

## 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 RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES THAT YOU MEDIATE, ARBITRATE OR SUE IN TEXAS. OUT OF STATE MEDIATION, ARBITRATION OR 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 TEXAS THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT TEXAS 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 MAY BE REQUIRED TO PAY A COMPLIANCE FEE IF THE ENTIRE WORLDWIDE EXPRESS SYSTEM FAILS TO MEET A CERTAIN SALES REQUIREMENT, EVEN IF YOU MEET YOUR PRO-RATA SHARE OF THAT REQUIREMENT.
4. YOU MUST PAY MINIMUM MONTHLY CONTINUING FRANCHISE FEES, REGARDLESS OF YOUR SALES LEVELS. FAILURE TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
5. PLEASE NOTE THAT 76.11% OF OUR GUARANTOR'S ASSETS (WWEX UNI TOPCO HOLDINGS, LLC) ARE INTANGIBLE. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE OPPORTUNITY.
6. IN THE LAST YEAR, A HIGH PERCENTAGE OF FRANCHISED OUTLETS WERE REACQUIRED OR NOT RENEWED. THE FRANCHISOR COULD BE A HIGHER RISK INVESTMENT THAN A FRANCHISE IN A SYSTEM WITH A LOWER TURNOVER RATE.
7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

WORLDWIDE EXPRESS-0417

Effective Dates: See next page for effective dates in various jurisdictions

### STATE EFFECTIVE DATES

This disclosure document is effective as of the issuance date for use in Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Vermont, West Virginia, Wisconsin (offers only), Wyoming, District of Columbia, American Samoa, Federated States of Micronesia, Guam, Marshall Islands, Northern Mariana Islands (including Saipan), Palau, Puerto Rico and Virgin Islands.

This disclosure document is effective and may be used in the following states, where the disclosure document is filed, registered or exempt from registration as of the stated effective date:

State	Effective Date
California	[ ]
Indiana	May 20, 2017
Maryland	May 30, 2017
New York	[ ]
North Dakota	June 1, 2017
Rhode Island	June 20, 2017
Virginia	[ ]
Washington	[ ]

This disclosure document is not effective and may not be used in the following states, where it is not currently filed, registered or exempt from registration: Hawaii, Illinois, Michigan, Minnesota, South Dakota and Wisconsin (for sales).

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## **Item 21**

### **FINANCIAL STATEMENTS**

Exhibit C includes Topco's unaudited opening balance sheet as of February 3, 2017. Topco has not been in business for 3 years or more and so we cannot include all the financial statements required by the FTC franchise rule for its last 3 fiscal years. Also included in Exhibit C are Topco's unaudited balance sheet as of February 28, 2017 and income statement for the period ending February 28, 2017. Topco guarantees our performance under the franchise agreement, and Exhibit C contains a copy of the Guarantee of Performance.

Our fiscal year end is December 31<sup>st</sup>.

## **Item 22**

### **CONTRACTS**

Exhibit B includes the franchise agreement, state riders and all attachments, including:

Attachment 1A	Development Territory Designation, Initial Franchise Fee and Technology Licensing and Support Fee
Attachment 1B	Continuing Franchise Fee
Attachment 1C	Monthly Minimum Continuing Franchise Fees
Attachment 2A	Legal Entity Information Sheet
Attachment 2B	Financial Information Sheet/Financing Application
Attachment 3	Guaranty Agreement
Attachment 4	Transfer of Service Consent and Authorization
Attachment 5	Confidentiality, Non-Solicitation and Non-Competition Agreement
Attachment 6	Authorization Agreement for Direct Deposits (ACH Debit)
Attachment 7	Promissory Note and Security Agreement
Attachment 8	UCC-1 Financing Statement
Attachment 9	UPS Code of Ethics and UPS Advertising and Promotion Policy
Attachment 10	Renewal Addendum
Attachment 11	Sample General Release
Attachment 12	Amendment to Renewal Franchise Agreement
Attachment 13	Amendment to Transfer Franchise Agreement

## **Item 23**

### **RECEIPTS**

Exhibit F includes detachable documents acknowledging your receipt of this disclosure document.

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