



Shared Wisdom, Bottom Line Success

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TAB Boards International, Inc. a Colorado corporation 11031 Sheridan Boulevard Westminster, Colorado 80020 (303) 839-1200

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TAB Boards International, Inc. offers franchises for the operation of a business that uses licensed methods (the "Licensed Methods") under certain trademarks to (i) form advisory boards ("TAB Boards") of business leaders ("TAB Members"), (ii) facilitate monthly meetings of TAB Boards ("TAB Board Meetings"), and (iii) provide business coaching sessions (collectively, a "TAB Business"). TAB Members participate in TAB Board Meetings or receive business coaching. TAB Business franchisees also may generate revenue through (i) tools and programs we introduce, develop or promote, and (ii) providing ancillary business services to TAB Members (collectively, "Additional Revenue from the TAB Opportunity"). We collectively refer to the TAB Business and the opportunity to earn Additional Revenue from the TAB Opportunity as the "Total TAB Opportunity."

There are four different franchise models you may select from. The first franchise model is the "major metropolitan area" TAB Business franchise (the "MM TAB Business Franchise"). The total investment necessary to begin operation of an MM TAB Business Franchise ranges from \$80,154.00 to \$94,629.00. This includes between \$71,254.00 and \$71,504.00 that must be paid to the franchisor. The second franchise model is the "non-major metropolitan area" TAB Business franchise (the "NMM TAB Business Franchise"). The total investment necessary to begin operation of an NMM TAB Business Franchise ranges from \$65,654.00 to \$80,129.00. This includes between \$56,754.00 and \$57,004.00 that must be paid to the franchisor. The third franchise model is the "small" TAB Business franchise (the "Small TAB Business Franchise"). The total investment necessary to begin operation of a Small TAB Business Franchise ranges from \$55,654.00 to \$70,129.00. This includes between \$46,754.00 and \$47,004.00 that must be paid to the franchisor. The fourth franchise model is the "optional franchise fee" TAB Business franchise (the "Optional Franchise Fee TAB Business Franchise ranges from \$45,604.00 to \$60,079.00. This includes between \$36,704.00 and \$36,954.00 that must be paid to the franchisor.

This Franchise Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise Disclosure Document at least fourteen (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. Note, however, that no governmental agency has verified the information contained in this document.

You may wish to receive your Franchise Disclosure Document in another format that is more convenient for you. To discuss the availability of a Franchise Disclosure Document in different formats, contact Susan Rhoads, TAB Boards International, Inc., 11031 Sheridan Boulevard, Westminster, Colorado 80020 (303) 839-1200.

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

Buying a franchise is a complex investment. The information in this Franchise 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 Franchise Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at (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.



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 FRANCHISE DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A for information about the franchisor, about other franchisors, 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 FRANCHISE. 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 DISPUTES WITH US BY MEDIATION AND ARBITRATION AND CERTAIN OTHER DISPUTES BY LITIGATION ONLY IN COLORADO OR THE STATE OF OUR PRINCIPAL PLACE OF BUSINESS AT THE TIME. OUT-OF-STATE MEDIATION, ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE, ARBITRATE OR LITIGATE WITH US IN COLORADO THAN IN YOUR OWN STATE.
- 2. THE FRANCHISE AGREEMENT STATES THAT COLORADO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 3. THE FRANCHISE AGREEMENT REQUIRES THAT YOU ALLOW US TO SEEK INJUNCTIVE RELIEF WITHOUT POSTING BOND, AGREE THAT YOUR SOLE REMEDY WILL BE THE DISSOLUTION OF SUCH INJUNCTIVE RELIEF, AND WAIVE ALL CLAIMS FOR DAMAGES BY REASON OF THE WRONGFUL ISSUANCE OF SUCH INJUNCTIVE RELIEF.
- 4. YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS. IF YOU FAIL TO MEET THESE MINIMUM SALES PERFORMANCE LEVELS, YOU MAY LOSE YOUR EXCLUSIVE PROTECTED TERRITORY.
- 5. YOU MUST MAKE ROYALTY AND ADVERTISING PAYMENTS EVEN IF YOU HAVE NO EARNINGS. FAILURE TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
 - 6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise. The effective dates of this Franchise Disclosure Document in the states with franchise registration laws in which we have sought registration or exemption appear below.



TAB BOARDS INTERNATIONAL, INC. STATE REGISTRATIONS

This Franchise Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration or disclosure laws:

California Effective date: Florida Effective date: Hawaii Effective date: Illinois Effective date: Indiana Effective date: Maryland Effective date: Michigan Effective date: Minnesota Effective date: New York Effective date: North Dakota Effective date: Rhode Island Effective date: South Dakota Effective date: Effective date: Utah Virginia Effective date: Washington Effective date: Effective date: Wisconsin

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