



CM IT SOLUTIONS
AREA DEVELOPMENT AGREEMENT

between

CM IT Solutions, Inc.

and

Developer

CM IT SOLUTIONS AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("ADA") is made this _____ day of _____, 200____, by and between CM IT Solutions, Inc., a Texas corporation doing business as "CM IT Solutions", with principal offices located in Austin, Texas ("we" or "CM IT Solutions"); and _____, a resident of [_____] [or] a _____ corporation / limited liability company ("you" or "Developer").

RECITALS:

- A. CM IT Solutions, as the result of the expending of time, effort and money, has developed a distinctive system relating to the establishment, operation and promotion of IT Professional Service franchises ("CM IT Solutions Businesses" and "CM IT Solutions Franchises"), offering onsite and remote Information Technology solutions, customized training, computer support, products and services primarily to the business market but also to the residential market (the "System").
- B. We own or have acquired an exclusive license to use and to sublicense others to use certain trade names, trademarks and/or service marks in connection with the System, including the trademark and service mark "**CM IT Solutions Your Technology Team®**" (the "Marks"), which term also shall include any additional trademarks, service marks and trade names of ours that we may from time to time designate as being available for use by Franchisees in the System.
- C. We are engaged in the business of licensing to independently owned businesses the right to use the Marks in connection with the operation and promotion of the System.
- D. You understand the importance of our high standards of quality, appearance and service to the value of the System, and the need to operate in conformity with our standards and specifications.
- E. You are aware of the distinctive and valuable significance to the public of the Marks, and you desire to acquire a non-exclusive license to use the Marks and to receive the other benefits of the System in connection with the operation of more than one CM IT Solutions Businesses, and we are willing to grant such a license to you on the terms and conditions set forth herein.
- F. You desire to obtain certain options to be franchised by CM IT Solutions, as an Area Developer, to establish and operate a number of System franchised businesses, and to assist in the recruitment and training of prospective franchisees, as well as the development and establishment of a certain number of CM IT Solutions Businesses to be owned by third-party franchisees in the Development Territory described in this ADA.

IN CONSIDERATION of the foregoing recitals and of the agreements, representations, and covenants herein contained, CM IT Solutions and Developer agree as follows:

I. A. OUR BELIEFS

Developer understands and agrees that the values described below constitute "Our Beliefs" in the CM IT Solutions System, and that conducting business according to these fundamental values is key not only to CM IT Solutions' and Developer's success, but also to the success of all other developers and franchisees in the CM IT Solutions network. "Our Beliefs" are as follows:

We believe:

IN A FOUNDATION BASED UPON CHARACTER AND INTEGRITY
IN A PASSIONATE COMMITMENT TO OUR CLIENTS; ALL ELSE IS
SECONDARY
IN BEING DEDICATED TO CONTINUOUS TO PERSONAL GROWTH AND
PROFESSIONAL IMPROVEMENT
IN BEING DEVOTED TO ONE ANOTHER, FAMILY AND COMMUNITY
THAT A SPIRIT OF FUN AND SENSE OF HUMOR ARE ESSENTIAL
IN ACKNOWLEDGING THE BLESSINGS OF THIS AWESOME RESPONSIBILITY
AND PRIVILEGE

These values form the very essence of this Agreement and form the cornerstone of the CM IT Solutions franchise program. Developer acknowledges that the operation of its business under this Agreement will affect directly both the IT service experiences of CM IT Solutions clients and their overall perception and acceptance of the CM IT Solutions System, CM IT Solutions trademarks, and the members of the CM IT Solutions network of businesses. Accordingly, Developer shall operate the business in a manner consistent with the values contained in Our Beliefs.

CM IT Solutions represents and Developer acknowledges and agrees that (1) the CM IT Solutions Franchise Program and the CM IT Solutions services are integral parts of a highly interrelated System, and (2) the successful operation of each CM IT Solutions business is critical to CM IT Solutions' overall business objectives and plans.

B. CORE EXPECTATIONS

CM IT Solutions is committed to the success and fulfillment of the highest expectations of our developers and franchisees. At every level our organization is driven to enhance the value of the information we provide and improve the quality of the developer and franchisee support we offer. A healthy franchised network of owners takes a similar commitment from each of its developers and franchisees to enhance its own performance in the operation of each franchised business. We therefore have adopted the following Core Expectations for each franchisee in the CM IT Solutions network:

1. Each developer and franchisee shall follow as carefully and as completely as possible the CM IT Solutions business operations guidelines that are such an important part of the franchised business granted to Developer;
2. Each developer and franchisee shall aggressively market its business, hire at least one sales associate, and implement and execute all aspects of the sales and marketing system. To that end each developer and franchisee must formalize, document and submit an acceptable plan of marketing to us within 30 days after on-site new owner training, submitting periodic updates to us as required; must spend sufficient sums on promotion and advertising; must use our CM IT Solutions alliance partners; and participate in our national accounts program and projects where feasible; and
3. Each franchised business shall meet such performance goals and minimums as are adopted in the CM IT Solutions System. Monetary achievement levels are determined for the second and third years of operations, and provided to each franchisee in writing.

If, in our judgment, your business does not meet any of these Core Expectations, CM IT Solutions shall call for a Territory Review and Improvement Program. The Developer's participation and cooperation in this program is mandatory. The process is a multi-step program by which CM IT Solutions provides intense, individually tailored counseling and assistance, additional training, and coaching in the successful operation of a CM IT Solutions business. A Territory Review and Improvement Program generally lasts for up to four months. During this period, you agree to cooperate and follow recommendations, including recommendations for the reasonable expenditure of money on advertising and promotion, and for the expense of any recommended training.

C. GRANT

1. CM IT Solutions hereby grants to Developer, pursuant to the terms and conditions of this ADA, options to establish and operate up to _____ () CM IT Solutions Businesses, and to use solely in connection with the System, within the territory set forth in Attachment A-1 to this ADA (the "Development Territory"). Developer agrees that it shall develop at least one (1) CM IT Solutions Business under this provision, and Developer shall determine in its discretion how many additional options to exercise up to a total of _____ options.

