you understand that a separate agreement may be required with the third party provider in order to obtain such software, services or hardware, and additional fees may be charged by the third party provider in addition to the fees charged by WorldPay and the Bank as shown on the Customer Processing Agreement. You shall be responsible for any claims, demands or increased fees (including interchange downgrade expenses) that result from your (a) use of Value Added Reseller, wireless gateway, or point of sale systems that do not use the WorldPay authorization network; (b) failure to maintain the most current version of software that has been certified by WorldPay as being compatible with the WorldPay system; or (c) misuse of software that has been certified as compatible with the WorldPay system. You shall also be responsible for all telephone equipment, line charges, utility costs, and other communication charges for equipment required pursuant to this Section, including, with respect to mobile readers or mobile services, smartphones, data plans, and telecommunication services. You understand and agree that equipment and point of sale terminals which bear the WorldPay name are compatible only with WorldPay's proprietary processing system and cannot be reprogrammed to permit transactions to be processed by any other processor or competitor, either during or after termination of this Agreement.

SECTION 6. CHARGEBACKS.

6.1 Retrieval Requests. Either the Bank or WorldPay may, from time to time, request an original or copy of a transaction receipt or credit voucher (a "Retrieval Request"). You shall respond to Retrieval Requests in accordance with the Rules and shall provide WorldPay and the Bank with originals or copies of such transaction receipts or credit vouchers within ten business days of the Retrieval Request.

6.2 Chargebacks. You shall pay the Bank (as set forth in Section 6.5 of the CPA Terms) the face amount of any card transaction processed by WorldPay pursuant to this Agreement whenever any card transaction is reversed in accordance with the Rules or any applicable consumer protection statute (a "Chargeback"), including by way of example, but not limited to, the following:

(a) Goods are returned, whether or not a credit voucher is delivered to the Bank or WorldPay;
(b) The sale transaction was not specifically authorized as set forth in Section 4 above;
(c) Any card transaction is alleged by the cardholder to have been executed improperly or without authority;
(d) The documentation prepared by you evidencing the draft is illegible or incomplete;
(e) The cardholder disputes the sale, quality, or delivery of goods or the performance or quality of services covered by the draft;
(f) The cardholder asserts against the Transaction Card issuer or the Bank any claim, dispute, defense, offset, or counterclaim which the cardholder may have as a buyer against you, in which case the Bank or WorldPay shall not have any obligation to inquire into or determine the validity of any such claim, dispute, defense, offset, or counterclaim);
(g) The extension of credit for goods sold or services performed was in violation of law, rules, or regulations of any government agency, federal, state, local, or otherwise, or in violation of this Agreement;
(h) The draft lacks a Transaction Card imprint (if required) and cardholder's signature (if required);
(i) The cardholder claims the dollar amount was altered after the draft was completed;

(j) Two or more drafts were prepared by you for the same card transaction (except as otherwise permitted in Section 7.3 of the CPA Terms);
(k) The Transaction Card had expired before the transaction date or the sales transaction arises from the use of a counterfeit or otherwise ineffective Transaction Card;
(l) The embossed name on the Transaction Card differs from or is dissimilar to the name signed on the signature panel of the Transaction Card of the draft or the signature on the signature panel of the Transaction Card differs from or is dissimilar to the signature on the draft;
(m) The information contained in the draft was received by WorldPay more than 30 business days after the transaction date showing thereon;
(n) The draft is a duplicate of one previously processed or includes a charge previously paid by the cardholder;
(o) The draft is fraudulent or the sales transaction was not a bona fide transaction in the ordinary course of your business;
(p) The Transaction Card issuer has information that fraud occurred at the time of the transaction, whether or not such transaction was properly authorized by the Transaction Card issuer, and the cardholder neither participated in nor authorized the transaction; and
(q) In any other situation where a draft was executed or depository credit given in circumstances constituting a breach of any duty, term, condition, representation, or warranty by you under this Agreement, or where any action or lack of action by you in violation of the Rules has resulted in the draft being charged back to the Bank by the issuer of the Transaction Card pursuant to the Rules or the draft is charged back to the Bank for any other reason.
Additions and deletions to this list may occur as the Rules change.

6.3 Reserve Fund. If required by the Bank or WorldPay at the time this Agreement is executed, you shall establish with the Bank a Reserve Fund in the amount so required. Further, at any time during the term of this Agreement, either the Bank or WorldPay may determine in its commercially reasonable discretion that it is necessary to establish, replenish, or increase a Reserve Fund, in which case, the Bank or WorldPay shall have the right, after three days written notice to you, to establish, replenish, or increase the Reserve Fund by debiting your daily collected transactions by the amount necessary, in Bank's and WorldPay's commercially reasonable discretion, to adequately establish, replenish, or increase the Reserve Fund. If such collections are inadequate in the Bank's and WorldPay's commercially reasonable discretion to adequately establish, replenish, or increase the Reserve Fund in a timely manner, the Bank or WorldPay may deduct (by ACH debit or other electronic means) from your Deposit/Chargeback Account additional sums as necessary, in their commercially reasonable discretion, to establish, replenish, or increase the Reserve Fund. In accordance with Section 10.4 of the CPA Terms, upon termination of this Agreement, the Bank or WorldPay may continue to hold in the Reserve Fund up to the estimated aggregate dollar amount of your Chargebacks and other obligations and liabilities that the Bank and WorldPay anticipate may become due subsequent to termination and any excess shall be refunded to you. You hereby grant the Bank and WorldPay a first priority security interest in the Reserve Fund.

6.4 Temporary Holdback. In addition to any of the other rights granted to the Bank and WorldPay in this Section 6, in the event that the Bank and WorldPay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank or WorldPay on behalf of the Bank may, without notice, hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for such period as the Bank or WorldPay, in its commercially reasonable discretion, deems necessary, to reimburse the Bank and WorldPay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to WorldPay or the Bank under the terms of this Agreement as a result of such activity. To the extent (i) the investigation conducted by WorldPay and Bank with respect to the unusual or suspicious activity determines that such activity is reasonably likely to result in amounts being due from you to WorldPay or the Bank, and (ii) WorldPay or the Bank requires the establishment, replenishment or increase of a Reserve Fund in connection therewith, then the funds held pursuant to this Section 6.4 may be used to fund such Reserve Fund.

6.5 Chargeback Reimbursements. You shall reimburse the Bank for the face amount of any card transaction processed by WorldPay in the event of a Chargeback and pay a handling fee for each Chargeback in the amount set forth on the accompanying Customer Processing Agreement. You hereby authorize the Bank or WorldPay to debit without notice Chargebacks and Chargeback handling fees from your daily collected transactions, and if such collections are inadequate to reimburse the Bank and WorldPay, at the Bank's election, to deduct such amounts by ACH debit or other means from the Deposit/Chargeback Account or Reserve Fund. You acknowledge that the Payment Networks impose fines in the event you experience excessive Chargebacks as described in the Rules. You shall reimburse and indemnify WorldPay and the Bank for any fines imposed by the Payment Networks as a result of your excessive Chargebacks.

6.6 Maximum Period. You will be subject to Chargebacks on Transaction Card sales for the period specified by the Rules.

6.7 Notices of Chargebacks. The Bank and WorldPay shall deliver all Chargeback documentation to you promptly. You may specify your preferred delivery location and may select your preferred delivery method (from WorldPay's available options) for Chargeback documentation. You are responsible for verifying your deposits and statements for Chargebacks and Chargeback handling fees. You understand that you must respond to all Chargebacks within ten calendar days after notice of the Chargeback. You understand that the failure to respond within each ten day period shall constitute a waiver by you of your ability to question or reverse a Chargeback, and you shall be solely responsible if you fail to timely provide information with respect to a Chargeback.

