

Franchise Disclosure Document

FOR

DiscReplay Worldwide, Inc.

FRANCHISE DISCLOSURE DOCUMENT

Disc Replay Worldwide, Inc.
An Illinois corporation
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Las Vegas, NV 89158
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The Franchisee will operate an independent Disc Replay Worldwide retail outlet (a “Disc Replay Outlet ” or “Disc Replay Store”) or a “Super Mega Replay” retail outlet (a “Super Mega Replay Outlet” or “Super Mega Replay Store”). A Disc Replay Outlet specializes in buying and selling used movies, video games, music, electronics and related items, and in electronics repairs. A Super Mega Replay Outlet specializes in buying and selling used electronics, entertainment media, small appliances, home décor, kitchen items, sporting goods, tools, pet supplies and other miscellaneous household items, and in electronics repairs.

The total investment necessary to begin operation of a Disc Replay Outlet is from \$249,500 to \$499,500, which includes \$19,500 that must be paid to the franchisor. The total investment necessary to begin operation of a Super Mega Replay Outlet is from \$327,500 to \$639,500, which includes \$19,500 that must be paid to the franchisor.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read the 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 payments to the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats contact John Chesny, President, Disc Replay Worldwide, Inc., 3726 Las Vegas Blvd. S. Unit 1908, Las Vegas, NV 89158, Phone (702) 927-4088.

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

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

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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 A 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 risks before you buy this franchise:

1. THE FRANCHISE AGREEMENT CONTAINS A NEGOTIATION, NON-BINDING MEDIATION, AND ARBITRATION CLAUSE THAT GOVERNS ALMOST ANY DISPUTE BETWEEN YOU AND US. THESE PROCEEDINGS TO NEGOTIATE, MEDIATE AND/OR ARBITRATE WILL TAKE PLACE IN PHOENIX, ARIZONA. OUT OF STATE NEGOTIATION, MEDIATION AND ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO NEGOTIATE, MEDIATE AND/OR ARBITRATE WITH US IN ARIZONA THAN IN YOUR HOME STATE. YOU AND WE WILL GENERALLY BEAR EACH OF OUR OWN COSTS IN ANY DISPUTE. **YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN THE STATE ADDENDA (EXHIBIT H) TO THE FRANCHISE AGREEMENT AND THIS DISCLOSURE DOCUMENT.**

2. YOU WAIVE YOUR RIGHTS TO A JURY TRIAL, AS WELL AS TO A TRIAL BEFORE A JUDGE IN A COURT OF LAW, YOU MAY BE GIVING UP RIGHTS TO CERTAIN PRE-TRIAL DISCOVERY, AS WELL AS GIVING UP RIGHTS REGARDING CERTAIN CLASS ACTIONS. THE FRANCHISE AGREEMENT ALSO, REQUIRES YOU TO GIVE US NOTICE OF, AND OPPORTUNITY TO CURE, DEFAULTS BY US AND PROVIDES FOR A PERIOD OF TIME IN WHICH YOU OR WE CAN BRING CLAIMS WHICH MAY BE SHORTER THAN THAT PROVIDED BY APPLICABLE LAW. **YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN THE STATE ADDENDA EXHIBIT H TO THE FRANCHISE AGREEMENT AND THIS DISCLOSURE DOCUMENT.**

3. THE FRANCHISE AGREEMENT STATES THAT ARIZONA LAW GOVERNS THE AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. **YOUR STATE LAW MAY SUPERSEDE THIS PROVISION AND IT MAY NOT BE ENFORCEABLE IN YOUR STATE. SEE SPECIAL STATE DISCLOSURES IN THE STATE ADDENDA (EXHIBIT H) TO THE FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT.**

4. YOUR SPOUSE MUST SIGN A PERSONAL GUARANTY MAKING THE SPOUSE JOINTLY AND SEVERALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISE, WHETHER OR NOT THE SPOUSE IS INVOLVED IN THE OPERATION OF THE FRANCHISE BUSINESS, OR IS AN OWNER OF THE FRANCHISE OR FRANCHISE BUSINESS. THIS OBLIGATION APPLIES WHETHER YOU ARE AN INDIVIDUAL, OR, IF THE FRANCHISE IS A LEGAL ENTITY, TO THE SPOUSES OF ALL THE OWNERS OF THE LEGAL ENTITY.

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