Each unit System business shall be operational pursuant to a franchise agreement to be entered into by Developer and CM IT Solutions, the form of which franchise agreement is incorporated herein by reference and attached hereto as Attachment B (the "Franchise Agreement").

2. CM IT Solutions hereby grants to Developer, pursuant to the terms and conditions of this ADA, the right to serve as the area representative of the System in the Development Territory, recruiting and qualifying prospective franchisees to join the System and providing specified services and support to all CM IT Solutions Business franchisees in the Development Territory, in exchange for the payments provided in this ADA. The

minimum performance as an area representative shall be to establish and assist in opening for business _____ () CM IT Solutions Businesses to be owned and operated by third party franchisees within _____ () years after the date of execution of this ADA, and pursuant to the development schedule set forth in Section III.A and attached hereto as Attachment A-2 (the "Development Schedule").

3. Except as otherwise provided in this ADA, CM IT Solutions shall not license anyone other than Developer to serve as an Area Developer in the Development Territory during the term of this ADA. The parties acknowledge and agree that CM IT Solutions may establish company owned units in the Development Territory; and in that event CM IT Solutions shall make a contribution to the Marketing Development Fund that is comparable to the contribution of a franchised unit, however there shall be no sharing of revenues, such as royalties, from that company-owned unit operation.

4. This ADA is not a franchise agreement, and Developer shall have no right to use it in any manner or any Proprietary Marks by virtue hereof.

5. Developer shall have no right under this ADA to license others.

II. AREA DEVELOPMENT FEE, INITIAL FRANCHISE FEES, ROYALTIES

A. Developer shall pay to CM IT Solutions upon execution of this ADA, an Area Development Fee as set forth in Attachment A-2. With the exception of a portion of the Area Development Fee related to the one initial franchise/territory fee for the required development of a System business under Section I.A, the Area Development Fee shall be fully earned by CM IT Solutions upon execution of this ADA, for administrative and other expenses incurred by CM IT Solutions and for the development opportunities lost or deferred as a result of the exclusivity granted herein. There will be no additional fee incurred by the Developer should more than the targeted number of third-party owned unit franchises, as set forth in Attachment A-2, be opened within the Development Territory during the initial term of this ADA.

B. The Developer shall pay to CM IT Solutions no initial franchise/territory fee for the single franchise required to be developed under this ADA. The royalty and other fees associated with this unit franchise will be paid as set forth in the franchise agreement. Any additional unit franchises acquired by the Developer shall be purchased using the then-prevailing standard terms in the CM IT Solutions system. If Developer is an existing franchisee in the CM IT Solutions system who owns and operates at least one CM IT Solutions unit franchise, Developer shall not be required to purchase an additional unit franchise.

C. Developer shall share in the revenue received by CM IT Solutions generated from the grant and operation of third-party System franchises established and operated in the Development Territory, as follows:

1. Developer shall receive _____ percent () of all net initial franchise fees paid to CM IT Solutions by third-party franchisees in the Development Territory. The term "net initial franchise fees" means all initial franchise fees received from franchisees who

will locate and operate in the Development Territory less any internal sales or brokerage commissions that CM IT Solutions has approved in advance of a transaction.

2. Developer shall receive _____ percent (___%) of monthly royalty fee income for all franchisees established during the term of this ADA, excluding royalty fees paid by Developer for its own franchised System businesses. There shall be no sharing of the monthly royalty fees due to CM IT Solutions under franchise agreements owned by Developer. Developer shall receive _____ percent (___%) of monthly royalty fee income for any third-party franchisees that are established and operating in the Development Territory as of the date of this ADA.

3. CM IT Solutions shall reconcile accounts and remit payments to Developer under this ADA on a regular monthly basis, as franchisee fee payments are received. Developer shall execute all necessary documents for the electronic transfer of funds into and from Developer's bank accounts. All payments to Developer shall be based on funds actually received by CM IT Solutions, and Developer's account shall be adjusted appropriately to reflect refunds made or broker commissions paid, if any. The parties shall consult one another prior to CM IT Solutions making a decision regarding a refund of fees or payment of a broker's commission on a franchise grant.

III. DEVELOPMENT OBLIGATIONS

A. 1. Developer shall open the one required business franchise as soon after the execution of this Agreement as reasonably possible, and may, in its determination, exercise up to _____ (___) additional options to establish the number of businesses granted in Section I.A. These franchises shall be acquired under then prevailing standard terms in the CM IT Solutions system. Developer shall pay all expenses associated with the development, equipment purchase, and build-out of those businesses, including training personnel; and provided further that Developer shall pay in full and on a timely basis all initial fees, royalties and advertising contributions required under the terms of each Franchise Agreement.

2. Developer shall exercise each option granted herein only by executing a Franchise Agreement and commencing operations for a CM IT Solutions Business. to be operated at an approved location set forth in each Franchise Agreement within the Development Territory.

B. The parties agree that they will endeavor to establish, through ownership by third-party franchisees, a total of _____ (___) franchised CM IT System businesses in the Development Territory during the _____ (___) years following the date of execution of this ADA, and in strict conformance with the Development Schedule attached hereto as Attachment A-2. Developer shall undertake all reasonable efforts, at its own expense, to recruit and qualify sufficient prospective franchisees to meet this objective. Developer shall, at its own expense, advertise, solicit, screen, and evaluate prospective franchisees in the Development Territory, and

present qualified prospects to CM IT Solutions for consideration. Developer shall use only the forms, procedures, and qualification standards as CM IT shall approve for use in the System, and as may be included in the Area Development Operations Manual. Developer agrees to advertise in order to generate interest in the CM IT program, spending at least \$_____ each month, and agrees that all such advertising will be approved in advance by CM IT Solutions as to content and media placement. The minimum advertising expense of \$_____ per month is subject to an increase to reflect an increased cost of business that shall not exceed the CPI index (the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100). All franchise grants shall be made by CM IT Solutions; and all fee payments by franchisees shall be made directly to CM IT Solutions. Developer is not authorized under any circumstances to grant franchise rights in the System or otherwise commit to a particular prospect that CM IT Solutions will grant a franchise.