6.8 Successor Responsibility. You are responsible for providing written notice to the Bank and WorldPay of any change in the ownership status or composition of your business. You and any successor or new owner of your business shall be jointly and severally obligated to pay for all Chargebacks, Processing Charges, or other amounts resulting from Transaction Card sales originated under this Agreement or services provided under this Agreement, unless the original owner(s) or successor thereof is released in writing by the Bank and WorldPay. This obligation shall survive the termination of this Agreement.

SECTION 7. ADDITIONAL CUSTOMER RESPONSIBILITIES.

7.1 Honoring Cards. You shall honor any valid Transaction Card that you have elected to accept hereunder, which is properly presented for use. You shall not discriminate against cardholders seeking to make purchases with a Transaction Card. Except as permitted by the Rules and applicable law, you shall not require a minimum transaction amount below which you will refuse to honor an otherwise valid Transaction Card. You shall adequately display promotional materials to inform the public that Transaction Cards will be honored by you as required by the Rules. You shall not require a cardholder, as a condition for honoring a Transaction Card, to sign a statement waiving the cardholder's right to dispute the transaction with the issuer.

7.2 Sales Transactions. Except for transactions originated by telephone, mail order, or through the Internet, you shall:

(a) include on a single sales draft all goods and services purchased in the same transaction and enter a description of the goods or services sold and the price thereof (including any applicable taxes) in detail sufficient to identify the transaction;
(b) enter on the sales draft the date of the transaction;
(c) obtain the signature of the cardholder on the sales draft, if required by the Rules;
(d) compare the signature on the sales draft with the signature on the Transaction Card presented to ascertain that they appear to be the same;
(e) check the effective date, if any and expiration date on the Transaction Card;
(f) examine any security features on the Transaction Card;
(g) deliver to the cardholder at the time of delivery of goods or performance of service a true and complete copy of the sales draft or credit voucher; and
(h) ensure that each cardholder receipt contains the following information:
    (i) the transaction payment type, e.g. Visa, MasterCard, etc.;
    (ii) your name, location, and location code;
    (iii) the account number of the Transaction Card, disguised or suppressed as required by the Rules;
    (iv) transaction amount;
    (v) transaction date;
    (vi) a legend identifying the party to whom it will be delivered, e.g. member copy, merchant copy, cardholder copy, except as permitted by the Rules; and
    (vii) authorization code, if applicable.

The cardholder receipt must also disguise or suppress the expiration date of the Transaction Card as required by the Rules.

7.3 Multiple Sales Drafts. You shall include on any single transaction receipt the entire amount due for each transaction unless: (a) the balance of the amount is paid by the cardholder at the time of sale in cash, by check, by additional Transaction Cards, or by other means; or (b) all or a portion of the goods or services are to be delivered or performed at a later date, and the cardholder enters two or more transactions, one of which represents a deposit and the others of which represent payment of the balance and the transaction receipt for the balance is completed only upon delivery of the goods or performance of the services. In the case of delayed payment of the balance due on a transaction, you shall (i) note on the transaction receipt the words "balance" and (ii) not present the "balance" transaction receipt until all of the goods are delivered or the services performed.

7.4 Returns. You shall maintain a fair policy for the exchange and return of merchandise and for adjustment of services rendered and to give proper credit in such circumstances in accordance with the Rules. In such circumstances, you shall prepare and deliver to the Bank, WorldPay, and the cardholder a properly completed credit voucher. You may limit your acceptance of returned merchandise, provided proper disclosure is made and purchased goods or services are delivered to the cardholder at the time of the transaction. Proper disclosure by you shall be determined to have been given by printing an appropriate notice (such as "NO REFUND" or "EXCHANGE ONLY") on all copies of the sales draft prior to obtaining the cardholder's signature thereon. You shall not make cash refunds to cardholders for transactions utilizing a Transaction Card.

7.5 Obligation to Report Statement Discrepancies. You shall be solely responsible for reviewing your statements from WorldPay (including statements provided online) and for reporting to WorldPay in writing, within 30 days of your receipt (statements provided online shall be deemed received the first day they are available online) of any statement from WorldPay, any underpayments, overpayments, or other discrepancies of any items reflected on such statements or related to the period covered by such statement, including, without limitation, discrepancies between the volume and/or value of transactions that you actually processed during the period indicated by the statement. You acknowledge and agree that WorldPay and the Bank shall not be liable or otherwise responsible to you, and shall have no obligation to reimburse you, for any underpayment to you or other discrepancy that is not reported to WorldPay in writing within 30 days of your receipt of the applicable statement. You acknowledge and agree that you shall reimburse WorldPay and/or the Bank upon demand for any misdirected deposits, duplicate deposits, or inadvertent over payments into any of your bank accounts hereunder, or at the Bank's or WorldPay's election, the Bank or WorldPay may deduct such amounts by ACH debit or other means from your Deposit/Chargeback Account or Reserve Fund.

7.6 Charges to Cardholders. You shall not require any cardholder to pay any part of the Processing Charges, or to pay any contemporaneous finance charge in connection with a transaction in which a Transaction Card is used, unless permitted by the Rules. You must not request or use a Transaction Card account number for any purpose other than as payment for goods or services provided by you to the cardholder, except as otherwise permitted in the Rules.

7.7 Fraud. You shall be solely responsible for losses and expenses incurred by the Bank or WorldPay as a result of or arising out of the fraud, gross negligence, or willful misconduct of your employees, contractors, or agents.

7.8 Change of Address. You shall notify the Bank and WorldPay in writing at least 48 hours in advance of any change of address. The Bank and WorldPay shall be entitled to rely on your address shown in the Customer Processing Agreement unless such address is updated in accordance with this Agreement.

7.9 Cardholders. You shall not sell, purchase, provide, or exchange information obtained by reason of an Authorized Card Transaction to any third party other than your agents, the Bank, WorldPay, or the Payment Networks, except as specifically required by law. You shall not make a cash disbursement to any cardholder (including you when acting as a cardholder) nor receive monies from a cardholder and subsequently prepare a credit to cardholder's account.

7.10 Evidence of Authority. Within five days after request by the Bank or WorldPay, you shall submit to the Bank or WorldPay a duly executed corporate or partnership resolution reflecting the authority of your business to enter into this Agreement and the authority of the individual executing this Agreement on behalf of your business to do so.

7.11 Financial Information. You shall provide such financial information as may be requested by WorldPay or the Bank from time to time during the term of this Agreement in order for WorldPay or the Bank to comply with the Rules of any Payment Network or to otherwise enable WorldPay and the Bank to assess your financial condition and the related risk associated with your business. Such financial information may include copies of quarterly and annual financial statements, including, if available, audited statements.

SECTION 8. CUSTOMER REPRESENTATIONS.