IV. TERM AND RENEWAL

A. Unless sooner terminated in accordance with terms of this ADA, the term of this ADA shall be ten (10) years. Developer shall have the right to renew this ADA for an additional term of ten (10) years subject to the following conditions, all of which must be met prior to renewal:

1. Developer shall give CM IT Solutions written notice of Developer's election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial term;
2. Developer shall have maintained or exceeded the development requirements pursuant to Sections I.A and I.B above;
3. Developer shall not be in default of any provision of this ADA, as it may be amended, or any other agreement between Developer and CM IT Solutions or its subsidiaries and affiliates; and, in CM IT Solutions' reasonable judgment, Developer shall have substantially complied with all the terms and conditions of this ADA, such other agreements, as well as the operating standards prescribed by CM IT Solutions during the term of this ADA;
4. Developer shall have satisfied all monetary obligations owed by Developer to CM IT Solutions and its subsidiaries and affiliates and shall have timely met those obligations throughout the term of this ADA;
5. Developer shall execute CM IT Solutions' then-current form of development agreement, which agreement shall supersede this ADA in all respects (except with respect to the renewal provisions thereof, which shall not supersede this Section IV.A), and the terms of which may differ from the terms of this ADA, including, without limitation, different performance requirements as to the number of franchises to be developed in the Development Territory; provided, however, that the Development Territory and the fee sharing structure shall not be changed in the renewal form of agreement;

6. Developer shall execute a general release, in a form prescribed by CM IT Solutions, of any and all claims against CM IT Solutions and its subsidiaries and affiliates, and their respective officers, directors, agents, and employees;

7. Developer and its personnel shall comply with CM IT Solutions' then-current qualification and training requirements; and

8. Developer shall pay a renewal fee equal to _____ Dollars (\$_____) for the right to obtain a renewal term. The renewal fee is subject to an increase to reflect an increased cost of business that shall not exceed the CPI index (the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100).

V. DUTIES OF THE PARTIES

A. CM IT Solutions shall furnish to Developer the following:

1. A training program that is designed for Area Developers in the System. This program shall take place over up to 10 business days on a schedule that is mutually agreed upon, and shall take place at CM IT Solutions' headquarters in Austin, Texas or such other location as CM IT Solutions may specify. There shall be no fees assessed for this training program; provided that Developer shall pay all travel, meals, and lodging expenses associated with attending training. CM IT Solutions shall also provide a supplemental training program for Developer, if needed, of up to 5 business days in duration on a schedule that is mutually agreed upon; and will take place at Developer's offices in the Development Territory. There shall be no fees assessed for this supplemental training; provided that the Developer shall pay all travel, meals, and lodging expenses associated with providing supplemental training.

2. CM IT Solutions shall forward to Developer all prospective franchisee leads that are generated on the Internet, brokers or by other means where the lead is located in the Development Territory or interested in a location in the Development Territory.

B. Developer accepts the following obligations:

1. Developer shall comply with all terms and conditions set forth in this ADA, and shall follow the forms and procedures presented in the Area Development Operations Manual.

2. Developer shall undertake to solicit, screen, and evaluate prospective franchisees for the System in the Development Territory, and shall purchase advertising in that effort, as required under Section III.B hereof. Developer may be required, at CM IT Solutions' direction, to provide disclosure documents to prospective franchisees prepared by CM IT

Solutions in compliance with applicable franchising rules. Developer shall comply in all respects with the applicable laws relating to the presentation of franchise investments.

3. Developer shall provide ongoing support services to all franchisees in the Development Territory, and CM IT Solutions shall review the services delivered by Developer and determine the adequate level of support. Providing franchisee support services will require visiting all open businesses in the Development Territory on a regular basis, holding meetings of franchisees in the Development Territory, providing training and coaching, inspections to assure the quality of service being provided by franchisees, guidance, and advice. The parties acknowledge that all new franchisees shall attend the five-day initial training program offered at CM IT Solutions headquarters, but that Developer may be called on to deliver additional support and training during franchisee meetings in the Development Territory.

4. Developer shall at all times preserve in confidence any and all materials and information furnished to Developer by CM IT Solutions, and shall disclose such information or materials only to such of its employees or agents who must have access to it in connection with their employment. Developer shall not at any time, without CM IT Solutions' prior written consent, copy, duplicate, record, or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person.

5. Developer shall, at its own expense, assist franchisees in the Development Territory in all aspects of their starting-up new franchised businesses. Start-up assistance includes attendance and opening assistance at grand openings.

VI. DEFAULT

A. The options and territorial exclusivity granted to Developer in this ADA have been granted in reliance on Developer's representations and assurances, among others, that the conditions set forth in Sections I. and III. of this ADA will be met by Developer in a timely manner.

B. CM IT Solutions in addition to all other remedies which it has at law or in equity shall have the absolute right immediately to terminate this ADA upon notice in writing to Developer upon the occurrence of any of the following events:

1. A court having jurisdiction shall enter a decree or order for relief in respect of the Developer in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days.

2. Developer shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer or for any substantial part of its property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any action in furtherance of any of the foregoing.

3. If Developer is convicted of a felony, or a crime involving moral turpitude, or commits any other crime or offense that is likely, in the sole opinion of CM IT Solutions, to affect adversely the CM IT Solutions System, the Proprietary Marks, the goodwill associated therewith, or CM IT Solutions' interests therein, or if Developer engages in conduct which reflects materially and unfavorably upon the operation and reputation of CM IT Solutions or the System.