8.1 You hereby represent and warrant to WorldPay and the Bank that:

(a) You have full legal power and authority to enter into and perform your obligations under this Agreement and that such actions have been duly authorized by you;

(b) Your facsimile or electronic signature hereon constitutes a valid and binding Agreement;

(c) This Agreement constitutes the legal, valid, and binding obligations of you, enforceable against you in accordance with its terms;

(d) The transactions transmitted to WorldPay for processing and to the Bank for settlement will represent the indebtedness of the cardholder in the amount set forth therein for goods sold or services rendered by you and shall not involve any element of credit for any other purpose;

(e) You shall not transmit Transaction Card information to WorldPay or Bank that represents sales made by any individual or entity other than you;

(f) You represent that all of the disclosures in the Customer Processing Agreement or other information submitted to the Bank and WorldPay, including, without limitation, the processing assumptions contained on the Customer Processing Agreement, your Internal Revenue Service Tax Identification Number (EIN or SSN), and the business name under which you file taxes are true, accurate and complete and do not omit any information necessary to make such disclosures not misleading to the Bank and WorldPay; and

(g) As to each transaction receipt delivered to the Bank, and as to the transaction evidenced thereby, the transaction receipt represents a bona fide sale or lease of goods or services or both, originated by you in compliance with this Agreement and the Rules; all transaction receipts are free from any alteration not authorized by the cardholder; the transaction is in compliance with all applicable laws, rules, and regulations; the indebtedness represented by the transaction receipt has not been pledged as collateral for payment of any indebtedness or obligation of you or any other person; and you have no knowledge or notice of information that would lead you to believe that the enforceability or collectability of the subject transaction receipt, and the transaction evidenced thereby, is in any manner impaired. If a claim or demand is received from a third party by WorldPay or the Bank, indicating that such third party is entitled to all or part of the funds payable by WorldPay or the Bank to you pursuant to this Agreement, and such claim includes documentation that appears to support such claim or demand in WorldPay's and Bank's commercially reasonable discretion, WorldPay or the Bank shall be entitled to hold (or interplead into a court of competent jurisdiction) all such funds until the valid owner of the funds is determined, either by WorldPay and Bank (in their commercially reasonable discretion) or by a court of competent jurisdiction. Neither WorldPay nor Bank shall be liable for any damages for taking any action in accordance with the foregoing sentence.

8.2 Credit Review Approval Required. You understand that the Customer Processing Agreement may be rejected or terminated by WorldPay or the Bank if you are not approved by the Bank's and WorldPay's credit and risk departments and that a consumer report of each of the officers, partners, or owners of your business may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

SECTION 9. INDEMNIFICATION, DISCLAIMER, LIMITED LIABILITY.

9.1 Indemnification. You shall indemnify and hold the Bank and WorldPay and their respective agents, officers, directors, employees, and affiliates harmless from and against any and all claims, demands, damages, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) suffered or incurred by either of them arising out of any breach by you of the terms of this Agreement or arising from any act or omission by you which violates any applicable federal, state, local, or other laws, rules, or regulations or which violates any of the Rules. The Bank and/or WorldPay may defend any such claims or demands made against either of them or request you to take up such defenses.

9.2 Disclaimer of Warranties. THE PRODUCTS AND SERVICES SOLD HEREUNDER ARE SOLD "AS IS" AND "WHERE IS". OTHER THAN ANY THIRD PARTY MANUFACTURER'S OR THIRD PARTY SERVICE PROVIDER'S WARRANTIES WHICH MAY BE

PASSED THROUGH TO YOU, IF ANY, WORLDPAY AND THE BANK MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE.

9.3 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE FINANCIAL RESPONSIBILITY OF WORLDPAY AND THE BANK FOR ANY FAILURE OF PERFORMANCE BY WORLDPAY OR THE BANK UNDER THIS AGREEMENT EXCEED THE FEES OR CHARGES PAID TO WORLDPAY BY CUSTOMER FOR THE TRANSACTION OR ACTIVITY THAT IS OR WAS THE SUBJECT OF THE ALLEGED FAILURE OF PERFORMANCE AND IN ANY EVENT, SUCH FINANCIAL RESPONSIBILITY SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES AND CHARGES PAID TO WORLDPAY PURSUANT TO THIS AGREEMENT IN THE THREE MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OF LIABILITY. FOR PURPOSES OF THIS SECTION 9.3, FEES OR CHARGES OF THE PAYMENT NETWORKS OR OTHER THIRD PARTIES PASSED THROUGH TO CUSTOMER PURSUANT TO THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF FEES AND CHARGES PAID TO WORLDPAY. IN NO EVENT SHALL THE BANK, WORLDPAY, OR THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR CLAIMS BY CUSTOMER OR ANY THIRD PARTY RELATIVE TO THE TRANSACTIONS OR ACTIVITIES HEREUNDER, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 10. TERM, TERMINATION.

10.1 Term. Subject to Section 8.2 above, this Agreement shall be binding upon the parties when you execute this Agreement, including execution by manual signature, electronic signature, or by clicking "I agree" or words of similar import. This Agreement shall continue in effect for a period of three years, beginning as of the date on which your account with WorldPay is activated (the "Activation Date"). Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless either (i) you elect to terminate as of the expiration of the then current term by giving written notice of non-renewal to WorldPay and the Bank at least 90 days before the expiration of the then current term, or (ii) WorldPay or the Bank elects to terminate by giving written notice to you before the expiration of the then current term. To the extent, as an accommodation to you, WorldPay or the Bank provides you with services pursuant to this Agreement either before or after the effective date of this Agreement, the terms of this Agreement shall apply to such transactions.

10.2 Termination Without Notice. WorldPay or the Bank may terminate this Agreement or any Addendum without notice, at any time as a result of any of the following events: (a) any noncompliance by you with this Agreement or any Addendum or the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings involving you or an affiliated entity or individual; (c) WorldPay or the Bank deems you to be financially insecure; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks or you are listed on the Questionable Merchant Report of MasterCard; (e) you materially alter the nature and type of business you conduct, or (f) WorldPay or the Bank is prohibited by applicable law or the Payment Networks from conducting business with you or your principals. In the event of your bankruptcy, insolvency, or other suspension of business operations, you shall not, except pursuant to court order or other requirement under applicable law, sell, transfer, or disclose any materials that contain cardholder data to third parties, and you shall either immediately return the cardholder data to WorldPay and the Bank or provide acceptable proof to WorldPay and the Bank that the cardholder data has been properly destroyed.

10.3 Termination With Notice; Early Termination. In the event WorldPay or the Bank breaches any of the provisions of the Payment Services Agreement or any Addendum and fails to cure such breach within 30 days of receipt of written notice from you specifying such breach, you may terminate the Payment Services Agreement or the applicable Addendum which was breached immediately at the expiration of the 30 day cure period. If, prior to the end of the initial term, (a) you terminate the Payment Services Agreement (or if the only services that you are receiving from WorldPay and Bank are pursuant to an Addendum, you terminate an Addendum) without cause, or (b) WorldPay or the Bank terminates this Agreement or any Addendum pursuant to Section 10.2 of the CPA Terms, or (c) you sell all or substantially all of your business' assets and this Agreement is not assigned to and assumed by the acquirer of such assets (collectively, an "Early Termination"), then you shall pay to WorldPay, as an early termination fee, an amount equal to (a) $495.00 for the first location and $295 for each additional location if such Early Termination occurs on or prior to the first anniversary of this Agreement, (b) $395.00 for the first location and $195 for each additional location if such Early Termination occurs after the first anniversary of this Agreement and before the second anniversary of this Agreement, or (c) $295.00 for the first location and $95 for each additional location if such Early Termination occurs on or after the second anniversary of this Agreement. If, prior to the end of the initial term, you remove or fail to process with WorldPay and the Bank transactions that are conducted at all of your locations (as required by Section 11.1 of the CPA Terms), then WorldPay may elect to keep this Agreement in place but you shall pay to WorldPay the applicable Early Termination fee for each such location. The parties agree that the damages that would be incurred by WorldPay as a result of any Early Termination are difficult to calculate, and the early termination fee described above is intended as a reasonable approximation of such damages and not as a penalty. Such termination fee may be off set against amounts otherwise due to you hereunder or may be deducted (by ACH debit or other electronic means) from the Deposit/Chargeback Account or Reserve Fund by the Bank and WorldPay. Payment of any termination fee hereunder shall be WorldPay's and the Bank's sole remedy with respect to such Early Termination of the Agreement or a location, as applicable, provided the foregoing shall not be deemed to waive the Bank's or WorldPay's (i) rights to payment of any Processing Charges, Chargebacks, or other amounts payable hereunder that pertain to the period during which WorldPay and the Bank processed or settled transactions for you under this Agreement, (ii) rights or remedies with respect to any violation of this Agreement by you other than the breach associated with the Early Termination, (iii) rights under Section 5.4 of the CPA Terms to the extent you continue to process with WorldPay and Bank with respect to some, but not all, of your locations and the anticipated volume associated therewith is materially different than the anticipated volume shown on this Agreement, or (iv) rights under Section 11.12, if applicable. Your obligation to pay such early termination fee shall

survive any termination of this Agreement. Termination of services under any Addendum shall not affect or terminate the services provided pursuant to the Payment Services Agreement or any other Addendum, provided if WorldPay or the Bank terminates services under an Addendum for any reason, WorldPay and Bank shall have the right to terminate their obligation to provide services under the Payment Services Agreement or any other Addendum. Termination of the Payment Service Agreement shall automatically terminate the Addendum – Terms and Conditions of Wireless Services and Addendum – Terms and Conditions of ACH Services.

10.4 Additional Rights. Upon any termination of this Agreement, the Bank shall determine and the Bank, or WorldPay on behalf of the Bank, may notify you of the estimated aggregate dollar amount of your Processing Charges, Chargebacks, refunds, and other obligations and liabilities under this Agreement that the Bank and WorldPay reasonably anticipate may become due subsequent to termination (the "Estimated Exposure Amount"), and you shall immediately establish, replenish, or increase a Reserve Fund to the Estimated Exposure Amount by depositing the necessary amount with the Bank, or the Bank, at the Bank's option, may withhold such necessary amounts from credits due to you, may debit your Deposit/Chargeback Account for such necessary amounts, or may utilize the funds in any existing Reserve Fund, if applicable. The Bank is authorized to hold such funds for a reasonable period not to exceed the later of ten months after termination of this Agreement or the length of time applicable laws, rules, or regulations or the Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and WorldPay and the Bank may receive out of such funds those amounts that are or become due to WorldPay and the Bank pursuant to this Agreement.

10.5 Survival. The obligations of all parties hereto incurred prior to the effective date of termination of the Agreement or any Addendum or arising from transactions processed or services performed prior to such termination shall survive the termination of the Agreement or Addendum, as applicable. Without limiting the generality of the foregoing, you shall be liable both before and after termination of the Agreement or Addendum, as applicable, for all Chargebacks, Processing Charges, and other amounts payable pursuant thereto relating to card transactions processed or settled, or services performed by WorldPay or the Bank for you, prior to such termination and for all of your obligations, warranties, and liabilities pertaining to the period during which WorldPay and the Bank processed or settled transactions or performed services for you under this Agreement or any Addendum, including all indemnification obligations under Sections 2, 6.5, and 9.1 above, regardless of whether you have paid an early termination fee under Section 10.3 above. In addition to the foregoing, and in addition to those sections of this Agreement which by their terms or nature survive, Sections 4.4, 4.7, 4.8, 6.6, 6.7, 7.4, 7.5, 7.7, 9.2, 9.3, 10.4, 10.5, 11.2 through 11.10, 11.11 (last sentence only), 11.12, 11.13, 11.14 (last sentence only), and 11.16 (last two sentences only) of these CPA Terms shall survive any termination or expiration of this Agreement.

SECTION 11. GENERAL PROVISIONS.

11.1 Exclusivity. You agree that throughout the term of this Agreement, you will not use the services of any bank, corporation, entity, or person other than WorldPay and the Bank to provide services similar to those contemplated in this Agreement.

11.2 Assignment; Binding; No Third Party Beneficiaries. You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of the equity interests of your business such that the holders of the equity interests as of the date you sign your Customer Processing Agreement do not own more than 50% of the equity interests of your business immediately after such transfer shall be deemed an assignment of this Agreement. The Bank may assign this Agreement without your consent. WorldPay may assign its rights and obligations under this agreement to another transaction processor approved by the Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or permitted assigns. This Agreement will not confer any rights or remedies upon any person or entity other than the Bank, WorldPay, and you.

11.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. In connection with any dispute relating to this Agreement, you and all individuals executing this Agreement in any capacity hereby consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Atlanta, Georgia or Fulton County, Georgia.

11.4 Attorneys' Fees. In the event the Bank or WorldPay shall employ legal counsel or bring an action at law or other proceeding against you to enforce any of the terms, covenants, or conditions of this Agreement, you shall pay to the Bank and/or WorldPay its reasonable attorneys' fees and costs so incurred.

11.5 Maintenance of Records by Electronic Means. You understand and acknowledge that WorldPay and the Bank, in the ordinary course of their regularly conducted business activities, may keep or maintain certain of its business records and documentation by scanning such records and documents so as to create a photographic or other image or representation of same that may be stored by electronic means and, if necessary, subsequently reproduced in paper form. You hereby waive any objection to WorldPay's and the Bank's maintenance and/or reproduction of such records and documents in this manner, and you further agree that you shall not challenge or contest the authenticity or admissibility of same on such grounds in any legal action or proceeding.

11.6 Notices. Except as otherwise provided in this Agreement, written notices required under the terms of this Agreement shall be sent by (a) Priority U.S. mail, return receipt requested, (b) personal delivery including Federal Express, DHL, UPS, or other reputable express courier services, or (c) facsimile, provided written confirmation of receipt is received, return receipt requested and a copy is sent by either the method described in (a) or (b). Notices shall be addressed to the Bank at RBS Citizens, N.A., 1 Citizens Plaza, Providence, Rhode Island 02903, Attention: Senior Counsel, Business Services Legal; to WorldPay at WorldPay US, Inc., 600 Morgan Falls Road, Atlanta, Georgia, 30350, Attention: Legal Department, Fax 678-587-2244; and to you at your address shown in the Customer Processing Agreement; or such other address as shall be provided by the Bank, WorldPay, or you in writing, to the other. Except as otherwise

provided in this Agreement, notices shall be effective upon actual receipt. Notwithstanding the foregoing, you agree that notices sent in the following manner shall also be deemed to constitute written notice under the terms of this Agreement: (i) if you receive written statements, notices may be sent to the address provided by you for the receipt of statements and may be included with such statements, and (ii) if you receive electronic statements via the online account that WorldPay provides to you, notices may be sent by making such notice available at such online account, and in each of the foregoing instances, notices shall be effective when sent. Further, you agree that notices may include a link or direction to an on-line address, which shall be deemed to be effective if included within a notice that is delivered pursuant to any of the methods described in this Section 11.6.

11.7 Confidentiality. You acknowledge that each of WorldPay's and the Bank's businesses is highly competitive and that its respective books, records, and documents, its technical information concerning its products, equipment, services, and processes, procurement procedures and pricing techniques, the names or other information (such as credit and financial data) concerning the cardholders, WorldPay, and the Bank, whether provided or received by you pursuant to the Payment Services Agreement or any Addendum, all comprise confidential business information and trade secrets of WorldPay and the Bank which are valuable, special, and unique assets of WorldPay and the Bank, which each uses in its business to obtain a competitive advantage over its competitors, which do not know or use this information, or have access to it (collectively, "WorldPay/Bank Protected Information"). You further acknowledge the protection of WorldPay/Bank Protected Information against unauthorized disclosure and use is of critical importance to WorldPay and the Bank in maintaining their respective competitive positions. Accordingly, you hereby agree that neither you, nor any of your employees or agents, will make any unauthorized disclosure of any WorldPay/Bank Protected Information, or make any use thereof, except for the benefit of, and on behalf of, WorldPay and the Bank in accordance with this Agreement. All WorldPay/Bank Protected Information received by you and/or your employees or agents from WorldPay or the Bank shall be treated as confidential and only those disclosures as may be necessary in accordance with this Agreement may be made and then only to the extent necessary. The provisions of this Section 11.7 shall be effective during the term of this Agreement and for a period of two years thereafter, provided with respect to WorldPay/Bank Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 11.7 shall continue in effect for the longer of (i) two years after the termination of the Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