C. If Developer fails to comply with any of the terms or conditions of this ADA, fails to comply with the terms or conditions of any individual Franchise Agreement between Developer and CM IT Solutions, fails to meet in any business the high operational standards set forth in the CM IT Confidential Operations Manual described in the Franchise Agreement, or makes or attempts to make a transfer or assignment in violation of Section VII. hereof, such action shall constitute a default under this ADA. Upon such default, CM IT Solutions may terminate this ADA only by giving written notice of termination stating the nature of such default to Developer at least sixty (60) days prior to the effective date of termination; provided, however, that Developer may avoid termination by immediately initiating a remedy to cure such default, curing it to CM IT Solutions' satisfaction, and by promptly providing proof thereof to CM IT Solutions within the sixty-day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this ADA shall terminate without further notice to Developer effective immediately upon the expiration of the sixty (60) day period or such longer period as applicable law may require.

D. Upon termination of this ADA, all remaining options shall be null and void, and Developer shall cease serving as an area representative providing support services to franchisees in the Development Territory. Developer shall have no right to establish or operate any System businesses for which a Franchise Agreement has not been executed by CM IT Solutions. CM IT Solutions shall be entitled to establish, and to license others to establish, System businesses in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between Developer and CM IT Solutions. No default under this ADA shall constitute a default under any Franchise Agreement between the parties hereto.

E. No right or remedy herein conferred upon or reserved to CM IT Solutions is exclusive of any other right or remedy provided or permitted by law or equity.

VII. TRANSFERABILITY

A. CM IT Solutions shall have the right to transfer all or any part of its rights or obligations herein to any person or legal entity.

B. Developer understands and acknowledges that the rights and duties set forth in this ADA are personal to Developer and are granted in reliance upon the personal qualifications of Developer or, in the case of a corporate Developer, the principal officers and shareholders who will actively and substantially participate in the operation of Developer's business. Developer has represented to CM IT Solutions that Developer is entering into this ADA with the intention of complying with its terms and conditions and not for the purpose of resale of the developmental rights hereunder.

C. Neither Developer nor any partner or shareholder thereof shall, directly or indirectly sell, pledge, assign, or transfer any interest in this ADA or in Developer without the prior written approval of CM IT Solutions. Developer agrees that any attempt to assign or transfer any interest in Developer or in this ADA without CM IT Solutions' prior written approval shall be null and void and shall be a material default of this ADA.

D. CM IT Solutions requires, prior to giving its written approval to any assignment hereunder, that (a) the assignee or principal officers, directors or shareholders of a corporate assignee or the partners of a partnership assignee demonstrate that they have the skills, qualifications and economic resources necessary in CM IT Solutions' judgment, to conduct the business contemplated by this ADA; (b) Developer shall have timely and fully complied with all of the obligations to CM IT Solutions under this ADA and of any Franchise Agreement between Developer and CM IT Solutions; (c) the assignee and the principal shareholders of the assignee in the case of a corporate assignee assumes in writing all of the obligations of the Developer under this ADA; (d) a transfer fee of _____ Dollars (\$_____) is paid to CM IT Solutions. The transfer fee is subject to an increase to reflect an increased cost of business that shall not exceed the CPI index (the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100).

E. CM IT Solutions' Right of First Refusal

If Developer receives from a third person and desires to accept a bona fide written offer to purchase Developer's business, including this ADA, CM IT Solutions or its nominee shall have the option, exercisable within thirty (30) days after receipt of written notice, a copy of such offer, and the other information set forth in this Section VII.E., to purchase Developer's business, including this ADA on the same terms and conditions as offered by said third party. In order that CM IT Solutions may have information sufficient to enable it to determine whether to exercise its option, Developer shall deliver to CM IT Solutions any financial statements requested by CM IT Solutions and such other information about the business and operations of Developer as Developer has provided to said third party. In the event CM IT Solutions elects to purchase the seller's interest, closing on such purchase must occur within sixty (60) days from the date of notice to the seller of the election to purchase by CM IT Solutions. Any material change in the terms of the offer prior to the closing of the sale to such third party shall constitute

a new offer, subject to the same rights of first refusal by CM IT Solutions or its nominee as in the case of an initial offer. Failure by CM IT Solutions to exercise the option afforded by this Section VII.E. shall not constitute a waiver of any other provisions of this ADA, including all of the requirements of this Section VII with respect to a proposed transfer.

F. CM IT Solutions' Repurchase Rights

CM IT Solutions reserves the right on its own behalf and that of any new franchisor that is a successor in interest or CM IT Solutions itself if purchased by new owners to repurchase all rights under this ADA on the following terms and under the following conditions: The repurchase described in this Section VII.F may not be exercised until a date that is more than two (2) years after the date of execution of this ADA. The repurchase rights may be exercised only in the event that all or substantially all of the interests of CM IT Solutions are transferred to new owners, and only if the new owner and/or the new CM IT Solutions entity advises Developer in writing that it wishes to exercise the repurchase rights under this Section VII.F. The successor in interest to CM IT Solutions may, at its option and determination, repurchase all rights under this ADA, with the exception of the franchised businesses owned and operated by Developer, which shall not be subject to repurchase under this provision. The purchase price shall be determined by an independent evaluation organization selected by mutual agreement of the parties; and in the event the parties cannot agree upon an valuation firm, the parties shall each select a valuation firm and those two valuation firms shall together select a valuation firm to be used by the parties for valuation. The multiples used for the valuation of the Developer rights shall not exceed the valuation multiples used in the acquisition of the CM IT Solutions by the successor. The parties agree that the purchase price under any circumstances shall not be less than \$ _____, regardless of the amount of the independent valuation.

VIII. COVENANTS

A. Developer covenants that, except as otherwise approved in writing by CM IT Solutions, Developer shall not, during the term of this ADA, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the Business; and shall not for a continuous uninterrupted period of twenty-four (24) months from the date of: (a) a transfer permitted under Section VII, above; (b) expiration or termination of this ADA (regardless of the cause for termination); or (c) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section VIII.A; either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any persons, partnership, or corporation, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the System Business and which business is, or is intended to be, located within a twenty five (25) mile radius of any System Business then-operating under the CM IT Solutions System. This Section VIII.A shall not apply to ownership by Developer of less than one percent (1%) beneficial interest in the outstanding equity securities of any publicly-held corporation. As used in this ADA, the term "publicly-held

corporation" shall be deemed to refer to a corporation which has securities that have been registered under the federal Securities Exchange Act of 1934.