With respect to confidential or proprietary information that is (a) provided by you to WorldPay or the Bank pursuant to this Agreement or as part of the application process or (b) received by either of them from you in the course of their performance of services for you ("Information from You"), WorldPay and the Bank each agrees that it shall not disclose any such Information from You in violation of the Rules or applicable laws, rules, and regulations. Subject solely to WorldPay's and the Bank's foregoing obligation to protect Information from You in accordance with applicable law and the Rules, you understand and agree that WorldPay and the Bank may disclose or use Information from You, and in furtherance thereof, you hereby grant WorldPay and the Bank a royalty-free, non-exclusive, perpetual license to copy, use, or sub-license or otherwise distribute such Information from You, in any discrete or aggregated form (including data formulated from such data), (i) incidentally as part of the performance or development of existing or new services, products, or programs for customers of WorldPay, the Bank, their non-affiliated marketing partners, referral partners, business partners, or third party vendors or service providers (collectively, "Sharing Parties"), or their respective affiliates, including the performance of analytics services for customers, (ii) for the purposes of analyzing trends and improving the offerings of WorldPay, the Bank, the Sharing Parties, or their respective affiliates, (iii) in order to promote the services of WorldPay, the Bank, the Sharing Parties, or their respective affiliates, including, without limitation, the right to contact you, including by email, regarding new services or products, promotions, advertising campaigns, contests, special offers, or other similar events or activities, and (iv) in connection with the development of existing or prospective non-affiliated third party business relationships.

11.8 Force Majeure. WorldPay and the Bank shall not be liable for delays in authorization, processing, settlement, or other non-performance under the Payment Services Agreement or any Addendum caused by such events as fires, telecommunications, or utility or power failures, equipment failures, labor strife, riots, war, non-performance of WorldPay or the Bank's vendors or suppliers, acts of God, or other causes over which WorldPay and the Bank have no reasonable control.

11.9 Entire Agreement; Modification, Waiver; Section References. This Agreement constitutes the entire understanding of WorldPay, the Bank, and you with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations, whether oral or written between them with respect to the subject matter hereof. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No WorldPay sales representative is authorized to make any change to the Agreement. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion. WorldPay and the Bank shall have the right to modify the terms and conditions of this Agreement, including any Addendum, which right shall include, without limitation, the ability to modify, amend, or supplement the fees set forth on the Customer Processing Agreement, by providing notice thereof to you (the "Change Notice"). Such modifications, amendments, or supplements shall become effective upon the date stated in the Change Notice, provided the date shall not be fewer than 15 days after the date of the Change Notice, unless the notice relates to a change in the Rules made by the Payment Network, a change in the fees charged by the Payment Networks, or a change in applicable laws, rules, or regulations (collectively, a "Third Party Change"), in which case the modification, amendment, or supplement shall be effective upon the earlier of the date stated in the Change Notice or upon the date the Third Party Change is or was implemented by the Payment Network or applicable governing authority. In the event of any modification of this Agreement by WorldPay or the Bank as contemplated in this Section 11.9, you shall have the right to terminate the Payment Services Agreement or the Addendum which was amended, without the payment of any early termination fee otherwise payable pursuant to Section 10.3 of these CPA Terms, by providing written notice thereof to WorldPay and the Bank, provided such notice must be given within 15 days following the date of the Change Notice, and provided further, no such right to terminate shall apply in the event the modification relates to a Third Party Change. For the avoidance of doubt and as an example, in the event a Change Notice is given (excluding a Third Party Change) with respect to the Addendum – Terms and Conditions of Gift Card Services, you may terminate your election to utilize Gift Services, if a Change Notice is given (excluding a Third Party Change) with respect to the Addendum - Terms and Conditions of ACH Services, you may terminate your ACH services, etc.; however, the issuance of a Change Notice related to any one Addendum shall not permit you to terminate the Payment Services Agreement or any other Addendum not amended. WorldPay reserves the right to terminate the provision of any of its ancillary

services, i.e. services other than the processing and settlement of Transaction Cards, by providing you written notice thereof, which shall, for purposes of this Section 11.9, be considered an amendment of the related Addendum. You further understand that the point of sale terminals, readers, gateways, software, and other products or services that are used in connection with the processing and settlement of Transaction Cards and that are offered or supported by WorldPay or that are certified as compatible with WorldPay's platform may change and may be updated from time to time, and any such update to such Supported Products shall not be considered an amendment of this Agreement for purposes of this Section 11.9. Unless otherwise specified, a reference in the CPA Terms to a section means a section of the CPA Terms, and a reference in an Addendum to a section means a section of that respective Addendum.

11.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

11.11 Marks. From time to time, WorldPay may provide you with materials that include WorldPay's name, logo, trademarks, and/or service marks ("Marks"). You shall only use such materials and Marks in accordance with guidelines and other instructions that WorldPay provides to you from time to time. Upon the termination or expiration of this Agreement, or at any such earlier time as WorldPay may request, you will cease using such materials and Marks and will, as directed by WorldPay, return to WorldPay or destroy all materials containing the Marks.

11.12 Promotional Items. In the event Customer (a) receives bonuses, credits, or free or discounted equipment, services, or similar items (a "Promotional Item") from WorldPay or the Bank and (b) either (i) terminates this Agreement without Cause prior to the first anniversary of the Activation Date, (ii) fails to process with WorldPay and the Bank in accordance with the requirements of this Agreement during such one-year period, or (iii) fails to meet the qualification or eligibility requirements associated with such Promotional Item, then Customer shall be obligated to pay WorldPay and the Bank (A) with respect to a bonus or credit, the amount of the bonus or credit, or (B) with respect to free or discounted equipment, services, or similar items, WorldPay's standard price for such equipment, service or item, less the discounted amount paid, if any, by Customer for each such Promotional Item, and WorldPay and the Bank shall have the right to off set amounts due under this Section 11.12 against amounts otherwise due to Customer hereunder or may deduct such amounts (by ACH debit or other electronic means) from the Deposit/Chargeback Account or any Reserve Fund held by the Bank and WorldPay. The rights set forth in this Section 11.12 are in addition to such rights as the Bank and WorldPay may have under Section 10.3.

11.13 Relationship of Agreement and Addenda; Conflicts. The CPA Terms shall apply to all services, products, and programs described in any Addendum, including, without limitation, confidentiality obligations, disclaimer of warranties, limitations on liability, indemnification obligations, obligations to report statement discrepancies, and the terms included in the General Provisions section. Capitalized terms that are used in an Addendum have the meanings set forth in the CPA Terms unless otherwise defined in that Addendum. In case of any conflict between the terms of the Payment Services Agreement and any Addendum, the terms of the Addendum will apply solely with respect to the services provided under that Addendum. In the case of any conflict between the terms of various Addenda, the terms of each respective Addendum will apply solely with respect to the services to be provided under that Addendum.

11.14 Accelerated Settlement Programs. To the extent you qualify for and participate in WorldPay's next business day, weekend, or similar accelerated settlement programs, you understand and agree that settlement of such funds is subject to WorldPay's and Bank's timely receipt of funds from the Payment Networks, is subject to WorldPay's and Bank's normal transaction risk review, and is inapplicable to card types settling directly with you. Availability of funds deposited into your account is subject to your local bank's policies. Settlement obligations are subject to bank holidays and to the other terms and conditions of these CPA Terms. WorldPay may establish required batch times in order for you to qualify for accelerated funding programs and your failure to batch by such times for 30 days may result in a change of your funding times. WorldPay recommends that you batch transactions at least 15 minutes prior to any stated required batch time. Amendment of WorldPay's criteria to participate in or rules associated with its accelerated settlement programs will not constitute an amendment to the Agreement that allows you to terminate this Agreement as contemplated in Section 11.9 of these CPA Terms. In no event shall WorldPay or the Bank be liable to you for monetary damages associated with failure to meet accelerated settlement times.

11.15 Petro Services. If you select Wright Express services, you are selecting WorldPay's Wright Express Direct services ("WEX Direct"). Under WEX Direct, Wright Express has no direct obligation to you. You must comply with, and Wright Express Transactions are subject to, the Wright Express Card Sales Procedures and the Wright Express Merchant Chargeback Guide made available to you by WorldPay and as may be amended from time to time by Wright Express, which procedures and guide shall be considered Rules as defined herein.

11.16 WorldPay Web-Based Services; Software; License. In the event you (a) elect to receive any of WorldPay's web based software services such as "Virtual Terminal", "VT", "VT Payments", or the online merchant portal, or (b) otherwise utilize any other software provided by WorldPay such as the WorldPay Mobile application (collectively, the "WorldPay Software"), you agree to use such WorldPay Software in accordance with this Agreement and all terms, instructions, and operating guidelines that may be made available by WorldPay from time to time. Subject to this Agreement, WorldPay grants a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to access and use the WorldPay Software solely in connection with payment processing services provided by WorldPay and Bank to you. WorldPay may terminate or suspend your rights under this Agreement to use the WorldPay Software immediately and without notice if you fail to comply with any term or condition applicable to the use of such WorldPay Software or if the Agreement is terminated or services under it are suspended. You acknowledge that you do not have the right to reverse engineer, decompile, disassemble, translate, copy, modify, alter, or otherwise change any product or service provided to you by WorldPay or Bank, including any WorldPay Software. Upon termination or suspension of these rights, you must immediately cease using the WorldPay Software.

11.17 Equipment/Applications for Mobile Solutions. If you utilize one of WorldPay's mobile solutions, you acknowledge that you are responsible for providing (a) your own compatible mobile device, (b) voice-data wireless service for your mobile device, and (c) a compatible mobile encryption card reader. Encryption card readers may be purchased through WorldPay or from a third party provider. You understand that in order to use the encryption card reader you will need to download the applicable free mobile application to your mobile device in order to use it as a payment device, and you understand that additional terms and conditions may apply regarding the use of this application and the related services.

ADDENDUM – TERMS AND CONDITIONS OF WIRELESS SERVICES (Vx 610)

To the extent you elect at any time to utilize WorldPay and Bank to process transactions utilizing wireless devices ("Wireless Devices") that have been certified by WorldPay as compatible with its processing system and wireless telecommunication services are provided by WorldPay or Bank in connection therewith (the "Wireless Services"), the following terms and conditions shall apply.

SECTION 1. FEES. You acknowledge that the fees listed in the Customer Processing Agreement for Wireless Services are in addition to (a) the per transaction, monthly processing, and other fees indicated in your Customer Processing Agreement, and (b) any amounts payable with respect to the purchase or rental of a Wireless Device.

SECTION 2. TELECOMMUNICATION SERVICE TERMS. If the Wireless Services you are using relate to wireless telecommunications services, you acknowledge that WorldPay and the third party provider of the Wireless Services impose certain additional terms and conditions regarding the use of the Wireless Services which are located at http://www.worldpay.us/wirelessterms.pdf ("Wireless Terms"). In order to access the Wireless Terms, please enter the passcode "mobileterms1" when requested. You acknowledge that you have read the Wireless Terms and agree to comply with the Wireless Terms, as such terms may be amended from time to time and published at the foregoing website, as long as you receive Wireless Services.

SECTION 3. SURVIVAL. In addition to those sections of this Addendum which by their terms or nature survive, Sections 1 and 2 of this Addendum shall survive any termination or expiration of this Addendum.

ADDENDUM-TERMS AND CONDITIONS OF GIFT CARD SERVICES

To the extent you elect at any time to utilize WorldPay to provide services (the "Gift Card Services") related to your program (the "Gift Card Program") for the acceptance of Gift Cards (as defined in Section 1 of this Addendum), the following terms and conditions shall apply.

SECTION 1. GIFT CARD SERVICES. Subject to and in accordance with this Addendum, WorldPay agrees to provide Gift Card Services to you. As used in this Addendum, "Gift Card" shall mean closed network gift cards that are issued by you, meaning that the Gift Cards may be used in exchange for the purchase of goods or services from you and only at your locations and at no other locations. The Gift Cards will have no pre-set face value, and you shall establish the value when activating the Gift Card.

SECTION 2. FEES. As consideration for the services set forth in Section 1 of this Addendum, you shall pay WorldPay fees in the manner and pursuant to the accompanying Customer Processing Agreement. Transaction fees apply to activation/reload, void activation, redemption, and balance inquiry. Additional fees apply in the event you elect to order physical cards for the Gift Card Program from WorldPay or to convert existing Gift Cards to WorldPay's platform. You should call your Account Executive or Customer Service for a quote on Gift Card orders. A conversion fee of $50 applies for conversion of less than 1,000 Gift Cards. A fee of $0.05 per Gift Card applies to conversion of Gift Cards in excess of 1,000 cards. A $2.00 service fee will be applied monthly against the balance of a Gift Card that has been inactive for at least 12 months or as set forth on the Gift Cards themselves (except where prohibited by law). WorldPay charges you a dormancy fee for each service fee assessed in the amount set forth in the Customer Processing Agreement.

SECTION 3. TAXES. Taxes are the sole responsibility of you and your cardholders (except for income taxes in respect of fees collected by WorldPay pursuant to Section 2 of this Addendum).

SECTION 4. PROPRIETARY RIGHTS. Gift Cards ordered and delivered to you are your property. The WorldPay name and WorldPay's standard Gift Card designs and related marks shall remain the intellectual property of WorldPay.

SECTION 5. INDEMNITY. You agree to indemnify and hold WorldPay and its officers, directors, agents, affiliates, employees, parent, and subsidiaries, harmless against any cardholder or third party claims arising out of the use of Gift Cards issued pursuant to the Gift Card Program. You further acknowledge that WorldPay is not responsible for losses resulting from fraud committed by Gift Card holders or your employees.

SECTION 6. CARD ISSUER. You acknowledge that, for purposes of the Gift Card Program, you are a card "issuer" and that WorldPay is merely providing a service to you to facilitate the conduct of the Gift Card Program by you. As a courtesy to you, WorldPay's system will prohibit card deactivation by you within 12 months from date of activation or last reload (except in the case of fraud). However, it is your sole responsibility to insure that you are in compliance with relevant law governing the use and cancellation of electronic gift cards/certificates. You are responsible for ensuring that funds related to the Gift Card Program are administered in accordance with unclaimed property and other applicable laws.