B. The parties agree that the foregoing covenants shall be construed as independent of any other covenant or provision of this ADA. If all or any portion of a covenant in Section VIII.A. is held unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which CM IT Solutions is a party, Developer expressly agrees to be bound by any lesser covenant subsumed with the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of Section VIII.A.

C. Developer understands and acknowledges that CM IT Solutions shall have the right, in its sole discretion, to reduce the scope of any covenant or portion thereof set forth in Section VIII.A. without Developer's consent, effective immediately upon receipt by Developer of written notice thereof.

IX. NOTICES

Any and all notices required or permitted under this ADA shall be in writing and shall be personally delivered or mailed, by certified mail, by depositing the same in the United States mail, postage prepaid, to the respective parties at the following addressed unless and until a different address has been designated by written notice to the other party:

Notices to CM IT Solutions:

CEO
CM IT Solutions, Inc.
1701 Directors Blvd., Suite 300
Austin, Texas 78744

Notices to Developer:

Notice shall be deemed given at the date and time of receipt.

X. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. It is understood and agreed by the parties hereto that this ADA does not create a fiduciary relationship between them, that nothing in this ADA is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. Each party to this ADA is an independent contractor, and neither shall be responsible for the debts or liabilities incurred by the other.

B. Developer shall hold himself out to the public to be an independent contractor operating pursuant to this ADA. Developer agrees to make such actions as shall be necessary to that end.

C. Developer understands and agrees that nothing in this ADA authorizes it to make any contract, agreement, warranty, or representation on CM IT Solutions' behalf, or to incur any debt or other obligation in CM IT Solutions' name, and that CM IT Solutions assumes no liability for, nor shall be deemed liable by reason of, any act or omission of Developer in its conduct of the business licensed by this ADA, or any liabilities, claims, actions, suits, costs, expenses (including reasonable attorneys' fees) or judgments arising therefrom. Developer shall indemnify and hold CM IT Solutions harmless against any and all such liabilities, claims, actions, suits, costs, expenses (including reasonable attorneys' fees) or judgments arising directly or indirectly from, as a result of, or in connection with Developer's operations hereunder.

XI. APPROVALS

A. Whenever this ADA requires the prior approval or consent of CM IT Solutions, Developer shall make a timely written request to CM IT Solutions therefor, and, except as otherwise provided herein, any approval or consent granted shall be in writing.

B. CM IT Solutions makes no warranties or guaranties upon which Developer may rely and assumes no liability or obligation to Developer or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent, or services to Developer in connection with this ADA, or by reason of any neglect, delay, or denial of any request therefor.

XII. NON-WAIVER

No failure of CM IT Solutions to exercise any power reserved to it in this ADA or to insist upon compliance by Developer with any obligation or condition in this ADA, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of CM IT Solutions' rights to demand exact compliance with the terms of this ADA. Waiver by CM IT Solutions of any particular default shall not affect or impair CM IT Solutions' right in respect to any subsequent default of the same or of a different nature, nor shall any delay, forbearance, or omission of CM IT Solutions to exercise any power or right arising out of any breach or default by Developer of any of the terms, provisions, or covenants of this ADA, affect or impair CM IT Solutions' rights, nor shall such constitute a waiver by CM IT Solutions of the rights hereunder or rights to declare any subsequent breach or default.

XIII. GENERAL PROVISIONS

A. Governing Law; Attorney Fees; Venue for Disputes; Mediation and Arbitration.

1. Governing Law; Attorney Fees; Venue for Disputes. This ADA and all obligations created hereunder shall be deemed contracts made under the laws of the state of Texas and shall be governed and construed in accordance with the laws of such state without regard to the principle of conflict of laws. In the event of any dispute arising under this

ADA not subject to mediation and arbitration, the parties consent to the exclusive jurisdiction of courts within state and jurisdiction of CM IT Solutions headquarters, currently Austin, Texas, and agree that venue shall be laid in such jurisdiction. In the event of any dispute between the parties not subject to mediation and arbitration, all reasonable costs and attorney fees including fees on any appeal, incurred by the prevailing party in such litigation shall be determined by the Court and assessed against the non-prevailing party.

2. Mediation and Arbitration.

a. If a dispute arises out of or relates to this ADA, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation at a mutually agreed upon location within the state and jurisdiction of CM IT Solutions' headquarters, currently Austin, Texas, administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, as described in Section XIII.A.2.b, below.

b. Any controversy or claim arising out of or relating to this ADA, or the breach thereof, which cannot be settled by negotiation or mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration provision shall be limited to the parties to this ADA, and shall not apply to resolution of the claims of multiple complainants or a class of complainants. Any arbitration proceeding under this ADA shall take place at a mutually agreed upon location within the state and jurisdiction of CM IT Solutions' headquarters, currently Austin, Texas. Notwithstanding this provision, we retain the right to seek equitable, emergency or temporary injunctive relief in a court of law in situations where our Marks or our other intellectual property is being misused, infringed upon, or otherwise violated.

B. Entire Agreement and Amendment. This ADA and the exhibits referred to herein constitute the entire, full, and complete agreement between CM IT Solutions and Developer concerning the subject matter hereof, and supersede all prior agreements, no other representations having induced Developer to execute this ADA. Except for those permitted to be made unilaterally by CM IT Solutions hereunder, no amendment, change, or variance from this ADA shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

C. Cumulative Remedies. Any specific right or remedy set forth in this ADA, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law.

D. Captions. All captions in this ADA are intended solely for convenience of the parties, and shall not be deemed to affect the meaning or construction of any provision hereof.

E. Gender. All references herein to gender and number shall be construed to include such other gender and number as the context may require.