SECTION 7. CONVERSION OF EXISTING GIFT CARDS. In the event you elect to convert pre-existing proprietary gift cards from selected other Gift Card providers to the WorldPay Gift Card platform, the terms set forth in this Section 7 shall apply. Gift Card conversion is available only for certain select Gift Card providers. Customers with open network gift cards, proprietary cards from unsupported providers, and/or unsupported point of sale ("POS") terminals are not eligible for Gift Card conversion. (Note: Customers using value added reseller systems will be provided information on WorldPay POS requirements so that feasibility for requested conversion can be assessed). Once Gift Cards are converted to WorldPay's Gift Card platform, the Gift Cards operate and are subject to WorldPay's Gift Card business rules, processes, and reporting systems. WorldPay will work with you to plan conversion implementation, set the file conversion date, and establish pre-conversion and post-conversion operational and training schedules. To maintain Gift Card balance integrity, you must convert all Gift Card balances in a single conversion file. Once Gift Card balances are loaded onto WorldPay's Gift Card platform, no further Gift Card transactions can be processed through your prior Gift Card provider's system. You assume the risk if more value is redeemed than the Gift Card balance(s). You shall be responsible for providing accurate conversion file data in the format and layout specified by WorldPay. Such data file shall include (for each Gift Card balance to be converted): card number (up to 19 digits), date activated (if blank, defaults to conversion load date), activating WorldPay Merchant Number (if blank, defaults to first merchant number in WorldPay's Customer Information System), and current Gift Card balance. You warrant that you have the right to all conversion data supplied and to the use of associated BINs (bank identification numbers) on the Gift Cards to be converted. Moreover, you shall indemnify WorldPay against any third party claims associated therewith. WorldPay's sole responsibility under this Section 7 is to convert the information provided by you to the Gift Card platform and to validate the card count and total Gift Card balance converted. Gift Card conversion does not support conversion of Gift Card transaction history, reload, or any text, 800 #s, or Web sites printed on converted cards that differ from WorldPay's functionality.

SECTION 8. MISCELLANEOUS. WorldPay reserves the sole right to cease processing your Gift Card transactions at any time if it determines or has sufficient reason to believe that you are engaged in fraudulent or otherwise improper or illegal activity. In addition to those sections of this Addendum which by their terms survive or nature, Sections 2, 3, 4, 5, 6, and 7 of this Addendum shall survive any termination or expiration of this Addendum.

ADDENDUM - TERMS AND CONDITIONS OF ACH SERVICES

To the extent you elect at any time to utilize WorldPay and Bank to provide services with respect to the crediting and debiting of transactions via the ACH network (the "ACH Services"), including as part of WorldPay's "recurring payments" functionality, the following terms and conditions shall apply.

SECTION 1. ACH SERVICES. You agree to subscribe to, and WorldPay agrees to provide to you, ACH Services in accordance with the terms and conditions set forth herein. The ACH Services include the transmission of electronic credit and/or debit transactions initiated by you and processed through WorldPay to accounts at banks and financial institutions located within the United States only.

SECTION 2. NACHA RULES. You agree to abide by all operating rules, regulations, and procedures set forth in the National Automated Clearing House Association ("NACHA") Operating Rules and Procedures, as amended from time to time (the "NACHA Rules"). If you utilize WorldPay's ACH Services, the definition of "Rules" in the CPA Terms is deemed to include the NACHA Rules and the definition of "Payment Networks" in the CPA Terms is deemed to include NACHA. Any violations of the NACHA Rules by you or other legal non-compliance by you that results in a monetary penalty, fee, or cost to WorldPay or Bank for processing a transaction requested by you will be assessed to and paid by you. You acknowledge and agree that WorldPay will transmit electronic credit and/or debit entries by means of ACH transactions in accordance with the NACHA Rules.

SECTION 3. RISK MITIGATION; AUTHORIZATION; INITIATION OF TRANSFERS. From time to time and at WorldPay's request, prior to initiating ACH transactions for you, WorldPay may require that you use one or more risk mitigation tools specified by WorldPay, including without limitation, submission of low dollar test transactions or verification of bank account information, which may require that you enter into a separate agreement with a third party, such as Certegy (and WorldPay and any such third party shall be permitted to share information regarding you and your transactions with each other). Your failure to implement any such risk mitigation tools that may be required by WorldPay from time to time will be a material breach of this Addendum. In order to request WorldPay to initiate credit and/or debit ACH transactions, you will deliver, or cause to be delivered on your behalf, to WorldPay specific credit and/or debit entry information and consumer authorization by means and within the time frames requested by WorldPay. If you submit this information to WorldPay electronically, you agree that in the free form field of such electronic submission (which allows up to 80 characters of additional information) you will not insert any end-user customer personally identifiable information, including without limitation, cardholder data, social security numbers, and drivers license numbers, because the information in the free form field will not be protected. Upon receipt and acceptance of specific credit and/or debit ACH entry information and proper consumer authorization from you, WorldPay and Bank will initiate ACH transfers on your behalf. WorldPay and Bank is hereby authorized by you to process transactions in accordance with information WorldPay receives from you either electronically or by physical documents.

SECTION 4. RESPONSIBILITY FOR INFORMATION; SECURITY. You will be solely responsible for the information contained in the instructions, including obtaining valid identification of your end-user consumer and proper and valid written authorization from such end-user consumer. WorldPay will have no responsibility for erroneous or fraudulent data or authorization provided by you or for the loss or misuse of any personally identifiable information that you insert in the free form field of any electronic submission to WorldPay. You accept responsibility for setting up security features appropriate for your operating environment in accordance with applicable local law, NACHA Rules, and as requested by WorldPay. You agree to (a) retain an original copy of each consumer authorization for WorldPay to initiate a credit or debit ACH transaction for six years after the date of termination or revocation of such authorization, and (b) provide a copy of such authorizations or other supporting documentation to WorldPay upon request.

SECTION 5. REVERSALS. You acknowledge that requesting the reversal of ACH files and/or entries is solely your responsibility and will be initiated by WorldPay on proper request by you. Applicable fees will apply to ACH reversals and you agree to reimburse WorldPay and the Bank for the face amount of any ACH reversal processed by WorldPay. Also, if you are subject to excessive reversals or disputes, additional fees may be imposed upon you by WorldPay. You hereby authorize the Bank or WorldPay to debit without notice ACH reversals and applicable fees from your daily collected transactions, including without limitation, amounts due to you under the Payment Services Agreement or any other Addendum, and if such collections are inadequate to reimburse Bank, at the Bank's election, deduct such amounts by ACH debit or other means from your Deposit/Chargeback Account or Reserve Fund.

SECTION 6. REJECTS. In the event any ACH transaction request is rejected for any reason whatsoever, it will be your responsibility to resubmit such ACH transaction request with correct data as necessary or obtain any missing or incorrect consumer authorization. Applicable fees will apply to ACH rejects and resubmission requests, and for excessive rejects, additional fees may be imposed upon you by WorldPay.

SECTION 7. PRICING. You agree to pay WorldPay for the ACH Services at the rates, fees, and charges set forth in the Customer Processing Agreement.

SECTION 8. IMPROPER USE OF ACH SERVICES. WorldPay's obligation to provide ACH Services specified herein is conditioned upon your agreement not to allow the ACH Services to be used for any unlawful purpose or in violation of any governmental regulations or authorizations. WorldPay will have the right to limit, terminate, or suspend ACH Services for improper use of the ACH Services by you or any activity by you, as determined in the sole discretion of WorldPay, that threatens public health, safety, or welfare or the integrity or reliability of the ACH network, WorldPay facilities, or services to WorldPay's other customers. Without in any way limiting the foregoing, you will not debit or credit your or any of your affiliate's bank accounts for any amounts unless it is in connection with your rendering of goods and services in the ordinary course of your business and no such debit or credit shall involve any element of credit for any other purpose.

SECTION 9. RESERVE FUND. In the event that the Bank and WorldPay, at any time during the term of this Addendum, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity in your account, including without limitation, an excessive number of ACH reversals or rejects, potential evidence of fraud or unauthorized

debits, the Bank or WorldPay on behalf of the Bank, may (a) establish, replenish or increase a Reserve Fund as contemplated in Section 6.3 of the CPA Terms or hold funds as contemplated in Section 6.4 of the CPA Terms and/or (b) delay or defer settlement of ACH Transactions.