F. Successors. This ADA shall be binding upon all of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and assigns.

G. Counterparts. This ADA may be executed in several counterparts each of which shall be deemed an original.

H. Additional Documents. Developer agrees to execute, acknowledge and deliver to CM IT Solutions and to procure the execution, acknowledgement and delivery to CM IT Solutions of any additional documents or instruments that CM IT Solutions may reasonably require to fully effectuate and carry out the provisions of this ADA.

I. Time of the Essence. Time shall be of the essence throughout the term of this ADA.

XIV. DISCLAIMER

A. Developer acknowledges that the success of the business venture contemplated by this ADA involves substantial business risks and will be largely dependent upon the ability of the Developer as an independent businessman. CM IT Solutions expressly disclaims the making of, and Developer acknowledges it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this ADA.

B. Developer acknowledges that it has received, read and understood this ADA and the Attachments hereto.

IN WITNESS WHEREOF, CM IT Solutions and Developer have executed this ADA
intending to be legally bound as of the day and year first above written.

CM IT Solutions, Inc.
a Texas corporation

By: _____
Title: _____

Date: _____

WITNESS:

Date: _____

“Developer”

By: _____
Printed Name: _____
Its: _____
Date: _____

WITNESS:

Printed Name: _____
Date: _____

ATTACHMENT A-1

DEVELOPMENT TERRITORY

The Development Territory granted under Section I.A. of this ADA shall be as follows, and may be described further by an attached map highlighting the following boundaries:

ATTACHMENT A-2

I. The number of System businesses to be established in the Development Territory is as follows: up to _____ () businesses (with a minimum of one business to be opened as soon after the execution of this Agreement as reasonably possible) shall be established by Developer in the Development Territory, and Developer shall sign a unit franchise agreement for each of these businesses. Developer shall recruit, qualify, and present to CM IT Solutions prospective franchisees who will open a minimum of _____ () CM IT businesses in the Development Territory within _____ () years after the date of execution of this ADA, in compliance with the Development Schedule set forth below.

II. The Area Development Fee described in Section II.A. is \$ _____. A non-refundable deposit of \$ _____ was paid at the time the parties signed the Memorandum of Understanding, leaving a balance due of \$ _____, to be paid by bank transfer or check at the time of execution of this ADA, but in no event shall CM IT receive these funds later than two business days after the execution of this ADA.

III. The date of execution of this ADA is: _____, 200 _____. The term of this ADA shall expire on the date that is 10 years following its execution date.

IV. Development Schedule for third-party franchisees:

Calendar year	Cumulative Number of Businesses to Be Operating by the End of Each Calendar Year
2006	Businesses
2007	Businesses
2008	Businesses
2009	Businesses
2010	Businesses
2012	Businesses
2013	Businesses

ATTACHMENT B

The Franchise Agreement incorporated by reference in Section I.A. of this ADA follows.

Development Agreement CM IT Solutions 022006.doc

CM IT Solutions
Multi-Unit Agreement

This Multi-Unit Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between CM IT Solutions, Inc., a Texas corporation, with its corporate office at 1701 Directors Blvd, Suite 300, Austin, Texas 78744, (the "Franchisor"), and _____ (the "Multi-Unit Developer").

To simplify the language of this Agreement, the terms "we," "us," "our" and the like will be used to refer to the Franchisor, and the terms "you," "your," and the like will be used to refer to the Multi-Unit Developer.

RECITALS

A. The Franchisor and the Multi-Unit Developer are entering into the Franchisor's standard Franchise Agreement (the "Franchise Agreement") of even date herewith.

B. The Franchisor and the Multi-Unit Developer wish to enter into this Multi-Unit Agreement for the mutual benefit of both parties.

C. The Multi-Unit Developer understands the importance of our high and uniform standards of quality, appearance and service to the value of the system, and is willing to abide by these standards.

D. The Multi-Unit Developer, being aware of the distinctive and valuable significance to the public of the Proprietary Marks, and acknowledging the other benefits of the system, desires to acquire the exclusive right to develop and operate more than one CM IT Solutions businesses ("business" and "CM IT Solutions Franchise") within the area hereinafter described, under a separate Franchise Agreement for each such CM IT Solutions business; and the Franchisor has agreed to grant to the Multi-Unit Developer such rights under the terms and conditions hereinafter set forth.

E. This Agreement is hereby incorporated by reference into the Franchise Agreement. All capitalized terms used in this Agreement shall have the meanings defined in the Franchise Agreement, unless otherwise expressly defined in this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. OUR BELIEFS, CORE EXPECTATIONS, AND GRANT OF EXCLUSIVE RIGHTS OF DEVELOPMENT

A. OUR BELIEFS

You understand and agree that the values described below constitute "Our Beliefs" in the CM IT Solutions System, and that conducting business according to these fundamental values is key not only to CM IT Solutions' and your success, but also to the success of all other franchisees in the CM IT Solutions network. "Our Beliefs" are as follows:

WE BELIEVE:

IN A FOUNDATION BASED UPON CHARACTER AND INTEGRITY
IN A PASSIONATE COMMITMENT TO OUR CLIENTS; ALL ELSE IS SECONDARY
IN BEING DEDICATED TO CONTINUOUS TO PERSONAL GROWTH AND
PROFESSIONAL IMPROVEMENT
IN BEING DEVOTED TO ONE ANOTHER, FAMILY AND COMMUNITY
THAT A SPIRIT OF FUN AND SENSE OF HUMOR ARE ESSENTIAL
IN ACKNOWLEDGING THE BLESSINGS OF THIS AWESOME RESPONSIBILITY
AND PRIVILEGE

These values form the very essence of this Agreement and form the cornerstone of the CM IT Solutions franchise program. You acknowledge that the operation of your business under this Agreement will affect directly both the IT service experiences of CM IT Solutions clients and their overall perception and acceptance of the CM IT Solutions System, CM IT Solutions trademarks, and the members of the CM IT Solutions network of businesses. Accordingly, you shall operate your business in a manner consistent with the values contained in Our Beliefs.

CM IT Solutions represents and you acknowledge and agree that (1) the CM IT Solutions Franchise Program and the CM IT Solutions services are integral parts of a highly interrelated System, and (2) the successful operation of each CM IT Solutions business is critical to CM IT Solutions' overall business objectives and plans.

B. CORE EXPECTATIONS

CM IT Solutions is committed to the success and fulfillment of the highest expectations of our franchisees. At every level our organization is driven to enhance the value of the information we provide and improve the quality of the franchisee support we offer. A healthy franchised network of owners takes a similar commitment from each of its franchisees to enhance its own performance in the operation of each franchised business. We therefore have adopted the following Core Expectations for each franchisee, Area Developer and Multi-Unit Developer in the CM IT Solutions network:

(1) Each Multi-Unit Developer shall follow as carefully and as completely as possible the CM IT Solutions business operations guidelines that are such an important part of the franchised business granted to Multi-Unit Developer;

(2) Each Multi-Unit Developer shall aggressively market its business, hire at least one sales associate, and implement and execute all aspects of the sales and marketing system. To that end each Multi-Unit Developer must formalize, document and submit an acceptable plan of marketing to us within 30 days after on-site new owner training, submitting periodic updates to us as required; must spend sufficient sums on promotion and advertising; must use our CM IT Solutions alliance partners; and participate in our national accounts program and projects where feasible; and

(3) Each Multi-Unit Developer franchised business shall meet such performance goals and minimums as are adopted in the CM IT Solutions System. Monetary achievement levels are determined for the second and third years of operations, and provided to each franchisee and Multi-Unit Developer in writing.

If, in our judgment, your business does not meet any of these Core Expectations, CM IT Solutions shall call for a Territory Review and Improvement Program. Your participation and cooperation in this program is mandatory. The process is a multi-step program by which CM IT Solutions provides intense, individually tailored counseling and assistance, additional training, and coaching in the successful operation of a CM IT Solutions business. A Territory Review and Improvement Program generally lasts for up to four months. During this period, you agree to cooperate and follow recommendations, including recommendations for the reasonable expenditure of money on advertising and promotion, and for the expense of any recommended training.

C. DEVELOPMENT TERRITORY. For the term specified below, and subject to your compliance with all the provisions of this Agreement as well as the Franchise Agreement, we hereby grant you the exclusive right to develop the CM IT Solutions businesses referred to in Section 3.1 of this Agreement, within the territory described in Exhibit A-1 attached hereto and incorporated herein by reference (the "Development Territory").

2. TERM OF AGREEMENT

The term of this Agreement will commence on the date of this Agreement and continue through the last territory opening date identified in the development schedule set forth in Section 3.1 of this Agreement, unless terminated earlier by breach of the developmental schedule as set forth in Section 3.1 of this Agreement, or as a result of any other material default of this Agreement or any Franchise Agreement.

3. DEVELOPMENT OBLIGATIONS

3.1 Schedule. You agree to begin marketing and advertising efforts, and continuously thereafter operate the following number of CM IT Solutions businesses (including the first CM IT Solutions business to be opened pursuant to the Franchise Agreement) in strict accordance with the following development schedule and the requirements of this Agreement, and the separate Franchise Agreements for each such CM IT Solutions business:

Scheduled Opening Date	Period Elapsed from Date of this Agreement	Cumulative Number of Businesses for which Franchise Agreements are To be Signed	Cumulative Number of Businesses Open
_____	_____ Months	_____	_____
_____	_____ Months	_____	_____
_____	_____ Months	_____	_____
_____	_____ Months	_____	_____
_____	_____ Months	_____	_____
_____	_____ Months	_____	_____
_____	_____ Months	_____	_____
_____	_____ Months	_____	_____
_____	_____ Months	_____	_____

3.2 Business Location. You must obtain outside office space within the Development Area from which to operate your second and each subsequent CM IT Solutions franchise, or obtain a written waiver from us. Your site is subject to our prior written approval.

3.3 Franchise Agreement. You and we shall execute a separate Franchise Agreement for each CM IT Solutions Franchise you will open. Upon our approval of your advertising and marketing plan for each additional CM IT Solutions business, we shall forward two copies of our then current form of Franchise Agreement to you. We cannot guarantee that the terms and conditions of each additional Franchise Agreement will remain the same as the Franchise Agreement that is first executed. You shall execute and return both copies of the Franchise Agreement to us, together with the balance of the Initial Fees (which includes the Franchise Fee and Territory Fee) for that Franchise as provided in Section 4 below. You have no right to conduct business in the new franchise Territory until we have executed the Franchise Agreement and returned one copy to you. If you do not return the executed Franchise Agreement(s) and pay the Initial Fees, you shall have no right whatsoever to advertise, market or open a CM IT Solutions business in such new franchise Territory.

4. FEES

4.1 **Development Fee.** Upon the execution of this Agreement, you shall pay us a Development Fee equal to \$_____. This Development Fee constitutes ____% of aggregate Initial Fees, which includes the Franchise Fee and Territory Fee, for all of the CM IT Solutions Franchises to be opened pursuant to this Agreement after the first Franchise. The Development Fee shall be fully earned and nonrefundable upon our execution of this Agreement, but shall be credited against your Initial Fees for each subsequent Franchise opened according to the development schedule set forth in Section 3.1 of this Agreement. Aggregate Initial Fees shall be calculated according to a reduced fee schedule, as described in Item 5 of the CM IT Solutions Uniform Franchise Offering Circular.

4.2 **Initial Fee.** The Initial Fee for your first CM IT Solutions Franchise shall be as provided for in the Franchise Agreement. The Initial Fees for the units to be developed under this Agreement and the ____% portion of Franchise Fees allocated to the Development Fees shall be as follows:

Unit ##	Total Franchise Fee	Development Fee (____% of the Franchise Fee) Due Now	Territory Fee	Balance Due on Franchise Fee with Unit Franchise Agreement
2				
3				
4				
5				
6				
Totals				

5. TERMINATION OF DEVELOPMENT RIGHTS

5.1 Reasonableness. You represent that you have conducted your own independent investigation and analysis of the prospects for the establishment of CM IT Solutions businesses within the Development Area; approve of the Development Schedule in Section 3.1 above as being reasonable and viable; and recognize that failure to achieve the results required by the Development Schedule will constitute a material breach of this Agreement.