SECTION 10. SURVIVAL. You shall be liable both before and after termination for all reversals, rejects, etc. of ACH transactions processed prior to or after such termination and for all of your obligations, warranties, and liabilities pertaining to the period during which WorldPay processed or settled transactions for you under this Addedum, including all indemnification obligations, regardless of whether you have paid an early termination fee. In addition to those sections of this Agreement which by their terms survive or nature, Sections 2, 4, 7, 9 and 10 shall survive any termination or expiration of this Addendum.

EXHIBIT “M”

Franchisee Dislosure Questionnaire

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Cellairis Franchise, Inc. ("we", "us" or "our") and you are preparing to enter into a Franchise Agreement for the operation of a Cellairis® franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question.

If you answer "No" to any of questions 1 through 13, please explain your answer on the last page of this questionnaire. If more space is needed please attach additional pages.

Yes__ No__ l. Have you received and personally reviewed the Franchise Agreement and each exhibit and schedule attached to them?

Yes__ No__ 2. Have you received and personally reviewed the Franchise Disclosure Document ("Disclosure Document") we provided?

Yes__ No__ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes__ No__ 4. Are you aware that you can review the Disclosure Document and the Franchise Agreement, as well as the benefits and risks of operating a franchisee with a lawyer, accountant or other professional advisor?

Yes__ No__ 5. Did you have the opportunity to discuss the benefits and risks of developing and operating a Cellairis franchise with existing Cellairis franchisees?

Yes__ No__ 6. Do you understand the risks of developing and operating a Cellairis franchise?

Yes__ No__ 7. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease/license terms and the marketplace?

Yes__ No__ 8. Do you understand that you are not granted any territorial protection and that another Cellairis franchise or company Business Unit may open anywhere?

Yes__ No__ 9. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the production, distribution and sale of the products and services, that are the same or similar to the products and services that will be sold from your Business Unit, under the Cellairis name or other mark, at any location, and by any method of distribution, and these other methods of distribution may compete with your Cellairis Business Unit and adversely affect its sales?

Yes__ No__ 10. Do you understand that the sole approved supplier for the products and services you will carry and sell at your Business Unit is our affiliate, Global Cellular, Inc., and that you are strictly prohibited from carrying or offering any products that are not purchased by you from Global Cellular, Inc.?

Yes__ No__ 11. Do you understand that most disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated in the courts of the State of Georgia or arbitrated in Atlanta, Georgia?

Yes__ No__ 12. Do you understand that you (and your manager if you will employ one full-time) must satisfactorily complete our initial training course before we will allow your Cellairis Business Unit to open?

Yes__ No__ 13. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the franchise for the Cellairis Business Unit, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?

If you answer "Yes" to any of questions 14 through 16, please explain your answer on the last page of this questionnaire. If more space is needed please attach additional pages.

Yes__ No__ 14. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Cellairis franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes__ No__ 15. Has any employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in the Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes__ No__ 16. Has any employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Cellairis franchise will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Dated _____	Dated _____
Signature of Franchise Applicant	Signature of Franchise Applicant
Name (please print)	Name (please print)
Dated _____	Dated _____

Special note for residents of the State of Maryland and franchised businesses located in Maryland: Nothing in this Franchisee Disclosure Questionnaire shall act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

EXPLANATION OF ANY RESPONSES [REFER TO QUESTION NUMBER AND USE ADDITIONAL PAPER IF NECESSARY]:

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EXHIBIT “N”
RECEIPTS

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF CELLAIRIS OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14- CALENDAR-DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE.

NEW YORK AND RHODE ISLAND REQUIRE THAT WE GIVE YOU THIS DISCLOSURE DOCUMENT AT THE EARLIER OF THE FIRST PERSONAL MEETING OR 10 BUSINESS DAYS BEFORE THE EXECUTION OF THE FRANCHISE OR OTHER AGREEMENT OR THE PAYMENT OF ANY CONSIDERATION THAT RELATES TO THE FRANCHISE RELATIONSHIP.

MICHIGAN AND WISCONSIN REQUIRE THAT WE GIVE YOU THIS DISCLOSURE DOCUMENT AT LEAST 10 BUSINESS DAYS BEFORE THE EXECUTION OF ANY BINDING FRANCHISE OR OTHER AGREEMENT OR PAYMENT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST.

IF CELLAIRIS DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE AGENCIES LISTED IN EXHIBIT B.

Cellairis' sales agent for this offering is

	Name	Principal business address	Phone number
	Jeffrey Nestinger	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020
	Martin Welch	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020
	Andrew Zito	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020
	Michael Duarte	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020
	Jaime Brown	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020

The issuance date of this Franchise Disclosure Document is April 10, 2014.

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

I have received a disclosure document with an Issuance Date of April 10, 2014. This disclosure document included the following Exhibits:

A	State-Specific Addendum
B	State Administrators
C	Agents For Service of Process
D	Franchise Agreement
E	Sub-License Agreement
F	Personal Guaranty and Subordination Agreement
G	Conditional Lease Assignment Agreement
H	Cellairis Franchised Stores
I	Audited Financial Statements
J	General Release
K	Lists of Former Franchises
L	WorldPay Customer Processing Agreement
M	Franchisee Disclosure Questionnaire
N	Receipt

Date F.D.D. Received: _____
(**Do not leave blank**)

PROSPECTIVE FRANCHISEE:

If an individual:

_____
Signature

_____
Print Name

If a business entity:

_____
Name of Business Entity

By_____

Its_____
Title

_____
Print Name

KEEP THIS COPY FOR YOUR RECORDS

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF CELLAIRIS OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14- CALENDAR-DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE.

NEW YORK AND RHODE ISLAND REQUIRE THAT WE GIVE YOU THIS DISCLOSURE DOCUMENT AT THE EARLIER OF THE FIRST PERSONAL MEETING OR 10 BUSINESS DAYS BEFORE THE EXECUTION OF THE FRANCHISE OR OTHER AGREEMENT OR THE PAYMENT OF ANY CONSIDERATION THAT RELATES TO THE FRANCHISE RELATIONSHIP.

MICHIGAN AND WISCONSIN REQUIRE THAT WE GIVE YOU THIS DISCLOSURE DOCUMENT AT LEAST 10 BUSINESS DAYS BEFORE THE EXECUTION OF ANY BINDING FRANCHISE OR OTHER AGREEMENT OR PAYMENT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST.

IF CELLAIRIS DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE AGENCIES LISTED IN EXHIBIT B.

Cellairis' sales agent for this offering is:

	Name	Principal business address	Phone number
	Jeffrey Nestinger	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020
	Martin Welch	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020
	Andrew Zito	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020
	Michael Duarte	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020
	Jaime Brown	6485 Shiloh Rd. Bldg. B # 100, Alpharetta GA 30005	678-513-4020

The issuance date of this Franchise Disclosure Document is April 10, 2014.

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

I have received a disclosure document with an Issuance Date of April 10, 2014. This disclosure document included the following Exhibits:

A	State-Specific Addendum
B	State Administrators
C	Agents For Service of Process
D	Franchise Agreement
E	Sub-License Agreement
F	Personal Guaranty and Subordination Agreement
G	Conditional Lease Assignment Agreement
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M	Franchisee Disclosure Questionnaire
N	Receipt

Date F.D.D. Received: _____
(**Do not leave blank**)

PROSPECTIVE FRANCHISEE:

If an individual:

_____
Signature

_____
Print Name

If a business entity:

_____
Name of Business Entity

By_____

Its_____
Title

_____
Print Name

Please sign this copy of the receipt, fill in the date you received the F.D.D., and return it to Cellairis Franchise, Inc., 6485 Shiloh Road, Building B, Unit # 100, Alpharetta, Georgia 30005.

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