5.2 Extensions. The time periods listed in Section 3.1 above shall be extended by us only if you can demonstrate to our reasonable satisfaction that the need for additional time is due to unforeseeable delays and not due to your neglect, misconduct or financial inability. Any such extensions must be in writing.

5.3 Termination of Development Rights. In the event of your failure to meet the Development Schedule set forth in Section 3.1 above, we may, at our option, elect to terminate this Agreement, effective thirty (30) days after giving you written notice of termination if you have not cured the default and met the Development Schedule within the 30-day period. Any such termination shall end all of your rights and future obligations under this Agreement, including without limitation your interests in the Development Area, rights to open additional CM IT Solutions Franchises, and credit rights with respect to the Development Fee. Any failure to meet the Development Schedule shall not otherwise constitute a breach or default of the Franchise Agreement, nor be grounds for termination of the Franchise Agreement. Further, any other Franchise Agreements entered into by you and us pursuant to this Agreement shall remain in full force and effect, notwithstanding any termination of this Agreement based solely on your failure to meet the Development Schedule as provided in Section 3.1.

5.4 Termination of Franchise Agreement. Any material breach or default of this Agreement by you other than your failure to meet the Development Schedule as provided in Section 3.1 above shall constitute a material default under the Franchise Agreement, and shall entitle us to all of the rights and remedies provided in the Franchise Agreement and this Agreement as provided in Article 14 of the Franchise Agreement.

6. INTERPRETATION

In the event of any conflict between the express provisions of this Agreement and the Franchise Agreement or any Franchise Agreement for additional CM IT Solutions businesses entered into pursuant to this Agreement, the terms of this Agreement shall control. Except as expressly amended by this Agreement, the Franchise Agreement shall remain in full force and effect.

7. RULES OF CONSTRUCTION

This Agreement, the documents referred to herein, and the Exhibits attached hereto, if any, constitute the entire, full and complete agreement between the parties concerning the subject matter hereof, and supersede all prior agreements. There are no representations, inducements, promises or agreements, oral or otherwise, between the parties that are not embodied herein or in the Uniform Franchise Offering Circular, or the Franchise Agreement previously delivered to you, or that are of any force or effect with reference to this Agreement or otherwise. All recitals contained in, and the Exhibits attached to (if any), this Agreement shall be deemed a part thereof. All Article, Section or paragraph headings are for reference purposes only, and shall not in any way modify or limit the provisions contained in any Article, Section or paragraph. All words in this Agreement shall be deemed to include any number or gender as the context requires.

8. COUNTERPARTS

This Agreement may be executed in multiple counterparts, but all such counterparts shall constitute but one and the same Agreement.

9. ARBITRATION

A. Except as otherwise provided in this Section 9, any controversy or claim arising out of or relating to this Agreement or its breach, including any claim that this Agreement or any of its parts are invalid, illegal or otherwise void, shall be submitted to arbitration before and in accordance with the arbitration rules of Franchise Arbitration and Mediation of Newport Beach, California ("FAM"). You agree that arbitration will be conducted on an individual and not a class-wide basis;

B. The provisions of this Section 9 shall be construed as independent of any other covenant or provision of this Agreement. Notwithstanding any provision hereof to the contrary, all issues relating to arbitrability or the enforcement of the agreement to arbitrate contained herein shall be governed by the United States Arbitration Act (9 U.S.C. para 1 et seq.), and the federal common law of arbitration;

C. Judgment upon an arbitration award may be entered in any court having competent jurisdiction and shall be binding, final and, except as provided below, non-appealable. In the event that any party to an arbitration proceeding wishes to appeal, it must do so within thirty (30) days of such final award, to a three (3) member arbitration panel to be appointed by the same organization that conducted the arbitration. The issues on such appeal will be limited to the proper application of the law to the facts found at the arbitration, and will not include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees charged by such arbitration appeal panel and/or arbitration organization in connection with such appeal, as well as posting any bond deemed appropriate by such arbitration organization or arbitration appeal panel. In addition, a party requesting appeal who does not prevail on such appeal will pay the other party's (or parties') attorneys' fees and other costs of responding to such appeal;

D. The parties hereby waive to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other, and agree that in the event of a dispute between them, recovery of damages shall be limited to the recovery of any actual damages sustained;

E. Before any arbitration takes place, the parties agree that upon request of the other party, they will [1] have the arbitrator conduct, in a separate proceeding prior to the actual arbitration, a preliminary hearing, at which hearing testimony and other evidence may be presented and briefs may be submitted, including a brief setting forth the then-applicable statutory or common law methods of measuring damages in respect of the controversy or claim being arbitrated; or [2] submit the controversy or claim to non-binding mediation before FAM or another mutually-agreeable mediator;

F. This Section 9 will be self-executing and shall remain in full force after expiration or termination of this Agreement. In the event either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party by default or otherwise, notwithstanding such failure to appear. Arbitration and/or mediation shall take place in Texas, unless otherwise agreed by you and us.

10. GOVERNING LAW

This Agreement is subject to the written acceptance of CM IT Solutions, Inc. in Austin, Texas, and shall be construed in accordance with the laws of the State of Texas.

11. TIME

Time is of the essence for each and every provision of this Agreement.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement as of this day and year above written.

MULTI-UNIT DEVELOPER

FRANCHISOR:

(Print Name)

CM IT Solutions, Inc.

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Its: _____
(Title)

Its: _____
(Title)

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

Exhibit A-1
TO
MULTI-UNIT AGREEMENT

DEVELOPMENT TERRITORY

Multi-Unit Developer's Development Territory shall be as follows:

The following ___ () Postal ZIP Codes within the State of _____ and within the Counties of _____:

See attached map.
